



**AGENDA**  
**CITY OF HAINES CITY, FLORIDA**  
**CITY COMMISSION MEETING**

**March 7, 2024, 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.

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**Pages**

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
  - 4.a Certificate of Excellence- Omar Arroyo 5**  
Recognition for reading achievement
  - 4.b Outstanding Achievement to Gabrielle Goree 7**  
Incubate Debate Competition at Florida Southern College
  - 4.c Outstanding Achievement to Daniel Gomez 9**  
Incubate Debate Competition at Florida Southern College

**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.

**5.a City Attorney Invoice for the Billing Period Ending January 31, 2024 11**

Request payment of City Attorney’s invoices for legal services and disbursements for the billing period ending January 31, 2024.

Staff Contact: Fred Reilly, City Attorney

**5.b Cemetery Deeds 31**

Staff Contact: Sharon Lauther, MMC, City Clerk

**5.c Minutes to Be Approved 53**

February 15, 2024 - City Commission Meeting

February 15, 2024 - City Commission Workshop

Staff Contact: Sharon Lauther, MMC, City Clerk

**5.d Advisory Board Application 65**

The intent of this item is to approve the application of Bharath Gali to the Parks and Recreation Advisory Board

Staff Contact: Sharon Lauther, MMC, City Clerk

**6. OLD BUSINESS**

**6.a Ordinance No. 23-2043 – Rescind Second Reading and Re-Adopt the Amended Large-Scale Land Use Amendment for Wynnstone Properties – Adoption – Second Reading 69**

Rescind and re-adopt the Amended 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. 24-2068 - Consider text amendments to the Land Development Regulations 87**

Consider text amendments to the Land Development Regulations for Chapter 4 – Definitions, Chapter 5 – Zoning, Chapter 6 – Special Provisions, and Chapter 11 – Off-Street Parking, Loading, Storage.

Staff Contact: Richard Greenwood, Development Services Director

<b>7.b</b>	<b><u>Resolution No. 24-1780 – Carlisle Grand A.L.F. Replat of Lots 1 through 10, Tract “A,” and Tract “100”</u></b>	99
	Replat lots 1 through 10, Tract “A,” and Tract “100” of the Carlisle Grand A.L.F. located on Prospera Way and north of Holly Hill Fruit Road.	
	Staff contact: Richard Greenwood, Development Services Director	
<b>7.c</b>	<b><u>Resolution No. 24-1781 to Participate in Form 6 Litigation</u></b>	107
	Authorize the City (and individual elected officials) to participate in the state and federal litigation to challenge the Form 6 disclosure requirements.	
	Staff Contact: Fred Reilly, City Attorney	
<b>7.d</b>	<b><u>Florida Department of Law Enforcement (FDLE) Grant Agreement for the Printers, Mounts and Radar Project</u></b>	153
	Approve an FDLE grant for the Printers, Mounts and Radar Project.	
	Staff Contact: Omar DeJesus, CPA, Finance Director	
<b>7.e</b>	<b><u>Request for Proposal (RFP) 23-05 Rail Spur Repair and Operations</u></b>	185
	Award RFP 23-05 Rail Spur Repair and Operations to Regional Rail, LLC.	
	Staff Contact: Omar DeJesus, CPA, Finance Director	
<b>8.</b>	<b><u>PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA</u></b>	
<b>9.</b>	<b><u>CITY MANAGER'S REPORT</u></b>	
<b>10.</b>	<b><u>CITY CLERK'S REPORT</u></b>	
<b>11.</b>	<b><u>CITY ATTORNEY'S REPORT</u></b>	219
<b>12.</b>	<b><u>COMMISSION COMMENTS</u></b>	
<b>13.</b>	<b><u>ADJOURNMENT</u></b>	



# CERTIFICATE OF EXCELLENCE



THIS CERTIFICATE IS PRESENTED TO:

*Omar Arroyo*

In recognition of his remarkable achievement of reading over 3 million words!  
Your hard work, determination, and passion have set a high standard of  
excellence at Dundee Elementary, and we are proud to recognize your  
accomplishments on this date, March 7, 2024.

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Sharon Lauther, MMC, City Clerk

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H.L. "Roy" Tyler, Mayor



# CERTIFICATE OF EXCELLENCE

This Certificate Presented to :

*Gabrielle Goree*

In recognition of outstanding achievement in participating in the Incubate Debate Competition at Florida Southern College on this date, March 7, 2024.

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**Sharon Lauther, MMC**  
City Clerk

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**H.L “Roy” Tyler**  
Mayor





# CERTIFICATE OF EXCELLENCE

This Certificate Presented to :

*Daniel Gomez*

In recognition of outstanding achievement in participating in the Incubate Debate Competition at Florida Southern College on this date, March 7, 2024.

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**Sharon Lauther, MMC**  
City Clerk

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**H.L “Roy” Tyler**  
Mayor







# HAINES CITY

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## **CITY MANAGER MEMORANDUM**

**To:** The Honorable Mayor and Commissioners

**Through:** James R. Elensky, City Manager

**From:** Fred Reilly, City Attorney

**Date:** March 7, 2024

**Subject:** City Attorney Invoice for the Billing Period Ending January 31, 2024

### **Executive Summary**

Request payment of City Attorney's invoices for legal services and disbursements for the billing period ending January 31, 2024.

Staff Contact: Fred Reilly, City Attorney

### **Introduction**

Request payment of City Attorney's invoices for legal services and disbursements for the billing period ending January 31, 2024.

### **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 January 31, 2024.

Payment is being requested in the amount of \$22,909.90.

### **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 January 31, 2024 in the amount of \$22,909.90.



**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.

February 8, 2024

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

Re: Statement for legal services – January 1, 2024 through January 31, 2024

Dear Mr. Elensky,

Enclosed please find my statements for the period from January 1, 2024 through January 31, 2024, as follows:

A. City of Haines City General	\$21,796.00
B. COHC Litigation	\$ 1,043.40
C. CRA	\$ 70.50
TOTAL	\$22,909.90

**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)	\$ 78,188.40	35%

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

<b>Invoice #:</b>	<b>0000151</b>
Date:	2/8/2024
Amount due:	21796.00
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	1/3/2024, General, Correspondence: Reviewed two (2) emails from David Waronker re: Construction Responsibility Maps;	0.07	200.00	14.00
Time log	1/3/2024, General, Correspondence: Reviewed text of Senate Bill 744; Reviewed Section 112.3144, Florida Statutes, re: financial disclosure; Reviewed news articles about new Form 6; Reviewed Commission on Ethics website about guidelines; Drafted email to City Commissioners re: questions about new Form 6;	1.77	200.00	354.00
Time log	1/3/2024, General, Reviewed document(s): Reviewed email from Omar DeJesus and City of Lake Alfred Resolution concerning Building Permit Fee Reduction Fund; Drafted email to Omar DeJesus;	0.23	200.00	46.00
Time log	1/3/2024, General, Reviewed document(s): Research on case background related to business entity for prospective municipal relationship;	0.75	200.00	150.00
Time log	1/3/2024, General, Telecom: Reviewed email from Harris Tyrell re: Code Enforcement case;	0.05	200.00	10.00
Time log	1/3/2024, General, Telecom: Telecom from Loyd Stewart re: revisions to Ordinance regulating food trucks; Also discussed Code Enforcement;	0.70	200.00	140.00
Time log	1/3/2024, General, Telecom: Telecom to Commissioner Anne Huffman;	0.33	200.00	66.00
Time log	1/3/2024, General, Telecom: Telecom to Commissioner Morris West;	0.15	200.00	30.00
Time log	1/3/2024, General, Telecom: Telecom to Mayor Roy Tyler;	0.12	200.00	24.00
Time log	1/3/2024, General, Telecom: Telecoms to/from Commissioner Omar Arroyo;	0.32	200.00	64.00
Time log	1/4/2024, General, City Commission meeting: Participated in City Commission meeting via phone;	1.67	200.00	334.00
Time log	1/4/2024, General, Conference: Conference call with City staff re: Food Trucks Ordinance;	1.13	200.00	226.00
Time log	1/4/2024, General, Reviewed document(s): Reviewed Section 5.2.23 (Medical Marijuana dispensing facilities) of City Code; Section 381.986 (Medical use of marijuana), Florida Statutes; Began drafting email to Loyd Stewart re: application of City Code;	0.92	200.00	184.00
Time log	1/5/2024, General, Correspondence: Telecom to James Keene re: Roe Road infrastructure improvements; Drafted revisions to email to Attorney Peter Hagood;	0.17	200.00	34.00

Item	Description	Qty	Unit cost	Price
Time log	1/5/2024, General, Correspondence: Reviewed email from Erica Sanchez re: Crosswinds West Community Development District; Telecoms to Erica Sanchez and Amy Hembree re: execution of Ordinance;	0.18	200.00	36.00
Time log	1/5/2024, General, Drafted document(s): Telecom from April Brown re: Ordinance related to Food Trucks; Reviewed email from April Brown re: Ordinance related to Food Trucks; Researched "grandfather" provisions; Reviewed Section 4.2.1 (Terms); Began drafting revisions to Ordinance;	1.70	200.00	340.00
Time log	1/5/2024, General, Reviewed document(s): Reviewed Amending Resolution for Magnolia Village Final Plat;	0.22	200.00	44.00
Time log	1/5/2024, General, Telecom: Telecom to Vice-Mayor Omar Arroyo;	0.08	200.00	16.00
Time log	1/5/2024, General, Telecom: Telecom from Attorney Mark Lawson re: Phase II Environmental Audit; Telecoms to/from Attorney Michael Sznajstajler re: proposal for additional engineering work; Telecom to Mark Lawson re: coordination for working with Defendant's counsel to get authorization for additional engineering work;	0.60	200.00	120.00
Time log	1/5/2024, General, Telecom: Telecom from James Elensky re: Phase II Environmental Audit and upcoming agenda items;	0.75	200.00	150.00
Time log	1/6/2024, General, Drafted document(s): Drafted First Amendment to Employment Agreement (City Manager James Elensky); Drafted email to James Elensky and Rick Sloan;	0.93	200.00	186.00
Time log	1/6/2024, General, Telecom: Telecom from Rick Sloan re: upcoming Agenda Item;	0.22	200.00	44.00
Time log	1/6/2024, General, Telecom: Telecom from James Elensky re: Sole Source designation, Scope of Work, and Procurement Agreement; Also discussed coordination for upcoming Agenda Items;	2.12	200.00	424.00
Time log	1/7/2024, General, Telecom: Telecom from James Elensky re: Mobile Food Trucks and upcoming Agenda Items including Sole Source Contract;	0.70	200.00	140.00
Time log	1/8/2024, General, Correspondence: Drafted email to Loyd Stewart re: Mobile Food Trucks Ordinance;	0.03	200.00	6.00
Time log	1/8/2024, General, Drafted document(s): Telecom to April Brown re: revisions to Mobile Food Trucks Ordinance; Drafting revisions to Ordinance;	1.75	200.00	350.00
Time log	1/8/2024, General, Drafted document(s): Reviewed Florida Attorney General Opinion No. 78-31 (Authority to appoint department heads); Reviewed Florida Attorney General Opinion No. 77-135 (Municipalities; form of Government); Reviewed Informal 2008 Florida Attorney General Opinion; Began drafting Memorandum; Reviewed Charter provisions re: Commission Powers, City Manager Powers and compensation;	0.90	200.00	180.00
Time log	1/8/2024, General, Drafted document(s): Reviewed email from Omar DeJesus re: Purchasing Policy Ordinance; Drafted Ordinance for Purchasing Policy; Drafted revisions to Purchasing Policy; Drafted email to Omar DeJesus re: revised documents;	1.78	200.00	356.00
Time log	1/8/2024, General, Telecom: Telecom from Attorney Corby Myers re: impact fees paid for development project;	0.03	200.00	6.00
Time log	1/8/2024, General, Telecom: Telecom from April Brown to discuss Mobile Food Trucks Ordinance;	0.22	200.00	44.00
Time log	1/8/2024, General, Telecom: Telecom to James Elensky re: RES proposal; Telecom to Attorney Mark Lawson and Attorney Jim Spalla re: RES proposal and coordination with Defendant's counsel; Telecom to Mark Lawson; Telecom to Attorney Michael Sznajstajler re: RES proposal;	0.55	200.00	110.00
Time log	1/8/2024, General, Telecom: Telecom from James Elensky and Alex Abraham re: Scope of Work, Milestones, and Compensation related to customized system;	0.82	200.00	164.00
Time log	1/9/2024, General, Correspondence: Reviewed email from Alex Abraham and drafted reply email to Alex Abraham;	0.03	200.00	6.00
Time log	1/9/2024, General, Correspondence: Reviewed four (4) emails from Mark Galvin, Attorney Will Milford and Attorney Duane Draper re: re-issuance concern; Drafted email to Duane Draper re: Rate Adjustment Change;	0.17	200.00	34.00

Item	Description	Qty	Unit cost	Price
Time log	1/9/2024, General, Correspondence: Reviewed email from Attorney David Mechanik re: Tenold annexation; Drafted reply email to David Mechanik;	0.15	200.00	30.00
Time log	1/9/2024, General, Correspondence: Reviewed email from Omar DeJesus re: 2023 paid invoices related Brownfields program;	0.05	200.00	10.00
Time log	1/9/2024, General, Correspondence: Reviewed two (2) emails from James Elensky and Omar DeJesus re: Catalyst invoices;	0.03	200.00	6.00
Time log	1/9/2024, General, Correspondence: Reviewed email from Pete Chichetto re: Charles Cove and Bond; Drafted email to James Keene and April Brown; Drafted email to Pete Chichetto;	0.18	200.00	36.00
Time log	1/9/2024, General, Drafted document(s): Three telecoms from/to Omar DeJesus re: revisions to Purchasing Policy; Drafted two revisions to Purchasing Policy; Drafted two emails to Omar DeJesus; Reviewed Agenda Item for Purchasing Policy;	0.90	200.00	180.00
Time log	1/9/2024, General, Drafted document(s): Telecom from Loyd Stewart re: additional revisions to Mobile Food Truck Ordinance; Drafted additional revisions;	0.33	200.00	66.00
Time log	1/9/2024, General, Drafted document(s): Drafted revisions to Ordinance regulating Mobile Food Trucks;	0.23	200.00	46.00
Time log	1/9/2024, General, Reviewed document(s): Reviewed Agenda Item for Fee Schedule Ordinance;	0.17	200.00	34.00
Time log	1/9/2024, General, Reviewed document(s): Reviewed email from Grace Malpartida and Development Services Schedule and Project Report;	0.10	200.00	20.00
Time log	1/9/2024, General, Telecom: Telecom from Attorney Michael Sznajstajler re: initial well data;	0.17	200.00	34.00
Time log	1/9/2024, General, Telecom: Telecom from April Brown re: Fee Schedule Ordinance and Mobile Food Trucks Ordinance;	0.03	200.00	6.00
Time log	1/10/2024, General, Correspondence: Reviewed email from Lisa Woodward re: Pre-Filed Testimony Affidavits for White Clay Community Development District; Drafted email to April Brown and Margie Wells;	0.20	200.00	40.00
Time log	1/10/2024, General, Drafted document(s): Telecom from James Elensky, Loyd Stewart and James Keene re: additional revisions to Mobile Food Trucks Ordinance; Drafted additional revisions to Ordinance; Drafted email to City staff re: review of Ordinance;	0.80	200.00	160.00
Time log	1/10/2024, General, Drafted document(s): Drafted revisions to Ordinance for Mobile Food Trucks; Drafted email to City staff re: revisions to Ordinance;	0.95	200.00	190.00
Time log	1/10/2024, General, Reviewed document(s): Telecom from April Brown re: Ordinance and Notice for White Clay Community Development District; Reviewed Agenda Item and Notice; Telecom to April Brown re: Amended Notice; Telecom to Jennifer Kilinski re: Amended Notice;	0.28	200.00	56.00
Time log	1/10/2024, General, Reviewed document(s): Reviewed email from April Brown and ASM Survey related to Masee Road ROW parcel; Reviewed email from Ammie Elmore and Title Commitment;	0.25	200.00	50.00
Time log	1/10/2024, General, Telecom: Telecom from Attorney Jennifer Kilinski re: White Clay Community Development District and request for continuance; Telecom from April Brown re: Amended Notice;	0.37	200.00	74.00
Time log	1/10/2024, General, Telecom: Telecom from Loyd Stewart, James Elensky and James Keene re: revisions to Mobile Food Truck Ordinance;	1.28	200.00	256.00
Time log	1/10/2024, General, Telecom: Telecom from Loyd Stewart re: Ordinance changing Community Development review fees;	0.12	200.00	24.00
Time log	1/10/2024, General, Telecom: Telecom from Omar DeJesus re: Ordinance for Community Development review fees;	0.05	200.00	10.00
Time log	1/10/2024, General, Telecom: Telecom from April Brown re: upcoming agenda including White Clay Community Development District, Ordinance changing Development Services fees, and Food Trucks Ordinance;	0.32	200.00	64.00

Item	Description	Qty	Unit cost	Price
Time log	1/10/2024, General, Telecom: Telecom to James Elensky re: update on Phase II Environmental Audit; Also discussed upcoming Agenda Items;	0.40	200.00	80.00
Time log	1/11/2024, General, Correspondence: Reviewed email from Laurie Lafavor and Invoices re: Brownfields program;	0.10	200.00	20.00
Time log	1/11/2024, General, Correspondence: Reviewed email from Attorney Michael Sznajstajler re: Brownfields program;	0.07	200.00	14.00
Time log	1/11/2024, General, Reviewed document(s): Two (2) telecons from April Brown re: approval of Agenda Items; Reviewed White Clay Community Development District and Mobile Food Truck Ordinance;	0.17	200.00	34.00
Time log	1/11/2024, General, Telecom: Telecom from Rick Sloan re: Agenda Item for First Amendment to City Manager Employment Agreement;	0.13	200.00	26.00
Time log	1/11/2024, General, Telecom: Telecom from Attorney Mark Lawson and Attorney Jim Spalla re: discussion with Defendant's counsel about Phase II Environmental Audit;	0.35	200.00	70.00
Time log	1/11/2024, General, Telecom: Telecom from Monika Coleman re: background on case and discussion about possible resolution; Reviewed email from Monika Coleman;	0.33	200.00	66.00
Time log	1/11/2024, General, Telecom: Telecom from Attorney Shelton Rice re: prospective donation of real property to City;	0.17	200.00	34.00
Time log	1/11/2024, General, Telecom: Telecoms to/from April Brown re: upcoming Agenda Item; Approved Agenda Items;	0.33	200.00	66.00
Time log	1/12/2024, General, Drafted document(s): Reviewed email from Attorney Shelton Rice re: Chastain Skillman property; Reviewed Polk County Property Appraiser's online records; Drafted revisions to Real Property Dedication Agreement; Drafted email to Shelton Rice re: draft Agreement;	1.25	200.00	250.00
Time log	1/12/2024, General, Reviewed document(s): Reviewed Florida Commission on Ethics website, Form 6 (Sample) and instructions for Form 6; Drafted email to City Commissioners;	0.75	200.00	150.00
Time log	1/12/2024, General, Reviewed document(s): Reviewed emails from Attorney Michael Sznajstajler and Omar DeJesus re: reimbursable invoices;	0.03	200.00	6.00
Time log	1/12/2024, General, Reviewed document(s): Reviewed Agenda for January 16, 2024 Workshop; Reviewed Agenda for January 16, 2024 City Commission meeting;	0.50	200.00	100.00
Time log	1/12/2024, General, Telecom: Telecom from James Keene re: Tenold annexation;	0.07	200.00	14.00
Time log	1/15/2024, General, Correspondence: Reviewed emails from James Elensky and Loyd Stewart re: Mobile Food Trucks;	0.05	200.00	10.00
Time log	1/15/2024, General, Correspondence: Reviewed Section 5.2.23 of the Land Development Regulations related to medical marijuana dispensing facilities; Drafted email to James Elensky;	0.23	200.00	46.00
Time log	1/15/2024, General, Drafted document(s): Drafted revisions and new provisions to Developers' Roadway Improvements Agreement related to Nimby and Liberty; Drafted email to City staff re: review of draft Agreement;	3.15	200.00	630.00
Time log	1/15/2024, General, Reviewed document(s): Reviewed three (3) emails from James Elensky, Commissioner Anne Huffman and Chris Diaz re: downtown business; Reviewed Chapter 509, Florida Statutes; Reviewed Florida Department of Health website related to restaurants and food safety; Reviewed City Code of Ordinances related to restaurants;	0.58	200.00	116.00
Time log	1/15/2024, General, Reviewed document(s): Reviewed email from Attorney Duane Draper, Resolution re: Interest Rate, Consent of Southstate Bank; Bond Attorney Opinion letter, and Allonge No. 1; Drafted email to Duane Draper re: review of Rate Modification documents;	0.83	200.00	166.00
Time log	1/15/2024, General, Telecom: Telecom to James Elensky re: Mobile Food Trucks Ordinance, medical marijuana dispensaries, and upcoming Agenda Items;	1.25	200.00	250.00
Time log	1/16/2024, General, City Commission meeting: Participated in City Commission Workshop and Meeting at City Hall;	4.00	200.00	800.00
Time log	1/16/2024, General, Correspondence: Reviewed email from James Elensky re: medical marijuana dispensaries;	0.02	200.00	4.00

Item	Description	Qty	Unit cost	Price
Time log	1/16/2024, General, Correspondence: Reviewed email from Attorney Jessica Gow re: Brownfields application;	0.05	200.00	10.00
Time log	1/16/2024, General, Correspondence: Reviewed Workshop Agenda; Telecom to Sharon Lauther re: points to discuss;	0.23	200.00	46.00
Time log	1/16/2024, General, Correspondence: Reviewed email from Ammie Elmore re: Polk County School Board transaction; Telecom to Ammie Elmore re: legal description;	0.07	200.00	14.00
Time log	1/16/2024, General, Correspondence: Reviewed email and continuance letter from Attorney Jennifer Kilinski re: White Clay CDD; Drafted email to City staff re: request for continuance;	0.20	200.00	40.00
Time log	1/16/2024, General, Reviewed document(s): Reviewed Agenda and Mobile Food Truck Ordinance;	0.23	200.00	46.00
Time log	1/16/2024, General, Telecom: Telecom to Loyd Stewart re: prospective donation of real property for City parks;	0.22	200.00	44.00
Time log	1/16/2024, General, Telecom: Telecoms to/from Mayor Roy Tyler re: Agenda for City Commission meeting;	0.73	200.00	146.00
Time log	1/16/2024, General, Telecom: Telecom to Commissioner Anne Huffman re: City Commission meeting Agenda Items;	0.40	200.00	80.00
Time log	1/16/2024, General, Telecom: Telecom from Sharon Lauther re: White Clay CDD and request for continuance;	0.03	200.00	6.00
Time log	1/16/2024, General, Telecom: Telecom to Commissioner Vernel Smith re: voting conflict of interest;	0.20	200.00	40.00
Time log	1/16/2024, General, Telecom: Telecom from Ammie Elmore re: transaction with Polk County re: Masee Road ROW;	0.12	200.00	24.00
Time log	1/17/2024, General, Correspondence: Reviewed Section 509.102, Florida Statutes, re: mobile food dispensing vehicles; Drafted email to City Commissioners re: application of Section 509.102, Florida Statutes;	0.63	200.00	126.00
Time log	1/17/2024, General, Correspondence: Reviewed email from Attorney Tanner Adkison, revised Opinion Letter, revised Amending Resolution, and revised Allonge No. 1;	0.17	200.00	34.00
Time log	1/17/2024, General, Correspondence: Reviewed email from Phil Hartmann (DR Horton); Drafted email to City staff re: bond; Drafted email to Pete Chichetto re: Fifth Amendment;	0.22	200.00	44.00
Time log	1/17/2024, General, Correspondence: Reviewed email from Grace Malpartida and Development Services Meeting Schedule and Project Report;	0.08	200.00	16.00
Time log	1/17/2024, General, Reviewed document(s): Reviewed email from Attorney Lisa Woodward; Reviewed letter from Attorney Jennifer Kilinski, Amended Notice and Second Amended Petition; Reviewed email from Lisa Woodward re: Ordinance revisions related to the Second Amended Petition; Drafted email to Lisa Woodward and Jennifer Kilinski;	0.87	200.00	174.00
Time log	1/17/2024, General, Reviewed document(s): Reviewed Agenda and documents for Polk Regional Water Cooperative including Projected Annual Payments and background documents;	0.75	200.00	150.00
Time log	1/18/2024, General, Correspondence: Three (3) telecoms from/to Chief Greg Goreck re: application of Section 509.285, Florida Statutes; Drafted email to Joseph Whealdon, General Counsel of DBPR, re: local authority enforce Chapter 509 pursuant to Section 509.285;	1.62	200.00	324.00
Time log	1/18/2024, General, Correspondence: Reviewed emails from Jessica Gow and Omar DeJesus re: Voluntary Cleanup Tax Credit Application;	0.03	200.00	6.00
Time log	1/18/2024, General, Correspondence: Drafted email to Attorney Michael Sznajstajler re: RES update;	0.07	200.00	14.00
Time log	1/18/2024, General, Reviewed document(s): Telecom to April Brown re: DR Horton bond; Reviewed email from April Brown re: legal description for School Board ROW; Drafted email to Ammie Elmore re: legal description for School Board ROW; Telecom to April Brown re: Fourth Amendment, Certificates of Occupancy and Bond;	0.90	200.00	180.00
Time log	1/18/2024, General, Reviewed document(s): Reviewed email from Attorney Jennifer Kilinski re: legal description for White Clay Community Development District; Reviewed Florida Secretary of State and Polk County Property Appraiser online records re: deeds related to excluded properties;	0.70	200.00	140.00

