



AGENDA

CITY OF HAINES CITY, FLORIDA CITY COMMISSION MEETING

December 2, 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.

Pages

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. 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.

4.a	<u>City Attorney Invoice for the Billing Period Ending October 31, 2024</u> Request payment of City Attorney’s invoices for legal services and disbursements for the billing period ending October 31, 2024. Staff Contact: Fred Reilly, City Attorney	5
4.b	<u>Water Use Permit (WUP) Modification Agreement with CHA Consulting</u> Approve an engineering services agreement with CHA Consulting for modification to the City’s Water Use Permit (WUP). Staff Contact: Omar DeJesus, Finance Director, CPA	21
4.c	<u>Cemetery Deeds</u> Staff Contact: Sharon Lauther, City Clerk MMC	31
4.d	<u>Parks and Recreation Board Applications</u> Approve Bennie Jessie to the Parks and Recreation Advisory Board Staff Contact: Sharon Lauther, City Clerk MMC	39
4.e	<u>Meeting minutes to be approved</u>	45
5.	<u>NEW BUSINESS</u>	
5.a	<u>Ordinance No. 24-2092 – Voluntary Annexation of Tenold Holdings Properties & Involuntary Annexation for Other Properties along US Highway 27 North and South</u> Approve Ordinance No. 24-2092 for the Voluntary Annexation of Tenold Properties and Involuntary Annexation for Other Properties along US Highway 27 North and South. Staff contact: Richard Greenwood, Development Services Director	61
5.b	<u>Resolution No. 24-1845 Amending Resolution No. 24-1834 – Crosswinds East Phase 1 Final Plat</u> Approve a Resolution amending Resolution No. 24-1834 for Crosswinds East Phase 1 Final Plat. Staff Contact: Richard Greenwood, Development Services Director	87
5.c	<u>Resolution No. 24-1844 Infrastructure Agreement for Powerline Road Intersection Improvements</u> Approve the Infrastructure Agreement for Powerline Road Intersection Improvements. Staff Contact: Richard Greenwood, Development Services Director Fred Reilly, City Attorney	99
5.d	<u>Ordinance No. 24-2097 Fiscal Year 2024-2025 Budget Amendment #1</u> Amend the budget for fiscal year ending September 30, 2025 to carryover projects that were started or not completed in the prior fiscal year. Staff Contact: Omar DeJesus, Finance Director, CPA	125

5.e	<u>Amendment No. 2 to State Revolving Fund (SRF) Loan Agreement WW530470</u>	133
	Request approval of Amendment 2 to SRF Loan Agreement WW530470.	

Staff Contact: Omar DeJesus, CPA, Finance Director

5.f	<u>Red Light Camera Summary Report</u>	141
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Florida Statute §316.0083 requires counties and cities operating red light cameras to report program outcomes to their governing body annually at a regular or special meeting, allowing for public comment. This report must include the number of violations issued, contested, upheld, dismissed, and paid; the number of Uniform Traffic Citations issued; and a detailed financial breakdown of how collected funds were distributed. The Haines City Police Department, in partnership with its red-light camera vendor, has prepared this report covering the period from July 1, 2023, to June 30, 2024, to meet statutory requirements, ensure transparency, and highlight the program's role in improving road safety.

Staff Contact: Gregory L. Goreck, Chief of Police

5.g	<u>MLK Discussion</u>	
	Staff Contact: James Elensky, City Manager	

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



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: December 2, 2024
Subject: City Attorney Invoice for the Billing Period Ending October 31, 2024

Executive Summary

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

Staff Contact: Fred Reilly, City Attorney

Introduction

The intent of this item is to request payment of City Attorney's invoices for legal services and disbursements for the billing period ending October 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 October 31, 2024.

Payment is being requested in the amount of \$18,457.50.

Organizational Goal(s)

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

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 2024/25.



HAINES CITY

THE HEART OF FLORIDA

Recommendation

Approve payment to the City Attorney for legal services and disbursements for the billing period ending October 31, 2024 in the amount of \$18,457.50.

REILLY INTERNATIONAL LAW FIRM, P.A.

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

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

fredreilly@attorney-solicitor.com

Andrew R. Reilly – (1930 – 2021).

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

November 13, 2024

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

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

Dear Mr. Elensky,

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

A. City of Haines City General	\$16,468.00
B. COHC Litigation	\$ 1,123.50
C. CRA	\$ 866.00
TOTAL	\$18,457.50

2024-2025 BUDGET COMPILATION

2024-2025 Budget for legal fees and expenses	\$225,000.00	100%
Total legal fees and expenses YTD		
(For time period Oct. 2024 – September 2025)	\$ 18,457.50	8%

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

Very truly yours,

Fred Reilly

Fred Reilly

Invoice

Bill to:

City of Haines City - General

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

Invoice #:	0000178
Date:	11/12/2024
Amount due:	16468.00
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	10/1/2024, General, City Commission meeting: Participated in City Commission meeting at City Hall;	2.42	200.00	484.00
Time log	10/1/2024, General, Correspondence: Telecom from Ted Adkins re: review of Comparison of Original and Draft Infrastructure Agreements; Drafted email to City staff re: review of Comparison and next steps;	0.23	200.00	46.00
Time log	10/1/2024, General, Correspondence: Reviewed email from Bobbie Henley re: Bond information for Hamilton Bluffs; Reviewed Section 13.5.5 of the Land Development Regulations; Drafted email to Richard Greenwood, Ted Adkiins, and April Brown re: interpretation of Section 13.5.5;	0.40	200.00	80.00
Time log	10/1/2024, General, Reviewed document(s): Reviewed email from Commissioner Morris West re: Polk and Manatee Ordinances related to smoking and vaping in park areas; Telecom to Morris West;	0.42	200.00	84.00
Time log	10/1/2024, General, Reviewed document(s): Reviewed Agenda Items in preparation for City Commission meeting and Attorney Report comments;	0.42	200.00	84.00
Time log	10/2/2024, General, Correspondence: Reviewed email from Attorney Patrice Scott re: meeting;	0.03	200.00	6.00
Time log	10/2/2024, General, Correspondence: Reviewed email from Omar DeJesus re: merit increases for City Manager and City Clerk;	0.05	200.00	10.00
Time log	10/2/2024, General, Correspondence: Reviewed email from Attorney Travis Hearne re: Voluntary Annexation Agreement; Drafted reply email;	0.10	200.00	20.00
Time log	10/2/2024, General, Drafted document(s): Reviewed email from Loyd Stewart and text changes to Alcohol Ordinance; Highlighted recommended revisions to text changes; Telecom to Ted Adkins re: text changes and discussed application of Section 13.5.5 of the Land Development Regulations; Drafted email to Richard Greenwood, Ted Adkins and April Brown re: application of Section 13.5.5;	3.13	200.00	626.00
Time log	10/2/2024, General, Drafted document(s): Drafted Ordinance concerning no smoking in City Parks;	1.17	200.00	234.00
Time log	10/2/2024, General, Telecom: Telecom from Commissioner Kim Downing;	0.65	200.00	130.00
Time log	10/3/2024, General, Drafted document(s): Two (2) telecons to Ted Adkins re: draft Food Truck Ordinance; Drafted revisions to Food Truck Ordinance; Drafted two (2) emails to City staff re: draft Food Truck Ordinance and comments concerning issues raised by Steve Shifley;	4.28	200.00	856.00

Item	Description	Qty	Unit cost	Price
Time log	10/3/2024, General, Telecom: Reviewed email from Omar DeJesus re: employee compensation issues; Telecom from Omar DeJesus re: employee compensation issues and preparation of Agenda Item;	0.27	200.00	54.00
Time log	10/3/2024, General, Telecom: Telecoms from Rennie Heath and to Ted Adkins re: surety bond issue;	0.12	200.00	24.00
Time log	10/4/2024, General, Correspondence: Reviewed email from Pete Chichetto re: subdivision surety bond; Telecoms from/to Pete Chichetto; Telecom to April Brown re: subdivision surety bond; Telecom to Caren Bone at Polk County School Board General Counsel's office; Drafted email to Caren Bone re: Resolution needed from School Board;	0.72	200.00	144.00
Time log	10/4/2024, General, Correspondence: Reviewed email from Attorney Mark Mangen re: recorded final plat and Quit Claim Deed for lift station for Scenic Terrace North; Drafted email to James Keene; Drafted reply email to Mark Mangen;	0.20	200.00	40.00
Time log	10/4/2024, General, Correspondence: Reviewed email from Omar DeJesus and Greg Goreck re: Flock Safety;	0.10	200.00	20.00
Time log	10/4/2024, General, Correspondence: Reviewed email from Amy Hembree re: Third Amended Petition to Establish White Clay; Drafted Agenda Item; Drafted email to Amy Hembree re: Agenda Item; Telecoms to/from Sharon Lauther re: hearing dates;	0.75	200.00	150.00
Time log	10/4/2024, General, Drafted document(s): Drafted Agenda Item and Resolution for Scenic Terrace North lift station Quit Claim Deed;	0.92	200.00	184.00
Time log	10/4/2024, General, Reviewed document(s): Reviewed email from Steve Shifley re: Food Truck Ordinance; Drafted revisions to Food Truck Ordinance;	0.13	200.00	26.00
Time log	10/4/2024, General, Reviewed document(s): Reviewed email from Erica Sanchez and letter from State Attorney Brian Haas re: status of case; Drafted email to Greg Goreck, Jay Hopwood and Gabriel Garcia re: status of case;	0.23	200.00	46.00
Time log	10/4/2024, General, Telecom: Telecom from Amy Hembree re: coordination for Amendment to White Clay Community Development District;	0.07	200.00	14.00
Time log	10/4/2024, General, Telecom: Telecom from Attorney Mark Lawson re: title policy and outstanding liens; Also discussed prospective Quit Claim Deed;	0.25	200.00	50.00
Time log	10/6/2024, General, Drafted document(s): Drafted Agenda Item and Resolution re: Hurricane Milton state of emergency; Drafted Agenda Item and Resolution re: Hurricane Milton clean-up/FEMA reimbursement; Drafted email to City staff re: review of draft documents;	1.75	200.00	350.00
Time log	10/6/2024, General, Telecom: Conference call from James Elensky, Loyd Stewart, Rick Sloan, James Keene and Terrell Griffin re: Hurricane Milton;	0.93	200.00	186.00
Time log	10/7/2024, General, Correspondence: Reviewed email from Caren Bone at School Board re: Massee Road ROW;	0.03	200.00	6.00
Time log	10/7/2024, General, Reviewed document(s): Reviewed Agenda Item for Large Scale Land Use Amendment for RWS Ranch Property;	0.23	200.00	46.00
Time log	10/7/2024, General, Telecom: Telecoms from/to Sharon Lauther re: employee issue;	0.25	200.00	50.00
Time log	10/8/2024, General, Reviewed document(s): Reviewed Agenda Item for Park Place Retail Final Plat; Reviewed Agenda Item for Straughn Trout Additional Services Proposal Amendment; Reviewed Agenda Item for Land Development Regulations Text Amendment; Reviewed Agenda Item for Fiscal Sustainability Plan for State Revolving Fund Loan Agreement;	0.75	200.00	150.00
Time log	10/8/2024, General, Reviewed document(s): Reviewed email from County Attorney Randy Mink and Polk County Emergency Declaration No. 24-01; Telecom from Margie Wells re: Agenda Items and clarification about Clean-up Resolution; Drafted email to City Commissioners and City staff re: Emergency Declaration No. 24-01;	0.32	200.00	64.00

Item	Description	Qty	Unit cost	Price
Time log	10/8/2024, General, Reviewed document(s): Reviewed Agenda Item for Amendment No. 4 to State Revolving Fund Loan Agreement (WW ending in 60); Reviewed Agend Item for Amendment No. 1 to Grant Agreement for LPA299;	0.43	200.00	86.00
Time log	10/8/2024, General, Telecom: Telecom from Sharon Lauther re: emergency Resolutions;	0.10	200.00	20.00
Time log	10/9/2024, General, Drafted document(s): Telecom from Loyd Stewart re: Emergency Declaration for clean-up; Reviewed Sections 870.041 - 870.048, Florida Statutes re: state of emergency; Reviewed Section 2-21 of City Code; Drafted Local State of Emergency Declaration; Telecom to Loyd Stewart; Drafted email to City staff and Mayor Arroyo re: Local State of Emergency Declaration;	1.80	200.00	360.00
Time log	10/9/2024, General, Drafted document(s): Drafted revisions to Emergency Ordinance; Reviewed Section 5.02 of the City Charter; Reviewed Section 252.38, Florida Statutes; Two (2) telecoms from/to Loyd Stewart; Drafted email to City staff re: review of draft Emergency Ordinance;	1.12	200.00	224.00
Time log	10/11/2024, General, Telecom: Telecom from Sharon Lauther re: Workshop and Food Truck Ordinance;	0.03	200.00	6.00
Time log	10/14/2024, General, Correspondence: Reviewed emails fm Lucia Gonzalez, Sharon Lauther and Megan Passon re: public records request; Drafted reply email to Megan Passon;	0.23	200.00	46.00
Time log	10/14/2024, General, Correspondence: Reviewed email from County Attorney Randy Mink re: Declaration Extending State of Emergency; Drafted email to City staff re: Polk County Declaration;	0.17	200.00	34.00
Time log	10/14/2024, General, Reviewed document(s): Reviewed the Agenda for Workshop and City Commission Meetings;	0.33	200.00	66.00
Time log	10/14/2024, General, Reviewed document(s): Reviewed Section 13.5.5 of Land Development Regulations re: surety bond for final plat; Telecom to Ted Adkins re: application of Section 13.5.5;	0.28	200.00	56.00
Time log	10/14/2024, General, Telecom: Telecom to Cyndi Jantomaso re: amendment to Economic Development Council agreement;	0.30	200.00	60.00
Time log	10/14/2024, General, Telecom: Telecom from Margie Wells re: EDC amendment and Agenda Items;	0.15	200.00	30.00
Time log	10/14/2024, General, Telecom: Telecom from Sharon Lauther re: draft Food Truck Ordinance; Drafted email to Sharon Lauther re: draft Ordinance;	0.20	200.00	40.00
Time log	10/14/2024, General, Telecom: Telecom to Ted Adkins re: Community Development District bond; Telecom to Rennie Heath re: CDD bond;	0.20	200.00	40.00
Time log	10/14/2024, General, Telecom: Telecom to Dr. Charles Anderson re: funding for affordable housing project;	0.20	200.00	40.00
Time log	10/15/2024, General, Conference: Conference call with James Keene, April Brown, Richard Greenwood, Ted Adkins, Attorney Patrice Scott, engineer, and owner re: easement and engineering plan for Langston Avenue property;	0.60	200.00	120.00
Time log	10/15/2024, General, Correspondence: Reviewed email from Attorney Katrin Marquez re: Food Truck Ordinance; Telecom to Katrin Marquez; Drafted email to Katrin Marquez and Attorney Erica Smith re: draft Ordinance;	0.42	200.00	84.00
Time log	10/15/2024, General, Correspondence: Drafted email to Cyndi Jantomaso re: draft Second Amendment to Agreement for Services for Haines City EDC;	0.13	200.00	26.00
Time log	10/15/2024, General, Correspondence: Reviewed email from Ted Adkins re: text changes related to streets connecting commercial and residential subdivisions;	0.10	200.00	20.00
Time log	10/15/2024, General, Correspondence: Reviewed email from Attorney Patrice Scott re: engineer's contact information;	0.02	200.00	4.00
Time log	10/15/2024, General, Correspondence: Reviewed emails from Mayor Omar Arroyo and Jeffrey Doxsee re: Balmoral mail service; Telecom to Mayor Arroyo;	0.37	200.00	74.00
Time log	10/15/2024, General, Correspondence: Prepared draft email for review by Mayor Omar Arroyo and James Elensky re: Balmoral postal service arrangements;	0.18	200.00	36.00

Item	Description	Qty	Unit cost	Price
Time log	10/15/2024, General, Drafted document(s): Drafted Second Amendment to Agreement for Services concerning the Haines City Economic Development Council;	0.47	200.00	94.00
Time log	10/15/2024, General, Reviewed document(s): Reviewed email from Sharon Lauther and draft Resolution for Public Records Policy;	0.23	200.00	46.00
Time log	10/15/2024, General, Reviewed document(s): Preparation for presentation on Food Trucks at Workshop meeting;	1.00	200.00	200.00
Time log	10/15/2024, General, Telecom: Telecom to April Brown and Ted Adkins re: meeting with developer on Langston Avenue properties;	0.07	200.00	14.00
Time log	10/15/2024, General, Telecom: Telecom from Rick Sloan re: administration issue and CRA procedures;	0.13	200.00	26.00
Time log	10/15/2024, General, Telecom: Telecom from Ted Adkins re: Planning Commission approval;	0.13	200.00	26.00
Time log	10/16/2024, General, Correspondence: Reviewed Florida Commission on Ethics Complaint Form; Drafted email to Rick Sloan;	0.15	200.00	30.00
Time log	10/16/2024, General, Correspondence: Drafted revisions to email to Rennie Heath re: application of Section 13.5.5 of Land Development Regulations concerning surety bonds and CDD bonds for final plat approval;	0.53	200.00	106.00
Time log	10/16/2024, General, Correspondence: Reviewed emails from James Elensky and Merissa Green re: FEMA resources;	0.00	200.00	0.00
Time log	10/16/2024, General, Correspondence: Reviewed email from Laurie LaFavor and Invoices from Attorney Michael Sznajstajler re: environmental counsel;	0.05	200.00	10.00
Time log	10/16/2024, General, Reviewed document(s): Reviewed email from April Brown re: Crosswinds East Phase 1 Final Plat; Reviewed draft language for Additional Conditions and drafted revisions; Telecoms from/to April Brown re: revisions; Telecom from James Keene re: review of Additional Conditions; Reviewed Section 13.5.5 of Land Development Regulations;	0.70	200.00	140.00
Time log	10/16/2024, General, Reviewed document(s): Reviewed email from April Brown and Agenda Item for Crosswinds East Phase 1 Final Plat;	0.20	200.00	40.00
Time log	10/16/2024, General, Reviewed document(s): Reviewed email from Omar DeJesus and Greg Goreck re: Flock Piggyback Contract and Order Form;	0.10	200.00	20.00
Time log	10/16/2024, General, Telecom: Telecom to Rick Sloan;	0.20	200.00	40.00
Time log	10/17/2024, General, City Commission meeting: Participated in City Commission Workshop and Meeting at City Hall;	4.00	200.00	800.00
Time log	10/17/2024, General, Correspondence: Reviewed email from Andrea Henley-Pratt re: Big Lots, Inc. utility statements; Began drafting email to representatives of Big Lots, Inc.;	0.83	200.00	166.00
Time log	10/17/2024, General, Telecom: Telecom to James Elensky;	0.58	200.00	116.00
Time log	10/17/2024, General, Telecom: Two (2) telecoms to Mayor Omar Arroyo re: Agenda Items and Workshop items;	0.70	200.00	140.00
Time log	10/17/2024, General, Telecom: Two (2) telecoms to James Elensky re: Agenda Items;	0.07	200.00	14.00
Time log	10/18/2024, General, Reviewed document(s): Began research on City's obligation to expend funds for the defense of City Commissioners concerning reimbursement for legal fees; Reviewed Florida Attorney General Opinion No. 91-58 (Attorney's fees, reimbursement for council member) and Section 112.08, Florida Statutes re: group insurance for public officers;	1.00	200.00	200.00
Time log	10/18/2024, General, Telecom: Telecom from Sharon Lauther re: Planning Commission meeting;	0.10	200.00	20.00
Time log	10/18/2024, General, Telecom: Telecom from Attorney Mark Lawson re: City of Haines City Releases of Liens;	0.15	200.00	30.00
Time log	10/18/2024, General, Telecom: Telecom from Attorney Richard Straughn re: Scenic Terrace project and FDOT improvements;	0.23	200.00	46.00

Item	Description	Qty	Unit cost	Price
Time log	10/21/2024, General, Correspondence: Telecom from Brandon Smith at Public School Development Solutions, LLC concerning Notice of Commencement and ROW dedication; Drafted email to James Keene re: Notice of Commencement and ROW donation;	0.20	200.00	40.00
Time log	10/21/2024, General, Correspondence: Reviewed email from Attorney Michael Sznajstajler re: Brownfield Site Rehabilitation Agreement for Downtown Site; Reviewed status of RES Proposal; Telecom to Sharon Lauther;	0.47	200.00	94.00
Time log	10/21/2024, General, Drafted document(s): Reviewed Florida Attorney General Opinion No. 2013-15 (Municipalities; Attorney's Fees); Telecom to Paul Dawson re: Preferred insurance coverage and limitations; Drafting Memorandum on attorney's fees for defense of City Commissioners; Reviewed Florida Attorney General Opinions re: reimbursement for individual actions not made for a public purpose;	2.43	200.00	486.00
Time log	10/21/2024, General, Reviewed document(s): Reviewed Informal Attorney General Opinion (2017) re: public official reimbursement of attorney fees; Reviewed Section 111.07, Florida Statutes (Defense of civil actions against public officers);	0.47	200.00	94.00
Time log	10/21/2024, General, Reviewed document(s): Reviewed provisions of Chapter 19 of Land Development Regulations related to the authority and actions of the Planning Commission;	0.17	200.00	34.00
Time log	10/21/2024, General, Telecom: Telecom from Sharon Lauther re: RES Proposal; Also discussed Town Hall meeting and Planning Commission action with due process implications;	0.37	200.00	74.00
Time log	10/21/2024, General, Telecom: Telecom from James Elensky;	0.20	200.00	40.00
Time log	10/21/2024, General, Telecom: Telecom to James Keene re: Scenic Terrace ROW and FDOT intersection issues; Also discussed bond requirements and post-approval condition of Final Plat Resolution;	0.48	200.00	96.00
Time log	10/22/2024, General, Drafted document(s): Reviewed email from Paul Dawson at Preferred concerning City's insurance coverage; Drafted revisions to Memorandum on City's obligation for payment/reimbursement of Attorney's Fees for City Commissioners (public officials); Drafted email to City Commissioners;	0.78	200.00	156.00
Time log	10/22/2024, General, Drafted document(s): Reviewed two (2) emails from James Keene re: Driveway Connection Permit for SR 17 Scenic Highway from Floyd Road to Hughes Road (Scenic Terrace North); Drafted email to James Keene re: review of Permit Conditions and comments; Telecom from James Keene re: drainage issue related to HOA disclosure;	1.88	200.00	376.00
Time log	10/22/2024, General, Drafted document(s): Drafting Memorandum on CRA Board authority and powers; Reviewed Section 163.357 (Governing body as the community redevelopment agency), Section 163.358 (Exercise of powers in carrying out community redevelopment and related activities), and Section 163.400 (Cooperation by public bodies), Florida Statutes;	1.23	200.00	246.00
Time log	10/22/2024, General, Reviewed document(s): Reviewed email from April Brown re: donation bin for Circle K site; Reviewed Section 5.6.13(23)(f) and Section 20.2.2 of the Land Development Regulations; Reviewed land owner's explanation of Second Amendment considerations; Reviewed Florida Statutes re: donation bins; Telecom to April Brown re: Site Plan and application of existing standards related to outdoor storage; Also discussed Planning Commission question with April Brown;	1.20	200.00	240.00
Time log	10/22/2024, General, Telecom: Telecom to James Elensky re: Memorandum on City's obligation to pay/reimburse attorney's fees to public officials;	0.10	200.00	20.00
Time log	10/22/2024, General, Telecom: Telecom from Attorney Richard Straughn and Rennie Heath re: Scenic Terrace and FDOT Driveway Connection Permit;	0.43	200.00	86.00

Item	Description	Qty	Unit cost	Price
Time log	10/22/2024, General, Telecom: Telecom from James Keene re: Scenic Terrace North project and FDOT permit;	0.27	200.00	54.00
Time log	10/23/2024, General, Correspondence: Two (2) telecoms from/to Sharon Lauther re: applicattion of Section 784.048, Florida Statutes; Drafted email to Sharon Lauther;	0.42	200.00	84.00
Time log	10/23/2024, General, Correspondence: Reviewed email from Attorney Travis Hearne and final version of Voluntary Annexation Agreement; Drafted email to Travis Hearne re: executon of final version of document; Telecom to Sharon Lauther; Telecom from Sharon Lauther;	0.28	200.00	56.00
Time log	10/23/2024, General, Correspondence: Reviewed two (2) emails from April Brown and email from Pete Chichetto re: bond for Charles Cove project;	0.10	200.00	20.00
Time log	10/23/2024, General, Correspondence: Telecom from Margie Wells re: Agenda Items and Haines City EDC Amendment; Reviewed email from Attorney Tim Campbell and email from April Brown re: Infrastructure Agreement; Drafted email to City staff re: draft Infrastructure Agreement;	0.27	200.00	54.00
Time log	10/23/2024, General, Drafted document(s): Revised Agenda Item and Resolution; Drafted email to City staff re: Agenda Item, Resolution, Final Plat and Quit Claim Deed;	0.52	200.00	104.00
Time log	10/23/2024, General, Drafted document(s): Reviewed two (2) emails from Amy Hembree re: Third Amended Petition and revised Ordinance; Revised Agenda Item; Drafted email to City staff re: Agenda Item and documents;	0.38	200.00	76.00
Time log	10/23/2024, General, Drafted document(s): Reviewed email from Cyndi Jantomaso and email from James Elensky; Drafted Agenda Item for Second Amendment to EDC Agreement; Revised Second Amendment; Drafted email to City staff re: Agenda Item;	0.53	200.00	106.00
Time log	10/23/2024, General, Reviewed document(s): Reviewed email from James Keene; Drafted revisions to email to James Keene re: Scenic Terrace North and FDOT Driveway Connection Permit;	0.60	200.00	120.00
Time log	10/23/2024, General, Reviewed document(s): Reviewed Agenda Item re: LDR Text Amendments; Reviewed Agenda Item for Amendments to the City's Code of Ordinances; Reviewed Agenda Item for Large Scale Land Use Amendment for RWS Ranch Property;	0.35	200.00	70.00
Time log	10/23/2024, General, Telecom: Telecom from Sharon Lauther re: application of Section 784.048, Florida Statutes;	0.12	200.00	24.00
Time log	10/23/2024, General, Telecom: Telecom from Commissioner Anne Huffman;	0.83	200.00	166.00
Time log	10/23/2024, General, Telecom: Telecom from James Elensky;	0.68	200.00	136.00
Time log	10/24/2024, General, Correspondence: Reviewed emails from Sharon Lauther and Edwin Perez re: social media usage;	0.07	200.00	14.00
Time log	10/24/2024, General, Correspondence: Reviewed Agenda Item for Second Amendment to Agreement for Services for Haines City Economic Development Council; Reviewed Agenda Item for White Clay Community Development District; Reviewed Agenda Item for Accepting Quit Claim Deed Concerning Scenic Terrace North Lift Station;	0.25	200.00	50.00
Time log	10/24/2024, General, Correspondence: Drafted email to James Keene and Margie Wells re: RES Proposal and Agenda Item;	0.20	200.00	40.00
Time log	10/24/2024, General, Reviewed document(s): Reviewed three (3) emails from James Keene, Rennie Heath, and Ben Dunn re: Crosswinds East project roadway improvements and Technical Memorandum;	0.33	200.00	66.00
Time log	10/24/2024, General, Reviewed document(s): Reviewed email from James Keene and Real Estate Purchase and Sale Agreement with City of Davenport for lot to be used in conjunction with PRWC line;	0.78	200.00	156.00
Time log	10/24/2024, General, Telecom: Telecom from James Keene re: use of private emails by City Board members and City's current policy for email accounts; Also discussed Crosswinds East issue related to roadway infrastructure;	0.43	200.00	86.00
Time log	10/24/2024, General, Telecom: Telecom from James Elensky;	1.30	200.00	260.00