Item	Description	Qty	Unit cost	Price
Time log	1/18/2024, General, Telecom: Telecom from Pete Chichetto re: DR Horton, subdivision bond and Masee Road; Telecom to April Brown re: subdivision bond and roadway improvements bond;	0.37	200.00	74.00
Time log	1/18/2024, General, Telecom: Telecom to Mayor Roy Tyler;	0.95	200.00	190.00
Time log	1/18/2024, General, Telecom: Telecom from Chief Greg Goreck re: Mobile Food Trucks and application of Section 509.102, Florida Statutes;	0.27	200.00	54.00
Time log	1/18/2024, General, Telecom: Telecom from Michael Triano re: Phase I Environmental Audit;	0.03	200.00	6.00
Time log	1/18/2024, General, Telecom: Telecom from Lisa Woodward re: documentation for White Clay CDD and coordination related to Second Amended Petition;	0.12	200.00	24.00
Time log	1/18/2024, General, Telecom: Telecom to James Elensky;	0.23	200.00	46.00
Time log	1/19/2024, General, Correspondence: Reviewed Resolution No. 19-1434 (Conditional Use Permit) for Dreams event center; Drafted email to Greg Goreck and Steve Shifley re: Resolution;	0.40	200.00	80.00
Time log	1/19/2024, General, Correspondence: Reviewed email from Chief Greg Goreck and video re: unsanctioned event;	0.23	200.00	46.00
Time log	1/19/2024, General, Correspondence: Reviewed email from Omar DeJesus re: Job Growth Grant and contract preparation; Drafted reply email to Omar DeJesus;	0.08	200.00	16.00
Time log	1/19/2024, General, Drafted document(s): Drafted Memorandum concerning local authority to enforce Chapter 509, Florida Statutes; Drafted email to James Elensky, Loyd Stewart, Rick Sloan, James Keene, Greg Goreck and Steve Shifley re: Memorandum;	1.00	200.00	200.00
Time log	1/19/2024, General, Drafted document(s): Reviewed email from Jake Whealdon, General Counsel for Florida Department of Business and Professional Regulation; Two (2) telecoms from/to Jessica Marquetti at DBPR Tampa concerning enforcement; Drafted four (4) emails to Jessica Marquetti and Greg Goreck re: authority for local enforcement; Three (3) telecoms to Greg Goreck re: local enforcement; Two (2) telecoms from Steve Shifley re: enforcement of Conditional Use Permit;	2.25	200.00	450.00
Time log	1/19/2024, General, Telecom: Reviewed email from Attorney Jennifer Kilinski re: White Clay Community Development District; Drafted reply email;	0.07	200.00	14.00
Time log	1/19/2024, General, Telecom: Telecom from Attorney Jennifer Kilinski re: White Clay Community Development District and removal of park parcel;	0.35	200.00	70.00
Time log	1/19/2024, General, Telecom: Telecom to Chief Greg Goreck re: local enforcement of Chapter 509, Florida Statutes;	0.10	200.00	20.00
Time log	1/20/2024, General, Telecom: Two (2) telecoms from James Elensky;	0.22	200.00	44.00
Time log	1/21/2024, General, Telecom: Telecom from James Elensky;	0.35	200.00	70.00
Time log	1/22/2024, General, Correspondence: Telecom to James Keene re: Tenold project; Drafted email to Attorney David Mechanik;	0.10	200.00	20.00
Time log	1/22/2024, General, Correspondence: Drafted email to Attorney Jennifer Kilinski re: White Clay CDD;	0.08	200.00	16.00
Time log	1/22/2024, General, Reviewed document(s): Telecoms to April Brown and Loyd Stewart re: background on prospective donation of real property for park and relationship to White Clay Community Development District; Reviewed email from Attorney Jennifer Kilinski; Checked Florida Department of State website re: corporation status;	0.92	200.00	184.00
Time log	1/22/2024, General, Telecom: Telecom from Attorney Peter Hagood re: Feltrim Place;	0.05	200.00	10.00
Time log	1/22/2024, General, Telecom: Telecom from James Keene and Omar DeJesus re: application of Section 20-26 concerning utility rates and master meters;	0.20	200.00	40.00
Time log	1/22/2024, General, Telecom: Conference call with Attorney Jennifer Kilinski, Rennie Heath and Lauren Swenk re: White Clay Community Development District and park donation;	0.63	200.00	126.00

Item	Description	Qty	Unit cost	Price
Time log	1/23/2024, General, Correspondence: Telecom to James Elensky re: Mobile Food Trucks Ordinance; Reviewed email from Ted Adkins re: applications for Business Tax Receipts re: Mobile Food Trucks;	0.23	200.00	46.00
Time log	1/23/2024, General, Correspondence: Reviewed email from Attorney Jessica Gow re: Voluntary Cleanup Tax Credit Application; Drafted email to Jessica Gow and Omar DeJesus;	0.15	200.00	30.00
Time log	1/23/2024, General, Reviewed document(s): Reviewed Section 287.055, Florida Statutes (Acquisition of professional services); Reviewed Florida Attorney General Opinion No. 93-56 (Municipal procedure/contract for professional services); Telecom to Vickie Ramsier re: two (2) RFQ and competitive bidding situations;	0.75	200.00	150.00
Time log	1/23/2024, General, Reviewed document(s): Reviewed Agenda Item for Brentwood Townhouses Phases 2 and 3; Reviewed Agenda Item re: Mobile Food Trucks;	0.33	200.00	66.00
Time log	1/23/2024, General, Reviewed document(s): Reviewed updated Second Amendment to Establish White Clay CDD, Affidavits and Ordinance; Drafted two (2) emails to City staff re: updated documents to be included in Agenda Item;	0.43	200.00	86.00
Time log	1/23/2024, General, Reviewed document(s): Reviewed ethics issue re: separation of powers;	0.17	200.00	34.00
Time log	1/23/2024, General, Reviewed document(s): Reviewed email from James Elensky and news articles; Reviewed Rule 4-1.13, Florida Bar Tules of Professional Responsibility; Drafted email to James Elensky;	0.38	200.00	76.00
Time log	1/23/2024, General, Reviewed document(s): Reviewed email from Alex Abraham and SBL USA Proposal for e-Municipality-US as an ERP Solution;	0.25	200.00	50.00
Time log	1/23/2024, General, Telecom: Telecom from Vickie Ramsier and Brian Ross re: RFP status and contact with sole entity that submitted RFP;	0.08	200.00	16.00
Time log	1/23/2024, General, Telecom: Telecom from Richard Greenwood re: White Clay Community Development District and Mobile Food Trucks;	0.18	200.00	36.00
Time log	1/23/2024, General, Telecom: Telecom from Loyd Stewart, James Keene and James Elensky re: White Clay Community Development District and Mobile Food Trucks Ordinance;	1.02	200.00	204.00
Time log	1/23/2024, General, Telecom: Telecom from Margie Wells re: Agenda Item for White Clay Community Development District;	0.07	200.00	14.00
Time log	1/23/2024, General, Telecom: Telecom from Sharon Lauther re: public records request concerning easement document;	0.08	200.00	16.00
Time log	1/23/2024, General, Telecom: Reviewed email from Attorney Patrice Scott re: Langston Avenue easement; Telecom to Patrice Scott;	0.17	200.00	34.00
Time log	1/23/2024, General, Telecom: Telecom from Loyd Stewart and James Keene re: Langston Avenue Easement, Tenold project, and Mobile Food Trucks Ordinance; Telecom from Loyd Stewart and James Keene re: Trinity property donation and White Clay Community Development District and recreation facilities;	0.63	200.00	126.00
Time log	1/23/2024, General, Telecom: Telecom from James Elensky re: White Clay CDD, ethics issue, and proposal for software project;	1.78	200.00	356.00
Time log	1/23/2024, General, Telecom: Telecom from Loyd Stewart and James Keene re: Mobile Food Trucks Ordinance and White Clay CDD;	1.13	200.00	226.00
Time log	1/24/2024, General, Reviewed document(s): Telecom from Margie Wells re: Agenda Item; Reviewed Agenda Item for White Clay Community Development District; Telecom to Margie Wells;	0.22	200.00	44.00
Time log	1/24/2024, General, Reviewed document(s): Drafted revisions to Ordinance for Mobile Food Trucks; Drafted email to Loyd Stewart and James Keene; Drafted revisions to Agenda Item for White Clay CDD and Agenda Item for Mobile Food Trucks; Eight (8) telecoms from/to Margie Wellls re: coordination of documents for Agenda Items;	2.25	200.00	450.00

Item	Description	Qty	Unit cost	Price
Time log	1/24/2024, General, Reviewed document(s): Reviewed Section 20-26 (Water rates and charges) and Section 20-34 (Customer metering) of City Code; Drafted email to James Keene and Omar DeJesus re: application of Section 20-34; Reviewed additional provisions in Chapter 20;	0.93	200.00	186.00
Time log	1/24/2024, General, Telecom: Reviewed email from Attorney Melissa Champagne re: Langston Avenue easement; Telecom to Melissa Champagne re: background and draft easement;	0.35	200.00	70.00
Time log	1/24/2024, General, Telecom: Telecom from Attorney Michael Sznajstajler re: review of draft Phase II Environmental Audit and coordination for next steps;	0.27	200.00	54.00
Time log	1/24/2024, General, Telecom: Telecom to James Keene re: Mobile Food Trucks Ordinance, and White Clay CDD including green space issue;	0.33	200.00	66.00
Time log	1/24/2024, General, Telecom: Telecom from Attorney Neal O'Toole re: roadway improvements to Robinson Drive and background on Infrastructure Agreements;	0.27	200.00	54.00
Time log	1/24/2024, General, Telecom: Telecom to James Elensky re: Sole Source determination and discussion with Alex Abraham re: coordination for contract preparation;	0.68	200.00	136.00
Time log	1/24/2024, General, Telecom: Telecom from Alex Abraham re: review of proposal, scope of work and contract preparation;	0.35	200.00	70.00
Time log	1/24/2024, General, Telecom: Telecom from Attorney Tim Campbell re: roadway infrastructure for development projects and master meter for apartment project;	0.48	200.00	96.00
Time log	1/25/2024, General, Conference: Telecom to Loyd Stewart and James Keene re: preparation for Zoon conference; Reviewed Roadway Improvement Agreements; Zoom conference with developers, Attorney Len Johnson, Attorney Neal O'Toole, Attorney Tim Campbell, Loyd Stewart, James Keene, Richard Greenwood and Ted Adkins re: Robinson Drive, Grace Avenue, and Roe Road roadway improvements and responsibilities;	1.73	200.00	346.00
Time log	1/25/2024, General, Correspondence: Reviewed email from Attorney Tim Campbell re: Alliance master meter and application of Section 20-34 of the City Code of Ordinances;	0.10	200.00	20.00
Time log	1/25/2024, General, Correspondence: Drafted email to Pete Chichetto re: DR Horton;	0.07	200.00	14.00
Time log	1/25/2024, General, Correspondence: Reviewed email from Lisa Woodward re: White Clay CDD; Drafted reply email to Lisa Woodward and Attorney Jennifer Kilinski;	0.10	200.00	20.00
Time log	1/25/2024, General, Correspondence: Reviewed email from Alex Abraham re: ERP proposal;	0.10	200.00	20.00
Time log	1/25/2024, General, Correspondence: Reviewed email from Attorney Jennifer Kilinski and drafted reply email;	0.07	200.00	14.00
Time log	1/25/2024, General, Reviewed document(s): Reviewed Section 287.057, Florida Statutes re: competitive bidding process; Reviewed Florida Attorney General Opinion No. 2003-29 (Competitive bidding, city's modification of contract); Drafted email to James Elensky re: application of Section 287.057(3) related to sole source; Reviewed Notices of Intended Single/Sole Source and legal advertisement;	1.13	200.00	226.00
Time log	1/25/2024, General, Telecom: Telecoms from/to Attorney Peter Hagood re: Feltrim Place and Infrastructure Agreement for Roe Road;	0.62	200.00	124.00
Time log	1/25/2024, General, Telecom: Telecom from Attorney Tim Campbell re: Alliance master meter issue; Also discussed Grace Avenue/Robinson Drive roadway improvements;	0.27	200.00	54.00
Time log	1/25/2024, General, Telecom: Telecom from Loyd Stewart, James Keene and Ted Adkins re: review fees established by Ordinance; Also discussed Alliance master meter issue;	0.52	200.00	104.00
Time log	1/25/2024, General, Telecom: Telecom from James Keene, April Brown and Loyd Stewart re: Trinity Worship Center and lot construction permits, Alliance master meter issue, and DR Horton bonds;	0.58	200.00	116.00
Time log	1/26/2024, General, Correspondence: Reviewed email from Attorney Corby Myers re: Traffic Impact Fee Reimbursement and background information; Telecom to Corby Myers; Drafted email to James Keene re: review of background information;	0.32	200.00	64.00

Item	Description	Qty	Unit cost	Price
Time log	1/26/2024, General, Reviewed document(s): Two (2) telecoms from April Brown re: three issues related to DR Horton; Reviewed email from April Brown re: LDR provisions; Conference call with Pete Chichetto, James Keene, April Brown, and Ted Adkins;	1.07	200.00	214.00
Time log	1/26/2024, General, Telecom: Telecom from Attorney Jennifer Kilinski re: White Clay CDD and greenspace issue;	0.32	200.00	64.00
Time log	1/26/2024, General, Telecom: Telecom to James Keene re: White Clay CDD; Telecom from Rennie Heath;	0.27	200.00	54.00
Time log	1/26/2024, General, Telecom: Telecom to Mayor Roy Tyler re: eminent domain case status, White Clay CDD status, Feltrim Place and parking garage, and upcoming meetings;	0.50	200.00	100.00
Time log	1/26/2024, General, Telecom: Telecom to James Elensky re: updates on White Clay CDD, Alliance master meter issue, Sole Source contract and procedure, status of eminent domain case, internal ethics issue, and Feltrim Place and parking garage discussion;	1.60	200.00	320.00
Time log	1/29/2024, General, Correspondence: Drafted email to James Elensky, Loyd Stewart, and James Keene re: legislative history of Section 509.102, Florida Statutes, and Ordinance No. 18-1616; Reviewed Division of Hotels and Restaurants Application for Mobile Food Dispensing Vehicles; Reviewed regulations contained in other municipalities; Reviewed Florida Administrative Rules re: Mobile Food Dispensing Vehicles;	1.83	200.00	366.00
Time log	1/29/2024, General, Correspondence: Telecom to Mayor Roy Tyler; Drafted email to Margie Wells re: appointment;	0.10	200.00	20.00
Time log	1/29/2024, General, Drafted document(s): Drafted letter concerning alternative metering arrangements for Alliance; Drafted email to Omar DeJesus and James Keene;	0.73	200.00	146.00
Time log	1/29/2024, General, Drafted document(s): Drafted Notice of Single/Sole Source; Drafted email to James Elensky;	1.13	200.00	226.00
Time log	1/29/2024, General, Reviewed document(s): Revieweed email from Attorney Erica Smith Ewing re: Mobile Food Trucks Ordinance; Three (3) telecoms to/from Mayor Roy Tyler; Telecom to James Elensky; Two (2) telecoms to James Keene and Loyd Stewart; Reviewed Section 509.102, Florida Statutes re: mobile food trucks; Reviewed Article I, Section 9 of Florida Constitution; Reviewed Temporary Injunction Order in Garcia v. City of Fort Pierce case; Drafted email to Attorney Ewing re: receipt of email and letter; Drafted email to James Elensky, Loyd Stewart and James Keene;	4.60	200.00	920.00
Time log	1/29/2024, General, Telecom: Telecom from Lisa Woodward re: White Clay Community Development District;	0.07	200.00	14.00
Time log	1/29/2024, General, Telecom: Telecoms to Omar DeJesus and James Keene re: Alliance Master meter issue;	0.20	200.00	40.00
Time log	1/29/2024, General, Telecom: Reviewed email from Attorney Sheltron Rice and drafted reply email; Telecom from Attorney Shelton Rice re: application of Section 5.6.20 of City's Land Development Regulations related to prospective project and outdoor storage;	0.55	200.00	110.00
Time log	1/29/2024, General, Telecom: Telecom from James Elensky re: Mobile Food Trucks Ordinance, Sole Source contract, and Febrbruary 1 City Commission meeting;	0.75	200.00	150.00
Time log	1/29/2024, General, Telecom: Telecom from James Elensky, Loyd Stewart and James Keene re: letter from Institute for Justice concerning Mobile Food Trucks;	1.10	200.00	220.00
Time log	1/30/2024, General, Drafted document(s): Drafted email to Omar DeJesus re: Notice of Single/Sole Source; Drafted revisions to Notice; Reviewed proposal;	0.42	200.00	84.00
Time log	1/30/2024, General, Drafted document(s): Reviewed email from Omar DeJesus re: Alliance Realty Partners, LLC; Drafted revisions to draft letter; Drafted email to Attorney Tim Campbell re: draft letter;	0.67	200.00	134.00
Time log	1/30/2024, General, Drafted document(s): Reviewed proposal on ERP System and prepared Exhibit A; Telecoms to Vickie Ramsier; Telecom from Omar DeJesus re: review of Notice of Single/Sole Source; Telecom to James Elensky; Telecom to Vickie Ramsier and Andrea Henley-Pratt to coordinate Notice and Scope of Work (Exhibit);	1.50	200.00	300.00

Item	Description	Qty	Unit cost	Price
Time log	1/30/2024, General, Drafted document(s): Drafted Memorandum concerning recommendation to continue Second Reading of Ordinance No. 24-2066 (Mobile Food Truck Vendors);	1.47	200.00	294.00
Time log	1/30/2024, General, Telecom: Telecom from Attorney Peter Hagood re: Feltrim Place and parking garage;	0.22	200.00	44.00
Time log	1/30/2024, General, Telecom: Two (2) telecoms from James Elensky re: Notice of Single/Sole Source and Feltrim Place meeting;	0.23	200.00	46.00
Time log	1/30/2024, General, Telecom: Telecom to Mayor Roy Tyler re: Feltrim Place and parking garage; Also discussed Mobile Food Trucks Ordinance, enactment of Section 509.102, Florida Statutes, and revisions to City Code provisions;	1.28	200.00	256.00
Time log	1/30/2024, General, Telecom: Three (3) telecoms to/from Margie Wells re: Feltrim Place meeting;	0.10	200.00	20.00
Time log	1/30/2024, General, Telecom: Telecom from James Keene re: Alliance Realty Partners, LLC and draft letter; Also discussed status of White Clay Community Development District;	0.30	200.00	60.00
Time log	1/30/2024, General, Telecom: Telecom from Loyd Stewart re: Mobile Food Trucks Ordinance;	0.03	200.00	6.00
Time log	1/30/2024, General, Telecom: Telecom to Attorney Erica Smith Ewing re: Mobile food dispensing vehicles;	0.05	200.00	10.00
Time log	1/30/2024, General, Telecom: Telecom to Commissioner Anne Huffman;	1.12	200.00	224.00
Time log	1/30/2024, General, Telecom: Telecom to Attorney Erica Smith Ewing at Foundation for Justice concerning Mobile Food Dispensing Vehicles;	0.63	200.00	126.00
Time log	1/30/2024, General, Telecom: Telecom to James Elensky re: Mobile Food Dispensing Vehicles;	0.15	200.00	30.00
Time log	1/30/2024, General, Telecom: Telecom from Loyd Stewart re: media inquiry concerning Mobile Food Truck Vendors Ordinance;	0.07	200.00	14.00
Time log	1/31/2024, General, Correspondence: Reviewed email from Omar DeJesus re: Alliance Realty Partners, LLC draft letter; Drafted reply email;	0.13	200.00	26.00
Time log	1/31/2024, General, Correspondence: Reviewed emails from Omar DeJesus re: Alliance Realty Partners, LLC draft letter; Drafted reply email to Omar DeJesus; Drafted email to Attorney Tim Campbell;	0.33	200.00	66.00
Time log	1/31/2024, General, Correspondence: Reviewed email from Attorney Jennifer Killinski re: request for continuance; Reviewed email from Lisa Woodward re: correction to legal description; Telecom to Lisa Woodward;	0.40	200.00	80.00
Time log	1/31/2024, General, Drafted document(s): Revised Memorandum on recommendation to continue hearing on Ordinance No. 24-2066 (Mobile Food Trucks); Telecom from James Elensky; Drafted email to City Commissioners and staff concerning Memorandum;	0.43	200.00	86.00
Time log	1/31/2024, General, Telecom: Telecom from Loyd Stewart and James Keene re: White Clay CDD, Mobile Food Vendor Ordinance, and upcoming City Commission meeting;	0.55	200.00	110.00
Time log	1/31/2024, General, Telecom: Telecom from Attorney Jennifer Killinski re: White Clay CDD and green space issue;	0.15	200.00	30.00
Time log	1/31/2024, General, Telecom: Telecom to Sharon Lauther re: Form 6 requirements and First Amendment to City Manager Agreement;	0.17	200.00	34.00
Time log	1/31/2024, General, Telecom: Telecom to Commissioner Anne Huffman;	0.20	200.00	40.00
Time log	1/31/2024, General, Telecom: Telecom to Merissa Green re: media requests concerning Mobile Food Trucks Ordinance;	0.15	200.00	30.00
Time log	1/31/2024, General, Telecom: Telecom from Richard Greenwood re: Mobile Food Trucks Ordinance; Telecom to Margie Wells re:	0.17	200.00	34.00
Time log	1/31/2024, General, Telecom: Telecom to Commissioner Morris West re: White Clay CDD and Mobile Food Truck Ordinance;	0.67	200.00	134.00
Time log	1/31/2024, General, Telecom: Telecom to James Elensky re: White Clay CDD, Mobile Food Truck Ordinance, and upcoming City Commission meeting;	0.95	200.00	190.00

Item	Description	Qty	Unit cost	Price
Time log	1/31/2024, General, Telecom: Telecom to James Elensky re: Feltrim Place meeting;	0.65	200.00	130.00
			Total:	21796.00

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

<b>Invoice #:</b>	<b>0000150</b>
Date:	2/8/2024
Amount due:	1043.40
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	1/3/2024, Montez, Elva, Correspondence: Telecom from Chandra Hall re: public records request related to Police Department officer; Reviewed emails from Chandra Hall, Greg Goreck, Gabriel Garcia, and N. Dublino;	0.22	210.00	46.20
Time log	1/8/2024, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Michael Sznajstajler re: RES proposal; Drafted email to James Elensky and Mayor Roy Tyler re: RES proposal;	0.27	180.00	48.60
Time log	1/9/2024, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Jim Spalla re: communication with Defendant's counsel;	0.03	180.00	5.40
Time log	1/9/2024, Bowen TV/McCall, Telecom : Telecom conference with Attorney Mark Lawson, Attorney Jim Spalla, and Attorney Michael Sznajstajler re: test well data and RES proposal;	0.50	180.00	90.00
Time log	1/10/2024, Bowen TV/McCall, Correspondence: Telecom from Michael Triano re: Phase I Environmental Audit; Drafted email to Michael Triano;	0.17	180.00	30.60
Time log	1/11/2024, Lopez, Reviewed document(s): Reviewed two emails from Court Administrator and Motion for Default; Telecom to Attorney Garrett Gaa re: Complaint and basis for case; Drafted email to Garrett Gaa re: Complaint;	0.42	180.00	75.60
Time log	1/11/2024, Mohit v. COHC Circuit Court 2023, Reviewed document(s): Reviewed email from Court Administrator and Affidavit of Support;	0.20	210.00	42.00
Time log	1/12/2024, Bowen TV/McCall, Telecom : Telecom to Mayor Roy Tyler re: background and status of eminent domain case;	0.67	180.00	120.60
Time log	1/12/2024, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: status of eminent domain case and strategy for next steps;	0.27	180.00	48.60
Time log	1/16/2024, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: Phase II Invironmental Audit;	0.12	180.00	21.60
Time log	1/16/2024, Rogers v. Safariland, Correspondence: Two (2) telecoms from Erica Sanchez re: deposition; Reviewed email from Melba Viera and Amended Notice of Taking Videotaped Deposition;	0.20	210.00	42.00
Time log	1/18/2024, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Michael Sznajstajler re: Phase II Environmental Audit and drafted reply email;	0.07	180.00	12.60
Time log	1/19/2024, Bowen TV/McCall, Telecom : Two (2) telecoms from Attorney Michael Sznajstajler re: Brownfields program and next step related to Phase II Environmental Audit;	0.18	180.00	32.40

Item	Description	Qty	Unit cost	Price
Time log	1/26/2024, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Michael Sznajstajler and draft Phase II Environmental Report received from RES; Drafted email to Attorney Mark Lawson and Attorney Jim Spalla re: review of draft Audit; Telecom to Michael Sznajstajler re: draft Report;	0.70	180.00	126.00
Time log	1/26/2024, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: review of Phase II Environmental Report and next steps;	0.17	180.00	30.60
Time log	1/30/2024, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: review of Phase II Environmental Report and analysis issues to be addressed;	0.38	180.00	68.40
Time log	1/31/2024, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: discussions with Defendant's counsel concerning Phase II Environmental Audit; Also discussed strategy for presenting decision to the City Commission;	0.40	180.00	72.00
Time log	1/31/2024, Mohit v. COHC Circuit Court 2023, Reviewed document(s): Reviewed two (2) emails from Court Administrator, Notice to Take Judicial Notice; Defendant's Dispositive Motion to Dismiss, and Complaint for Declaratory Judgment;	0.47	210.00	98.70
Time log	1/31/2024, Mohit v. COHC Federal Court 2023, Reviewed document(s): Reviewed Affidavit of Support (Benedict Mohit), Code Enforcement Notice, and Photographs of Mohit real property;	0.15	210.00	31.50
			<b>Total:</b>	<b>1043.40</b>

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

<b>Invoice #:</b>	<b>0000149</b>
Date:	2/8/2024
Amount due:	70.50
Terms of payment:	

Here goes text above the list of items.

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit cost</b>	<b>Price</b>
Time log	1/4/2024, General, Conference: Attended CRA Meeting via phone;	0.47	150.00	70.50
			<b>Total:</b>	<b>70.50</b>

Here goes text below the list of items.



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 7<sup>th</sup> day of March, 2024, 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 **Claretta Shilleto Fisher** , whose permanent address is **233 N 9th St Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said **Claretta Shilleto Fisher** 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: E Lot : 27 Space: 3**

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 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 Gloria Hatchett, whose permanent address is 1504 N 26th. Terrace Haines City, FL 33844 of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of \$600.00 to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Gloria Hatchett of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the Oakland Cemetery in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: G Lot : 15 Space: 6**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

**TO HAVE and TO HOLD** the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

**IN WITNESS WHEREOF**, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HAINES CITY**  
620 East Main Street  
Haines City, Florida 33844  
Telephone (863)-421-3600

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **Lupe McDaniel**, whose permanent address is **970 Ave M NE Winter Haven, FL 33881** 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 Lupe McDaniel of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: A Lot : 9 Space: 2**

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 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **Tameka O'Hara**, whose permanent address is **408 N 6th St 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 Tameka O'Hara of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: COL1 Lot : EAST Space: A8**

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 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **Roy Scarlett**, whose permanent address is **1758 Elbert Acres Ct NE Winter Haven, FL 33881** 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 Roy Scarlett of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: G Lot : 52 Space: 6**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

**TO HAVE and TO HOLD** the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

**IN WITNESS WHEREOF**, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HAINES CITY**  
620 East Main Street  
Haines City, Florida 33844  
Telephone (863)-421-3600

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **Paddie Allen**, whose permanent address is **1601 N 19th St Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Paddie Allen 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 : 35 Space: 6**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

**TO HAVE and TO HOLD** the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

**IN WITNESS WHEREOF**, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HAINES CITY**  
620 East Main Street  
Haines City, Florida 33844  
Telephone (863)-421-3600

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **Heavens L. Anderson** , whose permanent address is **5786 Marsh Landing Dr Winter Haven, FL 33881** 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 Heavens L. Anderson of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: G Lot : 16 Space: 7**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

**TO HAVE and TO HOLD** the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

**IN WITNESS WHEREOF**, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HAINES CITY**  
620 East Main Street  
Haines City, Florida 33844  
Telephone (863)-421-3600

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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  
CITY OF HAINES CITY  
620 East Main Street  
HAINES CITY, FLORIDA 33844  
PLEASE RECORD & RETURN TO PREPARER

**CORRECTIVE DEED**

**THIS INDENTURE**, Made this 7<sup>th</sup> day of March, 2024 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 **Jer'Manica Anglin**, whose permanent address is **513 Ridges Dr, Dundee, FL 33838** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$1.00** 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 **Magda Rosa** of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: Oakland Block: G Lot: 55 Space: 6**

**CEM: Oakland Block: G Lot: 55 Space: 8**

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

This corrective deed replaces a previous corrective deed dated January 16<sup>th</sup>, 2024. We are correcting the address zip code to read 33838 instead of 33858. That deed was recorded in the Polk County Clerk of Courts on February 20, 2024 in Book Number 13011 on pages 1953-1954. The original cemetery deed has been voided.

**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. 18-1614 of the City of Haines City, dated September 20, 2018, 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) No cemetery burial space shall be sold, transferred, or conveyed by any owner without consent to transfer from the Cemetery Administrator.

**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 hereinabove written.

**CITY OF HAINES CITY**

620 East Main Street  
Haines City, Florida 33844  
Telephone (863) 421-3600

Signed, Sealed and Delivered  
In the presence of:

By: \_\_\_\_\_  
**H.L Roy Tyler Mayor-Commissioner**

ATTEST:

By: \_\_\_\_\_  
**Sharon Lauther, MMC, City Clerk**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

**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 7<sup>th</sup> day of March, 2024, 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 **Surbreeka Brown**, whose permanent address is **2316 Melbourne Ave Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Surbreeka Brown of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: G Lot : 30 Space: 1**

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 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **James Crews** , whose permanent address is **880 Kokomo Rd Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said James Crews of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: A Lot : 23 Space: 6**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

**TO HAVE and TO HOLD** the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

**IN WITNESS WHEREOF**, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HAINES CITY**  
620 East Main Street  
Haines City, Florida 33844  
Telephone (863)-421-3600

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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 7<sup>th</sup> day of March, 2024, 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 **Donte Desir**, whose permanent address is **855 Galloway St Lake Alfred, FL 33850** 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 Donte Desir 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 : 26 Space: 5**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

**TO HAVE and TO HOLD** the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

**IN WITNESS WHEREOF**, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF HAINES CITY**  
620 East Main Street  
Haines City, Florida 33844  
Telephone (863)-421-3600

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print 620 E Main St. Haines City FL 33844

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)



**CITY COMMISSION MEETING HAINES CITY, FLORIDA**

**MINUTES**

**February 15, 2024, 7:00 p.m.**

**City Hall Commission Chambers**

**620 E. Main Street, Haines City, FL 33844**

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

Present: Mayor H.L. Roy Tyler  
Vice-Mayor Omar Arroyo  
Commissioner Anne Huffman  
Commissioner Morris West

Absent: Commissioner Vernel Smith

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

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**1. CALL TO ORDER**

The Mayor called the City Commission Meeting to order at TIME on DATE in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

**2. INVOCATION**

The Pastor Anderson provided the invocation.

**3. PLEDGE OF ALLEGIANCE**

The Mayor led the pledge of allegiance.

**4. PRESENTATIONS AND PROCLAMATIONS**

City Clerk Lauther read all of the proclamations in to the record.

4.a Proclamation Sensei Diego Hernandez

4.b Proclamation American Heart Month

4.c Proclamation Inner Wheel Foundation

**5. CONSENT AGENDA**

City Clerk Lauther advised the Commission that the board application for the General Employee Pension board needed to be tabled until the next meeting. Mayor Tyler asked if there were any other questions regarding the items on the consent agenda. The public hearing was now opened. No one came forward and the public hearing was closed.

**Moved by** Omar Arroyo

**Seconded by** Anne Huffman

Approve consent as a whole.

**Carried**

5.a General Employee Pension Board Application

5.b Cemetery Deeds

5.c Minutes to be Approved

5.d Amendment No. 2 to Water Use Permit (WUP) Compliance Agreement with CHA Consulting

Staff recommends approval of Amendment No. 2 for CHA Consulting agreement for WUP Compliance Assistance and Development of a WUP Modification Application.

- 5.e Community Development Block Grant (CDBG) Sidewalk Grant Administration Contract with Kimley-Horn

Staff recommends approval of the Community Development Block Grant (CDBG) Sidewalk Grant Administration Contract with Kimley-Horn for grant administration services.

## 6. OLD BUSINESS

- 6.a Ordinance No. 24-2066 – Amend Chapter 15 of the Code of Ordinances – Section 15-62, Section 15-63(8) and adding Section 15-66 – Mobile Food Vendors – Second Reading

At this time, Commissioner Smith needs to recuse himself from voting as there a conflict of interest. Commissioner Smith will file a conflict of interest form with the Clerk. This ordinance No. 242066 is up for second reading. The attorney is making a recommendation to close this ordinance and terminate the process. The Commission will allow the attorney and staff to work on a new ordinance. Attorney will do a new ordinance to repeal the existing ordinance, or do another ordinance

The attorney can prepare three (3) different drafts to be discussed at a future workshop. Commissioner Huffman feels that the work product should be among the Commission before putting it out to the public. Commissioner West states that we should have more than one version and discuss in a workshop.

Vice-Mayor Arroyo states that we should only have one version to work with so that there is no confusion. Looking at multiple versions will bring more confusion.

Commissioner West states that we need to have multiple versions. Commissioner West states that the City needs to follow the state regulations.

Attorney Reilly stated that he had two versions presently - A would repeal the existing code provisions- Version B- repeal and create a new set of regulations and have a more refined version. Discussion took place. The workshop will be on March 21, 2024.

Attorney Reilly also brought up the White Clay ordinance that was continued to tonight's meeting. Unfortunately the legal description is still not accurate and the developer is still working with the surveyors. Re-advertising will be done at the next meeting scheduled for March 7, 2024.

At this time, Mayor Tyler opened the public hearing. Katrin Marquez from 13177 SW 10 Ierr Drive., Miami, FL 33187 supports terminating the existing ordinance in place -

Attorney Reilly read the ordinance for record purposes and clarity- OrdinanceNo. 24-2066

**Moved by** Morris West

**Seconded by** Anne Huffman

Staff recommends the City Commission adopt Ordinance No. 24-2066, to amend Chapter 15 of the Code of Ordinances, Section 15-62, Section 15-63(8), and add Section 15-66, on second reading.

**Carried**

## **7. NEW BUSINESS**

### **7.a Resolution 24-1777 Capital Improvement Revenue Bond Interest Rate Amendment**

Finance Director Omar Dejesus explained the need for the Bond Interest Rate Amendment. This bond was originally used to build City Hall and the index has now gone away and a new index needs to be assessed to create a new interest rate. Discussion took place. Mayor Tyler opened up the public hearing. No one came forward and the public hearing was closed. Commissioner Arroyo introduced Resolution 24-1777. Attorney Reilly read Resolution 24-1777 in to the record.

**Moved by** Morris West

**Seconded by** Anne Huffman

Staff recommends approval of the loan modification to amend the revenue bond interest rate.

**Carried**

7.b Resolution No. 24-1778 – Gracelyn Grove Phase 2 – Final Plat

Richard Greenwood, Director of Development Services gave an overview of the Resolution needed for the final plat. Commissioner West inquired as to how many homes were in the development. Commissioner West also inquired how much water will be needed for this development. Discussion took place. Mayor Tyler opened up the public hearing. No one came forward and the public hearing was closed. Commissioner Smith introduced Resolution No. 24-1778. Attorney Reilly read the resolution in to the record..

**Moved by** Morris West

**Seconded by** Vernel Smith

Staff recommends the City Commission grant approval for Resolution No. 24-1778 for the Gracelyn Grove Phase 2 Final Plat.

**Carried**

7.c Fireworks Display Agreement for Thunder on the Ridge

Gerald Richardson, Deputy Parks and Recreation Director presented the agreement for Thunder on the Ridge and gave the history of bid requests. Discussion took place. Commissioner Huffman asked if no one responded to the bid and Island outdoor Management has been vetted very carefully. Commissioner West inquired about any costs with cancelling the contract in its final year. Deputy Richardson no costs were associated with the cancellation. Commissioner Smith inquired if this company has worked with other municipalities. Mayor Tyler opened up the public hearing. No one came forward and the public hearing was closed.

**Moved by** Morris West

**Seconded by** Omar Arroyo

Staff recommends the approval of the Fireworks Display Agreement for Thunder on the Ridge with Island Outdoor Management, Inc.

**Carried**

7.d Request for Qualifications (RFQ) 23-11 Audio Visual Continuing Contract Award

Finance Director, Omar DeJesus present the RFQ 23-11 continuing contract. Only one vendor responded to the RFQ. the ERC is making a recommendation to

approve the contract. Commissioner Smith asked about timelines and milestones in place. Director DeJesus assured the Commission that it would be task by task to complete and if any task came to more than \$50,000 it would come before the Commission. Discussion took place. Mayor Tyler opened up the public hearing. No one came forward and the public hearing was closed.

**Moved by** Omar Arroyo

**Seconded by** Anne Huffman

Staff recommends the City Commission award the RFQ 23-11 for the Audio/Visual Continuing Contract to VisionWorx, LLC dba CCS Presentation Systems.

**Carried**

- 7.e Audio Visual Continuing Contract with VisionWorx, LLC dba CCS Presentation Systems (Request for Qualifications 23-11)

Finance Director, Omar DeJesus presented the qualifications for the RFQ 23-11. This is the actual contract that needs to be signed and get in motion. Discussion took place. Public hearing was opened. No one came forward and the public hearing was closed.

**Moved by** Anne Huffman

**Seconded by** Omar Arroyo

Staff recommends approval of the contract for Audio/Visual Continuing Contract with VisionWorx, LLC, dba CCS Presentation Systems regarding RFQ 23-11.

**Carried**

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

Sharon Garrett off of Carl Boozer Road inquired about a setback that should be

**9. CITY MANAGER'S REPORT**

City Manager Elensky inquired about when the audio visual part will be in. Brian Ross, TMD Technology Director stated that the part was ordered two-three months ago. Director Ross will do some more troubleshooting. City Manager Elensky discussed the streaming that the City is not doing currently. Mayor Tyler inquired about the cost..

Chili's and Miller's Ale House are nearing to have a ground breaking soon. City Manager Elensky talked about the new Haines City guide that will be brought to the next meeting.

**10. CITY CLERK'S REPORT**

City Clerk Lauther recognized the cadets from the Citizens Academy who attended the meeting. City Clerk Lauther gave a short update on qualifying and reminded everyone that the last day to register to vote is March 4, 2024.

**11. CITY ATTORNEY'S REPORT**

None.

**12. COMMISSION COMMENTS**

**Commissioner Huffman-** Congratulations to the City Clerk on the live video . An inquiry about two hour signs being placed at her business. Commissioner Huffman stated her concerns about staff parking behind the Italian business. Commissioner Huffman also received complaints about the metal chairs being used and would like to see them changed out. Commissioner Huffman states that there is only one bench around the event center. Commissioner Huffman feels that at least two more benches to be installed. Commissioner Huffman is very proud of Omar Jr who read three million words in school. Commissioner Huffman would like for him to be recognized. Commissioner discussed judging a debate team at Florida Souther College. The students were middle school and high school students. Gabriel Gorry a Haines City High School student won third place and will be traveling to Jacksonville to compete.

**Commissioner West-** Had a concern as to how much our police and fire employees are paying into their pension. Commissioner West would like to see the City review the pension plan so that we can attract and keep our fire and police employees to keep retention for the City. There is a collective bargaining unit associated with the employees.

**Commissioner Smith-** Inquired about an advisory committee to be created to update some out dated ordinances.

**Mayor Tyler-** thanked the Commission for all they do and also hopes that the public realizes that the Commission has Haines City best interest at heart.

**13. ADJOURNMENT**

Without any further business the meeting was adjourned at 8:37 PM.

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Roy Tyler, Mayor

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Sharon Lauther, MMC, City Clerk



**CITY COMMISSION WORKSHOP HAINES CITY, FLORIDA**

**MINUTES**

**February 15, 2024, 6:00 p.m.**

**City Hall Commission Chambers**

**620 E. Main Street, Haines City, FL 33844**

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

Commissioners in Attendance: Mayor H.L. Roy Tyler  
Vice Mayor Omar Arroyo  
Commissioner Morris West  
Commissioner Anne Huffman

Absent: Commissioner Vernel Smith

Staff in Attendance: City Manager, James Elensky  
City Attorney, Fred Reilly  
Deputy City Clerk, Erica Sanchez

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**1. CALL TO ORDER**

The Mayor called the City Commission Meeting to order at 6: on February 15 2024 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

**2. DISCUSSION REGARDING FOOD TRUCK ORDINANCE**

City Attorney Fred Reilly The purpose of this Memorandum is to provide City Commissioners with my recommendations concerning Ordinance No. 24-2066 (Mobile Food Vendors).

**Background.**

Ordinance No. 18-1616 (Mobile Food Vendors) was enacted on October 4, 2018.

Section 509.102, Florida Statutes, (Mobile food dispensing vehicles) was enacted in 2020 and amended in 2022.

The City Commission approved Ordinance No. 24-2066 on First Reading on January 16, 2024. Ordinance No. 24-2066 would revise the legal standards previously established by Ordinance No. 18-1616.

On February 1, 2024, the City Commission continued the Second Reading of Ordinance No. 24-2066 until February 15, 2024. The City Commission also scheduled a Workshop for February 15, 2024, to consider the topic of Mobile Food Trucks and amendments to the City Code provisions.

Since the February 1, 2024, City Commission meeting, I have worked with City staff to further revise the proposed amendments to the Code provisions (the “Mobile Food Dispensing Vehicles Text Amendments”). The Mobile Food Dispensing Vehicles Text Amendments will be significantly different from the text of Ordinance No. 24-2066. City staff and I are working to finalize the Mobile Food Dispensing Vehicles Text Amendments for the City Commission’s further consideration. If possible, the Mobile Food Dispensing Vehicles Text Amendments will be provided to the City Commission prior to the Workshop set for February 15, 2024.

**Mayor Tyler** took a moment to clarify to the audience and the media that the city's intent was never to abolish food trucks but to address concerns that had been brought to the city council by some of their constituents and lawfully regulate this business fairly and practically. in this process, we needed to make sure that the ordinance that was legally written in 2018 was compliant with the statutory language from the state's statute for adopting in 2020 and amended in 2022. We also heard the concerns from others who led them to this meeting.

**Commissioner West** explained that he remained silent at the last meeting because he listened to what was said and then researched it, revealing that small businesses are our economy's backbone, employing 67.1M people nationwide. He cited FL Statute 519.102 which governs mobile food trucks. As a small business owner himself, he was unable to not support small businesses, and food trucks are considered small businesses. As city

law supersedes state law, he strongly believes that they should leave the ordinance as is and allow it to govern the food truck law in our city.

**Mayor Tyler** said he believes that what should be done is to not vote on the previously passed ordinance. This is to ensure it echoes the state statute. Furthermore, he said that they need to do something to ensure that small businesses operating in Haines City also have a chance.

**Commissioner Huffman** said that she agrees with the mayor that they need to support the brick-and-mortar restaurants as well as the food trucks. She reiterated what she said on social media that she supports food trucks that are in compliance and will not support those who are not.

**Vice-Mayor Arroyo** said they never threatened to shut down food trucks and anyone operating within the law can continue to do business in the city. The purpose of the ordinance was to prevent food truck owners from operating without complying with the City's ordinance. Land regulations must be followed if you want to do business in the city. He hopes that at the end of all this, we can come up with something that works for everyone.

**Commissioner West** a possible cause of the confusion could have arisen due to one of them mentioning that there would be no more business tax receipts.

**Commissioner Huffman** clarified that the City Manager Elensky stated that there will be no tax receipts until Oct 1, 2024.

**City Manager Elensky** said that Florida statutes prohibit cities from obtaining BTR funds for food trucks, so they stopped accepting money.

**Commissioner West** read a statement from the minutes of a previous meeting regarding the BTR receipt confusion.

**City attorney Fred Reilly** said discussions should focus on what you want to do about food trucks and land regulations, in addition to what the state mandates. He encouraged the commission to listen to as many residents as they have an opportunity to.

The following residents spoke about their concerns regarding the current proposal.

Katrin Marquez

Michael Blasco

Jayne Hall

Sharon Garrett

Sally Wren

Christopher Diaz

Arron Robles

Linar wood

Katrin Marquez

Angela Hernandez

Laura Mora

**City Attorney Fred Reilly** said he suggested to the commission that they not adopt the current version of that ordinance. Instead, they should start over with an updated version of the ordinance that will be prepared by him and the staff.

**Deputy City Manager Loyd Stewart** clarified that there are 38 food trucks in the city, 32 of which are out of compliance and 6 of which are compliant.

### 3. ADJOURNMENT

Without any further business the meeting was adjourned at 7:00.

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Roy Tyler, Mayor

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Sharon Lauther, MMC, City Clerk

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Fred Reilly, City Attorney



## City of Haines City Advisory Board Application

Thank you for your interest in serving the City of Haines City as a member of one of the City’s advisory boards. If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk’s Office at 863-421-9921. Please rank the top three choices, using 1, 2, and 3, with one being the first choice.

- Board of Adjustment \_\_\_\_\_
- Community Redevelopment Agency (CRA) \_\_\_\_\_
- CRA - Citizens Advisory Committee \_\_\_\_\_
- Emerging Youth Advisory Council \_\_\_\_\_
- Firefighters Pension Board of Trustees \_\_\_\_\_
- General Employees’ Pension Board of Trustees \_\_\_\_\_
- Lakes Advisory Board \_\_\_\_\_
- Parks and Recreation Advisory Board X \_\_\_\_\_
- Planning Commission \_\_\_\_\_
- Police Pension Board of Trustees \_\_\_\_\_
- Public Safety Advisory Board \_\_\_\_\_

**Personal Information** Haines City Resident: Yes  No

Name: Bharath Gali

Home Address: (Do Not use P.O. Box) 3831 Old Haines City lake alfred

City: Haines City Zip: 33844 Contact Phone: 317-219-3236

Email: gali@gdninfo.net

**Employment Information – Please attach resume with submission**

Employer: GDN INFOTECH INC Position Title: President

Business Address: 2346 S Lynhurst Dr Suite #201C, Indianapolis, IN

Email: gali@gdninfo.net Zip: 46241 Contact Phone: 317-219-3236

Signature: 

Date: 01/26/2024



## Bharath Gali President GDN INFOTECH

[www.gdninfo.net](http://www.gdninfo.net)

IT Company since 2005. We have 75 employees and our years revenues are 7 million. Our offices located in US and India. Bharath Gali is the President. We do software application development and application support in US.

Below are Awards Company got in the past.



Governor Mike Pence is dedicated to continuing Indiana on a pathway to success through fiscal responsibility, economic development and educational opportunity. Today, at Recognizing America's Job Creators Luncheon hosted by The Minority Business RoundTable (MBRT) with Bharat Gali, CEO of GDN Infotech, Governor Mike Pence, Raju Chinthala, President of IHSC Committee and Dr. Toby Malichi CEO Malichi Group



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# HAINES CITY

WWW.HAINESCITY.COM

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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:** March 7, 2024

**Subject:** Ordinance No. 23-2043 – Rescind Second Reading and Re-Adopt the Amended Large-Scale Land Use Amendment for Wynnstone Properties – Adoption – Second Reading

### Executive Summary

Rescind and re-adopt the Amended 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

On November 16, 2023, the second reading and adoption of Ordinance 23-2043, was heard, however, the adoption package was inadvertently not transmitted to the Development of Economic Opportunity n/k/a Florida Commerce. Upon the discovery, Staff transmitted the adoption package as required.

Once the adoption package was received by Florida Commerce, it was returned as it did not follow Section 163.3184(4), Florida Statutes, which requires all Comprehensive Plan Amendments to be transmitted within ten (10) working days after the second public hearing to the State Planning Agency, (Florida Commerce). In the past, the State has worked with the cities in allowing adoption transmittals to be submitted as long as they fell within the six (6) month time period that is allowed for adoption, however with the new administration of the Agency, they are becoming very strict.

As such, the purpose of this Agenda Item is to rescind, re-adopt and resubmit this Amended Comprehensive Plan Amendment to the State Planning Agency, Florida Commerce. Below is the prior background that was provided at the November 16, 2023, City Commission meeting in the Agenda Item.

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 rescind, and re-adopt the Amended Ordinance No. 23-2043, on Second Reading.



**AMENDED  
ORDINANCE NO. 23-2043**

**AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA, RESCINDING THE SECOND READING AND RE-ADOPTING THE AMENDMENT TO 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**, this Ordinance was approved on Second Reading on November 16, 2023, but was not timely transmitted to the State Planning Agency in compliance with

Section 163, 3184(4), Florida Statutes. The City Attorney and Staff have recommended that the City Commission rescind the prior Second Reading of the Ordinance and re-adopt the Ordinance on Second Reading so that the Ordinance can be timely transmitted to the State Planning Agency in compliance with Section 163.3184(4), Florida Statutes; 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 7<sup>th</sup> day of March, 2024.

**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 SW<sup>1</sup>/<sub>4</sub> 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 <sup>1</sup>/<sub>2</sub> 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 <sup>1</sup>/<sub>4</sub> 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 <sup>1</sup>/<sub>4</sub> 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 <sup>1</sup>/<sub>4</sub> 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 NW<sup>1</sup>/<sub>4</sub> 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 NORTH<sup>1</sup>/<sub>2</sub> 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

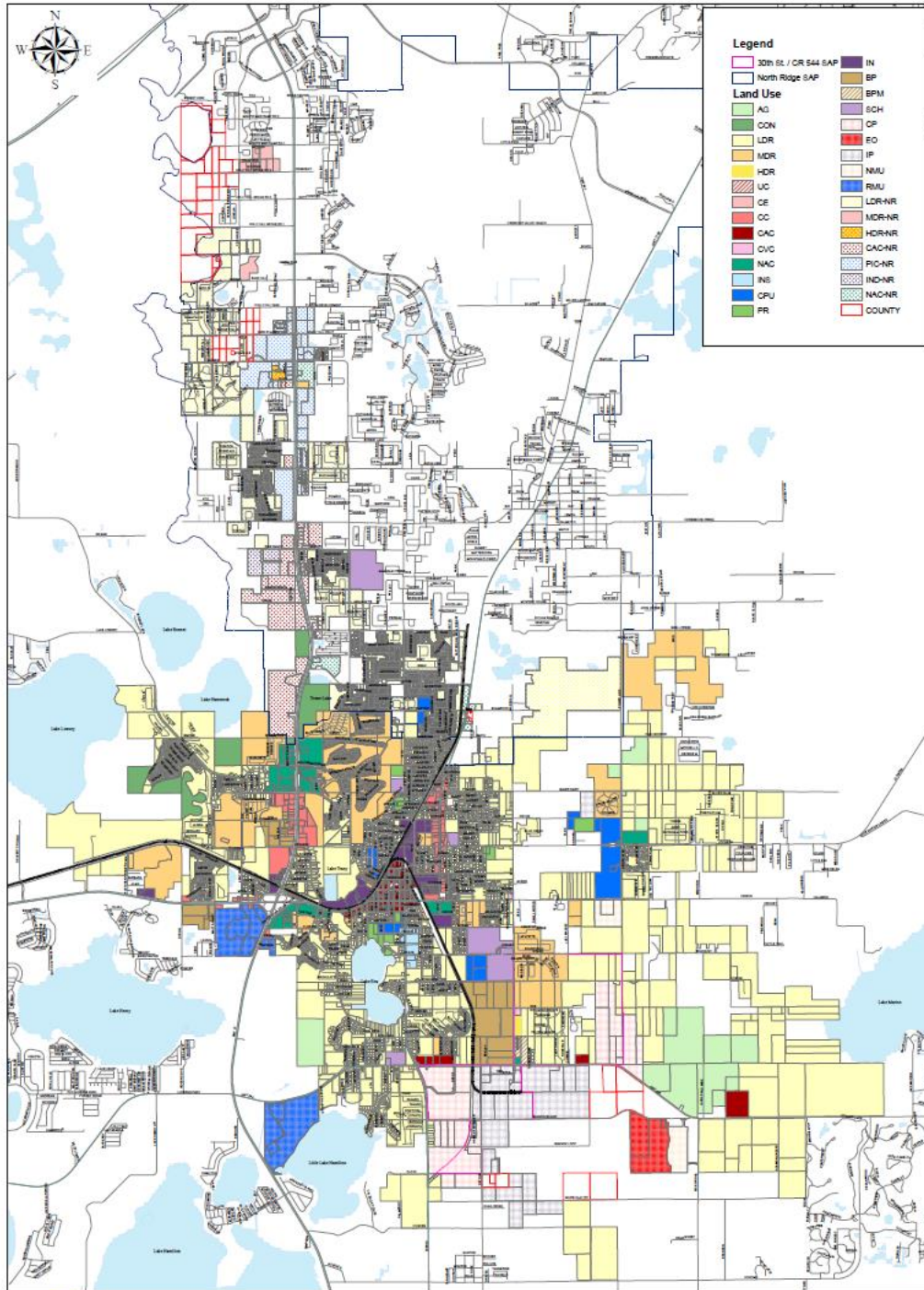
**Parcel ID: 27-26-31-708500-030210**

**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

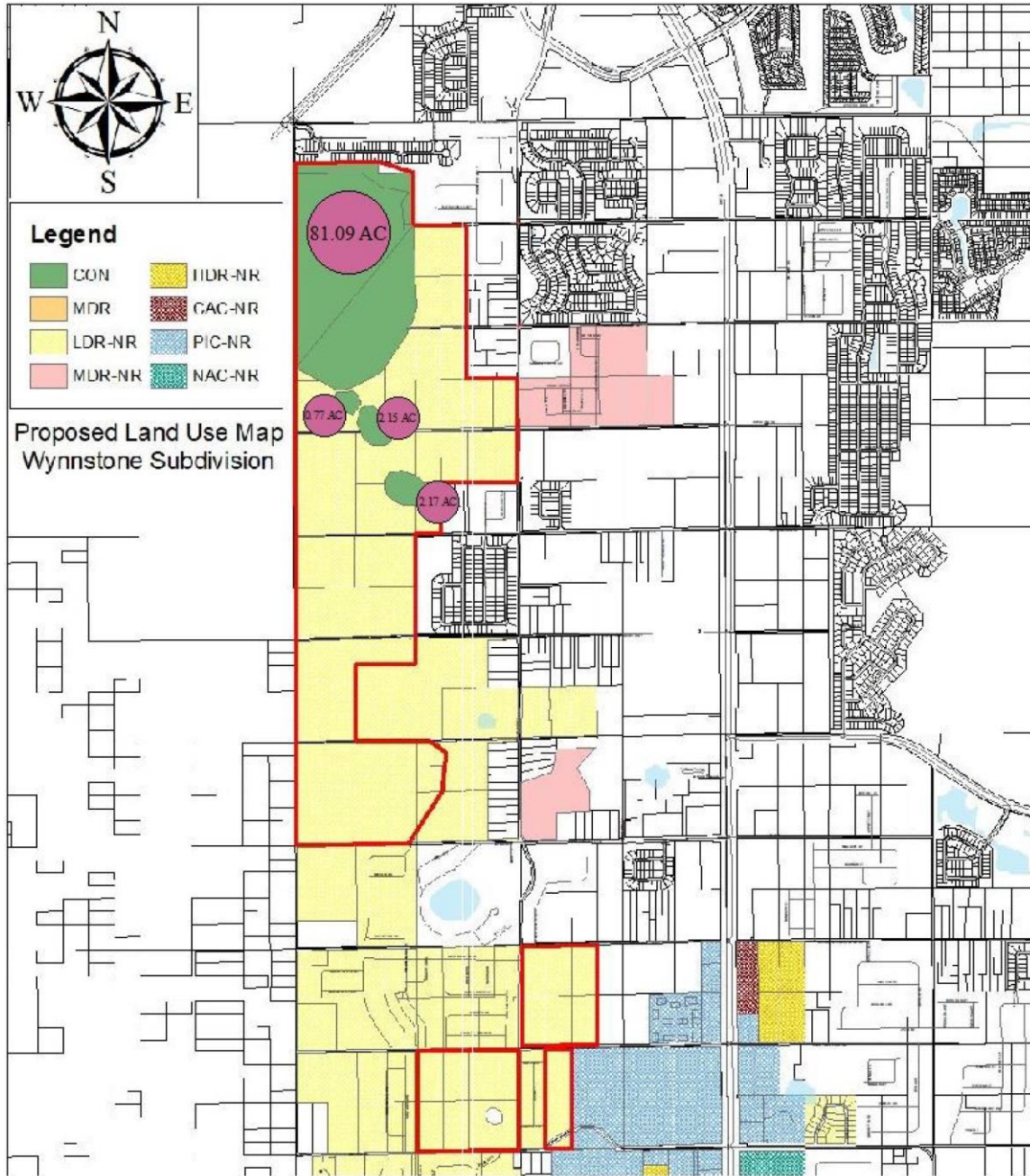


**Haines City Future Land Use Map**  
 Adopted February 2, 2023  
 Ordinance No. 23-2034

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

WWW.HAINESCITY.COM

## **CITY MANAGER MEMORANDUM**

**To:** The Honorable Mayor and City Commissioners

**Through:** James R. Elensky, City Manager

**From:** Richard Greenwood, Development Services Director

**Date:** March 7, 2024

**Subject:** Ordinance No. 24-2068 –Text Amendments to the Land Development Regulations – Chapters 4, 5, 6, & 11 – First Reading

### **Executive Summary**

Consider text amendments to the Land Development Regulations for Chapter 4 – Definitions, Chapter 5 – Zoning, Chapter 6 – Special Provisions, and Chapter 11 – Off-Street Parking, Loading, Storage.