Item	Description	Qty	Unit cost	Price
Time log	10/24/2024, General, Telecom: Telecom from James Keene re: Crosswinds East project, Scenic Terrace North project and Real Estate Purchase and Sale Agreement with City of Davenport;	0.57	200.00	114.00
Time log	10/24/2024, General, Telecom: Telecom from Rennie Heath re: Scenic Terrace North project;	0.13	200.00	26.00
Time log	10/25/2024, General, Drafted document(s): Reviewed email from Omar DeJesus re: Ordinance reallocation capital projects; Drafted revisions to Ordinance; Drafted email to Omar DeJesus; Telecom from Omar DeJesus re: clarification;	0.73	200.00	146.00
Time log	10/25/2024, General, Drafted document(s): Telecoms to James Keene and April Brown re: Appendix A - Administration and Procedures Manual and clarifications; Drafted Ordinance re: dental amalgam; Reviewed past Ordinances related to pretreatment requirements for dental amalgam and FDEP rule;	2.08	200.00	416.00
Time log	10/25/2024, General, Reviewed document(s): Reviewed email from Omar DeJesus re: application of Section 166.241 (Fiscal years, budgets, budget amendments), Florida Statutes; Telecom to Omar DeJesus re: Ordinance for budget allocation; Also discussed RES proposal;	0.47	200.00	94.00
Time log	10/25/2024, General, Telecom: Telecom from Chandra Hall re: pending cases;	0.15	200.00	30.00
Time log	10/25/2024, General, Telecom: Telecom from Attorney Travis Hearne re: notary on Voluntary Annexation Agreement;	0.03	200.00	6.00
Time log	10/25/2024, General, Telecom: Telecom from James Keene re: code provision related to amalgam fillings; Also discussed Scenic Terrace North project;	0.17	200.00	34.00
Time log	10/25/2024, General, Telecom: Telecom from Attorney Mark Lawson re: City of Haines City Partial Release and title policy;	0.10	200.00	20.00
Time log	10/28/2024, General, Correspondence: Reviewed email from Attorney Travis Hearne re: Voluntary Annexation Agreement; Drafted reply email;	0.15	200.00	30.00
Time log	10/28/2024, General, Drafted document(s): Drafting Development Agreement re: Cassidy project and roadway improvements that may be funded by State/Polk County;	0.75	200.00	150.00
Time log	10/28/2024, General, Drafted document(s): Drafted revisions to FDOT document concerning Scenic Terrace North and draft email from James Keene to Developer concerning issuance of Certificate of Occupancy;	1.53	200.00	306.00
Time log	10/28/2024, General, Drafted document(s): Drafting provisions for the Development Agreement concerning Crosswinds East project and Intersection Improvements;	1.07	200.00	214.00
Time log	10/28/2024, General, Reviewed document(s): Two (2) telecoms from/to Vickie Ramsier re: Duke Energy and DN Higgins re: Lift Station No. 4 Replacement project; Reviewed email and documentation provided by Vickie Ramsier re: ongoing dispute with DN Higgins;	0.53	200.00	106.00
Time log	10/28/2024, General, Reviewed document(s): Two (2) telecoms from/to Lynne Garvin re: Affidavits from Ronald McCall and Pamela McCall; Reviewed file and online records; Drafted email to Lynne Garvin;	0.27	200.00	54.00
Time log	10/28/2024, General, Telecom: Telecom from James Keene re: Scenic Terrace North and FDOT intersection permit; Also discussed Development Agreement for Crosswinds East project;	0.42	200.00	84.00
Time log	10/28/2024, General, Telecom: Telecom from Rennie Heath re: Development Agreement for Crosswinds East;	0.07	200.00	14.00
Time log	10/28/2024, General, Telecom: Telecom from Vice-Mayor Morris West;	0.33	200.00	66.00
Time log	10/29/2024, General, Drafted document(s): Drafted Infrastructure Agreement for Power Line Road Intersection Improvements; Drafted email to James Keene; Telecom to James Keene re: draft document for review;	3.43	200.00	686.00
Time log	10/29/2024, General, Reviewed document(s): Reviewed email from James Keene and revisions to Infrastructure Agreement for Power Line Road Intersection Improvements; Telecom from James Keene re: Phases of project approved to date;	0.23	200.00	46.00

Item	Description	Qty	Unit cost	Price
Time log	10/29/2024, General, Telecom: Telecom from Attorney Michael Sznajstajler re: RES proposal and status of testing at Oakland site;	0.30	200.00	60.00
Time log	10/29/2024, General, Telecom: Telecom from James Elensky;	1.13	200.00	226.00
Time log	10/30/2024, General, Correspondence: Reviewed email from Bilynda Chandler re: Partial Release from City of Winter Haven;	0.02	200.00	4.00
Time log	10/30/2024, General, Drafted document(s): Began drafting presentation to Commissioners;	0.50	200.00	100.00
Time log	10/30/2024, General, Drafted document(s): Reviewed email from James Keene and comments to the Intersection Improvements Agreement; Drafted revisions to the Intersection Improvements Agreement; Drafted email to James Keene;	2.22	200.00	444.00
Time log	10/30/2024, General, Reviewed document(s): Reviewed Agendas for City Commission and CRA Workshop Meetings;	0.30	200.00	60.00
Time log	10/30/2024, General, Reviewed document(s): Reviewed Rule 4-1.13 of the Florida Bar Rules re: representation of the organization;	0.50	200.00	100.00
Time log	10/30/2024, General, Telecom: Telecom to Sharon Lauther re: RES proposal and two (2) Donation Agreements;	0.17	200.00	34.00
Time log	10/31/2024, General, Correspondence: Drafted email to City Commissioners re: application of Rule 4-1.13 of Rules Regulating the Florida Bar;	1.45	200.00	290.00
Time log	10/31/2024, General, Correspondence: Reviewed email from Maya Levy re: hearing on Motion for Return of Property; Reviewed Motion and City's Response to Motion; Telecom to Greg Goreck re: hearing; Drafted email to Greg Goreck, Jay Hopwood, and Gabriel Garcia;	0.83	200.00	166.00
Time log	10/31/2024, General, Reviewed document(s): Research on ethical issue;	0.47	200.00	94.00
Time log	10/31/2024, General, Telecom: Telecom from employee re: confidential issue;	0.25	200.00	50.00
Time log	10/31/2024, General, Telecom: Telecom from James Elensky;	1.57	200.00	314.00
			Total:	16468.00

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

Invoice #:	0000177
Date:	11/12/2024
Amount due:	1123.50
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	10/2/2024, Lopez, Reviewed document(s): Reviewed email from Court Administrator and Discovery Certificate of Non-Objection;	0.08	210.00	16.80
Time log	10/2/2024, State v. Jonathan Levi, Reviewed document(s): Reviewed email from Court Administrator and Notice of Hearing;	0.08	210.00	16.80
Time log	10/4/2024, Lopez, Reviewed document(s): Reviewed email from Court Administrator and Defendant's Supplemental Request to Produce;	0.08	210.00	16.80
Time log	10/8/2024, Charles R Walter Claim, Reviewed document(s): Reviewed email from Court Administrator and Order of Dismissal;	0.08	210.00	16.80
Time log	10/9/2024, Arias v. COHC, Reviewed document(s): Reviewed email from Attorney Anna Scott, letter and Notice of Voluntary Dismissal With Prejudice; Drafted email to Anna Scott;	0.13	210.00	27.30
Time log	10/9/2024, Sherpa v. City of Haines City, Reviewed document (s): Reviewed email and letter from Attorney Anna Scott; Reviewed Notice For Trial;	0.10	210.00	21.00
Time log	10/9/2024, Zapata/Patterson Groves, Reviewed document(s): Reviewed email from Erica Sanchez and Complaint, Summons, Reviewed documents previously filed but not served upon Haines City; Drafted email to Attorney Michael Roper re: Summons and Complaint;	0.50	210.00	105.00
Time log	10/14/2024, Arias v. COHC, Correspondence: Reviewed email from Attorney Anna Scott;	0.00	210.00	0.00
Time log	10/14/2024, JW Logistics v. COHC Appeal, Reviewed document(s): Reviewed email from Court Administrator and Appellant's Third Motion for Extension of Time to File Initial Brief;	0.12	210.00	25.20
Time log	10/14/2024, Lopez, Reviewed document(s): Reviewed email from Court Administrator and Notice of Service of Interrogatories;	0.07	210.00	14.70
Time log	10/14/2024, Zapata/Patterson Groves, Reviewed document (s): Reviewed emails from Attorney Michael Roper and Attorney David Belford re: status of the case;	0.17	210.00	35.70
Time log	10/15/2024, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: tasks to be completed concerning issuance of title policy;	0.25	210.00	52.50

Item	Description	Qty	Unit cost	Price
Time log	10/16/2024, Big Lots Bankruptcy Case, Reviewed document (s) : Three (3) telecoms from/to Andrea Henley-Pratt and Omar DeJesus re: Big Lots and Interim Order (I) Prohibiting Utilities From Altering, Refusing, or Discontinuing Service, (II) Deeming Utilities Adequately Assured Of Future Performance, and (III) Establishing Procedures For Determining Requests For Additional Adequate Assurance; Reviewed Interim Order;	1.67	210.00	350.70
Time log	10/16/2024, Seattle Bank v. Estate of Margie S. Blackwelder, Drafted document(s): Reviewed Verified Complaint for Foreclosure of Mortgage; Drafted Answer to Complaint; Filed Answer through E-Filing Portal;	1.25	210.00	262.50
Time log	10/16/2024, Bowen TV/McCall, Correspondence: Drafted email to Attorney Seth Claytor and Tanya Ayers re: City of Winter Haven Partial Release;	0.13	210.00	27.30
Time log	10/21/2024, Holmes v. COHC, Reviewed document(s): Reviewed letter concerning preservation of evidence and letter concerning notice of claim; Telecom to Attorney Larry Parks assistant;	0.17	210.00	35.70
Time log	10/24/2024, Bowen TV/McCall, Correspondence: Reviewed email from Tanya Ayers at City of Winter Haven re: recorded Partial Release of Lien; Drafted reply email to Tanya Ayers and Attorney Seth Claytor;	0.10	210.00	21.00
Time log	10/29/2024, Mohit v. COHC 6th DCA Appeal 2024, Reviewed document(s): Reviewed Order from Sixth District Court of Appeal and email from Court Administrator;	0.10	210.00	21.00
Time log	10/29/2024, State v. Jonathan Levi, Reviewed document(s): Reviewed email from Court Administrator and Order Dismissing Defendant's Motion;	0.10	210.00	21.00
Time log	10/31/2024, State v. Jonathan Levi, Reviewed document(s): Reviewed email from Court Administrator and Written Plea, Notice of Discovery and Request for a Bill of Particulars, and Motion for Production of Favorable Evidence;	0.17	210.00	35.70
			Total:	1123.50

Here goes text below the list of items.

Invoice

Bill to:

CRA

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

Invoice #:	0000176
Date:	11/12/2024
Amount due:	866.00
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	10/1/2024, General, Meeting : Participated in CRA meeting at City Hall;	1.00	200.00	200.00
Time log	10/16/2024, General, Telecom : Telecom from Rick Sloan re: CRA;	0.12	200.00	24.00
Time log	10/18/2024, General, Correspondence: Reviewed email from Commissioner Anne Huffman re: CRA Board;	0.05	200.00	10.00
Time log	10/23/2024, General, Drafted document(s) : Drafted additional provisions related to Memorandum on CRA Board powers and authority; Telecom to Rick Sloan re: clarification; Drafted email to CRA Board members re: Memorandum;	1.30	200.00	260.00
Time log	10/24/2024, General, Drafted document(s) : Began drafting list of CRA issues and solutions for discussion with City staff;	0.83	200.00	166.00
Time log	10/24/2024, General, Telecom : Telecom from Rick Sloan re: CRA Board powers and authority;	0.53	200.00	106.00
Time log	10/29/2024, General, Correspondence: Two (2) telecoms from/to Rick Sloan re: CRA Agenda Item; Drafted email to Sharon Lauther re: clarification about CRA Agenda Item;	0.45	200.00	90.00
Time log	10/29/2024, General, Correspondence: Reviewed email from Rick Sloan re: CRA extension presentation;	0.05	200.00	10.00
Total:				866.00

Here goes text below the list of items.



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: James Keene, Public Services Administrator

Date: December 2, 2024

Subject: Water Use Permit (WUP) Modification Agreement with CHA Consulting

Executive Summary

Approve an engineering services agreement with CHA Consulting for modification to the City's Water Use Permit (WUP).

Introduction

The intent of this item is to request City Commission approval of an engineering services agreement with CHA Consulting for WUP Modification Support services.

Background

The City operates its water supply system under WUP No. 20008522, issued by the Southwest Florida Water Management District (SWFWMD). The City must comply with conditions of the WUP in order to operate its water supply through 2031.

The WUP Modification Support agreement, with CHA Consulting, provides hydrogeological modeling, compliance support and final permitting for the City's Water Use Permit issued by SWFWMD.

Organizational Goal(s)

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

Budget Impact

The budget impact \$306,714 and is not a fully budgeted project. An internal budget transfer in the amount of \$300,000 will be issued to fund GL# 401-10-53-3-3-31-10.



Recommendation

Staff recommends approval of an engineering services agreement with CHA Consulting for WUP Modification Support services..

City of Haines City
Scope of Services
for
Water Use Permit 20008522-13 Modification Support

November 2024

Owner: City of Haines City (City)

Consultant: CHA, Inc. (CHA)

CHA, Inc., (CHA) is pleased to provide the City with this proposal to provide hydrogeological modeling, compliance support and final permitting for the City's Water Use Permit (WUP) No. 20008522 issued by the Southwest Florida Water Management District (SWFWMD).

BACKGROUND

The City of Haines City (City) operates its water supply system under Water Use Permit (WUP) No. 20008522, issued by the Southwest Florida Water Management District (SWFWMD) on October 25, 2011. The City must comply with conditions of the WUP in order to operate its water supply through 2031.

Recently adopted Central Florida Water Initiative (CFWI) Rules limit the City's ability to access "new" quantities of Upper Floridan Aquifer (UFA) groundwater to meet public water supply demands, unless the City can demonstrate that the increased quantity of UFA groundwater can be withdrawn without impacts through mitigative "impact offset" measures such as Land Use Transition Credits or groundwater recharge.

CHA Consulting, Inc. (CHA), with support from subconsultant Progressive Water Resources, a Division of RESPEC Company LLC (PWR) and AquaSciTech Consulting (AST), will assist the City to develop and submit a completed WUP modification application response that documents the steps the City will take to achieve and maintain permit compliance.

The CHA Team will assist the City modifying the existing WUP to increase groundwater allocation and in evaluating the status of other permit conditions and determine the City's method of compliance with those conditions identified in this scope of services. In addition, an implementation plan will be provided with recommendations and steps to address matters to ensure continued compliance with the City's WUP.

Under a previous potable water permitting project the City submitted a draft permit application with the intention of determining SWFWMD's stance on current and emerging water supply concerns regarding the City's unprecedented population growth. On August 14, 2024, the City received a Request for Additional Information from SWFWMD from the submitted draft application. The items included is this SWFWMD request materially differed from previously adopted potable water supply and demand models and require a new analysis of projected water supply and treatment scenarios and also groundwater withdrawal and mitigation impacts. Some specific items that must be addressed to continue the permitting process include: additional calculations for offsets from City Rapid Infiltration Basins (RIBs); creation of an

updated Water Conservation Plan; creation of an updated Monitoring Plan; siting of new groundwater supply wells and treatment infrastructure; as well as other requirements. The City requires responses to these SWFWMD-identified issues to support WUP Permit Modification issuance.