Staff Contact: Richard Greenwood, Development Services Director

### **Introduction**

The intent of the item to request amendments to the Land Development Regulations as follows:

Amend Chapter 4 – Definitions, Chapter 5 – Zoning, Chapter 6 – Special Provisions, and Chapter 11 – Off-Street Parking, Loading, Storage as follows:

Chapter 4 – Sec. 4.2.1 – Terms	Create a definition for <i>Performing Arts School/Training Center</i> .
Chapter 5 – Sec. 5.6.17. – Industrial Light Warehousing (ILW)	Change churches from a prohibited use and structure to requiring a Conditional Use Permit.
Chapter 6 – Sec. 6.5.4(A) – Permitted and conditional land uses by zoning district table.	Amend Table 6.5.4 to allow Performing Arts School as a Conditional Use in R-1A-NR and R-3-NR.
Chapter 6 – Sec. 6.5.4(A)(2) – Performing Arts School/Training Center Standards.	Created standards and conditions for Performing Arts School/Training Centers in the North Ridge SAP.
Chapter 11 – Sec. 11.1.2. – Application	Amended Parking Space Dimensions Table for 90 degree angle spaces that are wall to wall to reflect the correct dimensions.

On February 12, 2024, the Planning Commission voted unanimously to forward this request to the City Commission for approval.

**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 approve Ordinance No. 24-2068, for text amendments to the Land Development Regulations, Chapters 4, 5, 6, and 11 on first reading.

**ORDINANCE NO. 24-2068**

**AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF HAINES CITY, FLORIDA, ADOPTING TEXT AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY BY ADOPTING REVISIONS TO CHAPTER 4 – DEFINITIONS, CHAPTER 5 – ZONING, CHAPTER 6 - SPECIAL PROVISIONS, AND CHAPTER 11 – OFF-STREET PARKING, LOADING, STORAGE ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 163, Florida Statutes, empowers the City Commission of the City of Haines City, Florida 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. 796, Land Development Regulations to implement the adopted Haines City Comprehensive Plan; and

**WHEREAS**, the Haines City Planning Commission, at an advertised public hearing as required by Chapter 21 of the Land Development Regulations, has reviewed, heard public input and recommended that the City Commission adopt specific changes in the Land Development Regulations; and

**WHEREAS**, the City Commission of the City of Haines City, Florida considered all oral and written comments received during advertised public hearings, and the recommendations of the Haines City Planning Commission; and

**WHEREAS**, in exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to adopt specific changes in the Land Development Regulations 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, AS FOLLOWS:**

**Section 1. Amendment to the Land Development Regulations of Haines City, Florida.** The City Commission hereby amends portions of Chapter 4 – Definitions, Chapter 5 – Zoning, Chapter 6 - Special Provisions, and Chapter 11 – Off-Street Parking, Loading, Storage, of the Land Development Regulations, of Haines City, Florida, as follows by strike through for removal and underline for additions format and shall be effective as set forth below:

**SEE ATTACHED AS EXHIBIT A**

**Section 2. 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 3. Codification.** The Ordinance shall be codified and made a part of the official Code of Ordinances, Land Development Regulations, or Charter of the City of Haines City.

**Section 4. 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 5. 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.

**INTRODUCED AND PASSED** on first reading in regular session of the City Commission of the City of Haines City, this 7<sup>th</sup> day of March, 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sharon Lauther, MMC, City Clerk

\_\_\_\_\_  
H. L. "Roy" Tyler, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Fred Reilly, City Attorney

**PASSED** on second and final reading by the City Commission of the City of Haines City, Florida, at regular session this 21<sup>st</sup> day of March, 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sharon Lauther, MMC, City Clerk

\_\_\_\_\_  
H. L. "Roy" Tyler, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Fred Reilly, City Attorney

**EXHIBIT A**

**PROPOSED LAND DEVELOPMENT REGULATIONS**  
**TEXT AMENDMENTS**

**Chapter 4 – Definitions**

**Sec. 4.2.1. Terms.**

**Performing Arts School/Training Center. A multi-use performance space that is intended for use by various types of performing arts, including but not limited to, dance, music, theatre, gymnastics and aerial arts. The intended multiple use of performing arts centers in this sense differentiates them from single-purpose concert halls, opera houses or theatres.**

**Chapter 5 – Zoning**

**Sec. 5.6.17. ILW, Industrial Light, Warehousing.**

D. *Prohibited uses and structures.*

1. Dwelling units (including motel and hotel) except as provided under accessory uses, hospitals or clinics (except clinics in connection with industrial activity), nursing homes and similar uses, private or public elementary or high schools, churches, yards or lots for scrap or salvage operations or for processing, storage, display, or sale of any scrap, salvage, or secondhand building materials and automotive vehicle parts.

E. *Conditional use.* Permissible by the city commission after public hearing and subject to appropriate conditions and safeguards. The city commission may approve, deny or add additional conditions for all conditional use requests. (See section 19.2.4. of the LDR.)

5. Service establishments such as barber or beauty shop, shoe repair shop, restaurant, drive-in restaurant, interior decorator, photographic studio, dance or music studio, reducing salon or gymnasium, self-service laundry or dry cleaning pick up station, and similar activities.

**6. Churches.**

## Chapter 6 – Special Provisions

### Sec. 6.5.4(A). Permitted and conditional land uses by zoning district.

The following table 6.5.4 denotes the respective permitted and conditional uses that may be approved within each zoning district:

<b>TABLE 6.5.4(A): PERMITTED AND CONDITIONAL USES BY DISTRICT</b>							
<b>USES</b>	<b>R-1A-NR</b>	<b>R-3-NR</b>	<b>NAC-NR</b>	<b>CAC-NR</b>	<b>BP-NR and IND-NR</b>	<b>PIC-NR</b>	<b>CONSV-NR</b>
<b>RESIDENTIAL USES</b>							
Duplex, two-family attached	C	P					
Group living facility, family care home	P	P					
Group living facility, group home		P				C	
Group living facility, congregate	C	C				C	
Multifamily	PUD		PUD	PUD		PUD	
Short-term rental unit	C	C					
Single family dwelling	P	P					
<b>MIXED USES</b>							
Mixed use development			PUD	PUD		PUD	
<b>NONRESIDENTIAL USES</b>							
Alcohol packaged sales			P	P	P	P	
Agricultural uses	C	C					
Assembly, light					P		
Bar/lounge/tavern			P	P	P		

Bed and breakfast			C	C			
Childcare center	C	C	P	P		C	
Clinics and medical offices			P	P		P	
Communication tower, monopole					C	C	
Community center	C	C	P	P			
Convenience store			C	P	C	C	
Cultural facility			P	P		P	C
Family daycare	P	P					
Financial institution			P	P	P	P	
Funeral home and related facilities				P		P	
Gas station			C	P	P		
Government facility	C	C	P	P	P	C	
Heliports				C	C	C	
Helistops				C	C	C	
Hospitals						P	
Hotels and motels				P	C	P	
Kennels, boarding			C	C		C	
Lodge/resort						C	
Manufacturing, light					P-BP-NR- P-IND-NR		
Manufacturing					P-IND-NR		
Medical Marijuana Dispensing Facilities			P	P		P	
Nursing home				P		P	

Office			P	P	P	P	
Outdoor operations					C-IND-NR		
Outdoor storage				P	C-IND-NR		
Pain management clinic (see 5.6.7.E.6 for requirements)						C	
<b>Performing Arts School</b>	<b>C</b>	<b>C</b>					
Personal service			P	P	P	C	
Pharmacy			P	P		P	
Printing and publishing					P		
Religious institution	C	C	P	P		C	
Research and development					P	P	
Residential treatment facility						C	
Restaurant, drive-thru/drive-in			P	P	C	P	
Restaurant, sit-down/take-out			P	P	P	P	
Retail, less than 4,900 square feet			P	P	C	C	
Retail, 5,000 to 50,000 square feet			P	P	C	C	
Retail, more than 50,000 square feet			C	P	C		
School, public	C	C		C		C	
School, technical/vocational trade			C	C	C	C	
School, university/college			C	C	C	C	
Self-storage facility					C		

Studio, production					P		
Transit, facility			P	P	P	P	
Transitional uses by annexation agreement	C	C	C	C	C	C	C
Utilities, class I	P	P	P	P	P	P	P
Utilities, class II	C	C	P	P	P	P	
Utilities, class III	C	C	C	C	C	C	
Vehicle service, mechanical			P	P			
Vehicle sales, leasing				P			
Veterinary service			P	P		C	
Warehousing					P		
Wholesale, enclosed				P	P		

**Sec. 6.5.5(A)(2). Performing Arts School / Training Center standards.**

A Performing Arts School / Training Center shall be allowed as a conditional use within R1-A-NR and R-3-NR districts and shall be subject to the following standards:

- a. Must have a minimum of 5 acres.
- b. A 10' buffer with a six-foot high solid masonry wall as per standards in Chapter 13, Sec. 13.3.8 of the Land Development Regulations and landscape buffer screening shall be provided between developed areas and residential lot lines.
- c. All outdoor activities shall be conducted within a confined activity area, and no outdoor activities shall be conducted before 8:00 a.m. or after 9:00 p.m.
- d. All activities shall be concluded by 10:00 p.m. nightly.
- e. All outdoor lighting shall be directed into the subject property and there shall be no direct lighting into the adjoining properties.
- f. Any outdoor, amplified music shall be held to a minimum and not be so loud as to be a nuisance to the adjoining properties.
- g. All facilities, operation and maintenance shall meet applicable city, county and state requirements of the operation.

**Sec. 11.1.2. Application.**

A. Off-street parking facilities shall be provided as required by this chapter. For purposes of this chapter, an off-street parking space shall consist of a space adequate for parking a standard size automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three or more automobiles shall have individual spaces marked, except as provided below, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk or alley, and in such a manner that any automobile may be parked and un-parked without moving another.

B. For purposes of rough computation, an off-street parking space and necessary access and maneuvering room shall be estimated at 400 square feet and the minimum as shown on the table below; however, off-street parking requirements shall be considered to be met only where actual spaces meeting the requirements above are provided and maintained and improved in the manner required by this chapter and in accordance with all other regulations of the city.

Parking space standards and dimensions shall be permitted as follows:

Parking Space Dimensions  
(in feet)

Angle	Stall Width	Stall Depth to Wall	Stall Depth to Interlock	Aisle Width	Modules Interlock to Interlock	Modules Wall to Wall
45	9.0/9.5	19.5	16.5	12	45	51
60	9.0/9.5	20.5	18.5	16	53	57
75	9.0/9.5	20	19	20	58	60
90	10	20	18.5	25	62	<del>62</del> <u>65</u>
				23.5	60.5	<del>60.5</del> <u>63.5</u>
				22	59	<del>59</del> <u>62</u>

A minimum aisle width of 22 feet is required for two-way traffic; 12 feet is required for one-way traffic. Parking stalls shall be measured from the edge of pavement to the top of the stall on the same angle as stripe. The width of the stalls shall be measured from the center of a stripe to the center of the next stripe. The measurement shall be taken perpendicular to the stripes.





# 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:** March 7, 2024

**Subject:** Resolution No. 24-1780 – Carlisle Grand A.L.F. Replat of Lots 1 through 10, Tract “A,” and Tract “100”

### **Executive Summary**

Replat lots 1 through 10, Tract “A,” and Tract “100” of the Carlisle Grand A.L.F. located on Prospera Way and north of Holly Hill Fruit Road.

Staff contact: Richard Greenwood, Development Services Director

### **Introduction**

The intent of this item is to replat lots 1 through 10, Tract “A,” and Tract “100” of the Carlisle Grand A.L.F. to accommodate Prose Apartments.

### **Background**

A replat of the final plat was submitted by Alliance Realty Partners, LLC on January 10, 2024.

This replat is to allow Prose Apartments to develop 360 units. No major issues were identified in the review process.

This replat would decrease the total number of lots from 12 to 7.

### **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 a replat of lots 1 through 10, Tract “A,” and Tract “100” of the Carlisle Grand A.L.F. located on Prospera Way and north of Holly Hill Fruit Road to accommodate Prose Apartment development with the following condition:

1. All outstanding review comments be satisfied.

**RESOLUTION NO. 24-1780**

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA;  
GRANTING APPROVAL OF THE REPLAT OF CARLISLE  
GRAND A.L.F. LOTS 1 THROUGH 10, TRACT "A" AND TRACT  
"100" AND NOW REFERRED TO AS PROSE APARTMENTS  
LOCATED AT PROSPERA WAY AND NORTH OF HOLLY HILL  
FRUIT ROAD, 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 the replat of Lots 1 through 10, Tract "A" and Tract "100" of Carlisle Grand A.L.F. and now referred to as Prose Apartments located at Prospera Way and north of Holly Hill Fruit Road, in Haines City, Florida.

**Whereas,** the replat known as "Carlisle Grand A.L.F" does not involve any donated public infrastructure.

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

**Section 1. Replat Granted.** The following described property located within the City of Haines City, and as more particularly described as follows:

SEE ATTACHED COMPOSITE EXHIBIT A

CONTAINS 22.95 +/- ACRES MORE OR LESS.

is hereby granted a Replat.

**Section 2. Conditions of Approval.**

1. Approval of the amended replat does not release the applicant from meeting the requirements of all other applicable sections of Haines City’s Land Development Regulations, Code of Ordinances, and Growth Management Plan.

2. 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 Final Plat upon thirty (30) days’ advance written notice.

3. The replat shall be done in accordance with design as shown on the plat attached hereto as “Composite Exhibit B”.

4. All outstanding review comments be satisfied prior to recording of replat.

**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 the City’s Land Development Regulations to hear and decide applications for final plats, to decide questions involved in determining whether final plat should be granted, and to grant final plat with conditions and safeguards appropriate under the Land Development Regulations.

2. A written application for Replat was submitted on or about January 10, 2024.

3. Based on the evidence in the record, it is hereby found that the proposed replat 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 plats of the type involved, that the proposed development, with conditions and safeguards in Section 1 and Section 2 conditions herein, will be generally compatible with adjacent properties in the district, and that satisfactory provisions and arrangements have been made concerning

the specific conditions enumerated in this Resolution.

**Section 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** on in regular session of the City Commission of Haines City, Florida, this 7<sup>th</sup> day of March, 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sharon Lauther, MMC, City Clerk

\_\_\_\_\_  
H.L “Roy” Tyler, Mayor-Commissioner

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Fred Reilly, City Attorney

“Composite Exhibit A”

Legal Description

LEGAL DESCRIPTION

LOTS 1 THROUGH 10, INCLUSIVE, TRACT “A” FUTURE DEVELOPMENT AREA AND TRACT “100” DRAINAGE AREA, OF CARLISLE GRAND A.L.F., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 199, PAGES 35 AND 36 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

# "Composite Exhibit B"

## CARLISLE GRAND A.L.F. REPLAT

BEING A REPLAT OF LOTS 1 THROUGH 10, TRACT "A" AND TRACT "100" CARLISLE GRAND A.L.F.  
RECORDED IN PLAT BOOK 199, PAGES 35 AND 36,  
LYING IN SECTION 32 TOWNSHIP 26 SOUTH, RANGE 27 EAST,  
HAINES CITY, POLK COUNTY, FLORIDA.

SHEET 1 OF 2

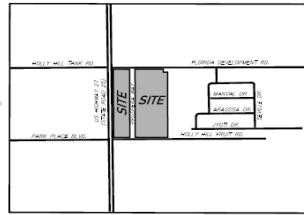
PLAT BOOK PAGE

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 10, INCLUDING TRACT "A" FUTURE DEVELOPMENT AREA AND TRACT "100" OF CARLISLE GRAND A.L.F., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 199, PAGES 35 AND 36 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**SURVEYOR'S NOTES:**

- (1) BOUNDARIES SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING NORTH 89°40'17" EAST.
- (2) ~~REMOVED~~ A PERMANENT REFERENCE MONUMENT (P.R.M.) IS SET CONCRETE MONUMENT WITH A BRASS DISK ENCASED THEREIN IN AREA, UNLESS OTHERWISE NOTED.
- (3) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY UTILIZES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE DEEMED RESPONSIBLE FOR DAMAGES THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR SERVICE PROVIDER, UNLESS SUCH GRANT OR OBTAINING SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- (4) LOT LINES THAT INTERSECT CURVES ARE RADIAL, UNLESS OTHERWISE NOTED. (N.R.)
- (5) THE STATE PLANE COORDINATED SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983 WEST ZONE, ADJUSTMENT OF 1990.
- (6) A SURVEY MONUMENT WITH CORNER STAKES "100" SHALL BE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
- (7) DRAINAGE FACILITIES, DRAINAGE STRUCTURES AND DRAINAGE EASEMENTS LOCATED IN LOT 1 SHALL BE MAINTAINED BY THE OWNER OF LOT 1 AND ITS SUCCESSORS AND BE ASSIGNED FOR THE REGULATION OF COURSEWAYS, CONDUITS AND RESTRICTIONS OF PROGRESS AS RECORDED IN PLAT BOOK 199A, PAGE 57 (HEREINAFTER "PUBLIC RECORDS OF POLK COUNTY, FLORIDA") AND SUPPLEMENTED.
- (8) THE UTILITY EASEMENTS AND SHOWN HEREON ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PRINCIPAL MAINTENANCE RESPONSIBILITY OF THE UNDERSIGNED AND SUCCESSORS.
- (9) THE DRAINAGE EASEMENTS AND SHOWN HEREON ARE HEREBY DESIGNATED IN RESTRICTIVE AND DRAINAGE PURPOSES. THE MAINTENANCE OF THE DRAINAGE EASEMENTS AND ANY DRAINAGE FACILITIES THEREON SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED LAND OWNER PURSUANT TO THE REGULATION OF COURSEWAYS, CONDUITS AND RESTRICTIONS OF PROGRESS AS RECORDED IN PLAT BOOK 199A, PAGE 57 (OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA) AS AMENDED AND SUPPLEMENTED.



SCALE  
SHEET 1 = COVER SHEET  
SHEET 2 = BOUNDARY AND DETAIL SHEET

**CARLISLE GRAND A.L.F. REPLAT DEDICATION**

Place all plat for these purposes, that Public Measurement Company, LLC, a Minnesota Limited Liability Company, being the owner of the subject of this plat, recorded in this plat, hereby dedicates said lands and just for the uses and purposes herein expressed.

In WITNESS WHEREOF, the undersigned Public Measurement Company, LLC, a Minnesota Limited Liability Company, has caused this dedication to be signed and attested by me, its duly authorized representative named below, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered in the presence of the following two witnesses:

Public Measurement Company, LLC, a Minnesota Limited Liability Company.  
Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  electronic signature, the undersigned, \_\_\_\_\_, Clerk of the Circuit Court of Polk County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**HAINES CITY COMMISSION, CONDITIONAL APPROVAL**

This plat has received final approval in open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the City Commission of Haines City, in accordance with the provisions outlined by the City Commission.

Witness City Commission  
City Manager or his designee: \_\_\_\_\_ Date: \_\_\_\_\_

**HAINES CITY, CITY COMMISSION**

This plat has received final approval in open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the City Commission of Haines City, in accordance with the provisions outlined by the City Commission.

Witness City Commission  
City Manager or his designee: \_\_\_\_\_ Date: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, the undersigned, \_\_\_\_\_, a duly licensed and qualified professional surveyor, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the plat of the subject of this plat, as recorded in the public records of Polk County, Florida.

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

**APPROVAL CITY SURVEYOR (CONSULTANT)**

This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 173, Florida Statutes, relating to the matter of this plat and said:

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

**CLERK OF CIRCUIT COURT**

This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 173, Florida Statutes, relating to the matter of this plat and said:

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

**DEDICATION**

Place all plat for these purposes, that \_\_\_\_\_, \_\_\_\_\_, a Florida Limited Liability Company, being the owner of the subject of this plat, recorded in this plat, hereby dedicates said lands and just for the uses and purposes herein expressed.

In WITNESS WHEREOF, the undersigned, \_\_\_\_\_, a Florida Limited Liability Company, has caused this dedication to be signed and attested by me, its duly authorized representative named below, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered in the presence of the following two witnesses:

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

**DEDICATION**

Place all plat for these purposes, that \_\_\_\_\_, \_\_\_\_\_, a Florida Limited Liability Company, being the owner of the subject of this plat, recorded in this plat, hereby dedicates said lands and just for the uses and purposes herein expressed.

In WITNESS WHEREOF, the undersigned, \_\_\_\_\_, a Florida Limited Liability Company, has caused this dedication to be signed and attested by me, its duly authorized representative named below, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered in the presence of the following two witnesses:

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
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Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_

**PEC SURVEYING AND MAPPING, LLC**  
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808  
2700 Airbyte Trail, Suite 203 • Ocala, Florida 32765 • 352-542-4987





# HAINES CITY

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## **CITY MANAGER MEMORANDUM**

**To:** The Honorable Mayor and City Commissioners

**Through:** James R. Elensky, City Manager

**From:** Fred Reilly, City Attorney

**Date:** March 7, 2024

**Subject:** Resolution No. 24-1781 to Participate in Form 6 Litigation

### **Executive Summary**

Authorize the City (and individual elected officials) to participate in the state and federal litigation to challenge the Form 6 disclosure requirements.

### **Introduction**

The intent of this item is to seek City Commission approval of the Resolution to authorize the City (and individual elected officials) to participate in the state and federal litigation to challenge the Form 6 disclosure requirements.

### **Background**

Since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form (“Form 6”) that requires, among other things, the disclosure of the specific amounts of an official’s net worth, income and asset values.

Historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form (“Form 1”) that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official’s net worth, income and asset values.

The Mayor and all current elected members of the City of Haines City, Florida (the “City Elected Officials”) were elected by the voters of the City subject to and in reliance upon Florida law that required them to annually file Form 1 (not Form 6) financial disclosures forms.



Although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations.

In 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the “Right to Privacy,” which states that “[e]very natural person has the right to be let alone and free from governmental intrusion into the person’s private life except as otherwise provided herein.”

Because the right of privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means.”

The First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means.”

During the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1.

The imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office.

In fact, over 100 municipal elected officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum.

The imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures).

Requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts.



# HAINES CITY

## THE HEART OF FLORIDA

The imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights.

A group of municipalities and municipal elected officials filed two lawsuits, one in State Court and one in Federal Court, on February 15, 2024, seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the “Lawsuits”). The law firm of Weiss Serota Helfman Cole + Bierman, PL is representing the group of municipalities and municipal elected officials in the Lawsuits.

City Attorney Fred Reilly has reviewed the Complaint filed in State Court and the Complaint filed in Federal Court. City Attorney Reilly and City Manager James Elensky have discussed the Lawsuits and the merits of retaining the law firm of Weiss Serota Helfman Cole + Bierman, PL so that the City and municipal elected officials can participate in the Lawsuits.

City Attorney Reilly and City Manager Elensky believe it is in the best interest of the citizens and residents of the City to participate in the Lawsuits as plaintiffs.

If the City Commission authorizes the City to participate in the Lawsuits, then an individual elected official can consider execution of a Request and Agreement to Serve As Named Plaintiff (see form attached to this Agenda Item).

### **Organizational Goal(s)**

Personnel: Cultivate an environment that will attract, retain and recognize city employees as the organization’s most valuable resource.

### **Budget Impact**

The immediate budget impact to the City in relation to the approval of this Resolution is that the City would be required to pay to Weiss Serota Helfman Cole + Bierman, PL, (the “Firm”) a flat fee, inclusive of attorneys’ fees and costs, of \$10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the Lawsuits in the trial court.

The City and elected officials recognize that such flat fee may be less than the actual attorneys’ fees and costs incurred, and that if the City and elected officials prevail in the Lawsuits, the Firm may apply with the Court for its actual reasonable attorneys’ and costs from the defendants.

### **Recommendation**

Staff recommends approval of the Resolution to authorize the City to retain Weiss Serota Helfman Cole + Bierman, PL to represent the City and the individual elected officials who choose to participate as plaintiffs, for the Lawsuits in the trial court.



**RESOLUTION NO. 24-1781**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form (“Form 6”) that requires, among other things, the disclosure of the specific amounts of an official’s net worth, income and asset values; and

**WHEREAS**, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form (“Form 1”) that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official’s net worth, income and asset values; and

**WHEREAS**, the Mayor and all current elected members of the City of Haines City, Florida (the “City Elected Officials”) were elected by the voters of the City subject to and in reliance upon Florida law that required them to annually file Form 1 (not Form 6) financial disclosures forms; and

**WHEREAS**, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

**WHEREAS**, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the “Right to Privacy,” which states that “[e]very natural person has the right to be let alone and free from governmental intrusion into the person’s private life except as otherwise provided herein”; and

**WHEREAS**, because the right of privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

**WHEREAS**, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

**WHEREAS**, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

**WHEREAS**, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

**WHEREAS**, in fact, over 100 municipal elected officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

**WHEREAS**, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

**WHEREAS**, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

**WHEREAS**, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

**WHEREAS**, a group of municipalities and municipal elected officials filed two lawsuits, one in State Court and one in Federal Court, on February 15, 2024, seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the “Lawsuits”); and

**WHEREAS**, the City of Haines City, Florida believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuits and urges other municipalities and their elected officials to also participate as plaintiffs.

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

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** The City of Haines City, Florida hereby authorizes the participation of the City, and any of individual Members of the City Commission who choose to participate as plaintiffs, in the Lawsuits.

**Section 3:** Weiss Serota Helfman Cole + Bierman, PL (the “Firm”) is hereby retained to represent the City in the Lawsuits. The Firm will charge the City a flat fee, inclusive of attorneys’ fees and costs, of \$10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the Lawsuits in the trial court. The City and elected officials recognize that such flat fee may be less than the actual attorneys’ fees and costs incurred, and that if the City and elected officials prevail in the Lawsuits, the Firm may apply with the Court for its actual reasonable attorneys’ and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The City and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the City. The City hereby

waives any potential conflict of interest in the Firm’s representation of those clients arising from its representation of the City in the Lawsuit.

**Section 4:** The City of Haines City, Florida invites and urges other local governments and elected officials to join the City as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

**Section 5:** The City Clerk is directed to distribute this Resolution to all local governments in Polk County, Florida.

**Section 6:** That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 7:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
H. L. “Roy” Tyler, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Lauther, MMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Fred Reilly, City Attorney



**Request and Agreement to Serve As Named Plaintiff**

On \_\_\_\_\_, 2024, the City of Haines City, Florida approved Resolution No. 24- \_\_\_\_\_ (the “Resolution”), authorizing the participation of the City of Haines City, Florida, and any of its elected officials who choose to participate, in two lawsuits seeking declarations that the provisions of Section 112.144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 Financial Disclosure Forms is unconstitutional and invalid (the “Lawsuits”). I hereby request and agree to serve as a named plaintiff in the Lawsuits, pursuant to the terms of the Resolution, including the section related to conflicts of interest, and for the law firm of Weiss Serota Helfman Cole + Bierman PL to represent me in the Lawsuits.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Municipality: \_\_\_\_\_

Date: \_\_\_\_\_



IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT  
IN AND FOR LEON COUNTY, FLORIDA

CASE NO.

TOWN OF BRINY BREEZES, FLORIDA, a  
Florida municipal corporation;

CITY OF MIAMI SPRINGS, FLORIDA, a  
Florida municipal corporation;

CITY OF LIGHTHOUSE POINT, FLORIDA, a  
Florida municipal corporation;

TOWN OF PALM BEACH, FLORIDA, a  
Florida municipal corporation;

NORTH BAY VILLAGE, FLORIDA, a Florida  
municipal corporation;

TOWN OF GOLDEN BEACH, FLORIDA, a  
Florida municipal corporation;

VILLAGE OF INDIAN CREEK, FLORIDA, a  
Florida municipal corporation;

VILLAGE OF BAL HARBOUR, FLORIDA, a  
Florida municipal corporation;

CITY OF WESTON, FLORIDA, a Florida  
municipal corporation;

CITY OF DELRAY BEACH, FLORIDA, a  
Florida municipal corporation;

CITY OF SAFETY HARBOR, FLORIDA, a  
Florida municipal corporation;

COOPER CITY, FLORIDA, a Florida municipal  
corporation;

CITY OF CORAL SPRINGS, FLORIDA, a  
Florida municipal corporation;

CITY OF ST. AUGUSTINE, FLORIDA, a  
Florida municipal corporation;

CITY OF MARCO ISLAND, FLORIDA, a Florida municipal corporation;

VILLAGE OF KEY BISCAYNE, FLORIDA, a Florida municipal corporation;

CITY OF WILTON MANORS, FLORIDA, a Florida municipal corporation;

CITY OF MARGATE, FLORIDA, a Florida municipal corporation;

CITY OF DESTIN, FLORIDA, a Florida municipal corporation;

CITY OF LAUDERHILL, FLORIDA, a Florida municipal corporation;

CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation;

CITY OF AVENTURA, FLORIDA, a Florida municipal corporation;

VILLAGE OF WELLINGTON, FLORIDA, a Florida municipal corporation;

VILLAGE OF PINECREST, FLORIDA, a Florida municipal corporation;

CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation;

CITY OF SEBASTIAN, FLORIDA, a Florida municipal corporation;

PRESIDENT OF TOWN COUNCIL ELIZABETH A. LOPER, ALDERMAN KEITH J. BLACK, ALDERMAN KATHLEEN M. GROSS and ALDERMAN WILLIAM BIRCH, elected officials of the Town of Briny Breezes;

COUNCILMEMBERS WALTER FAJET and JACKY BRAVO, elected officials of Miami Springs, Florida;

COMMISSIONER PATRICIA PETRONE, an elected official of Lighthouse Point, Florida;

MAYOR DANIELLE H. MOORE, PRESIDENT OF TOWN COUNCIL MARGARET A. ZEIDMAN, COUNCIL MEMBER EDWARD A. COONEY, COUNCIL MEMBER LEWIS CRAMPTON, COUNCIL MEMBER JULIE ARASKOG and COUNCIL MEMBER BOBBIE LINDSAY, elected officials of the Town of Palm Beach, Florida;

MAYOR BRENT LATHAM, VICE MAYOR RICHARD CHERVONY, and COMMISSIONER ANDY ROTONDARO, elected officials of North Bay Village, Florida;

MAYOR GLENN SINGER, an elected official of the Town of Golden Beach, Florida;

MAYOR BERNARD KLEPACH, an elected official of Indian Creek, Florida;

MAYOR JEFFREY P. FREIMARK, VICE-MAYOR SETH E. SALVER, COUNCILMAN DAVID ALBAUM, and COUNCILMAN DAVID WOLF, elected officials of the Village of Bal Harbour, Florida;

MAYOR MARGARET BROWN, COMMISSIONER MARY MOLINA-MACFIE, COMMISSIONER CHRIS EDDY, COMMISSIONER HENRY MEAD, and COMMISSIONER BYRON L. JAFFE, elected officials of the City of Weston, Florida;

MAYOR SHELLY PETROLIA, VICE-MAYOR RYAN BOYLSTON, DEPUTY VICE-MAYOR ROB LONG, COMMISSIONER ADAM FRANKEL, and COMMISSIONER ANGELA BURNS, elected officials of the City of Delray Beach, Florida;

MAYOR JOSEPH AYOUB, COMMISSIONER ANDY STEINGOLD, COMMISSIONER

CARLOS DIAZ, COMMISSIONER NANCY J. BESORE, and COMMISSIONER CLIFF MERZ, elected officials of the City of Safety Harbor, Florida;

COMMISSIONER JEREMY KATZMAN, an elected official of Cooper City, Florida;

MAYOR SCOTT J. BROOK, VICE-MAYOR SHAWN CERRA, COMMISSIONER JOSHUA SIMMONS, COMMISSIONER JOY CARTER, and COMMISSIONER NANCY METAYER BOWEN, elected officials of the City of Coral Springs, Florida;

VICE-CHAIR ERIK BRECHNITZ, an elected official of the City of Marco Island, Florida;

VICE MAYOR ARLENE SCHWARTZ, COMMISSIONER ANTONIO V. ARSERIO, COMMISSIONER JOANNE SIMONE, and COMMISSIONER ANTHONY N. CAGGIANO, elected officials of the City of Margate, Florida;

MAYOR ROBERT T. WAGNER, COUNCIL MEMBER JOHN STEPHENS III, COUNCIL MEMBER TORY CJ GEILE, COUNCIL MEMBER JAMES B. BAGBY, and COUNCIL MEMBER TERESA R. HEBERT, elected officials of the City of Destin, Florida;

MAYOR KENNETH R. THURSTON, COMMISSIONER MELISSA P. DUNN, and COMMISSIONER SARAI “RAY” MARTIN, elected officials of the City of Lauderhill, Florida,

MAYOR BILL GANZ, VICE-MAYOR BERNIE PARNES, COMMISSIONER BEN PRESTON, and COMMISSIONER MICHAEL HUDAK, elected officials of the City of Deerfield Beach, Florida;

VICE-MAYOR PAUL A. KRUSS and  
COMMISSIONER RACHEL FRIEDLAND,  
elected officials of the City of Aventura, Florida;

VICE-MAYOR MICHAEL NAPOLEONE,  
COUNCILWOMAN TANYA SISKIND,  
COUNCILMAN JOHN T. MCGOVERN, and  
COUNCILMAN MICHAEL DRAHOS, elected  
officials of the Village of Wellington;

MAYOR FRED CLEVELAND, elected official  
of the City of New Smyrna Beach, Florida;

COUNCILMEMBER JENNIFER ANDREU,  
elected official of the City of Plantation, Florida;

COUNCILMEMBER KEM E. MASON, elected  
official of the Town of Lantana, Florida, and

MAYOR CHARLES EDWARD DODD, VICE  
MAYOR KELLY DIXON, COUNCIL  
MEMBER FREDERICK B. JONES, COUNCIL  
MEMBER BOB MCPARTLAN, AND  
COUNCIL MEMBER CHRISTOPHER NUNN,  
elected officials of the City of Sebastian, Florida,

Plaintiffs,

vs.

ASHLEY LUKIS, in her official capacity as  
Chair of the Florida Commission on Ethics;  
MICHELLE ANCHORS, in her official capacity  
as Vice Chair of the Florida Commission on  
Ethics; WILLIAM P. CERVONE, in his official  
capacity as a Member of the Florida Commission  
on Ethics; TINA DESCOVICH, in her official  
capacity as Member of the Florida Commission  
on Ethics; FREDDIE FIGGERS, in his official  
capacity as a Member of the Florida Commission  
on Ethics; LUIS M. FUSTE, in his official  
capacity as a Member of the Florida Commission  
on Ethics; and WENGAY M. NEWTON, SR., in  
his official capacity as a Member of the Florida  
Commission on Ethics,

Defendants.

## **COMPLAINT**

Plaintiffs bring this action against Defendants for declaratory and injunctive relief, and state as follows:

### **OVERVIEW**

1. This is an action by a large number of Florida municipalities and elected municipal officials challenging a recently enacted law (“SB 774”) that requires municipal elected officials in office as of January 1, 2024, to disclose quintessentially private, highly personal financial information, including, among other things, the exact amount of their net worth and income, the total dollar value of their household goods, and the precise value of every asset and amount of every liability in excess of \$1,000, on or before July 1, 2024, or otherwise face significant fines, civil penalties, and even potential removal from office.

2. SB 774 amended, among other statutes, sections 112.3144, and 99.061, Florida Statutes, and renders elected municipal officials and candidates subject to the financial disclosure requirements of article II, section 8(j) of the Florida Constitution.

3. Prior to the enactment of SB 774, elected municipal officials and candidates were required to provide financial disclosures via a document called “Form 1,” pursuant to section 112.3145, Florida Statutes, but were not subject to the requirements of article II, section 8(j). However, sections 112.3144 and 99.061, as amended by SB 774 in 2023, make all elected municipal officers and candidates subject to the filing requirements of “Form 6,” which demands much more intrusive financial disclosures as outlined in the Florida Constitution and section 112.3144. A copy of Form 1 is attached as Exhibit A, and a copy of Form 6 is attached as Exhibit B.

4. Forcing municipal elected officials and candidates to publicly disclose such private information impairs their right to privacy under the Florida Constitution. Because the right to privacy is enumerated as a fundamental right, any such impairment is impermissible unless it is the least restrictive means of achieving a compelling state interest.

5. Rather than being the *least restrictive* means of accomplishing a compelling state interest, the new financial disclosure requirements imposed on municipal officials and candidates through SB 774 are the *most restrictive* means available—stricter and more onerous than those required of federal elected officials (including the President of the United States) and of elected officials in other states throughout the country.

6. The additional financial information required to be disclosed by Form 6 (*e.g.*, the exact net worth, exact income, and precise values of household goods and other assets and liabilities), as compared to Form 1, has little bearing, if any, on an elected official's municipal service, does not prevent conflicts of interest or public corruption, and does not increase public confidence in government.

7. Form 1 is a less restrictive alternative means of accomplishing the same governmental interests, as would be the less onerous disclosure forms used by the federal government or any of the other states in the United States.

8. Indeed, municipal elected officials and candidates operated under the requirements of Form 1 for decades, and nothing in the Legislature's enactment of the new Form 6 requirement reflected that Form 1 was insufficient and necessitated a change.

9. As such, this action seeks an order (i) declaring the 2023 amendments to sections 112.3144 and 99.061, Florida Statutes, related to elected municipal officials and candidates and any penalties arising therefrom, including those in section 112.317, Florida Statutes, violate Article

1, Section 23 of the Florida Constitution, and (ii) enjoining Defendants from enforcing the disclosure requirements.

### **JURISDICTION AND VENUE**

10. This is an action for declaratory relief, pursuant to Chapter 86, Florida Statutes, seeking to declare that the 2023 amendments to sections 112.3144 and 99.061, Florida Statutes, and any penalties arising therefrom, including those in section 112.317, Florida Statutes, are unconstitutional and invalid. The Court has jurisdiction to grant declaratory relief. *See* §§ 86.011, 86.021, 86.101, Fla. Stat. The Court further has jurisdiction to grant supplemental relief, including injunctive relief. § 86.061, Fla. Stat.

11. Venue is proper in Leon County because Defendants are all members of the Commission on Ethics, which is located and conducts business in Leon County, Florida. In addition, any enforcement of the Form 6 requirement would take place in Leon County, Florida.

12. All conditions precedent to the institution of this lawsuit have been, or will be, satisfied or waived.

### **THE PARTIES**

13. The Plaintiffs in this action consist of Florida municipalities and current elected officials of Florida municipalities.

#### **A. The Municipal Plaintiffs**

14. The Florida municipal plaintiffs, each of which is an incorporated municipality existing under the laws of the State of Florida (collectively, “Municipal Plaintiffs”), consist of:

- a. Town of Briny Breezes, located in Palm Beach County, Florida;
- b. City of Miami Springs, located in Miami-Dade County, Florida;
- c. City of Lighthouse Point, located in Broward County, Florida;

- d. Town of Palm Beach, located in Palm Beach County, Florida;
- e. North Bay Village, located in Miami-Dade County, Florida;
- f. Town of Golden Beach, located in Miami-Dade County, Florida;
- g. Village of Indian Creek, located in Miami-Dade County, Florida;
- h. Village of Bal Harbour, located in Miami-Dade County, Florida;
- i. City of Weston, located in Broward County, Florida;
- j. City of Delray Beach, located in Palm Beach County, Florida;
- k. City of Safety Harbor, located in Pinellas County, Florida;
- l. Cooper City, located in Broward County, Florida;
- m. City of Coral Springs, located in Broward County, Florida;
- n. City of St. Augustine, located in St. Johns County, Florida;
- o. City of Marco Island, located in Collier County, Florida;
- p. Village of Key Biscayne, located in Miami-Dade County, Florida;
- q. City of Wilton Manors, located in Broward County, Florida;
- r. City of Margate, located in Broward County, Florida;
- s. City of Destin, located in Okaloosa County, Florida;
- t. City of Lauderdale, located in Broward County, Florida;
- u. City of Deerfield Beach, located in Broward County, Florida;
- v. City of Aventura, located in Miami-Dade County, Florida;
- w. Village of Wellington, located in Palm Beach County, Florida;
- x. Village of Pinecrest, located in Miami-Dade County, Florida;
- y. City of New Smyrna Beach, located in Volusia County, Florida, and
- z. City of Sebastian, located in Indian River County, Florida.

15. As a result of SB 774, as of January 1, 2024, each elected member of, and candidate for, the governing body of every Municipal Plaintiff herein is required to file a Form 6.

16. The Municipal Plaintiffs each have a strong interest in having qualified people run for, and continue to serve in, municipal elected office. The Form 6 requirement will deter qualified people from running for and serving in elected office in the Municipal Plaintiffs. In fact, the Florida League of Cities has advised that, throughout Florida, over 100 municipal elected officials have already resigned rather than be subjected to the filing of a Form 6 financial disclosure, significantly disrupting the operations of those municipalities.

17. For example, in plaintiff Briny Breezes, former Mayor Gene Adams, former Council President Christina Adams, and former Alderman and Council President Sue Thaler all resigned in December 2023 because of the Form 6 requirement. As a result of resignations, municipalities, including Municipal Plaintiffs, have been (and/or will be) forced to expend significant public funds for filling vacancies, including temporary appointments and special elections. In addition, the vacancies have disrupted municipal operations.

18. In addition, pursuant to section 112.3144(9), a municipal elected official can be subject to “an order recommending that the officer or employee be removed from his or her public office” for refusing to file the Form 6, potentially creating even more vacancies, disrupting Municipal Plaintiffs’ operations, and causing the additional expenditure of public funds to fill those vacancies.

19. The Florida Legislature has expressly recognized the strong interest of the Municipal Plaintiffs to attract qualified candidates to run for and hold office, and the importance of ensuring that ethics laws not deter people from seeking municipal elected office:

It is also essential that government attract those citizens best qualified to serve. Thus, the law against conflict of interest must be so designed as not to impede

unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve. Public officials should not be denied the opportunity, available to all other citizens, to acquire and retain private economic interests except when conflicts with the responsibility of such officials to the public cannot be avoided.

§ 112.311, Fla. Stat. The application of the Form 6 disclosure requirement does precisely what the law says it is not to do, to the detriment of the Municipal Plaintiffs: it “impede[s] unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve.” Indeed, its impact is particularly felt at the municipal level where local legislators volunteer to serve their fellow residents, often with little or no compensation.

20. The Municipal Plaintiffs thus have a statutorily recognized interest in ensuring that qualified candidates run for office and remain in office and thus have a substantial interest in this action.

#### **B. The Elected Official Plaintiffs**

21. The “Elected Official Plaintiffs” consist of the following, each of whom is currently serving as a municipal elected official:

- a. Town of Briny Breezes President of Town Council Elizabeth A. Loper;
- b. Town of Briny Breezes Alderman Keith J. Black;
- c. Town of Briny Breezes Alderman Kathleen M. Gross;
- d. Town of Briny Breezes Alderman William Birch;
- e. City of Miami Springs Councilmember Walter Fajet;
- f. City of Miami Springs Councilmember Jacky Bravo;
- g. City of Lighthouse Point Commissioner Patricia Petrone;
- h. Town of Palm Beach Mayor Danielle H. Moore;
- i. Town of Palm Beach President of Town Council Margaret A. Zeidman;

- j. Town of Palm Beach Council Member Edward A. Cooney;
- k. Town of Palm Beach Council Member Lewis Crampton;
- l. Town of Palm Beach Council Member Julie Araskog;
- m. Town of Palm Beach Council Member Bobbie Lindsay;
- n. North Bay Village Mayor Brent Latham;
- o. North Bay Village Vice Mayor Richard Chervony;
- p. North Bay Village Commissioner Andy Rotondaro;
- q. Golden Beach Mayor Glenn Singer;
- r. Indian Creek Mayor Bernard Klepach;
- s. Village of Bal Harbour Mayor Jeffrey P. Freimark ;
- t. Village of Bal Harbour Vice-Mayor Seth E. Salver;
- u. Village of Bal Harbour Councilman David Albaum;
- v. Village of Bal Harbour Councilman David Wolf;
- w. City of Weston Mayor Margaret Brown;
- x. City of Weston Commissioner Mary Molina-Macfie;
- y. City of Weston Commissioner Chris Eddy;
- z. City of Weston Commissioner Henry Mead;
- aa. City of Weston Commissioner Byron L. Jaffe;
- bb. City of Delray Beach Mayor Shelly Petrolia;
- cc. City of Delray Beach Vice Mayor Ryan Boylston;
- dd. City of Delray Beach Deputy Vice-Mayor Rob Long;
- ee. City of Delray Beach Commissioner Adam Frankel;
- ff. City of Delray Beach Commissioner Angela Burns;

gg. City of Safety Harbor Mayor Joseph Ayoub;

hh. City of Safety Harbor Commissioner Andy Steingold;

ii. City of Safety Harbor Commissioner Carlos Diaz;

jj. City of Safety Harbor Commissioner Nancy J. Besore;

kk. City of Safety Harbor Commissioner Cliff Merz;

ll. Cooper City Commissioner Jeremy Katzman;

mm. City of Coral Springs Mayor Scott J. Brook;

nn. City of Coral Springs Vice Mayor Shawn Cerra;

oo. City of Coral Springs Commissioner Joshua Simmons;

pp. City of Coral Springs Commissioner Joy Carter;

qq. City of Coral Springs Commissioner Nancy Metayer Bowen;

rr. City of Marco Island Vice-Chair Erik Brechnitz;

ss. City of Margate Vice-Mayor Arlene Schwartz;

tt. City of Margate Commissioner Antonio V. Arserio;

uu. City of Margate Commissioner Joanne Simone;

vv. City of Margate Commissioner Anthony N. Caggiano;

ww. City of Destin Mayor Robert T. Wagner;

xx. City of Destin Council Member John Stephens III;

yy. City of Destin Council Member Torey CJ Geile;

zz. City of Destin Council Member James B. Bagby;

aaa. City of Destin Council Member Teresa R. Hebert;

bbb. City of Lauderhill Mayor Kenneth R. Thurston;

ccc. City of Lauderhill Commissioner Melissa P. Dunn;

ddd. City of Lauderhill Commissioner Sarai “Ray” Martin;  
eee. City of Deerfield Beach Mayor Bill Ganz;  
fff. City of Deerfield Beach Vice-Mayor Bernie Parness;  
ggg. City of Deerfield Beach Commissioner Ben Preston;  
hhh. City of Deerfield Beach Commissioner Michael Hudak;  
iii. City of Aventura Vice-Mayor Paul A. Kruss;  
jjj. City of Aventura Commissioner Rachel Friedland;  
kkk. Village of Wellington Vice-Mayor Michael Napoleone;  
lll. Village of Wellington Councilwoman Tanya Siskind;  
mmm. Village of Wellington Councilwoman John T. McGovern;  
nnn. Village of Wellington Councilwoman Michael Drahos;  
ooo. City of New Smyrna Beach Mayor Fred Cleveland;  
ppp. City of Plantation Councilmember Jennifer Andreu;  
qqq. Town of Lantana Councilmember Kem E. Mason;  
rrr. City of Sebastian Mayor Charles Edward Dodd;  
sss. City of Sebastian Vice Mayor Kelly Dixon;  
ttt. City of Sebastian Council Member Frederick B. Jones;  
uuu. City of Sebastian Council Member Bob McPartlan; and  
vvv. City of Sebastian Council Member Christopher Nunn.

22. The Elected Official Plaintiffs are each elected Mayors or members of the governing bodies of incorporated municipalities existing under the laws of the State of Florida, who are currently in office.

23. As a result of the passage of SB 774, as of January 1, 2024, each Elected Official Plaintiff is subject to the Form 6 financial disclosure requirements of section 8, article II of the Florida Constitution, and section 112.3144, Florida Statutes, and are further subject to the fines, penalties and other enforcement mechanisms outlined therein and in sections 112.317 and 112.324, Florida Statutes, if they do not timely file Form 6 financial disclosures.

24. Each Elected Official Plaintiff is therefore required to file the requisite Form 6 (rather than the prior Form 1) on or before July 1, 2024.

25. The failure of any municipal elected official to file a Form 6, including each Elected Official Plaintiff, subjects him or her to a daily fine of \$25 per day up to a maximum of \$1,500 and, following an investigation and public hearing, a potential civil penalty of up to \$20,000 and, among other things, a potential recommendation of removal from office. *See* §§ 112.3144(8)(f), 112.324(4), 112.317, Fla. Stat.

26. The Elected Official Plaintiffs now face the Hobson's choice of either sacrificing their constitutionally protected right to privacy by filing a Form 6 on or before the imminent deadline of July 1, 2024, as now required by section 112.3144, or face fines, penalties, and other enforcement, including the possible removal from office. Throughout Florida, more than 100 municipal elected officials have resigned rather than agree to surrender their constitutionally protected privacy. The Elected Official Plaintiffs strongly desire to continue to serve the public and have therefore not yet resigned, but instead have chosen to challenge the new requirement.

27. Accordingly, the Elected Official Plaintiffs each has a significant interest in this action.

### **C. The Defendants**

28. Defendant, Ashley Lukis (“Lukis”) is the Chair and a Member of the Florida Commission on Ethics (“Commission”), a commission existing pursuant to article II, section 8(h)(1) of the Florida Constitution and section 112.320, Florida Statutes. Lukis is sued in her official capacity as Chair of the Commission.

29. Defendant, Michelle Anchors (“Anchors”) is the Vice Chair and a Member of the Commission. Anchors is sued in her official capacity as Vice Chair of the Commission.

30. Defendant, William P. Cervone (“Cervone”) is a Member of the Commission. Cervone is sued in his official capacity as Member of the Commission.

31. Defendant Tina Descovich (“Descovich”) is a Member of the Commission. Descovich is sued in her official capacity as Member of the Commission.

32. Defendant, Freddie Figgers (“Figgers”) is a Member of the Commission. Figgers is sued in his official capacity as Member of the Commission.

33. Defendant, Luis Fuste (“Fuste”) is a Member of the Commission. Fuste is sued in his official capacity as Member of the Commission.

34. Defendant, Wengay M. Newton, Sr. (“Newton”) is a Member of the Commission. Newton is sued in his official capacity as Member of the Commission.

35. Lukis, Anchors, Cervone, Descovich, Figgers, Fuste, and Newton, collectively, comprise the Commission.

36. “The Agency Head is the entire Commission, which is responsible for final agency action.” *See* Statement of Organization and Operation of the Commission on Ethics, <https://www.ethics.state.fl.us/Documents/Ethics/statement%20of%20org.pdf?cp=2024127>, last accessed February 12, 2024.

37. The Commission, through each Defendant, is charged with implementing and enforcing the State's financial disclosure laws, including, among many other things, the receipt of the Form 6 disclosure forms, training regarding Form 6, investigating alleged violations regarding Form 6 filings, imposing fines for failure to file Form 6, holding enforcement hearings regarding failure to file Form 6, making recommendations of removal from office for failure to file Form 6, and rendering legally binding advisory opinions regarding Form 6. *See* Art II, § 8(g), Fla. Const.; §§ 112.3144, 112.317, 112.320, Fla. Stat.