With the receipt of the SWFWMD Request for Additional Information, a full understanding of required task with regards to technical support and SWFWMD coordination are now understood and allow for completing the new and outstanding permitting and compliance assistance tasks.

SCOPE OF SERVICES

This Project includes project management, permitting, compliance support, conceptual design, and other necessary support services.

Specific additional and amended services to be provided are detailed below:

TASK 1 PROJECT ADMINISTRATION & PROJECT MEETINGS

Task 1.1 Project Administration

CHA will perform general project administration and coordination activities with the team members, including City staff, subconsultants, and other project stakeholders. Other duties performed under this task include budget management, invoicing, and project scheduling. Invoices will include the percent complete for each task, the overall progress of the tasks, and identification of completed, on-going, and pending activities.

Task 1.2 Project Meetings

The following meetings are anticipated during this design phase. Meetings specific to the permitting processes are covered in Task 4.

In-progress review meetings: CHA will participate in up to two in-progress review meetings with City staff to discuss the progressing conceptual design of water supply facilities. It is anticipated that elements such potential new water treatment plant (WTP) location(s); potential new well locations, conceptual level water main routing options, etc., will be reviewed and discussed at these meetings.

Final conceptual design review meeting: CHA will prepare for and attend a final conceptual level WTP location review meeting with City staff. It is anticipated that City comments will be provided to CHA a minimum of one week in advance of the meeting such that preliminary responses can be developed for discussion at the meeting.

CHA will provide a meeting summary for each of the four (4) meetings and distribute to all meeting attendees within five (5) business days.

TASK 2 COORDINATION WITH SOUTHWEST DISTRICT WATER MANAGEMENT DISTRICT

Task 2.1 Water Use Permit Request for Additional Information

The CHA team will prepare for and attend one (1) meeting with SWFWMD to discuss the RAI for the WUP application (with requested capacity of 7.3630 million gallons per day (MCD) annual

average daily flow (AADF)) and submission of a new Phase 3 WUP application (with a request capacity of 14.5859 MGD AADF). The CHA team will prepare a presentation, suitable for presentation to City staff and regulatory stakeholders, to review proposed impact analysis methods for the new WUP application.

Task 2.2 Response to an Additional Request for Additional Information

Given the significant deviation from previously understood future demand scenarios and new factors to be addressed by the SWFWMD RAI, a second RAI is anticipated. CHA will prepare the response to one additional (1) RAI issued by SWFWMD. This response will include necessary documents, supporting report(s), figures, tables and exhibits to support the application.

Task 2.3 Response to Request for Clarification (CLAR)

CHA will prepare the response to one (1) CLAR issued by SWFWMD. This response will include necessary documents, supporting report(s), figures, tables and exhibits to support the application.

Task 2.4 Revision of Environmental Monitoring Plan (EMP)

The CHA Team will review the current Haines City EMP and will recommend revisions based on the results of the groundwater impact analysis. CHA will prepare a draft document with proposed EMP revisions for review by City staff. CHA will respond to review comments from City staff, and will finalize the EMP revision recommendations document for submission to SWFWMD as part of the WUP application package.

TASK 3 Water Supply Analysis

Task 3.1 – Influence Coefficient Development

The CHA team will develop a matrix of groundwater response influence coefficients based on the new WUP model. The coefficients will be developed for the City's existing and currently-proposed wells (DIDs 1 through 11) and the City's existing and currently-proposed rapid infiltration basin (RIB) systems.

CHA will develop a matrix of influence coefficients on a grid system across the Haines City Urban Service Area, and will use the influence system matrix to develop contour maps of influence coefficients which will be provided as GIS shapefiles to identify viable zones for new wells and assist the City selection of additional new well locations to be used in the WUP application and groundwater impact analysis.

CHA will use the influence coefficient matrix and contours to develop a spreadsheet tool for rapid assessment of the permissibility of alternative groundwater withdrawal and recharge scenarios to aid in selection of the groundwater withdrawal and recharge scenarios to be simulated in the groundwater impact analysis for submission to SWFWMD (see Task 4). CHA will also adapt the influence coefficient spreadsheet tool for submission to SWFWMD as a proposed method for demonstrating compliance with impact permit mitigation requirements.

Task 3.2 –Develop Method for Estimating Recharge Changes Due to Urban Development

CHA will develop a numerical method to assess the changes in area-wide average annual recharge that will result from future urban development in the Haines City Urban Service Area. CHA will use the previously-developed projected urban development data and the urban recharge

alteration algorithm to assess the total urban recharge alteration that is expected within the timeframe of the new WUP.

If the potential urbanization recharge benefit appears to be large enough to make it worthwhile for inclusion as a drawdown impact mitigation CHA will include urban recharge alterations and resulting impact offsets in the spreadsheet tool(s) for screening of alternative withdrawal and impact mitigation scenarios.

Task 3.3 – Assess Reclaimed Water Availability & Mitigation Impact Recharge Requirements

In the WUP impact mitigation calculations, the CHA team will calculate the groundwater drawdown impacts from the proposed increased groundwater withdrawals and the resulting drawdown mitigation requirements at MFL and Guidance Lakes and on the average potentiometric elevation of the UFA.

CHA will use data on future reclaimed water supply projections from the City's Integrated Water Supply Plan to assess the quantity of reclaimed water available for impact mitigation. CHA will assess whether the combined mitigation effects of Land Use Transition (LUT) wells, new urbanization recharge alterations and reclaimed water recharge at RIB sites will be sufficient to satisfy the groundwater impact mitigation requirements for permit issuance.

TASK 4 PROPOSED NEW WATER TREATMENT PLANT AND WATER SUPPLY WELL LOCATION MEMORANDUM

Task 4.1 – Selection of Future Water Treatment Plant Locations and Hydraulic Modeling Analysis

To support the WUP modification request for addition water withdrawals, CHA will perform hydraulic modeling analysis and Geographic Information System (GIS) based analyses for candidate location for a new Water Treatment Plant (WTP). The analyses will consider such factors as:

- City-owned / right-of-way (ROW) parcels
- Areas without regulatory or zoning restrictions affecting WTP operations
- Areas with access to the existing City potable water distribution system infrastructure
- Areas which, according to the existing potable water model, have current potable water supply pressure issues
- Areas which, according to the existing potable water model and water demand scenarios, have projected potable water supply, pressure, or water age issues
- Proximity to existing Polk Regional Water Cooperative (PWRC) infrastructure

The new WTP will be added to the hydraulic model to determine the high-service pumping (flow and pressure) and storage requirements to supply the potable water distribution system for future scenarios (2030, 2040, and 2050 according to the Resilient Potable Water Master Plan).

The memorandum will provide up to three (3) candidate WTP locations. The CHA Team will meet with City staff to determine the best candidate location for WTP – this location will be used in Tasks 4.2 and 4.3 below.

Task 4.2 – Select Future Water Supply Well Locations

To support the WUP modification request for addition water withdrawals, CHA will perform a Geographic Information System (GIS) based analysis of candidate location for new water supply wells. The GIS analysis will prioritize such location and system factors as:

- City-owned / right-of-way (ROW) parcels
- Areas without regulatory or zoning restrictions affecting production well operations
- Areas with access to the proposed and selected City WTP from Task 4.1 above
- Areas which, according to the groundwater model, will have minimal effects on local waterbodies with any flow level requirements

The memorandum will provide up to seven (7) candidate well locations. The CHA Team will meet with City staff to determine the best candidate locations for wells.

Task 4.3 – Conceptual Level Raw Water Mains

After the candidate WTP and production well locations have been selected, CHA will develop a conceptual-level plan for raw water mains to connect the proposed production wells to the proposed WTP. These conceptual-level plans will be provided to the City as CADD shapefiles.

Task 4.4 – Conceptual Level Potable Water Mains

After the candidate WTP and production well locations have been selected, CHA will develop a conceptual-level plan for potable water mains to connect the proposed WTP to the existing potable water distribution system. These conceptual-level plans will be provided to the City as CADD shapefiles.

Task 5 SUBCONSULTANT TASKS

Task 5.1 – AquaSciTech Hydrogeological Consulting Services

Using the work products from Subtask 3.1, ASTC will provide input and advice to CHA to assist CHA's GIS/CAD and hydraulic modeling analysis for selection of candidate new water supply well locations. ASTC will assist CHA to present the well location options to CITY staff for their final selection of new well locations to be included in the WUP application (see Task 1.1 for associated meeting with CITY staff).

Using the rapid screening tools developed in Task 3, and the new well locations selected in Subtask 5.1, ASTC will perform a screening analysis of withdrawal impacts and impact mitigation requirements for up to ten (10) alternative facility permutations (alternative well locations, alternative withdrawal distribution allocations between wells, and effects of future UFA vs. Lower Floridan aquifer (LFA) withdrawals).

Based on the two permit facility combinations selected in Subtask 5.2, ASTC will perform three groundwater model simulations. A draft Technical Memorandum will be submitted to CHA and CITY staff for review and comment. ASTC will review and respond to client comments on the draft groundwater impact technical memorandum, and will issue the technical memorandum in final form signed and sealed by a Professional Engineer.

Task 5.2 – RESPEC Water and Environmental Consulting Services

RESPEC’s assistance with the City’s WUP Modification Application will consist of: 1) the development and submittal of a new WUP Modification Application; 2) assistance with the District’s Development Questionnaire documentation in support of the updated demand projections 3) assistance with responses to Request for Additional Information (RAI) and Clarification of Received Information (CLAR) letters and 4) as-needed meetings and coordination.

RESPEC will assist CHA to develop and submit a Water Use Permit (WUP) modification application for the City that requests a Renewal with Modification and a 20-year permit term. RESPEC will assist the City and Client to obtain the necessary information and data required by the SWFWMD’s Development Questionnaire for up to fifty (50) developments. RESPEC will use the Geographic Information System (GIS) Software to identify the Future Land Use Designation, Status of Development Planning and the status of Environmental Resource Permitting (ERP) for each development. RESPEC will coordinate with the Client and City staff to identify any available information including copies of planning documents, development plan approvals and zoning changes that are available in the City’s files. RESPEC will work with the City and Client to organize and compile the available information for each development to satisfy the requirements of the District’s Development Questionnaire into a Summary Report.

RESPEC will assist the City and Client to develop and submit to the SWFWMD response packages for up to one (1) Request for Additional Information (RAI) Letter and up to one (1) Clarification of Received Information (CLAR) letter from the District. RESPEC will work with the Client and other subconsultants as needed to prepare the responses.

SERVICES NOT INCLUDED

The following services are currently not included in this scope of services and can be provided with an amendment to this scope of work, if necessary:

- Preliminary or final design of new WTP, wells, or raw, potable water main routing.
- Gathering or use of survey data for the above tasks

CITY PROVIDED SERVICES

In addition to the City’s responsibilities pursuant to this scope of services, the City shall:

- Prepare for and attend all Project meetings
- Provide timely reviews of all submittals within two (2) weeks of receipt

SCHEDULE

The schedule for this Project is presented below.

Task	Begin Date	Duration	End Date*
Task 1 – Project Management and Meetings	NTP	180 days	Apr 2025
Task 2 – SWFWMD Coordination	NTP	150 days	Mar 2025
Task 3 – Water Supply Analysis	NTP	90 days	Jan 2025
Task 4 – Supply Location Analysis	NTP	90 days	Feb 2025

Task 5 – Support Services	NTP	180 days	Apr 2025
---------------------------	-----	----------	----------

*Estimated End Date is based on a target Notice to Proceed (NTP) execution date of mid-October 2024; schedule will be adjusted based on actual NTP date.

COMPENSATION

Compensation will be a lump sum amount of **\$306,714.00**. Compensation for the services provided herein shall be due and payable monthly on a percent complete basis. The following table shows the cost breakdown for each Task described herein.

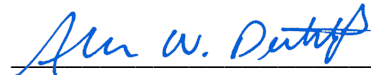
Task	Lump Sum Fee
Task 1 – Project Management and Meetings	\$ 36,040
Task 2 – SWFWMD Coordination	\$ 61,344
Task 3 – Water Supply Analysis	\$ 32,126
Task 4 – Supply Location Analysis	\$ 49,320
Task 5 – Support Services	\$ 127,884
Total	\$ 306,714

APPROVAL

OWNER
CITY OF HAINES CITY

CONSULTANT
CHA CONSULTING, INC.

Name:
Title:



Name:
Title:

DATE: _____

DATE: 11/5/2024

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 2nd day of December, 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 **Doris M. Cornier**, whose permanent address is **251 Patterson Road Lot H40 Haines City, Florida 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 Doris M. Cornier 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 : 35 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: _____
Omar Arroyo, 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 2nd day of December, 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 **Sam Richard**, whose permanent address is **1211 Valencia 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 Sam Richard 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 : 6 Space: 4

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: _____
Omar Arroyo, 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 2nd day of December, 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 **Carol Winterhoff**, whose permanent address is **1155 Burnswick Isle Way Fisco, Texas 75036** 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 Carol Winterhoff of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: ORIGNL Block: COL2 Lot : EAST Space: B3

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: _____
Omar Arroyo, 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 **2nd day of December, 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 **Koby Youssef**, whose permanent address is **2327 Meadow Oak Circle Kissimmee, FL 34746** 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 Koby Youssef 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 2 Block: Z Lot : 8 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: _____
Omar Arroyo, 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 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 _____
- Charter Review Committee _____
- Community Redevelopment Agency 3 _____
- Canvassing Board _____
- Emerging Youth Advisory Council 2 _____
- Firefighters Pension Board of Trustees _____
- General Employees’ Pension Board of Trustees _____
- Lakes Advisory Board _____
- Parks and Recreation Advisory Board 1 _____
- Planning Commission _____
- Police Pension Board of Trustees _____
- Public Safety Advisory Board _____

Personal Information

Haines City Resident: Yes No

Name: Bennie J. Jessie Jr.

Home Address: (Do Not use P.O. Box) 1116 Tangerine Circle

City: Haines City Zip: 33844 Contact Phone: (863) 236-1216

Email: bennie.jessie@osceolaschools.net

Employment Information – Please attach resume with submission

Employer: The School District of Osceola County Position Title: Business Ownership/Entrepreneurship Educator

Business Address: 4250 Pleasant Hill Road Kissimmee, FL 34746

Email: latonia.harris@osceolaschools.net Zip: 33844 Contact Phone: (407) 933-3910

Signature: 

Date: 08/16/2024

BENNIE JESSIE JR.