38. The Commission is also required to identify every person required to file Form 6, provide notice of said requirements to each person subject to these disclosures, and ensure compliance with the disclosure requirements by each person subject thereto. *See* Art II, § 8(g), Fla. Const.; §§ 112.3144, 112.317, 112.320, Fla. Stat.

39. In addition, the Commission's 2022 Annual Report (as well as previous annual reports) expressly requested that the Legislature enact legislation to require municipal elected officials to complete Form 6, rather than Form 1, leading to the enactment of SB 774. *See* Annual Report to the Florida Legislature for Calendar Year 2022, p. 23, <https://ethics.state.fl.us/Documents/Publications/2022%20Annual%20Report.pdf?cp=202425> (last accessed February 12, 2024). The only justification given by the Commission for its recommendation was:

Elected municipal officials are very important and administer vast amounts of public resources. For these, and other reasons, their disclosure should be on par with that of county officials and others who file Form 6, rather than Form 1. The Commission believes the enhanced disclosure should be applied to all elected municipal officials regardless of the population or revenue of the municipality.

40. Nowhere in its report did the Commission conclude that there has been an increase in the need to oppose corruption or conflicts of interest at the municipal level or that Form 1 in any

way was insufficient to the task of guarding against those governmental ills. In short, the Commission justified its recommendation merely by noting that municipal officials should have to disclose the same information others already disclose, without regard to the municipality's population, revenue, annual budget, or any elected municipal compensation amount, if any.

41. Plaintiffs bring this action against the state officers (namely, the members of the Commission) who have the responsibility to enforce the Form 6 requirement against municipal elected officials (including the Elected Official Plaintiffs) and seek only declaratory and injunctive relief to end the continuing violations of Article 1, Section 23 of the Florida Constitution. Plaintiffs do not seek damages in this action.

## **BACKGROUND**

### **A. History of Ethical Standards in Florida**

42. Beginning in the late 1960s, the Florida Legislature has enacted numerous laws regulating ethical conduct for Florida's elected officials, including laws related to the solicitation or acceptance of gifts, unauthorized compensation, misuse or abuse of public position, disclosure of certain information, doing business with one's agency, conflicting employment, lobbying restrictions, dual public employment, anti-nepotism, conflicts of interest, and financial disclosure. *See generally* Chapter 112, Fla. Stat.

43. The interests that the financial disclosures are intended to serve are stated by the Commission: "Financial disclosure is required of public officials and employees because it enables the public to evaluate potential conflicts of interest, deters corruption, and increases public confidence in government." *See* Florida Commission on Ethics, Financial Disclosure Information, [www.ethics.state.fl.us/FinancialDisclosure/Index.aspx](http://www.ethics.state.fl.us/FinancialDisclosure/Index.aspx), last accessed February 12, 2024.

44. In 1976, the Florida Constitution was amended to require that all elected state constitutional officers annually file a full and public disclosure of their financial interests, which is done through the state-adopted Form 6, which requires the disclosure of highly personal financial information. *See* Art. II, § 8, Fla Const.; § 112.3144, Fla. Stat. *See also* Exh. B.

45. The Form 6 requirement did not apply to elected municipal officials or candidates for elected municipal office prior to 2024.

### **B. The Change from Form 1 to Form 6 For Elected Municipal Officials**

46. Instead, until 2024, elected municipal officials have been required to make a more limited financial disclosure that nevertheless provides sufficient information to satisfy the interest of preventing conflicts of interest and public corruption and increasing public confidence in government. *See* § 112.3145, Fla. Stat. The elected municipal officials' financial disclosure has for years been accomplished through the use of Form 1. *See* Exh. A.

47. In the 2023 legislative session, the Florida Legislature duly enacted (and the Governor signed) SB 774, which was codified at Laws of Florida 2023-09, and which amended (in relevant part) sections 99.061, 112.3144 and 112.317, Florida Statutes to change the financial disclosure requirements to now require that all elected municipal mayors and elected members of the governing board (and candidates for such offices) file a Form 6 financial disclosure, rather than the previously required Form 1. *See* S.B. 774; § 112.3144, Fla. Stat. (2023).

### **C. Comparison of Form 6 to Form 1**

48. Form 6 represents a highly intrusive and extreme level of required financial disclosure, mandating the disclosure of private financial information unrelated to any official duties and unnecessary to satisfy the interest of preventing conflicts of interest and public corruption or increasing public confidence in government.

49. Specifically, Form 6 requires that the official disclose:

(a) the official's exact net worth, to the penny, (b) the exact aggregate value of all household goods and personal effects, (c) the precise value of every other asset individually valued at over \$1,000 (including a description of the asset), (d) the exact outstanding amount of all liabilities in excess of \$1,000, including the name and address of the creditor, (e) every primary source of income that exceeded \$1,000 during the year, including the name and address of the source of income and the precise amount of income, (f) every secondary source of income in excess of \$1,000 from any business of which the official owns more than 5%, including the name of the business entity, the major sources of business income (namely, any that account for 10% or more of the business's revenue), and the address and principal business activity or source, and (g) any interest in certain specified types of businesses.

*See Exh. A.*

50. In contrast, Form 1 requires that the official disclose:

(a) the name, address and principal business active for every primary sources of income in excess of \$2,500 (but not the amount), (b) every secondary source of income in excess of \$5,000 from any business of which the official owns more than 5%, including the name of the business entity, the major source of business income (any that account for 10% or more of the business's revenue), and the address and principal business activity or source, (c) a description of all real property (but not the value) of which the official had more than a 5% ownership interest, (d) a description (but not the value) of intangible property owned by the official and valued at more than \$10,000, (e) the name and address of each creditor to whom the official owed more than \$10,000 (but not the amount owed), and (f) any interest in certain specified types of businesses.

*See Exh. B.*

51. The information in Form 1 and Form 6 of each filer is made publicly available through the Commission's website.

#### **D. The Applicable Constitutional Protection**

52. In 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise

provided herein.” The *only* limitation on this right codified in the Florida Constitution is that the right “shall not be construed to limit the public’s right of access to public records and meetings as provided by law.” Art. I, § 23, Fla. Const.

53. Because the right to privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has required that any law intruding on that right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means.” *See, e.g., Winfield v. Div. of Pari-Mutuel Wagering*, 477 So. 2d 544 (Fla. 1985).

#### **E. The Impact of the Change from Form 1 to Form 6 for Municipal Elected Officials**

54. The imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy of municipal elected officials, most of whom receive little or no compensation for their service; (b) unnecessarily risks the safety of such officials (making them targets of, among other things, robbery, identity theft, and extortion); and (c) will deter many otherwise qualified and interested citizens from running for local office.

55. The Florida League of Cities has indicated that over 100 elected municipal officials resigned on or before December 31, 2023, stating that they did not want to be subject to the Form 6 filing requirement (which applies to municipal elected officials in office beginning on January 1, 2024).

56. Requiring that uncompensated (or minimally compensated) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest. Form 1 disclosures have for years provided sufficient transparency to inform the public of potential conflicts, prevent corruption, and create public confidence in government.

## COUNT I

### VIOLATION OF RIGHT TO PRIVACY UNDER FLORIDA CONSTITUTION

57. The Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 56, inclusive, as if fully set forth herein.

58. This count is an action for declaratory judgment, pursuant to sections 86.011, *et. seq.*, Florida Statutes, seeking a declaration from the Court that the requirement in section 112.3144, Florida Statutes, that municipal elected officials file Form 6 financial disclosures violates article I, section 23 of the Florida Constitution, and is therefore unconstitutional and invalid, and to enjoin the enforcement thereof.

59. Any law that intrudes on Florida's Constitutional right to privacy under article 1, section 23 is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means."

60. Form 6 requires the disclosure of highly private and confidential financial information that the Elected Official Plaintiffs have kept private and desire to continue to keep private.

61. Once disclosure occurs through the filing of Form 6 with the Commission, the highly private financial information will be readily available on the Internet by anyone for many years to come and will be readily associated with the individual filer.

62. Although Plaintiffs recognize the government's interest in preventing conflicts of interest and deterring corruption, SB 774's expansion of section 112.3144 and the requirements of Form 6 to municipal elected officials and candidates is not narrowly tailored to achieve this interest.

63. The highly intrusive disclosures required by Form 6 (as opposed to Form 1 or the forms used by the federal government and every other state in the United States) are not the least restrictive means to accomplish any compelling government purpose.

64. An actual controversy exists between Plaintiffs and Defendants, who have adverse legal interests of sufficient immediacy to warrant the issuance of a declaratory judgment and injunctive relief.

65. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration that the requirement in section 112.3144, Florida Statutes, that municipal elected officials file Form 6 financial disclosures violates article I, section 23 of the Florida Constitution.
- b. The declaration sought deals with a present controversy as to an ascertainable set of facts.
- c. Plaintiffs' constitutionally protected rights and privileges are dependent upon the law applicable to the facts.
- d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.
- e. The antagonistic and adverse interests are all before this Court.
- f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

#### **Prayer for Relief**

WHEREFORE, the Plaintiffs respectfully request that judgment be entered in their favor:

- A. Declaring that the requirement in section 112.3144, Florida Statutes, that municipal elected officials (including the Elected Official Plaintiffs) and candidates file Form 6 financial disclosures violates Article I, Section 23 of the Florida Constitution.
- B. Pursuant to the Court's power to grant supplemental relief under section 86.061, Florida Statutes, temporarily and permanently enjoining the Defendants from enforcing section 112.3144 (including the imposition of any fines, penalties, or other enforcement) arising from the failure of any of the Elected Official Plaintiffs or candidates or elected official of any of the Municipal Plaintiffs, for the failure to file a Form 6.
- C. Awarding Plaintiffs their costs incurred in bringing this action, and
- D. Granting such other relief as this Court deems just and proper.

Dated this 15th day of February, 2024.

WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.  
200 East Broward Blvd., Ste. 1900  
Fort Lauderdale, FL 33301  
Telephone: (954) 763-4242

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*Co-Counsel for City of Destin, Florida*

# **Exhibit A**

2023 Form 1 - Statement of Financial Interests

**General Information**

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

**AGENCY INFORMATION**

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

**Disclosure Period**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

**Primary Sources of Income**

PRIMARY SOURCE OF INCOME (Over \$2,500). (Major sources of income to the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

**Real Property**

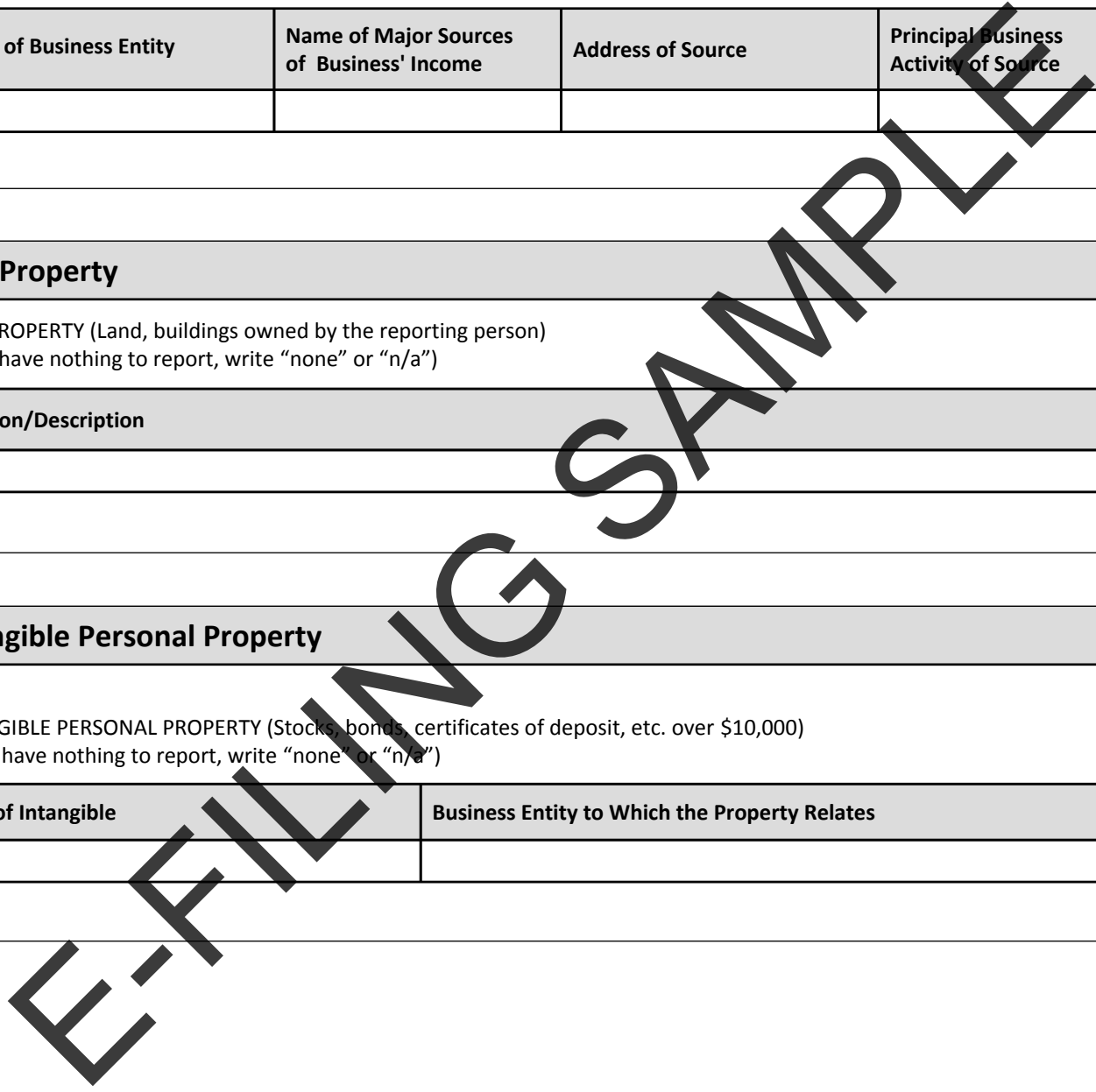
REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates



2023 Form 1 - Statement of Financial Interests

**Liabilities**

LIABILITIES (Major debts valued over \$10,000):  
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

**Interests in Specified Businesses**

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

**Signature of Filer**

Digitally signed:

**Filed with COE:**

**E-FILING SAMPLE**

# Exhibit B

**General Information**

Name: DISCLOSURE FILER  
 Address: SAMPLE ADDRESS PID SAMPLE  
 County: SAMPLE COUNTY

**AGENCY INFORMATION**

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

**Net Worth**

My Net Worth as of December 31, 2023 was \$ [AMOUNT].

**Assets**

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effect is N/A.

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

Description of Asset	Value of Asset

2023 Form 6 - Full and Public Disclosure of Financial Interests

**Liabilities**

LIABILITIES IN EXCESS OF \$1,000:

Name of Creditor	Address of Creditor	Amount of Liability

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

Name of Creditor	Address of Creditor	Amount of Liability

**Income**

Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2022 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.

I elect to file a copy of my 2023 federal income tax return and all W2s, schedules, and attachments.

PRIMARY SOURCES OF INCOME:

Name of Source of Income Exceeding \$1,000	Address of Source of Income	Amount

SECONDARY SOURCES OF INCOME (Major customers, clients, etc. of businesses owned by reporting person):

Name of Business Entity	Name of Major Sources of Business Income	Address of Source	Principal Business Activity of Source

**Interests in Specified Businesses**

**Business Entity # 1**

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

**Signature of Reporting Official or Candidate**

Under the penalties of perjury, I declare that I have read the foregoing Form 6 and that the facts stated in it are true.

Digitally signed:

Filed with COE:



# HAINES CITY

WWW.HAINESCITY.COM

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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:** March 7, 2024

**Subject:** Florida Department of Law Enforcement (FDLE) Grant Agreement for the Printers, Mounts and Radar Project

### **Executive Summary**

Approve an FDLE grant for the Printers, Mounts and Radar Project.  
Staff Contact: Omar DeJesus, CPA, Finance Director

### **Introduction**

The intent of this item is to request approval of a grant from FDLE for the Printers, Mounts and Radar Project.

### **Background**

The Police Department was awarded an Edward Byrne Memorial Justice Assistance Grant, totaling \$26,618.82, for the Printers, Mounts, and Radar Project.

### **Organizational Goal(s)**

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

### **Budget Impact**

The grant funds will be accounted appropriately as a grant revenue and the expenses will be tracked within the dedicated Grant & Aid account #001-10-52-1-8-83-10.

### **Recommendation**

Staff recommends the City Commission approve the grant from FDLE for the Printers, Mounts, and Radar Project.



**State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308**

**AWARD AGREEMENT**

**Recipient:** City of Haines City  
**Recipient SAM UEI:** LG7ZWPKA6NU3  
**Award Number:** R7164  
**Award Period:** 10/01/2023 – 09/30/2024  
**Award Title:** C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT  
**Federal Funds:** \$26,618.82  
**Matching Funds:** \$0.00  
**Total Funds:** \$26,618.82  
**CFDA:** 16.738  
**Federal Award Number:** 15PBJA-22-GG-00656-MUMU  
**Federal Program:** Edward Byrne Memorial Justice Assistance Grant (JAG)  
**Federal Awarding Agency:** U.S. Department of Justice (USDOJ)  
**Pass-through Entity:** Florida Department of Law Enforcement (FDLE)  
**Research & Development:** No  
**Indirect Cost:** No

---

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Haines City (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

**SCHEDULE OF APPENDICES**

Appendix A – Scope of Work  
Appendix B – Deliverables  
Appendix C – Approved Budget  
Appendix D – Award Contacts  
Appendix E – Special Conditions  
Appendix F – Standard Conditions

**PERFORMANCE REPORTING**

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15<sup>th</sup>.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

## **FINANCIAL REPORTING**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30<sup>th</sup>.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

**Award Signatures**

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Award ID:** R7164  
**Award Title:** C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT  
**Award Period:** 10/01/2023 – 09/30/2024

**Florida Department of Law Enforcement  
Office of Criminal Justice Grants**

Signature: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

Date: \_\_\_\_\_

**Recipient  
City of Haines City**

Signature: \_\_\_\_\_

Typed Name and Title: H. L Roy Tyler, Mayor

Date: \_\_\_\_\_

**\*\*\* If using a designee, sign in the “Chief Official Designee” section below. \*\*\***

**Chief Official Designee (optional)  
City of Haines City**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES**

## Appendix A - Scope of Work

Award Number: R7164  
Recipient: City of Haines City  
Award Title: C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT  
Award Period: 10/01/2023 - 09/30/2024

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### **Problem Identification**

Haines City Police Department is working to minimize the time that officers are spending on traffic stops and decrease the response time that officers will spend on calls. Haines City Police Department wants to equip all agency members with in-car citation printers and printer mounts, as well as ensure the officers have access to speed radars. The purchase of the citation printers will help maximize the effectiveness of the officers while they conduct traffic stops and encourage officers to pay more attention to the traffic investigation instead of writing a citation by hand. Currently, the agency has been issuing printers to the officers who have the longest career within the agency. Officers who aren't issued a citation printer are issued a citation booklet. The Haines City Police Department is also requesting laser radars to help combat the issue of speeding vehicles within the city. Currently, the agency has been placing officers in the problem areas in hopes that the presence of officers will detour the idea of speeding.

### **Scope of Work**

The Haines City Police Department will use the funds to purchase radars and mobile citation printers, including car power adaptors, USB cables, and mounts. The radars will help the agency enforce speeding laws throughout the city and provide the community with a safer roadway. These mobile printers will all officers to conduct a traffic investigation in a more safe and effective way.

## Appendix B - Deliverables

Award Number: R7164  
Recipient: City of Haines City  
Award Title: C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT  
Award Period: 10/01/2023 - 09/30/2024

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Total payments for all deliverables will not exceed the maximum grant award amount.

<b>Deliverable 1</b>	Recipient will use federal grant funds to procure [Laser Radars, Speed Radars, Thermal Printers, Car Power Adapters, Printer Mounts, and a USB Cable Bundle.]
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$26,618.82

## Appendix C - Approved Budget

Award Number:	R7164		
Recipient:	City of Haines City		
Award Title:	C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$26,618.82	\$0.00	\$26,618.82
	Grant Funded	Match	Total

## Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

### D. Equipment

Item Name	Description	Grant Funded	Match	Total
Laser Radars	2 Laser Radar @ \$2,195 each= \$4,390	\$4,390.00	\$0.00	\$4,390.00
Speed Radars	6 Radars @ \$1,495= \$8,970	\$8,970.00	\$0.00	\$8,970.00
Thermal Printers	28 printers @ \$325.18 each= \$9,105.04	\$9,105.04	\$0.00	\$9,105.04
<b>D. Equipment Subtotal:</b>				<b>\$22,465.04</b>

### E. Supplies

Item Name	Description	Grant Funded	Match	Total
Car Power Adapters	28 car power adapters @ \$27.65 each = \$774.20.	\$774.20	\$0.00	\$774.20
	The car power adapters had to be ordered because they are not the usual power source for this printer.			
Printer Mounts	28 mounts @ \$99.62 each = \$2,789.36. \$58.50 for shipping	\$2,847.86	\$0.00	\$2,847.86
USB Cable Bundle	28 USB cable bundles @ \$18.99 each= \$531.72. The bundles include 1 USB cord, 1 power adapter (this power adapter is the standard power source that is usually for the regular power socket.	\$531.72	\$0.00	\$531.72
<b>E. Supplies Subtotal:</b>				<b>\$4,153.78</b>

## Appendix D: Award Contacts

Award Number: R7164  
Recipient: City of Haines City  
Award Title: C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT  
Award Period: 10/01/2023 - 09/30/2024

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### Recipient Grant Manager (GM)

**Name:** Isaac Jackson  
**Title:** Lieutenant  
**Address:** 35400 Highway 27 N  
Haines City, FL 33844  
**Phone:** (863) 837-8464  
**Email:** IJackson@hainescity.com

### Recipient Chief Official (CO)

**Name:** H. L Roy Tyler  
**Title:** Mayor  
**Address:** 620 E. Main St  
Haines City, FL 33844  
**Phone:** (863) 421- 3600  
**Email:** RTyler@hainescity.com

### Recipient Chief Financial Officer (CFO)

**Name:** Omar DeJesus  
**Title:** Finance Director  
**Address:** 620 E. Main St  
Haines City, FL  
**Phone:** (863) 421-3600 ext. 5102  
**Email:** Omar.Dejesus@hainescity.com

### Recipient Additional Point of Contact (POC)

**Name:** Jay Hopwood  
**Title:** Deputy Chief  
**Phone:** (863) 421- 3636 ext. 2227  
**Email:** JHopwood@hainescity.com

## Appendix E: Special Conditions

Award Number: R7164  
Recipient: City of Haines City  
Award Title: C-R7164: PRINTERS, MOUNTS, AND RADAR PROJECT  
Award Period: 10/01/2023 - 09/30/2024

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001            During application review, it was noted the recipient's SAM.gov registration will expire on July 20, 2024. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to the expiration date.
- S0002            The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0003            A risk assessment completed at the time of application review determined this project is low-risk.&nbsp;As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0004            WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

## Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

### **For NCHIP and NARIP Awards**

**Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

## GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

[https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

## DEFINITIONS

**Award agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

**Fiscal Agent** refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

**Subaward** is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Recipient** means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**For PSN: Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the

Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

**4.0 Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of

any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 “Pay-to-Stay”** - Funds from this award may not be used to operate a “pay-to-stay” program in any local jail. Furthermore, no funds may be given to local jails that operate “pay-to-stay” programs. “Local jail”, as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. “Pay-to-stay” programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender’s apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of

Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

**19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

**1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

**4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

### SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not

be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

#### **SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS**

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

## **SECTION V: MONITORING AND AUDITS**

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor

refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision,

the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

**1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

**2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed

budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Recipients** - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

- 15.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).

**16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

**Websites** - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**Patents** - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

**17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

## **18.0 Information Technology Projects**

**Criminal Intelligence Systems** - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;

- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**23.0 Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**24.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

**25.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 26.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
- 27.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

## **SECTION VII: ADDITIONAL REQUIREMENTS**

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research

subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## 5.0 Disclosures

**Conflict of Interest** - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

**6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

**11.0 Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

**12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation

plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

**14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

**15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

**16.0 Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**17.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**19.0 Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

**20.0 For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

**21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
  - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
  - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.





# 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:** March 7, 2024  
**Subject:** Request for Proposal (RFP) 23-05 Rail Spur Repair and Operations

### **Executive Summary**

Award RFP 23-05 Rail Spur Repair and Operations to Regional Rail, LLC.  
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 award for Request for Proposal (RFP) 23-05 Rail Spur Repair and Operations to Regional Rail, LLC.

### **Background**

The City solicited proposals from qualified contractors for rail spur repair and operations. On August 8, 2023, formal advertisements were placed in the Lakeland Ledger newspaper and on DemandStar, an online bid solicitation platform. Sealed bids were due on October 3, 2023 at 2:00 PM.

The City received the following three (3) bids:

<b>Company</b>	<b>Revenue Sharing</b>	<b>Monthly Lease</b>	<b>Rail Spur Repair Cost</b>	<b>CSX Interchange Cost</b>
Atlantic Railways Co LLC	15%	\$1,500	\$260,000	Not Included
Regional Rail, LLC	20% of Net Income over \$600k	\$0	\$118,853	\$528,000
R.W. Summers Railroad Contractor	85%	\$0	\$575,000	Included



# HAINES CITY

## THE HEART OF FLORIDA

At the Evaluation and Recommendation Committee (ERC) meeting on October 17, 2023, the ERC decided to create a short-list of bidders who could operate the rail spur. The bid from R.W. Summers Railroad did not address operation of the rail spur; therefore, the committee chose to meet with Atlantic Railways and Regional Rail.

The ERC met on December 19, 2023 to discuss the outcome of the short-list meetings. The ERC made a motion to cancel the bid due to bidders not meeting all of the bid specifications (not all required repairs/additions were included in the bids).

Finance Administration is recommending to override the ERC's recommendation to cancel the bid since Section 6C of the bid states "The City of Haines City reserves the right to make the final decision as to which firms are granted primary negotiating rights". Finance Administration is recommending awarding the bid to Regional Rail which will allow the negotiation process to begin and repairs to be performed in a timely manner due to approved grant funding.

### **Organizational Goal(s)**

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

### **Budget Impact**

The budget impact of this project is estimated to be a net cost to the City of approximately \$300,000 and will be charged to ADG account #001-10-51-9-6-63-10. The differences will be covered by two approved grants each providing the City with \$200,000 in reimbursements. Although initially unbudgeted, it is proposed to use reserved contingency funds in order to not amend the budget.

### **Recommendation**

Staff recommends that the City Commission award RFP 23-05 Rail Spur Repair and Operations to Regional Rail, LLC and allow for Administration to begin contract negotiations.