Haines City, FL

863.236.1216

bennie.jessie@osceolaschools.net

A dependable, responsible advocate for success with 8 years of experience in retail business customer service management, accounting, clerical work, event planning and administrative tasks. An excellent team player with a positive and enthusiastic attitude, dedicated to achieving results and milestones with a proven track record of delivering exceptional results and fostering strong relationships. Committed to upholding high standards of professionalism and integrity in all aspects, thriving in fast-paced environments always eager to take on new challenges and opportunities for growth. Seeking ways to improve processes and exceed expectations.

EXPERIENCE

TITLE I PARENT LIAISON

PARTNERS IN EDUCATION

OASIS VOLUNTEER COORDINATOR

Liberty High School | Poinciana, FL

2023 – **PRESENT**

ATTENDANCE MANAGER

Lake Region High School | Eagle Lake, FL

2023 – 2023

ADMINISTRATIVE ASSISTANT

Greater Work Ministries | Winter Haven, FL

2017 – **PRESENT**

Supervise the church office to support church leadership and members with various administrative tasks. Responsibilities involve handling phone calls, organizing schedules, filing, and managing email correspondence. Additionally, perform basic bookkeeping tasks such as entering time-sensitive data, maintaining accounting ledgers, documenting journal entries, and creating financial statements.

CUSTOMER SERVICE MANAGER

Publix Supermarkets | Champions Gate, FL

2020 – 2023

Oversee the entire customer service department at store level managing, coaching and supporting overall growth and business/departmental development. Review, approve and deny timecards as necessary. Maintained knowledge of business processes, data analysis, logistics and IT. In addition to overseeing the customer service department at the store level, responsible for guiding and mentoring team members, fostering a positive work environment, and ensuring that customer satisfaction remains a top priority. Involves analyzing data to identify trends and opportunities for improvement, coordinating with various departments to streamline processes, and staying informed about the latest technologies and systems to enhance operational efficiency. By actively engaging in the management of the team and staying attuned to the evolving needs of the business. Supervise customer service supervisors to guarantee accountability in the cash office.

SUBSTITUTE TEACHER

School District Osceola County | Kissimmee, FL

2020 – 2022

CUSTOMER SERVICE SUPERVISOR

Publix Supermarkets | Davenport, FL

2017-2018

Provided outstanding customer service to each customer by possessing in-depth knowledge of products and services, ensuring welcoming and positive interactions. Enhanced customer trust through attentive listening to their needs and providing relevant feedback. Managed cash office tasks, such as creating drawers, conducting pickups, making bank deposits, and reconciling balances at the end of each day.

RETAIL ACCOUNTANT

Publix Supermarkets | Lakeland, FL

2018-2020

Established and maintained analytical reporting service for stores, focusing on areas such as stock loss, cash loss, fraud, and incident reporting. Assisted in developing, applying, and upholding corporate policies and procedures. Verified and rectified data entries at the store level to guarantee precision, while liaising with stores and department managers.

EDUCATION**HIGH SCHOOL DIPLOMA**

Ridge Community High School

JUNE 2017

SKILLS

- Business Management
- Cashflow planning and management
- Microsoft Office
- Keyboarding Skills
- Opening/Closing Procedures
- Organization
- Event Planning
- Liaison
- Bookkeeping
- Exceptional communication
- Clerical
- Cash Handling
- Supervisory
- Data Entry
- Marketing
- Public Relations



CITY COMMISSION MEETING HAINES CITY, FLORIDA

MINUTES

November 21, 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: Commissioner, Anne Huffman
Commissioner Morris West
Vice-Mayor, Omar Arroyo
Commissioner, Vernel Smith
Commissioner, Kim Downing

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

1. CALL TO ORDER

The Mayor called the City Commission Meeting to order at 7:05 PM on November 21, 2024 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

2. INVOCATION

Pastor Rafael Castro provided the invocation.

3. PLEDGE OF ALLEGIANCE

The Mayor led the pledge of allegiance.

4. CONSENT AGENDA

Commissioner Downing had a question regarding the reduction of the code enforcement lien- (Item 4a). Discussion took place. Code Enforcement supervisor, Steve Shifley explained the details of why the reduction was requested. Vice-Mayor West inquired if the magistrate administered the recommendation. Motion made by Commissioner Downing to move item 4a to Old Business for further discussion seconded by Commissioner Huffman. All voted yes.

Moved by Morris West

Seconded by Vernel Smith

Approve consent as a whole.

Carried Unanimously

4.a Reduction of Code Enforcement Lien - 492 Tortugas Street

Staff recommends accepting the recommendation of the Special Magistrate to reduce the Code Enforcement lien for the property located at 492 Tortugas Street.

4.b Cemetery Deeds

4.c City Commission Meeting Minutes 11.04.24

4.d Amendment No. 1 to Jones Edmunds' Engineering Services Agreement for Lift Station No. 22 Replacement Project

Staff recommends the City Commission approve Amendment No. 1 to Jones Edmunds' engineering services agreement for the Lift Station No. 22 Replacement project.

- 4.e Engineering Services Agreement with Wright-Pierce Construction for the US Highway 27 Water Main Looping Project

Staff recommends the City Commission approve the engineering services agreement with Wright-Pierce Construction for the US Highway 27 Water Main Looping project.

- 4.f Request to Transition Upgrade Firearms for the Police Department

Staff recommends approving the request to purchase upgraded firearms for the Police Department to enhance officer safety, performance, and ensure compliance with modern standards in law enforcement equipment.

5. OLD BUSINESS

- 5.a Ordinance No. 24-2089 – LDR Text Amendments- Second Reading

Richard Greenwood, Development Services Director stated there were no changes from first reading. There were no questions from the dais. Mayor Arroyo opened the public hearing. No one came forward and the public hearing was closed. Commissioner Smith introduced Ordinance No. 24-2089. Attorney Reilly read the ordinance into the record.

Moved by Vernel Smith

Seconded by Morris West

Request for City Commission to approve Ordinance No. 24-2089, for text amendments to the Land Development

Carried Unanimously

- 5.b Ordinance No. 24-2090 – Amendments to the City's Code of Ordinances- Second Reading

Richard Greenwood, Development Services Director stated there were no changes from first reading. There were no questions from the dais. Mayor Arroyo opened the public hearing. No one came forward and the public hearing was closed. Vice-Mayor/Commissioner West introduced Ordinance No. 24-2090. Attorney Reilly read the ordinance into the record.

Moved by Morris West

Seconded by Vernel Smith

Request that the City Commission approve Ordinance No. 24-2090, for text amendments to the

Carried Unanimously

- 5.c Ordinance No. 24-2094 – Establishing White Clay Community Development District (CDD) – Second Reading

Fred Reilly, Attorney stated there were no changes from first reading. The jurisdictional lines were amended. There were no questions from the dais. Mayor Arroyo opened the public hearing. Attorney Roy Van White representing the White Clay CDD was available for any question. No one came forward and the public hearing was closed. Commissioner Huffman introduced Ordinance No. 24-2094. Attorney Reilly read the ordinance into the record.

Moved by Anne Huffman

Seconded by Morris West

Staff recommends approval of the Ordinance for the Third Amended Petition to Establish White Clay Community Development District (the “Third Amended Petition”)

Carried Unanimously

- 5.d Ordinance No. 24-2095 Capital Project Fund Budget Carryforward - Second Reading

Finance Director, Omar DeJesus, CPA stated there were no changes to the ordinance from first reading. This ordinance is just to establish for the capital projects that will roll over to more than one fiscal year. This ordinance encompasses the EOC, The City Hall Annex and the 25 Acre Sports complex. Mayor Arroyo opened up the public hearing. Sharon Garrett off of Carl Boozer Road inquired about street lighting. Mayor Arroyo stated she could ask this question during public comments. Commissioner Smith introduced Ordinance No. 24-2095. Attorney Reilly read the ordinance into the record.

******* At this time Item 4a from Consent Agenda was discussed*******

City Manager Elensky stated that as the CM, he has the final authority on fines. The Magistrate reduced the fine by 90%. City employee's costs should not be reduced, and the city is losing money. Steve Shifley, Code Enforcement Supervisor

Steve Shifley stated that an ordinance was in place to allow the Magistrate to reduce the fine. The ordinance that was voted on approximately twelve (12) years ago needs to be reviewed and amended. Commissioner Downing stated that questions are asked regarding items, and her comments should not be construed as undermine anyone. City Attorney Reilly stated the City Commission delegated authority to a Special Magistrate, due process needs to be followed, lastly the Commission has to determine if they accept the recommendation or not. More discussion took place. Mayor Arroyo opened this item up for public comments. No one came forward. Public hearing was closed. Commissioner Downing made the motion to approve the lien reduction, seconded by Vice-Mayor/Commissioner West.

Commissioner Huffman voted Nay

Moved by Vernel Smith

Seconded by Kim Downing

Staff recommends Commission approval to establish an annual budget carryforward for projects budgeted within the Capital Project Fund.

Carried Unanimously

6. NEW BUSINESS

- 6.a Ordinance No. 24-2091 – Large Scale Land Use Amendment for RWS Ranch Property from City Low Density Residential in the North Ridge (LDR-NR) to City Medium Density Residential in the North Ridge (MDR-NR)

Richard Greenwood, Director of Development Services gave an overview of Ordinance No. 24-2091. Discussion took place. Mayor Arroyo opened up the public hearing. Listen to audio- 2725 Sanders Road is not in favor of this change in zoning change. Chris Kay from 157 5th Street, Winter Haven stated this first reading is needed and has to go to the state for approval. Commissioner Huffman asked if the entrance going to be Sanders Road. Traffic is a major concern. No one else came forward and the public hearing was closed. Commissioner Smith introduced Ordinance No. 24-2091. Attorney Reilly read the ordinance into the record.

Commissioner Huffman voted Nay- Ordinance passed on 1st reading 4-1

Moved by Vernel Smith

Seconded by Kim Downing

Staff requests the City Commission authorize Staff to forward this request to the State and approve Ordinance No. 24-2091 for a Large-Scale Land Use Amendment for RWS Ranch Property from City Low Density Residential in the North Ridge (LDR-NR) to City Medium Density Residential (MDR-NR), on first reading.

Carried

6.b Resolution No. 24-1788 – Preliminary Plat - Sunny’s Estates

Richard Greenwood, Director of Development Services gave an overview of Resolution No. 24-1788 Discussion took place Vice-Mayor/Commissioner West regarding the restriction of no parking on the roadway. Commissioner Smith stated there should be something in the resolution to have an allowance of parking. Commissioner Huffman stated that some of these developments should have parks in them. Commissioner Downing stated that if no street parking is part of the association, the developer should create designated area for guest and overflow parking to keep the cars off of the street. Mayor Arroyo feels that parking should be parking on the streets. The association makes the rules within the development. Attorney Reilly stated that currently the text amendment is in compliance. Future changes to the text amendment can be made. City Manager Elensky reiterated the Florida State Statute allows for parking on the road if the driveway is full. Mayor Arroyo opened up the public hearing. Sharon Garrett off of Carl Boozer Road discussed the problems of parking on the road and the issues it causes. Bruce Taylor- 131 E 13th Street, St. Cloud stated that extra recreational area to allow additional parking. Discussion took place. There is a hindrance to emergency vehicles. Vice-Mayor/Commissioner West introduced Resolution No. 24-1788. Attorney Reilly read the ordinance into the record.

The motion is to renew

Moved by Morris West

Seconded by Vernel Smith

Staff recommends approval of Resolution No. 24-1788 with the following conditions:

1: No Parking shall be permitted on roadways and shall be stated in the Homeowners’ Association Documents and any other association documents of the development.

2: Any street trees shall not be removed and shall be stated in the Homeowners' Association documents and any other association documents of the development.

Carried Unanimously

- 6.c Renew Appointment of Mrs. Josephine Howard to the Agriculture and Labor Program, Inc. Board

City Clerk Lauther stated it was time for renewal. Commissioner Huffman stated the Mrs. Josephine Howard has been representing the City for many years and does an outstanding job. Vice-Mayor/Commissioner West was in agreement with Commissioner Huffman.

Moved by Anne Huffman

Seconded by Morris West

Carried Unanimously

- 6.d RFQ #24-01 City Contract for Wastewater Treatment Plan Expansion Construction Manager at Risk Preconstruction Phase Services.

James Keene, Public Services Administrator requested approval for the Wastewater Treatment Plan Expansion. Discussion took place. Mayor Arroyo opened up the public hearing. No one came forward and the public hearing was closed.

Moved by Anne Huffman

Seconded by Vernel Smith

Staff recommends the City Commission approve the RFQ #24-01 City Contract for Wastewater Treatment Plan Expansion Construction Manager at Risk Preconstruction Phase Services.

Carried Unanimously

- 6.e The intent of this item is to request approval of ITB #24-11 City Contract for US Highway 27 South Water Main Looping Project with Cacique Utilities

James Keene, Public Services Administrator recommended approval for the ITB #24-11, City Contract for US Highway 27- South Water Main Looping project.

Discussion took place. Vice-Mayor/Commissioner inquired about the impact fees that should be revisited. Raising the rates would not affect the current residents. Mayor Arroyo opened the public hearing. No one came forward and the public hearing was closed.

Moved by Anne Huffman

Seconded by Kim Downing

Staff recommends the City Commission approve the ITB #24-11 City Contract for US Highway 27 Water Main Looping Project with Cacique Utilities.

Carried Unanimously

- 6.f Invitation to Bid (ITB) #24-12 Wastewater Treatment Plant Emergency Engine Generator (CDBG) Agreement with Vogel Bros. Building Company

James Keene, Public Services Administrator recommended approval for the ITB #24-12, Wastewater Treatment Plant Emergency Engine Generator (CDBG) Looping project. Discussion took place. Mayor Arroyo opened the public hearing. Sharon Garrett off of Carl Boozer Road inquired about what kind of fuel is going to be used to run the generator.

Moved by Kim Downing

Seconded by Anne Huffman

Staff recommends the City Commission approve ITB #24-12 City Contract for Wastewater Treatment Plant Emergency Engine Generator (CDBG) with Vogel Bros. Building Company.

Carried Unanimously

- 6.g Land Purchase and Sale Agreement for the Polk Regional Water Cooperative (PRWC) Receiving Facility in Davenport

James Keene, Public Services Administrator explained about the PRWC agreement and the need for the facility in Davenport. Commissioner Huffman inquired as to if Davenport benefits with the sharing of water. Purchasing this land is the ending point for where the water lines or designated for the northern part of the city. Mayor Arroyo opened the public hearing. No one came forward and the public hearing was closed.