**Regional Rail, LLC**

**Haines City Rail Line  
RFP 23-05 Rail Spur Repair and Operations  
Proposal to Operate Freight Rail Service and  
Maintain City-Owned Rail Infrastructure**

**Alfred M. Sauer, President, Chief Executive Officer & Board Member**  
[asauer@regional-rail.com](mailto:asauer@regional-rail.com)





## 1. Cover Letter

October 3, 2023

City of Haines City  
Vickie Ramsier, Purchasing Coordinator  
620 E. Main Street  
Haines City, FL 33844

Re: **Proposal to Operate Freight Rail Service and Maintain City-Owned Rail Infrastructure**

Dear Ms. Ramsier,

Please accept this Cover Letter indicating our interest, credentials, and qualifications for bidding to operate freight rail service and maintain City-owned rail infrastructure at Haines City, Florida. I am hereby authorized to bid on providing this service on behalf of Regional Rail, LLC, and attest that I have the authority to bind Regional Rail, LLC to our submitted proposal. The address of our principal office in eastern Pennsylvania, our regional office near Orlando, as well as our legal name, address, and telephone number are listed below:

**Principal Office/Headquarters**  
**Regional Rail, LLC**  
**505 South Broad Street**  
**Kennett Square, PA 19348**  
**(610) 925-0131**

**Florida Regional Office**  
**Florida Central Railroad Company, Inc.**  
**3001 West Orange Ave.**  
**Apopka, FL 32703**  
**(407) 880-8500**

While our executives have decades of experience in the short line rail industry, Regional Rail as an entity has more than 15 years of experience providing rail service to customers and ports. We currently operate 28 miles of track within Polk County, along with a 24-acre transload facility, as part of our Florida Midland Railroad.

Please direct any questions you may have and all bid-related correspondence to myself at the contact info here:

E-mail address: [asauer@regional-rail.com](mailto:asauer@regional-rail.com)  
Telephone number: **610 925 0131 ext. 102**  
Fax number: **(610) 925-0135**

With a significant presence in Florida and experience operating railroads across the Eastern Seaboard, Midwest and Canada, we welcome the opportunity to forge a strong and lasting partnership with Haines City. Thank you for your time and consideration.

Sincerely,

Alfred M. Sauer  
President, Chief Executive Officer & Board Member  
Regional Rail, LLC



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## 2. Firm Information



Regional Rail, LLC (Regional Rail) has a history of operating and growing successful short line railroads since establishing the company in 2007. We operate 13 short line railroads covering more than 700 miles of track in Florida, Delaware, New York, North Carolina, Ohio, Illinois, Indiana, Pennsylvania, and Canada. In fact, we operate a rail line only 12 miles from Haines City. We transport propane, butane, lumber, fertilizers, food, agriculture, chemicals, metals and much more. Our customers include household names like Frito-Lay, Duke Energy and Lowe’s. We have four diverse operations covering Florida’s peninsula that have served the Sunshine State since the mid-1980s. We have experience operating in both urban and rural areas; we serve Florida’s 5<sup>th</sup> most populated county (Orange County) as well as the 47<sup>th</sup> most populated (Levy County) of Florida’s 67 counties. We have ample resources, both financial and managerial, to expand our Florida operation to include Haines City.

Our business model includes creating a cohesive group of geographically sensible short-line railroads and rail-related companies and managing them according to industry best practices. We value synergies created by connecting small rail-related entities into a larger enterprise while making smart infrastructure investments. But most important to us is maintaining a strong and seamless “first name basis” focus on our customers. Synergies allow us to reduce administrative costs, increase marketing opportunities, improve our negotiating position with connecting rail carriers, and increase our purchasing power with suppliers. We are very mindful to connect businesses only when they lead to



better customer service, viable long-term growth, improved profitability, and the resultant ability to reinvest in the business to ensure safety, service and value.

Since our inception, Regional Rail has enjoyed steady growth of our existing traffic while successfully expanding to neighboring regions and incorporating additional value-added services. Our 2020 acquisition of Pinsky Railroad Company's Florida operations—including 200 miles of track across three short-line railroads, the Florida Central Railroad, the Florida Midland Railroad and the Florida Northern Railroad—made strategic sense because given the location in and around Orlando and Tampa Bay, provide freight traffic consisting of 90% inbound loads serving multiple high-growth regional consumption markets. Given Florida's consistently strong population growth and positive economic trends, Regional Rail is positioned to facilitate Florida's impressive freight traffic growth. Our Florida lines have a large and diverse customer base, a strong pipeline of new freight customers, and serve highly attractive industrial development sites with additional sites available, all providing an exciting growth opportunity. Like Regional Rail's other operations, these railroads provide freight transportation, transload and railcar-storage services to a broad customer base of more than 65 companies covering a diverse set of end markets including fuel blending, building products, chemicals, food, agriculture, scrap metal and plastic resins.

Regional Rail's Florida operations are managed centrally in Apopka, about 1 hour from Haines City, and we stand ready to support the personnel and managers we will dedicate to the operation. The Florida Midland Railroad and the Florida Northern Railroad are each approximately 2 hours away from Apopka as well. We have experience managing our Florida rail operations from our Apopka regional office. It works well for our customers and our employees and has been a very successful model for years. We are able to mobilize and respond to any requirement quickly. Given Haines City's location, our Florida regional office base is a natural fit. Our management team will be able to respond on-site very quickly to resolve any issues that arise.

**Principal Office/Headquarters**

Regional Rail, LLC  
505 South Broad Street  
Kennett Square, PA 19348  
(610) 925-0131

**Florida Regional Office**

Florida Central Railroad Company, Inc.  
3001 West Orange Ave.  
Apopka, FL 32703  
(407) 880-8500

All functions related to this bid process will take place at our Principal Office in Kennett Square, Pennsylvania. If selected to operate at Haines City, only insurance and payroll functions would take place out of the Pennsylvania office. We strongly believe in decision-making at the local railroad level, therefore all other Haines City-related functions including capital planning, accounting, billing, safety, customer service, and most importantly day-to-day operation oversight would take place at our Florida regional office. We do not foresee business activities being shared between the two offices.

We intend to perform all operating, mechanical, and engineering work directly. The only work that we would subcontract out would be track and locomotive maintenance work of a size and scope that exceeds our team's capacity and equipment ability. This could include locomotive work that would require a unit to be lifted or very heavy parts to be moved into place via crane. For that work, we have long-standing relationships with several railroad mechanical companies in the region. This could also include heavy track work requiring a crane to be utilized.



### 3. Project Approach

We are prepared to operate the Haines City rail spur for up to 15 years or more, which includes a 5-year initial term of the operating agreement and two possible renewal terms of 5 years each.

#### 3.1 Compensation Proposal/Operating Fees

Regional Rail proposes a compensation plan that:

- Provides the City of Haines City with an annual return from the rail spur once sufficient customer carloads develop.
- Eliminates any losses for the City from the rail spur following the initial repair investment.
- No City funds paid to Regional Rail for marketing support and maintenance guidance prior to the arrival of revenue carloads.
- Provides a strong financial upside to the City.

Our proposal ensures positive financials during the term of the engagement. It calls for:

1. A track lease payment to the City of \$1.00 per year.
2. Revenue Sharing: **20%** of all rail spur net income (including revenue from any assessorial charges and railcar storage fees) paid **quarterly** to the City once annual rail spur revenue exceeds **\$600,000** in a given year.
3. The aforementioned shared net income threshold shall escalate annually based on a customary index to the rail industry.
4. Following the completion of phase 1 and 2 repairs to the rail spur, Regional Rail will be responsible for railroad operating expenses including train crew and maintenance staff payroll, locomotive operating expense including fuel and FRA mandated track, bridge and signal inspections. The City would retain responsibility for utility power bills and roadway asphalt surface maintenance for the two grade crossings.

Regional Rail feels this proposal, combined with our talents and decades of experience developing and growing new business with the CSX sales team, will lead to an equitable financial position for all parties involved—the City, customers, CSX and Regional Rail. It aligns our respective interests.

Regional Rail proposes a stair stepped approach to growth on the City's rail spur:

#### 3.2 Proposed Timeline of Repairs and Mobilization toward the Start of Service

##### Phase 1: Assessment of the current condition of the spur and needed repairs:

- a. Repairs needed prior to the start of rail service: (timeline: Q1 2024)
  - i. Install 400 crossties replacing rotted ties from the original 2005 construction, with emphasis on the rail spur's three curves (at CSX junction and Lake Marion Rd).
  - ii. Add ballast near Grace Ave overpass to restore shoulder.
  - iii. Brush clearing along rail spur, multiple locations.
  - iv. Hi-rail vegetation spray to eliminate weeds.
  - v. Detour Rd grade crossing asphalt approaches in poor condition.



- vi. Return two grade crossing warning devices installations to service (Detour Rd #928558X and Lake Marion Rd/CR 544#928577C) to include 6 new gates, 2 new flasher heads and required Federal Railroad Administration testing.

*Estimate of \$118,853 paid by the city to their selected contractors, no fees paid to Regional Rail for advisory role.*

**Phase 2: Required Infrastructure for CSX interchange: (timeline: Q2 2024)**

- a. Establish an interchange agreement between Regional Rail and CSX for Haines City.
- b. Construct a 1500' siding south of the Lily Ave overpass to permit interchange of inbound/outbound customer railcars with CSX. CSX has advised us that a siding will be an absolute requirement for CSX to agree to interchange with a shortline operator at Haines City.
- c. Establish a tariff and freight rates.
- d. Setup of Wabtec RailConnect car accounting.

*Estimate of \$528,000 paid by the city to their selected contractor, no fees paid to Regional Rail for advisory role.*

**Phase 3: Preventative Maintenance Program (timeline: TBD - arrival of revenue carloads)**

- a. Monthly and annual inspection of grade crossing warning devices per FRA 234 regulations.
- b. Classification of City track: FRA 213.9 Class 1 other main line track–10 MPH.
  - i. FRA 213.233–Monthly inspection of all City tracks
  - ii. FRA 213.239–Monthly inspection of all City turnouts
  - iii. FRA 213.239–Storm/special inspections as conditions require.
  - iv. Annually in January–Submission to authority of annual tie, turnout and rail maintenance/replacement plan based on previous year’s joint inspections (Regional Rail, City and FRA/FDOT). Work will be performed by Regional Rail Maintenance-of-Way personnel.
  - v. A bi-annual program of reconditioning/welding of worn switch points, frogs and rail joints while in service. Any required emergency welding repairs will be performed by a qualified contractor, such as R.W. Summers.
  - vi. FRA 213.37–Vegetation control services to be provided by contract on an annual basis or more frequently if required.
  - vii. FRA 213.7–Designation of qualified persons (track inspectors) will be based out of the Apopka office, currently 2 individuals.
  - viii. FRA 213.7 (d)–Staff qualified to inspect for broken rail conditions at a minimum.
- c. Replace defective crossties, rails or OTM (other track material) that would prevent FRA 213.9 Class I compliance.
- d. Preventative maintenance program expenses will be paid by Regional Rail during the duration of the agreement.
- e. In-house and FRA/DOT inspection records will be posted on our SharePoint site with access provided to the City.

**Mobilization Plan (timeline: TBD - arrival of revenue carloads)**

Once online customers are secured, Regional Rail will assign a locomotive to Haines City. Initially train service will be operated on an as-needed basis using our Winter Haven, FL train crews.



Additionally, our Florida team has tremendous experience working alongside CSX's Florida operating and management people. Our crew members will communicate with CSX personnel, including the CSX train operations managers covering the Orlando-Tampa region, to ensure both parties understand the exact location of interchange tracks and adhere to interchange rules, obligations and protocols as expected. We will clearly communicate with CSX headquarters in Jacksonville to help ensure a smooth start-up with all back-office functions and future communications.

Regional Rail will ensure that all parties understand the administrative functions involved with the start-up and will ensure our system communicates properly with the City, customers, CSX and Railinc. We have many years of experience doing so at our other rail properties.

Regional Rail has extensive experience with related services that stretch well beyond the end of track:

- **Industrial Development:** our railroads serve both long-standing and new industrial development sites. Our local presence allows us to partner with customers regarding site selection and development of rail-served industrial sites along our lines.
- **Transload:** we help more than 75 customers without rail sidings enjoy the benefits of shipping by rail via transload operations on our railroads. We maintain numerous transload locations and can assist setting up a customer-focused transload operation that creates value. We transload bulk liquids, ethanol, propane, feed products, steel, high & wide shipments, plastic pellets, and biodiesel.
- **Railcar Storage:** with more than 700 miles of track across 13 short line railroads, we have the capacity and experience providing short- and long-term railcar storage for all types of loaded and empty railcars.
- **Real Estate:** we have experience partnering with customers to develop land for industrial use and can assist with anything from requesting right-of-way access for telecommunication lines to locating a multi-million-dollar rail served facility.
- **Switching Services:** Regional Rail's short lines can provide a variety of customized in-plant or at-port switching services for customers.

### **3.3 Emergency plans for hazardous chemicals, crashes, derailments or other incidents**

Regional Rail recognizes that our environmental responsibility is not only legislated, but also forms an intrinsic part of the way we conduct our business and the manner in which we interact with our employees, customers, regulators and the public. Regional Rail is committed to full compliance with all laws regulating our industry and we strive to ensure all of our operations are performing to the highest standards. Sound environmental practice, respect for the well-being of our employees and recognition of our proximity to the community form the groundwork of our commitment to the environment. No job should be considered complete and successful unless these fundamentals have been observed. To protect and improve the environment of Haines City, our environmental objectives include:

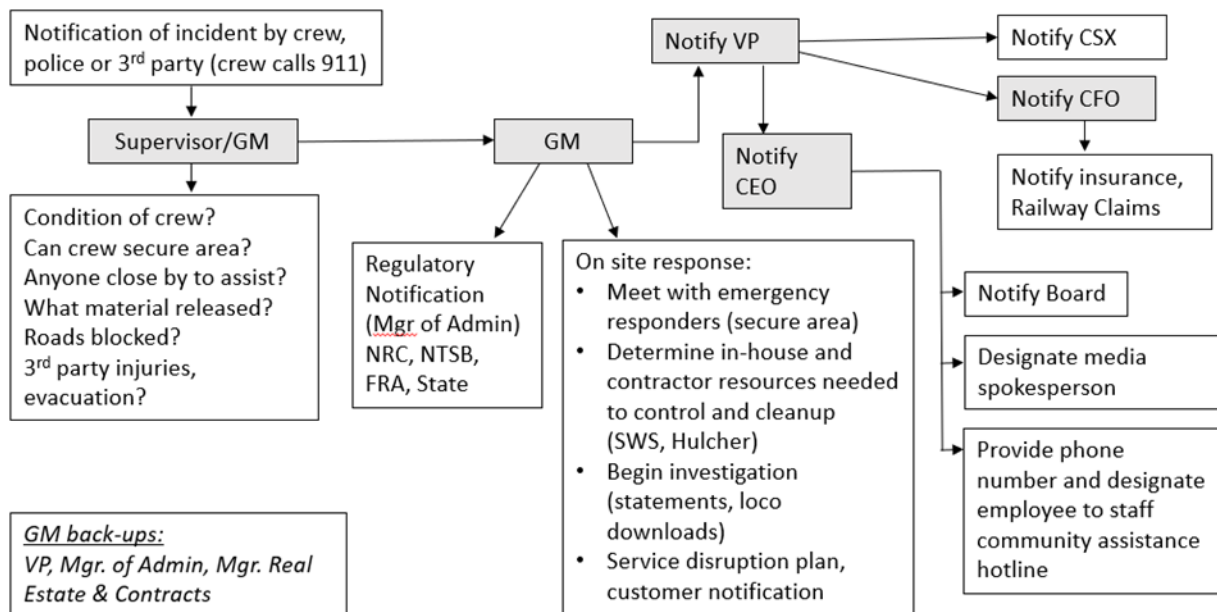
1. Meeting or exceeding applicable environmental requirements; to comply with and work within the existing City safety and environment policy framework.
2. To operate facilities and conduct activities with consideration of waste minimization and the safe and responsible disposal of residual waste.
3. To develop and maintain emergency preparedness plans in conjunction with emergency services, relevant authorities, and the community.



4. To educate, train and motivate employees, suppliers and contractors to conduct their activities in an environmentally responsible manner.
5. To foster openness and dialogue with employees and other stakeholders with respect to their concerns about potential hazards and the impact of our operations.
6. Maintain a Security Plan for the Transportation of Hazardous Materials, including a description of commodities transported, contractor resources for clean-up and incident reporting contacts.

All managers and supervisors must demonstrate commitment to this policy at all times and are responsible within their respective areas for taking actions deemed necessary to conform to this plan. All employees must demonstrate commitment to this plan at all times and are responsible for performing their duties in a manner necessary to conform to this plan.

*Our incident communication plan:*





## 4. Assigned Personnel & Experience

Regional Rail employs 200 people across the states we serve. We have 35 employees in Florida. Key employees include:

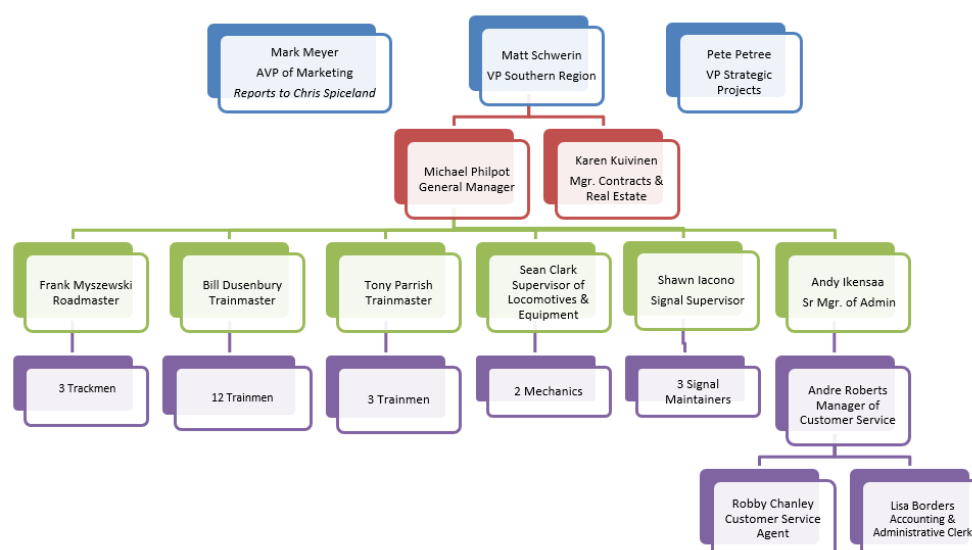
- **Al Sauer**, Regional Rail's co-founder, company President & CEO, who previously served as Vice President through April 2017. Mr. Sauer has extensive experience, having cultivated the port/rail relationship with numerous blue water and inland ports, in both the US and Canada during his 35-plus year rail career. Mr. Sauer began his railroad career with the New York, Susquehanna & Western/Delaware & Hudson Railways. Following NYSW/D&H's acquisition by Canadian Pacific in 1990, Mr. Sauer held positions of increasing responsibility with CP's marketing department. In 1995, he joined RailAmerica, a short line and regional railroad operator that grew to own more than 50 railroads. His responsibilities increased significantly as the company grew to become one of the largest short line railroad holding companies in the industry. At RailAmerica, Al rose to Senior VP of Marketing—Chief Commercial Officer, with responsibility for more than 50 short line railroads throughout the U.S. and Canada. In 2004, he joined short line holding company OmniTRAX as Senior VP of Marketing and Strategic Planning. While there, Mr. Sauer had commercial responsibility for the Port of Churchill, Manitoba as well as more than 15 short line railroads in the U.S. and Canada.
- **Bob Parker**, co-founder of Regional Rail, held the President and CEO positions from the company's inception in 2007 through April 2017. He retired in 2017 after nearly 40 years in the rail industry, working for the Richmond, Fredericksburg & Potomac Railroad, which later became part of CSX, as well as short line and regional railroad operators RailAmerica and OmniTRAX. Bob remains Chairman Emeritus and a Board member and is involved in strategic initiatives and special projects.
- **Pete Petree**, Vice President, Strategic Projects for Regional Rail, is responsible for targeting and developing specific growth initiatives for the company such as merger & acquisition opportunities, asset disposition and special projects to help drive growth. He previously served as Vice President of the Southern Region with responsibility for all of Regional Rail's Florida properties. Petree joined Regional Rail via short line operator Pinsly when Regional Rail acquired the Pinsly Railroad Company's Florida operations in January 2020. While at Pinsly, he oversaw all aspects of the operating department and led the operational improvement efforts, including productivity gains, infrastructure upgrades and safety, which resulted in our Florida properties being awarded the 2014 and 2019 American Short Line & Regional Railroad Association's (ASLRRRA) President's Award for Safety. Prior to his work at Pinsly, Pete was President of the R.J. Corman Railroad Company, with responsibilities for all operating, commercial and finance activities. In a span of five years, he led efforts to greatly expand their short line portfolio. During that same period, Corman received the ASLRRRA's Business Development Award for 2005 and 2009, as well as the Short Line of the Year Award in 2007. Mr. Petree also has more than 25 years of experience with CSX Transportation, including numerous leadership positions in engineering, transportation and capital planning. Pete attended Marshall University, served on the Board of Directors for the West Virginia Rail Authority, and as president of the Florida Railroad Association.
- **Matt Schwerin**, VP of the Southern Region, joined Regional Rail as part of our Pinsly acquisition in 2020, having previously served as General Manager for Pinsly's Florida rail



operations. Prior to that, Mr. Schwerin spent 14 years working for other short line railroads as well as CSX where he held various positions including trainmaster and manager of operating practices. He has 26 years of railroad operations and leadership experience, focused on leading operating teams across numerous departments and driving safety and performance excellence. He is a graduate of Michigan State University’s Railway Management Program. Matt is based out of our Orlando office.

- **Michael Philpot**, General Manager, has more than 18 years of experience in many aspects of the railroad industry including train operations, contract switching, track and railcar repair. He joined Regional Rail’s Florida team last year as General Manager, a role that includes the oversight and management of customer service, car accounting, switching operations, locomotive mechanical and engineering. Mr. Philpot will have day-to-day responsibility for all Haines City rail operations. He is based out of Orlando.
- **Mark Meyer**, AVP of Sales for Regional Rail’s Florida Region, leads the company’s commercial, industrial development, marketing, and supply chain functions in Florida. Meyer has direct responsibility for promoting the company’s transload properties, a consistent engine of growth since he joined the company. He also manages new business growth through the development of industrial properties along the railroad. He collaborates with local and state governments, real estate personnel and economic development groups to market available Central Florida properties to potential customers. Prior to joining the Florida Central Railroad, Mr. Meyer served as National Accounts Manager for R+L Carriers. He was responsible for cultivating \$11 million annually in sales throughout the R+L family of companies. He oversaw thirty account executives and support staff and developed transportation service offerings for the company’s third-party logistics arm R+L Global Logistics. These service offerings included intermodal, international air & ocean, refrigerated, and transborder solutions. Mark will be responsible for working with the City and CSX to drive growth and develop new customers at Haines City. Mr. Meyer is based out of Orlando.

### Regional Rail’s Florida Organizational Chart





Regional Rail operates 13 railroads in the Midwest and Eastern United States as well as Canada:

<https://www.regional-rail.com/>



**Carolina Coastal Railway (CLNA):** Operating 179 miles of track in eastern North Carolina, including service to the Port of Morehead City

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**Florida Central Railroad (FCEN):** Operating 68 miles of track serving the region around Orlando, Florida

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**Florida Midland Railroad (FMID):** Operating 28 miles of track serving Central Florida near Lakeland/Winter Haven/Lake Wales.

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**Florida Northern Railroad (FNOR):** Operating 104 miles of track on two branch lines in north-central Florida near Ocala.

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**East Penn Railroad (ESPN):** Operating 110 miles of track in southeastern Pennsylvania and northern Delaware.

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**Middletown & New Jersey Railroad (MNJ):** operating 55 miles of track in southeastern New York State

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**Tyburn Railroad (TYBR):** includes a 14-acre rail-to-truck transload facility and a terminal switching operation in Morrisville, Pennsylvania



**Burns Harbor Shortline Railroad Co. (BHS):** provides rail operations at Port of Indiana Burns Harbor in Northwest Indiana, with connections to every major railroad in North America

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**Port Manatee Railroad (PMR):** Provides rail service to Seaport Manatee, with 7 miles of track and interchange with CSXT at Palmetto.

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**Illinois Western Railroad (ILW):** Operates in South Central Illinois serving the Kelsey Business Park and connecting with BNSF and CSX

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**Effingham Railroad (EFRR):** Operates on 8 miles of track in Effingham, IL and interchanges with CSXT and CN. EFRR provides both storage in transit and transload services.

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**South Point & Ohio Railroad (SPO):** Operates on 5 miles of track in the Tri State region of southern Ohio, and interchanges with NS.

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**Great Sandhills Railway (GSR):** Operates on 128 miles of track in Southwest SK Eastern AB and interchanges with Canadian Pacific Kansas City (CPKC) in Swift Current, SK

Our short lines connect to every major railroad in North America at various points of our network, providing us extensive experience with a variety of rail-related business responsibilities and back-office activities, including:

Customer relations and negotiations:

- Rate negotiations and agreements
- Business development
- Industrial development
- Transloading



Unique partner relations & negotiations:

- State DOT's
- Metropolitan Planning Organizations (MPOs)
- Economic Development Organizations
- U.S. Military deployments by rail

Regional Rail is owned by, and has the financial backing of, 3i Group, plc (“3i”), an international investor strategically focused on opportunities where their sector and investment expertise, combined with their international presence and strong capital position, create value for stakeholders.

3i Group: <https://www.3i.com/portfolio/regional-rail/>

- Was established in 1945 by the Bank of England to finance the rebuilding of the U.K. following World War II. The company has been listed on the London Stock Exchange since 1994 (IILLN).
- Holds investments in transportation and logistics, consumer goods, business services, industrials, communications, utility services and energy.
- Is an active transportation investor with investments in addition to Regional Rail that include:
  - Smarte Carte: self-serve vended luggage carts, electronic lockers, commercial strollers and massage chairs, as well as other passenger and guest services commonly found in North American and European airports.
  - TCR: airport ground service equipment lessor and fleet operator.
- Founded New York City office in 2007 with a dedicated infrastructure investment team based there and in Chicago overseeing more than \$2 billion in equity invested in North America.

3i announced an agreement to invest in Regional Rail in 2019, which represents the firm’s third North American infrastructure investment since 2017. The investment serves as 3i’s rail infrastructure platform for future rail investments.