Moved by Anne Huffman

Seconded by Kim Downing

Staff recommends the City Commission approve the Purchase and Sale Agreement for Real Property from the City of Davenport for the purchase of land for the PRWC Receiving Facility.

Carried Unanimously

- 6.h Resolution No. 24-1825 Reclassification of Uncollected Accounts Receivable to Bad Debt

Finance Director, Omar DeJesus, stated that after an account is delinquent for a year the balance is then moved to bad debt.

Moved by Kim Downing

Seconded by Anne Huffman

Staff recommends adopting Resolution No. 24-1825 authorizing the reclassification of accounts with uncollected balances which have remained delinquent for more than one (1) year to bad debt. The bad debt designation does not forgive the debt.

Carried Unanimously

- 6.i Purchase Annual Server Replacement

Brian Ross, TMD Director stated that items were placed on the agenda

Moved by Anne Huffman

Seconded by Morris West

Staff recommends approval of the purchase of computer servers from vTECHio off the NASPO contract to replace outdated servers.

Carried Unanimously

- 6.j Replacement of Security Equipment

Security cameras

Moved by Anne Huffman

Seconded by Morris West

Staff recommends approval of the piggy-back off the Sourcewell contract with ACS for replacement of old and failing security equipment.

Carried Unanimously

7. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA

Sharon Garrett- off of Carl Boozer Road has concerns about the roads and it being blocked.

Betty White- 2103 Blossom Court, Haines City, FL - Feels there is a need for more police officers. Would like to see signage that the Black History Museum be placed on the outside. Terrell Griffin, Director of Parks and Recreation stated that in June that signage was to go on the interior of the building. Discussion took place

Lauren Yearry- 67 Pinehurst Drive, Haines City- issues with problems with the Haines City Rattlers and some of the rules broken. Ms. Yearry was speaking on behalf on other parents also signed up to speak. Mayor Arroyo approved for Ms. Yearry to speak longer than the allotted 3 minutes for each individual.

****** Mayor Arroyo and the consensus of the Commission is to leave the sign in sheet to the end of the meeting so that residents will have the opportunity to sign in and speak. ***** City Clerk Lauther will implement this procedure going forward.**

Buster Raggs-2122 Navel Circle, Haines City - states that a lot of accusations that were stated are not true. Mr. Raggs stated that he makes sure that the organization follows all of the rules of the organization.

Attorney Reilly stated that youth football is a contentious issue. Staff will look into all of the allegations and research the issues stated.

8. CITY MANAGER'S REPORT

9. CITY CLERK'S REPORT

City Clerk Lauther gave the names of the top picks from the advisory position for the parks and recreation board. Top board application received were as follows: Bennie Jessie

Clarence Daniels

Alex Abraham

Mitch England

Rashard Webb

The top choice was Bennie Jessie. City Clerk will put these applications with a report on the consent agenda for the next meeting.

10. CITY ATTORNEY'S REPORT

Wished everyone a Happy Thanksgiving.

11. COMMISSION COMMENTS

Commissioner Huffman- Thanks to the City Manager for allowing staff to attend the recent Chat and Chew to answer residents' questions and concerns. Impact fees and business licenses need to be increased. A \$25 late fee that is charged to seniors and those with special needs the day after the bill is due. These fees should have been increased for the 10/01/2024.

Commissioner Smith- Would like an update on the camera system for the police- Chief Goreck advised that other companies are looking at options and the Finance Director

Commissioner Downing- Regarding the soccer field and the approval made for the multipurpose fields. Is there a fee schedule set up for this new facility? Director Griffin stated the vote was made to call the facility to be called the Haines City Soccer Complex. A fee schedule is currently not in place. Currently over 100 people daily is using the field and there is no rush to implement fees at this time. Discussion took place as to what the usage is going to be.

Commissioner Arroyo- Items placed on the consent agenda had a cost threshold that the City Manager can approve. Staff needs to move quicker in getting decisions made to be brought before the Commission. Attorney Reilly stated that the practice has always been that if you are the losing side of the voice the item is not revisited. There are times when a practice is used, and a policy needs to be implemented so that there is clarity. More policies are needed especially since there has been so much growth. An update on the TPO meeting that the mayor recently attended was given.

Commissioner West- gave an update on the PRWC meeting regarding property located on Avenue E and 10th St- There is grant money to purchase this lot and create additional parking for the school, community and after-hours activities.

12. ADJOURNMENT

Without any further business the meeting was adjourned at 10:25 PM.

Omar Arroyo, Mayor

Sharon Lauther, MMC, City Clerk



CITY COMMISSION WORKSHOP HAINES CITY, FLORIDA

MINUTES

November 21, 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: Commissioner, Anne Huffman
Commissioner Morris West
Vice-Mayor, Omar Arroyo
Commissioner, Kim Downing

Commissioners Absent: Commissioner, Vernel Smith

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

1. CALL TO ORDER

The mayor called the City Commission Meeting to order at 6:02 on November 21, 2024, in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

2. PRESENTATIONS AND DISCUSSIONS

2.a Discussion Regarding Mobile Food Dispensing Vehicles Ordinance

City Attorney presented this item. he presented a draft ordinance to the commission. he went over different items of concern in regard to the food trucks in the city. some of the items are but not limited to parking on someone else's property, the unauthorized use of neighboring property, no mobile food truck can remain for more than 3 days. he asked if they want to include a fort pierce standard or if they want to include a no parking statute.

Mayor Arroyo said that a mobile food truck is something that is not permanent and there shouldn't be more than one food truck at a time unless it is in an industrial area designated for food trucks. He said he is ok with the attorney's setbacks and doesn't believe that the commission should leave anything open to interpretation.

Vice-Mayor West said that he can go back to 2019 when the city relied on food trucks. he can understand that we need regulations, but we should punish the ones who have followed the guidelines. he cited statue 501.62 that says they only. the ones that are here should be grandfathered in.

City Attorney stated you can always do this in phases.

Commissioner Huffman said that the last time they did this they provided options. Commissioner Huffman stated that some of the food trucks are taking away business from the brick-and-mortar businesses and asked who is going to enforce these regulations. Commissioner Huffman also stated that we need to look at who we are considering grandfathering in. Some of these food truck owners do not live in Haines City. Unless there is a code enforcement officer designated only to food trucks the city will not be able to enforce. Commissioner Huffman is in favor to have a special zoning for the food trucks but not in favor of people who do not live in Haines City operating a food truck in the city.

City Attorney that the state agency should be enforcing the law and not the city. Unfortunately, the State agency doesn't live in the area to be able to know what's going on.

Commissioner Huffman mentioned that there is a state inspector that lives in Haines City.

Mayor Arroyo said that they are not trying to regulate the food truck because that's up to the state, but we are only here to regulate where they can park. He doesn't believe that the city should have more the 3 food trucks.

Commissioner Downing said she is in agreement with regulations but not in agreement with phasing them out. Some of the food truck owners do pay lot fees. Commissioner Downing does not agree with three days; that it is difficult make them pay the fees and then make them leave.

Commissioner Smith recused himself from participating in the discussion.

City Manager Elensky stated that there was a staff member who witnessed food truck operator dumping their oil in a ditch.

Steve Shifley, Code Enforcement Supervisor stated that enforcement would be a nightmare.

Commissioner Huffman said that her responsibility is to the residents.

Vice-Mayor West said that he visited a food truck that has a stand along building that has been beneficial to the city. He said that we shouldn't force them out; It is not fair to try and force them out especially if they are following the rules.

Mayor Arroyo said yes, we should look out for the ones that have been there, but we have to have rules in place

Commissioner Downing clarified that she was speaking about the food truck that belong to the food truck village. This is a prime example of the food truck operator who follow the rules.

Commissioner Huffman said to the food truck operators are going to have to be 10 feet apart.

Jonathan Rodrigues introduced the food truck idea back in 2019 and he did all the paperwork to open. Mr. Rodrigues stated that the zoning is allowed with street parking where he is located and the fire marshal inspected his food trucks, and it passed.

Huffman said that she is in favor of Option C that has special zoning defined.

Mayor said he is favor to one truck per business

Attorney Reilly went over the ordinances that he prepared, and the different standards as dictated by Florida Statute as well as the insight provided to him by the Institute of Justice.

Staff recommends the City Commission discuss both options and provide staff with direction.

3. AGENDA REVIEW

4. ADJOURNMENT

Without any further business the meeting was adjourned at 7:01.

Omar Arroyo, Mayor

Sharon Lauther, MMC, City Clerk

Fred Reilly, City Attorney



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: December 2, 2024

Subject: Ordinance No. 24-2092 – Voluntary Annexation of Tenold Holdings Properties & Involuntary Annexation for Other Properties along US Highway 27 North and South

Executive Summary

Approve Ordinance No. 24-2092 for the Voluntary Annexation of Tenold Properties and Involuntary Annexation for Other Properties along US Highway 27 North and South.

Staff contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is for a voluntary annexation for properties owned by Tenold Holdings, Inc and an involuntary annexation for properties owned by Congdon David B and Tamara S Revocable Trust, Congdon Darrell W and Deborah J Revocable Trust, Florida Department of Transportation, MH Land Lease, LLC, PC South Partners, LLC, US HWY 27, LLC, Orange 95, LLC, Steven and James Cliett, Charles and Virginia Glass, and Raz Properties, Inc. The annexation for all aforementioned properties is approximately 624.36+/- acres.

Background

The total subject parcels are 624.36+/- acres and is located alongside US 27 North and South as identified by the Polk County Appraiser Parcel Numbers:

272731-000000-011010; 272731-000000-012010; 272731-000000-013010; 272731-000000-021010;
272731-000000-022010; 272731-000000-024010; 272731-000000-024020; 272731-000000-024030;
272731-000000-042050; 272731-795000-000010; 272731-795000-000021;

272805-000000-031010; 272731-000000-042030; 272806-000000-011010; 272806-000000-012040,
272731-000000-031010, 272731-000000-013020, 272730-000000-024030, 272731-000000-011011,



HAINES CITY

THE HEART OF FLORIDA

272806-000000-013070, 272806-000000-013030, 272806-000000-012050, 272806-000000-012110, 272806-000000-012070, 272805-000000-031030

The present use of the Tenold Properties is vacant. The present use of the Involuntary Annexation properties is a mixture of vacant and commercial.

The proposed annexation complies with the provisions of Chapter 171.044 and 171.0413 of the Florida Statutes.

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 2024-2025.

Recommendation

Staff recommends approval of Ordinance No. 24-2092 Voluntary Annexation of Tenold Holdings Properties and Involuntary Annexation for Other Properties along US Highway 27 North and South.

ORDINANCE NO. 24-2092

AN ORDINANCE OF THE CITY OF HAINES CITY FLORIDA, ANNEXING CERTAIN LAND INTO THE CORPORATE LIMITS OF HAINES CITY, FLORIDA AND REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE PROPERTY OWNED BY TENOLD HOLDING, INC., CONGDON DAVID B AND TAMARA S REVOCABLE TRUST, CONGDON DARRELL W AND DEBORAH J REVOCABLE TRUST, FLORIDA DEPARTMENT OF TRANSPORTATION, MH LAND LEASE, LLC, PC SOUTH PARTNERS, LLC, US HWY 27, LLC, ORANGE 95, LLC, STEVEN AND JAMES CLIETT, CHARLES AND VIRGINIA GLASS, AND RAZ PROPERTIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tenold Holdings, LLC, has petitioned for a Voluntary Annexation of properties into the City of Haines City; and

WHEREAS, the City of Haines City wishes to involuntarily annex properties owned by Congdon David B And Tamara S Revocable Trust, Congdon Darrell W and Deborah J Revocable Trust, Florida Department of Transportation, MH Land Lease, LLC, PC South Partners, LLC, US Hwy 27, LLC, Orange 95, LLC, Steven and James Cliett, Charles and

Virginia Glass, and Raz Properties, Inc., and has prepared an Urban Services Report in support of; and,

WHEREAS, the said real properties are presently in an unincorporated area of Polk County, are contiguous to the City of Haines City, are reasonably compact and will not result in the creation of an enclave; and

WHEREAS, the legal description is defined as follows:

SEE ATTACHED EXHIBIT “A” FOR VOLUNTARY ANNEXATION PROPERTIES

SEE ATTACHED EXHIBIT “B” FOR INVOLUNTARY ANNEXATION PROPERTIES

WHEREAS, the attached map shows the parcels comprising 624.36+/- acres located alongside of U.S. Highway 27 North and South, is proposed to be annexed herein by reference and is hereafter referred to as Exhibit “C”; and

WHEREAS, Section 11.04 (f – i) of the City’s Charter provides for annexation; and

WHEREAS, the City Commission hereby determines that the owners of the property and the area proposed to be annexed has consented to the annexation, and proper notice has been provided for those parcels being annexed involuntarily, and meets the requirements pursuant to §171.043 and §171.0413 Florida Statutes (see attached the Urban Services Report as Exhibit “D”); and

WHEREAS, the City Commission hereby determines that incorporation of the area proposed to be annexed are deemed practical and expedient and in conformity with the overall plan for extending the boundaries of the city.

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. Annexation of Property. The property described and depicted in Exhibit “A” and “B” shall be and are hereby annexed to the City of Haines City, Florida and the boundary lines of the municipality shall be redefined to include the said property.

Section 3. Notice of Proposed Annexation. Notice of the proposed annexation shall be published at least once each week for two consecutive weeks in a newspaper published in Polk County, Florida before final passage. A copy of this Ordinance shall, after adoption, be filed with the Clerk of the Circuit Court and the Chief Administrative Officer in and for Polk County, Florida and with the Department of State of the State of Florida within seven (7) days after the adoption of this Ordinance.

Section 4. Land Use and Zoning. The County zoning or subdivision regulations shall remain in effect until the City adopts a zoning map amendment that includes the properties annexed.

Section 5. Codification. The ordinance shall be codified and made a part of the official Code of Ordinances or Charter of the City of Haines City.

Section 6. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 7. 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 8. 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, and 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 2nd day of December, 2024.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second and final reading by the City Commission of the City of Haines City, Florida, at regular session this 19th day of December, 2024.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit "A"

PARCEL A:

Starting at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 31, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89°51'00" East, along the North boundary of said SW 1/4 of the SE 1/4, 627.24 feet for the Point of Beginning; thence continue North 89°51'00" East, along said North boundary, 212.49 feet; thence South 00°30'18" East, 205.00 feet; thence South 89°51'00" West, parallel with said North boundary of the SW 1/4 of the SE 1/4, 212.49 feet; thence North 00°30'18" West, 205.00 feet to the said Point of Beginning. TOGETHER WITH an easement for ingress and egress, 25.00 feet in width, further described as: Starting at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 31, Township 27 South, Range 27 East, Polk County, Florida, run thence South 01°22'58" West, along the West boundary of said SW 1/4 of the SE 1/4, 7.36 feet; thence South 89°51'00" West, parallel with the North boundary of said SW 1/4 of the SE 1/4, 98.61 feet for the Point of Beginning; thence South 80°31'12" East, 198.07 feet; thence South 43°14'31" East, 43.12 feet; thence South 86°47'45" East, 502.80 feet to a point lying 101.40 feet, South 00°30'18" East from said North boundary of the SW 1/4 of the SE 1/4; thence South 00°30'18" East, 25.05 feet; thence North 86°47'45" West, 514.41 feet; thence North 43°14'31" West, 44.67 feet; thence North 80°31'12" West, 187.54 feet; thence South 89°51'00" West, parallel with said North boundary of the SW 1/4 of the SE 1/4, 117.05 feet to the Easterly right-of-way boundary of U.S. Highway No. 27; thence North 08°53'00" East, along said Easterly right-of-way boundary, 25.31 feet; thence North 89°51'00" East, parallel with said North boundary of the SW 1/4 of the SE 1/4, 115.18 feet to the said Point of Beginning, all in Polk County, Florida.

PARCEL B:

PARCEL 1:

The NE 1/4 of the NE 1/4 and that part of the East 3/4 of the SE 1/4 of the NE 1/4, North of SR-544, in Section 6, Township 28 South, Range 27 East, Polk County, Florida. Less right of way of S.R. 544.

Also Less and Except

Begin at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 6, Township 28 South, Range 27 East, Polk County, Florida; thence North 89°37' 23" East along the North line thereof a distance of 450.00 feet; thence South 00°26' 49" East a distance of 422.02 feet; thence South 89°37' 23" West a distance of 400.00 feet to an intersection with a line lying 50.00 feet East of and parallel with the West line of the Northeast quarter of said Section 6; thence South 00°26' 49" East along said parallel line a distance of 850.38 feet to an intersection with a line lying 50.00 feet North of and parallel with the South line of said Northeast quarter of the Northeast quarter; thence North 89°32' 43" East along said parallel line, a distance of 121.61 feet;

CONTINUED ON SHEET 2...

...CONTINUED FROM SHEET 1

thence South 00°25' 36" East a distance of 152.51 feet to a point on the Northerly right of way line of State Road 544; thence North 77°04' 37" West along said Northerly right of way line 51.39 feet to the West line of the East 210.00 feet of the West quarter of the Southeast quarter, of the Northeast quarter of said Section 6; thence North 00°25' 36" West along said West line a distance of 90.62 feet to the South line of said Northeast quarter of the Northeast quarter; thence South 89°32' 43" West along said South line, a distance of 121.59 feet to the Southwest corner of said Northeast quarter of the Northeast quarter; thence North 00°25' 49" West along the West line of said Northeast quarter of the Northeast quarter a distance of 1322.47 feet to the Point of Beginning.

PARCEL 2:

Begin at the Northeast corner of the W 1/4 of the SE 1/4 of the NE 1/4 of Section 6, Township 28 South, Range 27 East, thence run South along the East boundary 141 feet to the North right of way of S.R. 544, thence Northwesterly along said North right of way 225 feet, thence North 90 feet to the North line of said SE 1/4 of the NE 1/4, thence East along said North line of the SE 1/4 of the NE 1/4, 201 feet to the Point of Beginning. Less the West 50 feet and Less right of way of S.R. 544.

PARCEL 4:

All of the NW 1/4 of Section 5, Township 28 South, Range 27 East, lying North of Highway S.R. 544, Polk County, Florida.

Less and Except

That part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 28 South, Range 27 East, Polk County, Florida, bounded on the northerly and westerly sides by the old Haines City – Winter Haven Highway (Scenic Drive) and bounded on the southerly and westerly sides by State Road 544 (Lucerne Park Road), being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 5, said corner being designated by a found 1-1/2 Inch pipe filled with concrete, previously located with a brass cap stamped Government Land Office; thence South 00°24' 33" East, along the east line of the Northeast Quarter of the Northwest Quarter of said Section 5, a distance of 501.71 feet to a point lying approximately one foot southeasterly of the asphalt pavement of the Old Haines City Winter Haven Highway and said point being the Point of Beginning of this description; thence continue South 00°24' 33" East, along the east line of said Northeast Quarter of the Northwest Quarter, a distance of 547.74 feet to a point on the northerly right-of-way line of State Road 544, said point being on a non-tangential curve concave to the northwest, said curve having a radius of 2824.79 feet, a central angle of 08°08' 38", a chord distance of 401.17 feet and a chord bearing of South 61°04' 45" West; thence Southwesterly along said curve and northerly right-of-way line an arc length of 401.51 feet; thence North 69°27' 43" West, along a non-tangent line and continuing along said northerly right-of-way line, 20.96 feet;

CONTINUED ON SHEET 3...

...CONTINUED FROM SHEET 2

thence North 23°56' 10" West, continuing along said northerly right-of-way line, 17.70 feet to the beginning of a tangential curve concave to the east, said curve having a radius of 70.00 feet, a central angle of 61°11' 31", a chord distance of 71.26 feet and a chord bearing of North 06°39' 35" East; thence Northerly along said curve and northerly right-of-way line an arc length of 74.76 feet to a point of reverse curve concave to the northwest, said curve having a radius of 984.93 feet, a central angle of 03°00' 00" , a chord distance of 51.66 feet and a chord bearing of North 35°45' 21" East; thence Northeasterly along said curve and northerly right-of-way line an arc length of 51.57 feet; thence North 37°21' 46" East, departing from said northerly right-of-way line and along a line lying approximately one foot southeasterly of the asphalt pavement of the old Haines City - Winter Haven Highway, 111.73 feet; thence North 19°18' 29" East, approximately one foot easterly of said asphalt pavement, 32.81 feet to the beginning of a non-tangential curve concave to the northwest, said curve having a radius of 633.54 feet, a central angle of 11°06' 22", a chord distance of 122.61 feet and a chord bearing of North 30°52' 16" East; thence Northeasterly along said curve and approximately one foot southeasterly of said asphalt pavement an arc length of 122.80 feet; thence North 25°18' 58" East, approximately one foot easterly of said asphalt pavement, 344.86 feet to the beginning of a tangential curve concave to the southeast, said curve having a radius of 272.07 feet, a central angle of 17°34' 33", a chord distance of 83.13 feet and a chord bearing of North 34°06' 17" East; thence Northeasterly along said curve and approximately one foot southeasterly of said asphalt pavement an arc length of 83.46 feet to the said Point of Beginning.

PARCEL 5:

The West 840 feet of the North 1037 feet of the Southwest 1/4 of the Southeast 1/4, Section 31, Township 27 South, Range 27 East Polk County, Florida. Less the North 778.03 feet thereof,

AND

The North 1/2 of the NE 1/4, lying Easterly of the S.R. 25, Section 31, Township 27 South, Range 27 East, Polk County, Florida.

Less and Except that portion of the above described property acquired by the State of Florida, Department of Transportation, by Order of Taking, recorded in Official Records Book 5095, Page 1627, more particularly described as follows:

That portion of the Northeast 1/4 of Section 31; Township 27 South, Range 27 East, Polk County, Florida. Being described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Northeast 1/4 of Section 31; thence along the North boundary of said Section 31, South 89°22' 33" West a distance of 200.185 meters (656.77 feet) to the Easterly existing right of way line of State Road 25 and the beginning of a curve concave Easterly and having a radius of 3456.182 meters (11,339.16 feet); thence along said Easterly existing right of way line the arc of said curve to the left a distance of 32.733 meters (107.39 feet) through a central angle of 00°32' 34" with a chord bearing South 20°57' 28" West for a POINT OF BEGINNING and the end of said curve; thence North 66°06' 40" East a distance of 51.399 meters (168.63 feet); thence South 89°43' 20" East a distance of 128.084 meters (420.22 feet); thence South 30°25' 19" East a distance of 102.090 meters (334.94 feet); thence South 00°16' 40" West a distance of 44.196 meters (145.00 feet); thence North 89°43' 20" West a distance of 32.327 meters (106.06 feet);

CONTINUED ON SHEET 4...

...CONTINUED FROM SHEET 3

thence South 44°16' 40" West a distance of 25.423 meters (83.41 feet); thence North 89°43' 20" West a distance of 111.557 meters (366.00 feet); thence North 00°16' 40" East a distance of 140.208 meters (460.00 feet); thence North 89°43' 20" West a distance of 16.507 meters (54.16 feet); thence South 66°06' 40" West a distance of 59.115 meters (193.95 feet) to said Easterly existing right of way line and the beginning of a curve concave Easterly and having a radius of 3456.182 meters (11,339.16 feet); thence along said Easterly existing right of way line the arc of said curve to the right a distance of 14.092 meters (46.23 feet) through a central angle of 00°14' 01" with a chord bearing North 20°34' 11" East to the end of said curve and to the POINT OF BEGINNING.

AND

North 1/2 of the NE 1/4, lying Westerly of S.R. 25; Section 31, Township 27 South, Range 27 East, Polk County, Florida. Less the South 25 feet thereof.

AND

The SE 1/4 of the NE 1/4, Section 31, Township 27 South, Range 27 East, Polk County, Florida Less the SW 1/4 of the SE 1/4 of the NE 1/4, and less the South 87.5 feet of the NW 1/4 of SE 1/4 of the NE 1/4 thereof.

AND

The South 1/2 of the SE 1/4, of Section 31, Township 27 South, Range 27 East and Less the West 840 feet of the North 1037 feet thereof, Polk County, Florida.

PARCEL 6:

The East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 27 South, Range 27 East, Polk County, Florida.

AND

The Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4, Less the South 106 feet thereof; and the South 87.5 feet of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 27 South, Range 27 East, Polk County, Florida.

PARCEL 7:

That part of the South 1345 feet of the SW 1/4 of Section 31, Township 27 South, Range 27 East, lying East of the right of way of U.S. Highway 27 and North of the Lake Drane drainage canal, lying and being in Polk County, Florida.

Less and Except

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 27 South, Range 27 East, Polk County, Florida, run thence South 01° 2' 58" West along the West boundary of said Southwest Quarter of the Southeast Quarter; 7,36 feet;

CONTINUED ON SHEET 5...

...CONTINUED FROM SHEET 4

thence South 89°51' 00" West, parallel with the North boundary of said Southwest Quarter of the Southeast Quarter 213.79 feet to the Easterly right-of-way boundary of U.S. Highway No. 27; thence South 08°53' 00" West, along said Easterly right-of-way boundary, 780.34 feet; thence North 89°51' 00" East, parallel with said North boundary of the Southwest Quarter of the Southeast Quarter, 1181.06 feet; thence North 00°30' 18" West, 573.03 feet thence South 89°51' 00" West, parallel with said North boundary of the Southwest Quarter of the Southeast Quarter; 212.49 feet; thence North 00°30' 18" West 205.00 feet to said North boundary of the Southwest Quarter of the Southeast Quarter; thence South 89°51' 00" West along said North boundary, 627.24 feet to the said Point of Beginning.

PARCEL C:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 27 South, Range 27 East, Polk County, Florida, run thence South 01° 2' 58" West along the West boundary of said Southwest Quarter of the Southeast Quarter; 7.36 feet; thence South 89°51' 00" West, parallel with the North boundary of said Southwest Quarter of the Southeast Quarter 213.79 feet to the Easterly right-of-way boundary of U.S. Highway No. 27; thence South 08°53' 00" West, along said Easterly right-of-way boundary, 780.34 feet; thence North 89°51' 00" East, parallel with said North boundary of the Southwest Quarter of the Southeast Quarter, 1181.06 feet; thence North 00°30' 18" West, 573.03 feet thence South 89°51' 00" West, parallel with said North boundary of the Southwest Quarter of the Southeast Quarter; 212.49 feet; thence North 00°30' 18" West 205.00 feet to said North boundary of the Southwest Quarter of the Southeast Quarter; thence South 89°51' 00" West along said North boundary, 627.24 feet to the said Point of Beginning.

LESS AND EXCEPT THE FOLLOWING;

That portion of the Southwest 1/4 of Section 31, Township 27 South, Range 27 East, Polk County, Florida, being described as follows;

Commence at the Northeast corner of the Southeast 1/4 of said Southwest 1/4 of Section 31; thence along the North line of said Southeast 1/4 of the Southwest 1/4, South 89°39' 38" West a distance of 103.867 meters (340.77 feet) to the survey base line of State Road 25 (U.S. 27); thence along said survey base line South 08°41' 05" West a distance of 19.402 meters (63.65 feet); thence North 89°40' 51" East a distance of 30.860 meters (101.25 feet) to the easterly existing right of way line of said State Road 25 [per 1618-Proj. 175(5244)] for a Point of Beginning; thence continue North 89°40' 51" East a distance of 44.747 meters (146.81 feet); thence South 08°41' 05" West a distance of 220.681 meters (724.02 feet); thence South 89°40' 51" West a distance of 44.747 meters (146.81 feet) to said Easterly existing right of way line; thence along said Easterly existing right of way line North 08°41' 05" East a distance of 220.681 meters (724.02 feet) to the Point of Beginning.

PARCEL D:

All that part of Lots 1, 2, 3 and 6 through 8, inclusive, lying Easterly of U.S. Highway 27, in HASKINS, NYDEGGER & DAUGHERTY SUBDIVISION, according to the plat thereof recorded in Plat Book 4, Page 66, Public Records of Polk County, Florida;

CONTINUED ON SHEET 6...

...CONTINUED FROM SHEET 5

AND

All that part of Lots 2 through 6, inclusive, and Lot 9 lying Westerly of U.S. Highway 27, in HASKINS, NYDEGGER & DAUGHERTY SUBDIVISION, according to plat thereof recorded in Plat Book 4, Page 66, Public Records of Polk County, Florida;

AND

The West 1/2 of the NE 1/4 of the SE 1/4 and the South 106 feet of the SW 1/4 of the SE 1/4 of the NE 1/4, all in Section 31, Township 27 South, Range 27 East, Polk County, Florida;

AND

LESS AND EXCEPT that portion of the above property conveyed to the State of Florida Department of Transportation as described in the Warranty Deed recorded in Official Records Book 5075, Page 455, Public Records of Polk County, Florida.