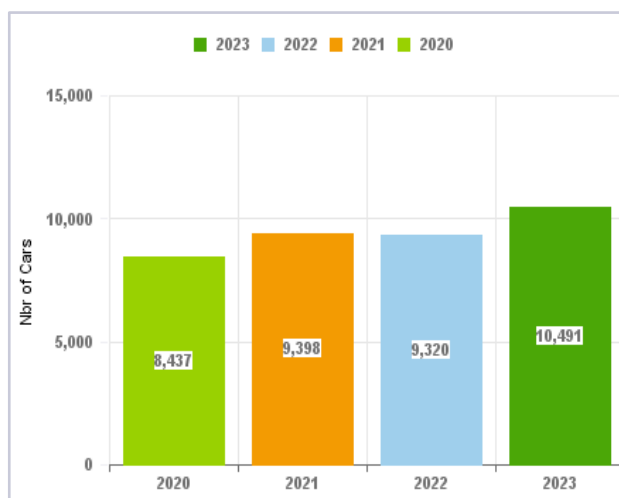


## 5. Firm References, Previous/Similar Work Completed

### 5.1 Carload Volume

Regional Rail has experience moving numerous products via rail, including similar commodities to those that will move through Haines City in the future. Regional Rail moves more than 30,000 annual carloads and is on target to surpass that mark again this year. Approximately one-third of Regional Rail’s total carload volume is handled in Florida. Our Florida operation is very experienced at safely moving both hazardous and non-hazardous materials. Additionally, we are experts with transloading, an essential part of our operations in the Sunshine State. Our Florida operation, which will work closely with Haines City, has moved more than 9,000 carloads of stone and gravel and more than 5,700 carloads of petroleum products over the past few years (2020–September 2023). We have handled more than 7,300 carloads of building products including lumber, wallboard, OSB and traditional plywood. Our Florida operation has also handled more than 1,500 carloads of grain products and shipped nearly 4,900 carloads of corn, corn syrup, corn oil, flour and malt liquor. We have also handled more than 4,600 carloads of coal. Regional Rail will work with our existing and future customers to bring commodities to Haines City.

*Number of Carloads by Year, Florida*



Top 10 Florida Carloads by Commodity

Commodity	Carloads
STONE	9066
PETROLEUM	5741
SCRAP METAL	5585
WOOD PRODUCTS	5447
COAL	4669
PLASTICS	4048
CORN PRODUCTS	2827
MALT LIQUORS	2155
WALLBOARD	1935
GRAIN PRODUCTS	1538

2020 thru September 2023

Regional Rail plays an integral role in attracting business and industry to communities we serve by actively marketing properties adjacent to our rail lines—properties that are ready, or nearly ready, to build on. We seek potential customers looking to locate, or grow, their business on a Regional Rail line and we take the time to explain the service and value we provide. We partner with economic development groups, commercial landowners, and industrial real estate organizations to actively market these sites. The properties are brought to market through an extensive process involving environmental and other due diligence measures.

Our team also has extensive experience working alongside corporations, regional business developers, site consultants and government officials to identify and evaluate new business. Our business development team supplies potential customers with a variety of information, including identifying deeds and utility providers.

We have a strong relationship with CSX which allows us to develop *CSX Select Sites* on our Florida rail lines. These are premium certified rail-served sites for industrial development and expansion. Select Site certification criteria includes sizeable acreage, access to rail services, proximity to highways, workforce availability, as well as assuring natural gas, electricity, clean water, wastewater, environmental and geo-technical needs are available. Our collaboration with CSX has led to a number of manufacturing and distribution centers choosing to locate on our Florida rail lines.

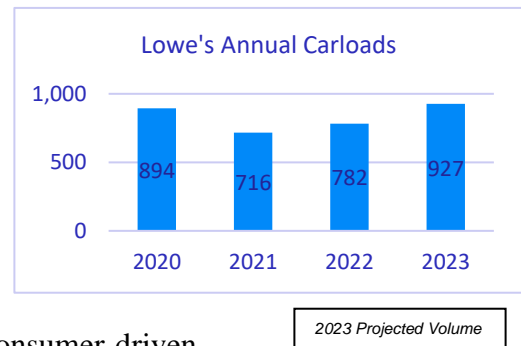


## 5.2 Customer Growth Examples

Regional Rail assisted with the development of a rail served industrial park in Apopka for customers including Goya Foods in February 2020. We worked with Pilot Travel Centers to land a diesel exhaust fluid (DEF) manufacturing facility in Ocala in 2017.

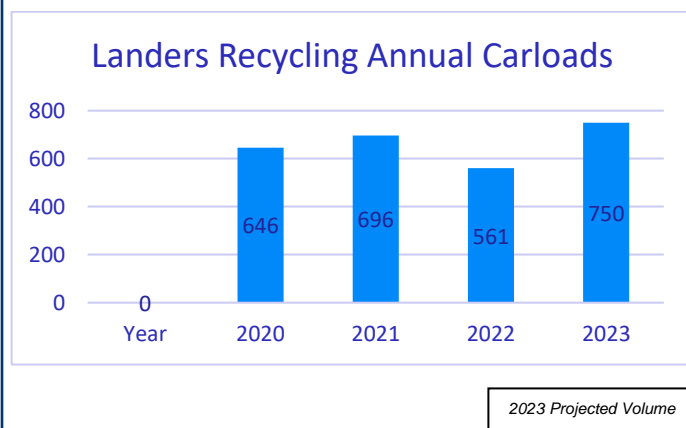
**Lowe's Distribution Center, Frostproof, Florida, Steve Tomes, Location Manager**  
 Phone: 863-635-8300, Email: [Steve.W.Toms@lowes.com](mailto:Steve.W.Toms@lowes.com)

Lowe's has been an FMID customer since 1996, beginning with Lowe's first 3<sup>rd</sup> party distribution center, a lumber transload and warehouse facility in Frostproof. FMID earned Lowe's *Gold Carrier Award* three years in a row. That facility began as a temporary program but resulting from our exceptional service it led to the development of a permanent site on the FMID. Lowe's now operates a highly active distribution center on the FMID, supporting direct and indirect jobs and supplying more than 115 Florida Lowe's stores with consumer-driven lumber products.



**Lander's Recycling at Apopka, Florida, Jonathan Landers, Vice President**  
 Phone: 407-293-1313, Email: [jonathan@LANDERSRECYCLING.COM](mailto:jonathan@LANDERSRECYCLING.COM)

Landers Recycling, FCEN's largest customer, has grown significantly due to our assistance helping them develop a private car fleet used to ship 90% of their business to customers in Alabama, Florida, North Carolina, and South Carolina. This privately held, family-owned scrap company sells product to major steel mills throughout the Southeast. In 2019, the company made major investments in their private railcar fleet, their shredder and their bundler.



**“The FCEN has played a pivotal role in the growth of our business and is an outstanding transportation partner.”**

**- Jonathan Landers, Vice President, Landers Recycling**

## 6. Current and Near Future Workload, Project Budget and Schedule

Regional Rail does not have any current City of Haines City continuing service engagements. Our present Florida-based staffing and management resources are sufficient to support this proposed service at Haines City.

## 7. Firm Location

### Polk County Operations Office

Florida Midland Railroad Company, LLC.  
2951 Highway 17  
Eagle Lake, FL 33839  
(863) 297-8091

### Florida Regional Office

Florida Central Railroad Company, LLC.  
3001 West Orange Ave.  
Apopka, FL 32703  
(407) 880-8500

## 8. Attachments and Required Documents

### 8.1 Operator's Safety Compliance History

Safety is a culture at Regional Rail that drives each decision our employees make. This culture of safety is reflected not only in our industry leading safety results, but also employee retention, morale, and our mentoring programs. Our goal at Haines City is to implement this same safety culture, much of which will be overseen by mentors and members of our Polk County-based Florida Midland team. Year to date, our Polk County-based Florida Midland Railroad performance stands at 0 injuries.

- Proven incident reporting process that ensures prompt notification of issues to city staff.
- 11 of our 13 short lines experienced no FRA reportable injuries in 2022.
- In-house safety audit resources and operational testing to maintain regulatory compliance.
- Exceptional results from a Short Line Safety Institute assessment in 2017.
- The ASLRRRA (American Short Line & Regional Railroads Association) *Jake Award with Distinction* on all three Florida railroads in 2011, 2012, 2013, 2014, 2016, 2017, 2019, 2020, 2022 (*Jake Award with Distinction* is awarded to member railroads with **no FRA reportable injuries** during the previous year).
- The ASLRRRA *President's Award* in 2014 and again in 2019 for the FCEN (awarded to the railroad operating less than 50,000 man-hours with the best safety rate below the industry average).

During the previous 10 years, our Florida lines experienced only five FRA reportable injuries, all minor in nature. We have not suffered any fatalities and in six of the last 10 years the three roads had no incidents.

There have only been two FRA reportable derailments (costs exceeding a set threshold, currently \$11,500) in the previous 10 years.

### 8.2 Operator's certification qualification to support this project

Regional Rail ensures we are in compliance with all federal and state agencies overseeing rail regulations at all of our short lines and we will do the same when operating the city's rail spur. We comply with all Federal Railroad Administration/Florida Department of Transportation rail regulations

and have much experience doing so, especially given our solid working relationship with Central Florida's SunRail commuter operation. We adhere to the General Code of Operating Rules (GCOR). As a member of the ASLRRRA, we remain current with all updated federal regulations and industry best practices. The FRA regulations that govern our operation include:

- 172 Handling of Hazardous Material by Rail
- 213 Track Safety Standard
- 214 Roadway Worker Protection and Blue Signal Protection
- 215 App D freight car inspections
- 217.9 Operational Testing program and recordkeeping
- 218 Operating Practices, including Blue Signal and Shoving Equipment, handling switches and derails
- 219 Control of Alcohol and Drug Use (FRA approved program on file)
- 222 Locomotive Horn use at public crossings
- 225 Railroad accident/incident reporting (monthly and annual reporting)
- 227 Occupational Noise Exposure
- 229 Locomotive Safety Standards
- 232 Power Brake Law (Transfer and Class III brake tests)
- 240 Locomotive Engineer Certification
- 242 Conductor Certification
- 243 Training, Qualification and Oversight for safety-related railroad employees

### **8.3 Operator's current specific working relationship with CSX**

CSX and Regional Rail's Florida railroads have been partners since the mid 1980's. Each of our four Florida based short line railroads interchange directly with CSX, representing 10,000 carloads YTD. Our relations and negotiations experience with the Class I railroad include:

- Marketing agreements
- Operating agreements
- Interchange agreements
- Joint Facilities agreements
- Trackage rights agreements

CSX Contact for Regional Rail References: Mr. Thomas J. Tisa  
Head of Business Development  
Phone: (904) 366-4157, Email: [Tom\\_Tisa@csx.com](mailto:Tom_Tisa@csx.com)

### **8.4 Executed Attachments A-K**

- A Cost/Revenue Summary
- B Addendum Acknowledgement
- C Insurance Requirements
- D Acceptance of Proposal Terms and Conditions
- E Drug Free Workplace Certification
- F Conflict of Interest Statement
- G Public Entity Crimes Disclosure
- H Firm Location
- J Federal E-Verify Compliance Certification
- K Bid Bond

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 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	
<b>Rail Spur Repair and Operations</b>		

**Attachment A  
Cost/Revenue Summary**

**Rail Spur Repair and Operations**

REPAIR COST FOR OPERATIONAL SPUR \$ No Cost  
REVENUE SHARING 20 % or MONTHLY LEASE PAYMENT \$ n/a  
UPGRADE RECOMMENDATIONS: ATTACH OPTIONS, INCLUDING CITY COST AND REVENUE

DATE OF COMPLETION WILL BE TAKEN INTO CONSIDERATION WHEN AWARDING THE BID.

LENGTH OF TIME TO COMPLETE OPERATIONAL REPAIRS: 180 days

DATE TO COMMENCE WORK AFTER NTP: January 1, 2024

COMPANY NAME: REGIONAL RAIL LLC.

ADDRESS: 505 South Broad St.

CITY: Kennett Square STATE: PA ZIP CODE: 19348

EMAIL: asaver@regional-rail.com

NAME OF BIDDER: Alfred M. Saver

WARRANTY PERIOD: (PLEASE SPECIFY TYPE: MANUFACTURE/ WORKMANSHIP)

n/a

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**RFP #23-05 City Owned Rail Spur  
Attachment A, Page 18  
Cost/Revenue Summary Detail  
Regional Rail, LLC**

**Repair Cost for Operational Spur: \$0**

*Explanation: Our proposal provides advisory and field construction oversight services to the City of Haines City at no cost to the city during the rail spur repair phases. The city would obtain quotes from qualified local track construction firms for the construction of a 1500' interchange siding, installation of replacement 500 ties and other initial 'preparation for service' maintenance items, with no fees or markup paid to Regional Rail, LLC.*

**Revenue Sharing: 20%**

**Explanation:**

- 1. A track lease payment to the City of \$1.00 per year.*
- 2. Revenue Sharing: 20% of all rail spur net income (including revenue from any assessorial charges and railcar storage fees) paid quarterly to the City once annual rail spur revenue exceeds \$600,000 in a given year.*
- 3. The aforementioned shared net income threshold shall escalate annually based on a customary index to the rail industry.*
- 4. Following the completion of phase 1 and 2 repairs to the rail spur, Regional Rail will be responsible for railroad operating expenses including train crew and maintenance staff payroll, locomotive operating expense including fuel and FRA mandated track, bridge, and signal inspections.*

**Length of Time to Complete Operational Repairs:**

*Phase 1 Return to Service Repairs: 90 days (January 1<sup>st</sup> – March 31<sup>st</sup>, 2024)*

*Phase 2 1500' Interchange Siding Construction: 90 days (April 1<sup>st</sup> – June 30<sup>th</sup>, 2024)*

**Date to Commence Work After NTP: January 1<sup>st</sup>, 2024.**

<b>RFP #23-05</b>	<b>Due Date &amp; Time:</b> 10/3/23 at 2:00 PM ET	<b>Advertised Date(s):</b> August 8, 2023
<b>Purchasing Coordinator:</b> Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	<b>Respond to:</b> City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: 863-421-3600	
<b>Rail Spur Repair and Operations</b>		

**Attachment B  
Addendum Acknowledgment**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>0</u> through # <u>0</u>  Initial: <i>MS</i> Date: <i>10/02/23</i>
Person Completing RFP Document (Signature): <i>MJ Schwerin</i>	
Name (Printed): <i>MATTHEW J. SCHWERIN</i>	Title: <i>VICE PRESIDENT</i>

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

<b>RFP #23-05</b>	<b>Due Date &amp; Time: 10/3/23 at 2:00 PM ET</b>	<b>Advised Date(s): August 8, 2023</b>
<b>Purchasing Coordinator: Vickie Ramsler Phone: 863-421-9961 Email: vickie.ramsler@hainescity.com</b>	<b>Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: 863-421-3800</b>	
<b>Rail Spur Repair and Operations</b>		

**Attachment C  
Insurance Requirements**

- A. The successful Respondent 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 Respondent 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 Respondent 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.**

*Item 9 note: Railroad employees are entitled to Federal Employers Liability Act (FELA) benefits instead of State Workers' compensation benefits. Railroad Liability is carried by Regional Rail.*

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 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	
<b>Rail Spur Repair and Operations</b>		

- C. **Certificates of Insurance:** The successful Respondent shall provide the CITY's Human Resources 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 Respondent,
  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 Respondent 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 Respondent's obligations to fulfill the insurance requirements specified herein.
- F. **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 Respondent and/or subcontractor providing such insurance.

Initials of Signatory:           MJS          

Date:           10/02/23          

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

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

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 2023
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<b>Rail Spur Repair and Operations</b>		

**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 RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP 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 RFP document or as otherwise agreed to between the parties in writing.

M J Schwerin  
Contracting Party Signature  
VICE PRESIDENT  
Title

MATTHEW J. SCHWERIN  
Contracting Party Printed Name  
10/02/23  
Date

Mailing Address: 3001 WEST ORANGE AVE, APOPKA FL 32703

Phone/Fax/E Mail Address: 407-880-8500, mschwerin@regional-rail.com

NOTARY:  
STATE OF Florida  
COUNTY OF Orange

Sworn and Subscribed before me this 2nd day of October, 20 23

Personally known:

Or Produced Identification: \_\_\_\_\_

Notary Public - State of: Florida Commission Expires: 8/16/2024



Elizabeth Leigh Borders

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

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 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	
<b>Rail Spur Repair and Operations</b>		

**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.

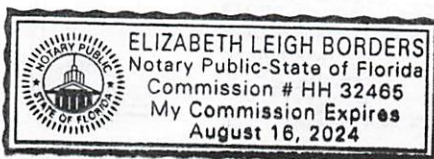
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

M. Schwab, VICE PRESIDENT, 10/02/23  
Bidder's Signature, Title, Date

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was executed before me this 2nd day of October, 2023 by Matthew Schuerin as Vice President of Florida Central Railroad LLC, 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.

Elizabeth Leigh Borders  
NOTARY PUBLIC, State of Florida



**EASE COMPLETE AND SUBMIT WITH PROPOSAL**  
it this form with your PROPOSAL may disqualify your response. <<<<

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 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	
<b>Rail Spur Repair and Operations</b>		

**Attachment F  
Conflict of Interest Statement**

STATE OF FLORIDA )  
COUNTY OF ORANGE )

Before me the undersigned authority personally appeared MATTHEW J. SCHWERIN, who was duly sworn, deposes, and states:

- A. I am the VICE PRESIDENT of REGIONAL RAIL LLC. with a local office in APOPKA, FL and principal office in KENNETT SQUARE, PA.
- B. Said entity is submitting this proposal/offer to RFP #23-05 Rail Spur Repair and Operations
- 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 2 day of OCTOBER 2023

MJ Schwerin  
AFFIANT

MATTHEW J. SCHWERIN  
Typed Name of AFFIANT

VICE PRESIDENT  
Title

NOTARY:  
STATE OF Florida )  
COUNTY OF Orange )

Sworn and Subscribed before me this 2nd day of October, 2023

Personally known:

Or Produced Identification: \_\_\_\_\_

Notary Public - State of: Florida Commission Expires: 8/16/2024



Elizabeth Leigh Borders

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

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 2023
Purchasing Coordinator: Vickie Ramsler Phone: 863-421-9981 Email: vickie.ramsler@hainescity.com	Respond to: City of Haines City Attn: Finance 820 E. Main Street Haines City, FL 33844 Phone: 863-421-3600	
<b>Rail Spur Repair and Operations</b>		

**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.**

- This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number RFP# 23-05 for RAIL SPUR REPAIR AND OPERATIONS.
- This sworn statement is submitted by FLORIDA CENTRAL RAILROAD COMPANY, LLC, whose business address is [Name of entity submitting sworn statement]  
505 SOUTH BROAD ST, KENNETT SQUARE PA 19348 and (if applicable) its Federal Employer Identification Number (FEIN) is 58-1700789 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
- My name is MATTHEW J. SCHWERIN and my relationship to the above is [Please print name of individual signing]  
VICE PRESIDENT
- 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.
- 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.
- I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - 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.
- 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.
- 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].

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 2023
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<b>Rail Spur Repair and Operations</b>		

\_\_\_\_ 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] MJ Schwan  
Date: 10/02/23

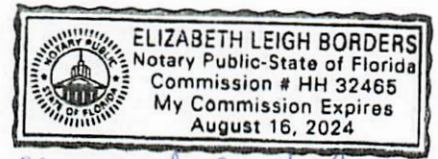
NOTARY: Florida  
STATE OF Florida  
COUNTY OF Orange

Sworn and Subscribed before me this 2nd day of October, 20 23

Personally known:

Or Produced Identification: \_\_\_\_\_

Notary Public - State of: Florida Commission Expires: 8/16/2024



Elizabeth Leigh Borders

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

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 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	
<b>Rail Spur Repair and Operations</b>		

**Attachment H  
Firm Location**

REGIONAL RAIL, LLC

I/we, affirm that FLORIDA MIDLAND RAILROAD COMPANY, LLC. has maintained a \_\_\_ principal, \_\_\_ headquarters or, ✓ 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 RFP document.

M. J. Schwerin  
Contracting Party Signature

MATTHEW J. SCHWERIN  
Contracting Party Printed Name

VICE PRESIDENT  
Title

10/02/23  
Date

Mailing Address: 3001 WEST ORANGE AVE, APOPKA, FL 32703

Phone/Fax/E Mail Address: 407-880-8500, mschwerin@regional-rail.com

NOTARY:  
STATE OF Florida  
COUNTY OF Orange

Sworn and Subscribed before me this 2nd day of October, 20 23

Personally known:

Or Produced Identification: \_\_\_\_\_

Notary Public - State of: Florida Commission Expires: 8/16/2024



*Elizabeth Leigh Borders*

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

<b>RFP #23-05</b>	Due Date & Time: 10/3/23 at 2:00 PM ET	Advertised Date(s): August 8, 2023
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9861 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	
<b>Rail Spur Repair and Operations</b>		

**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: 10/02/23 SIGNATURE: *M. J. Schwerin*  
COMPANY: REGIONAL RAIL LLC NAME: MATTHEW J. SCHWERIN  
FLORIDA CENTRAL RAILROAD CO, LLC.  
ADDRESS: 3001 WEST ORANGE AVE TITLE: VICE PRESIDENT  
APOPKA FL 32703  
E-MAIL: mschwerin@regional-rail.com  
PHONE NO.: 407-880-8500  
FAX NO.: \_\_\_\_\_

**RFP#23-05**  
**Rail Spur Repair and Operations**

Page 28: Attachment I Statement of "NO PROPOSAL" not submitted.

Page 30: Attachment K BID BOND not submitted account our proposal/bid does not include any funds paid by the city to Regional Rail, LLC.

Our proposal is a revenue sharing paid by the railroad to the city once sufficient customer carloads develop.



**To:** The Honorable Mayor and City Commissioners  
**Through:** James R. Elensky, City Manager  
**From:** Fred Reilly, City Attorney  
**Date:** March 7, 2024  
**Subject:** Attorney's Report - Rule 4-1.13 (Organization as Client), Rules Regulating the Florida Bar and the roles of the City Commission, City Manager, City Attorney and City Clerk

### **Introduction**

The intent of this item is for the City Attorney to explain his application of Rule 4-1.13 and provide guidance concerning the roles of City Commission, City Manager, City Attorney and City Clerk.

### **Background**

Rule 4-1.13 of the Rules Regulating the Florida Bar is one of the City Attorney's most important ethical standards. The full text of Rule 4-1.13 is shown below.

---

### **Rule 4-1.13 - ORGANIZATION AS CLIENT**

(a) Representation of Organization. A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.

(b) Violations by Officers or Employees of Organization. If a lawyer for an organization knows that an officer, employee, or other person associated with the organization is engaged in action, intends to act, or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization or a violation of law that reasonably might be imputed to the organization and is likely to result in substantial injury to the organization, the lawyer shall proceed as is reasonably necessary in the best interest of the organization. In determining how to proceed, the lawyer shall give due consideration to the seriousness of the violation and its consequences, the scope and nature of the lawyer's representation, the responsibility in the organization and the apparent motivation of the person involved, the policies of the organization concerning such matters, and any other relevant considerations. Any measures taken shall be designed to minimize disruption of the organization and the risk of revealing information relating to the representation to persons outside the organization. Such measures may include among others:

- (1) asking reconsideration of the matter;
- (2) advising that a separate legal opinion on the matter be sought for presentation to appropriate authority in the organization; and

(3) referring the matter to higher authority in the organization, including, if warranted by the seriousness of the matter, referral to the highest authority that can act in behalf of the organization as determined by applicable law.

(c) Resignation as Counsel for Organization. If, despite the lawyer's efforts in accordance with subdivision (b), the highest authority that can act on behalf of the organization insists upon action, or a refusal to act, that is clearly a violation of law and is likely to result in substantial injury to the organization, the lawyer may resign in accordance with rule 4-1.16.

(d) Identification of Client. In dealing with an organization's directors, officers, employees, members, shareholders, or other constituents, a lawyer shall explain the identity of the client when the lawyer knows or reasonably should know that the organization's interests are adverse to those of the constituents with whom the lawyer is dealing.

(e) Representing Directors, Officers, Employees, Members, Shareholders, or Other Constituents of Organization. A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders, or other constituents, subject to the provisions of rule 4-1.7. If the organization's consent to the dual representation is required by rule 4-1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

---

### **Organizational Goal(s)**

Municipal Government: Maintain and protect the integrity of municipal government.

### **Budget Impact**

There is no budget impact to the City in relation to this Agenda Item.

### **Recommendations**

I recommend that City Commissioners and City staff expressly recognize the following:

- A. The City Attorney has continually stressed the importance of maintaining the separation of powers set forth in the City's Charter. The roles and scope of authority of the City Commission, City Manager, City Attorney and City Clerk are clearly defined in the Charter.
- B. The City Attorney has consistently stressed that each individual (Commissioner, City Manager, City Attorney, City Clerk, Director and employee) must operate within the scope of their authority and "stay in their lane" in accordance with the Charter.
- C. The City Attorney consistently asks two questions when faced with a legal issue:
  1. What is the applicable legal standard? The City Attorney does not begin his analysis by focusing on the desired outcome.

2. What is the legal basis for authority to take action? For example, Does the Charter, Code or City policy allow the City Manager to make a unilateral decision or should is this a decision that must be made by the City Commission?
- D. The City Attorney often applies Rule 4-1.13 to situations in which the full facts have not been publicly disclosed due to the attorney-client confidentiality obligation that the City Attorney must maintain.
  - E. Rule 4-1.13 authorizes the City Attorney to take unique actions that no one else in the organization can take (due to the attorney-client confidentiality standard).
  - F. During my tenure, there have been numerous situations where I have applied Rule 4-1.13 to unique situations, guided an officer, employee, or other person associated with the organization through a challenging/difficult situation, implemented measures designed to minimize disruption of the organization and the risk of revealing information relating to the representation to persons outside the organization and achieved a positive outcome.
  - G. The City Attorney will likely not want to discuss litigation strategy or complex legal issues in a public meeting because it provides an advantage to the opposing party. Instead, the City Attorney prefers to discuss strategy in one-on-one meetings with the individual City Commissioners and the City Manager.
  - H. The City Attorney has and will brief the City Manager and Mayor on legal issues that arise. Prior to complex City Commission decisions, the City Attorney will have one-on-one telephone discussions or meetings with individual City Commissioners to explain the same story/situation five different times.
  - I. The City Manager, City Attorney, and City Clerk each must comply with their respective professional ethical standards (in addition to the ethical standards set forth in Chapter 112, Florida Statutes).
  - J. The City Manager, City Attorney, and City Clerk may have an ethical obligation to tell a City Commissioner “No” or recommend a different approach than the approach preferred by the individual City Commissioner. From the City Attorney’s perspective, I will always be prepared to explain the basis for my recommendation (although I may have a very good reason for not wanting to disclose the reason in a public meeting).
  - K. There is often a substantial difference of opinion among City Commission members about a City Commission decision and the City Manager, City Attorney, or City Clerk are doing their best to work with all parties to fashion the best City Commission decision.

- L. Placing the City Manager, City Attorney, City Clerk, Director, or employee in ethically challenging situations can adversely affect their effectiveness, morale and have unintended adverse ripple effects throughout the organization.