NOTE "A": The field location for the Point of Commencement, being the Northwest Corner of the Southwest 1/4 of the Southeast 1/4 of Section-31-27S-27E, does not match the deed location. Based on the field location of said corner the deed description for Parcel A would not match occupation of the residence and the ingress/egress easement would not be contiguous with the Easterly right-of-way boundary of US Highway No. 27.

NOTE "B": The Easterly limits of the Lake Drane Drainage Canal is unknown. The limits of said Canal as depicted on FDOT Map Section No. 16180-2103 extends Easterly of the West Boundary of the SE 1/4 of Section 31-27S-27E. Surveyor did not receive any documents describing the limits of said Canal.

NOTE "C": Surveyor has not seen any evidence vacating the 40 foot public right-of-way per HASKINS, NYDEGGER & DAUGHERTY SUBDIVISION as recorded in Plat Book 4, Page 66, though the Surveyor made the assumption that the right-of-way has been vacated. However, the right-of-way takes as described in Official Records Book 5075, Page 455 does not include this portion of the 40 foot right-of-way.

Exhibit "B"

Parcel ID: 272731-000000-031010

NE1/4 OF NW1/4 LESS S 50 FT THEREOF

Parcel ID: 272731-000000-013020

S 25 FT OF NW1/4 OF NE1/4 LYING W OF SR 25 & S 50 FT OF NE1/4 OF NW1/4

Parcel ID: 272730-000000-024030

S 312 FT OF SW1/4 OF SE1/4 E OF HWY

Parcel ID: 272731-000000-011011

STORMWATER MANAGEMENT FACILITY PARCEL 108 SECTION 16180-2538 AS
DESC IN OR 5095-1627

Parcel ID: 272806-000000-013070

N 980 FT OF NW1/4 OF NE1/4 OF SEC LYING E OF US HWY 27

Parcel ID: 272806-000000-013030

NW1/4 OF NE1/4 LYING E OF HWY US 27 LESS RD R/W & BEG NW COR OF SE1/4 OF
NE1/4 RUN E 121.84 FT S 05 DEG 27 MIN 37 SEC W 91.72 FT TO NLY R/W SR 544 N

Parcel ID: 272806-000000-012050

BEG AT INTER OF C/L OF PAVING OF LUCERNE PARK-HAINES CITY RD WITH E
R/W OF US HWY NO 27 RUN SLY ALONG R/W 185.57 FT S 76 DEG 33 MIN E 150 FT

Parcel ID: 272806-000000-012110

W1/4 OF SE1/4 OF NE1/4 E OF ST RD 19 & SW1/4 OF NE1/4 E OF ST RD 19 LESS BEG
NE COR OF W1/4 OF SE1/4 OF NE1/4 RUN S 141 FT TO HY WLY ALONG HY 225

Parcel ID: 272806-000000-012070

E3/4 OF SE1/4 OF NE1/4 S OF HY & E1/2 OF SE1/4 FRACTL LYING ELY OF US HWY 27
LESS ADDL R/W FOR SR 25 AS DESC IN OR 5139 PG 2192

Parcel ID: 272805-000000-031030

COM NE COR OF NE1/4 OF NW1/4 OF SEC S00-24-33E ALG E LINE OF NE1/4 OF NW1/4
501.71 FT FOR POB S00-24- 33E ALG E LINE 547.74 FT TO NLY R/W LINE OF SR 544

Exhibit “D”

Urban Services Report

URBAN SERVICES REPORT

**FOR THE ANNEXATION
OF AN AREA
LOCATED SOUTH OF HWY 17/92 AND
EAST AND WEST OF HIGHWAY 27**

OCTOBER 4, 2024



Prepared by:

**Development Services Department
of the
City of Haines City
620 Main Street
Haines City, Florida 33845-1507
Telephone: 863-419-3230
Facsimile: 863-419-3168**

URBAN SERVICES REPORT
For the Annexation
of an Area Located
South of Hwy 17/92 and East and West of Highway 27

I. INTRODUCTION

Chapter 171, Florida Statutes, which governs annexation proceedings, requires a city to prepare and file a report to the Board of County Commissioners setting forth the City of Haines City's plans to provide urban services to areas being annexed. This Urban Services Report is submitted in fulfillment of the statutory requirement in Section 171.042, Florida Statutes. The area to be annexed is west and south of the existing municipal boundaries as depicted by the attached exhibits.

Prior to commencing the annexation procedures under Section 171.0413, the governing body of the municipality shall prepare a report as required by Section 171.042 "Prerequisites to Annexation" setting forth the plans to provide urban services to any area to be annexed.

II. PURPOSE

The purpose of this report is to explain the means by which the City of Haines City plans to extend municipal services to the area proposed to be annexed. In addition, this report characterizes the area to be annexed, thereby verifying its qualification for annexation. The report contains information compiled in conjunction with the City's operating departments and is also intended to help them prepare for any extension or expansion of municipal services upon annexation. Information presented herein also allows for evaluation of the fiscal impacts of pursuing annexation of this area. This Urban Services Report is not intended as an overview of the City's annexation program; instead it is a technical document reporting specifically on the provision of municipal services to this particular annexation area.

III. GENERAL

Exhibit 1 identifies the proposed area for annexation, which encompasses approximately 624.36+/- acres not including adjacent rights-of-way. The area is contiguous to the City limits, is reasonably compact, and meets the requirements set forth in Section 171.043, Florida Statutes. Specifically, the proposed annexation area meets the general standards of subsection (1) and (3) of Section 171.043. In addition, this map indicates existing and proposed municipal boundaries.

Composite Exhibit 2 indicates the existing and proposed major trunk water mains and sewer interceptors and outfalls, including the proposed extension of mains and outfalls.

Composite Exhibit 3 depicts the existing general land use of the proposed annexation and the existing City land uses.

Exhibit 4 depicts the City of Haines City's Utility Service Area.

IV. COMPLIANCE WITH STATUTORY CRITERIA – DISCUSSION

A. 171.042 Prerequisites to annexation. (1) (a) A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptors and outfalls, the proposed extensions of such mains and outfalls, as required in paragraph (c), and the general land use pattern in the area to be annexed.

1. Exhibit 1 indicates the existing and proposed municipal boundaries. The area is located east and west of US Highway 27 and south of Hwy 17/92. The annexation area is contiguous to the existing City limits by approximately 17,650 linear feet.
2. Exhibit 2 indicates the present major trunk water mains and sewer interceptors and outfalls. The City of Haines City has installed 10,300 linear feet of 18” water main and 825 linear feet of 12” water main along Hwy 544 and US 27. The City is currently in the planning process of adding 3,600 linear feet of 16” water main and 5,800 linear feet of sanitary force main within the annexation area.
3. Exhibit 3 depicts the existing general land use of the proposed annexation.
4. Exhibit 4 shows the entire annexation area is within the City of Haines City Utility Service area. Under the vision of the Plan, Principle 3 states “The existing cities serve as the social, commercial, cultural, educational, and civic centers of the entire area. Their urban services and location are responsive to the needs of the neighborhood.”
5. **Under Policy 2.131-Q2: Land Use Categories established (F) Joint Planning Area (JPA):** The area included within the City of Haines City Service Area will be defined as a Joint Planning Area (JPA) for the purpose of implementing development review and permitting guidelines in accordance with an executed Interlocal Agreement. The basic principals and goals of the JPA will include the following:
 - (a) Encourage business and commercial development that are complimentary, but not competing to the Haines City downtown;
 - (b) Encourage economic growth and new job creation;
 - (c) Encourage high quality development, which serves as the northern entrance into Haines City;
 - (d) Provide a balance of land uses with functional relationships to one another; and
 - (e) Improve the overall land values of the area.

B. 171.042 Prerequisites to annexation. (1) (b) A statement certifying the area to be annexed meets the criteria in Section 171.043.

1. The City of Haines City certifies the area to be annexed meets the criteria in Florida Statutes 171.043. The City has received a signed voluntary petition for annexation within the proposed annexation area. In order to provide all urban services, it is necessary to complete this annexation. The total area proposed for annexation includes approximately 624.36+/- acres not including adjacent rights-of-way. A majority of the proposed annexation area is planned for urban development.

2. The total area is reasonably compact and is contiguous to the municipal boundaries of Haines City on this date. No part of the area is included within the boundary of another incorporated municipality. [See 171.043(1), Florida Statutes].
3. The area lies between the municipal boundary and an area developed for urban purposes, so the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area. [Section 171.043.3) (a), Florida Statutes].

C. 171.042 Prerequisites to annexation. (1) (c) (1) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service performed within the municipality at the time of annexation.

1. Specifically, the City of Haines City plans will provide for extending urban services except as otherwise provided herein to the area to be annexed on the date of annexation on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation.
2. The City of Haines City intends to extend, to the area to be annexed, each major municipal service performed within the municipality at the time of annexation. This Urban Services Plan provides for extension of urban services, to the area to be annexed, on the date of annexation, on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to the annexation. Listings of major municipal services are:

(a) Parks and Recreation.

Haines City has a large array of activities year-round, for residents of all ages that occur in the Community Center, Clay Cut Center, Dolphus Howard Complex, Bethune Neighborhood Complex, the Ben W. Graham Park and Janet J. Smith Aquatic Facility, and at Lake Eva Park. The City also provides City parks for football, baseball, picnics, and other outdoor recreational activities. Haines City Parks and Recreation Department sponsors numerous citizens' activities year-round and is considered one of the most active Parks and Recreation Departments within the County.

(b) Education Facilities.

The Ridge Community High School is located approximately 3.6 miles north and east of the proposed annexation area. Ridge High opened in 2005 and in 2023-2024 it had a student population over 2,666 students.

The Haines City High School is located approximately 2.0 miles east of the proposed annexation area. Haines City High opened in 1980 and in 2023-2024 it had a student population over 2,914 students.

Public schools located within the City limits are Alta Vista Elementary, Bethune Academy, Eastside Elementary, Daniel Jenkins Academy of Technology, and Boone Middle School.

Ridge Technical Center, a full vocational training center, is located 0.50 +/- miles southwest of the proposed annexation area on SR 544, and Polk Community College is located approximately 5.15 +/- miles southwest of the proposed annexation area in Winter Haven.

(c) Haines City Library Services

In 2011 the City of Haines built a new 19,000 sq. ft. public Library valued at \$2,000,000. The Library currently offers over 85,000 publications and services with 135,000+ visitors. Circulation numbers reached approximately 240,000. The Library operates 47 hours per week and is open every day except Sundays and holidays.

(d) Health Care.

The Haines City area is noted for its outstanding health care facilities. The AdventHealth Heart of Florida Hospital, with 193 beds and over 150 Board certified doctors, is one of the leading medical care centers in Central Florida. This 50+ million-dollar facility is experiencing tremendous growth due to the demand of the northeast growth area. The Hospital is located on US Highway 27, and is located 5.50 +/- miles north of the proposed annexation area. Numerous physicians' offices are located in the proximity of the AdventHealth Heart of Florida Hospital.

(e) Fire Protection.

Haines City Fire Department maintains an ISO rating of four (4). The response time to proposed annexation area is approximately five (5) minutes. The Fire Department is composed of 44 fulltime firefighters and provides 24 hour-a-day coverage. The department conducts numerous fire protection services for the Community.

(f) Police Protection.

The Haines City Police Department is located one (1.0) +/- miles north of the proposed annexation area on US 27. The department is located in a modern multi-million-dollar complex. The Haines City Police Department maintains 73 sworn officers and is nationally accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. and is also State accredited.

(g) Solid Waste.

The solid waste will be collected by Republic Services, which has a franchise agreement with the City of Haines City.

(h) Community Services.

Services provided by the City through its Community Services Department will be extended to the area. The services will be in a manner consistent with the provision of such services to the rest of the City. As

development occurs, these services will include maintenance and repair of streets, sidewalks and stormwater drainage facilities, which are dedicated to the City. These services will be funded through the City's General Fund and such funds shall be available through additional revenues received from the subject area.

(i) Other City Services.

Impact of the annexation on various other City services and on the ability to provide such services and the cost of providing such services is insignificant. All City services will be extended to the area on the effective date of annexation, and in the same manner as such services are provided within the remainder of the City. An annual evaluation will be undertaken to determine the necessity of additional manpower and equipment, as development occurs in Haines City.

D. 171.042 Prerequisites to annexation. (1) (c) (2) Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in such municipality for extending water and sewer lines to individual lots or subdivisions.

1. Exhibit 2 indicates the present major trunk water mains and sewer interceptors and outfalls. The City of Haines City has installed 10,300 linear feet of 18" water main and 825 linear feet of 12" water main along Hwy 544 and US 27. The City is currently in the planning process of adding 3,600 linear feet of 16" water main and 5,800 linear feet of sanitary force main within the annexation area.

E. 171.042 Prerequisites to annexation. (1) (c) (3) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service performed within the municipality at the time of annexation.

1. The City of Haines City is in the planning process of the extension of a 16" major trunk water main to complete a loop and a 12" major sewer forcemain to service the area including the proposed annexation area.
2. The City of Haines City intends to provide all Municipal services currently provided to its residents as outlined in this report.

F. 171.042 Prerequisites to annexation. (1) (c) (4) Set forth the method under which the municipality plans to finance extension of services into the area to be annexed.

1. The method of funding any required service extensions to this newly annexed area will not differ from the methods used to fund similar service arrangements within the existing incorporated area. Funding sources for this area will remain the same as they are in the current City budget structure. Specifically, certain services such as police and fire protection, parks and recreation, and street repairs will continue to be paid for through the general fund. Refuse collection, water, and sanitary sewer services will still be operated as enterprise funds, which use customer revenues as funding support.

2. Currently, the City of Haines City provides water and wastewater service to the area north and east of the current City limits. In the past, the City took steps to prepare for service delivery to this area by improving the existing water and wastewater systems. In particular, the City has funded a \$10 million upgrade and expansion to the wastewater plant. It is known with growth the City will need to continue to improve the service delivery to this area. Many of these needs are already addressed in the Capital Improvement Plan for our water and wastewater systems. These improvements will be funded by retained earnings and/or financed through impact fees, grants, State Revolving Loan Fund, and/or bond issues.
3. Generally speaking, water and wastewater services in the City of Haines City are provided on an enterprise fund basis and are funded from revenues derived from rates, fees, and charges collected in accordance with State law. Refuse collection is provided by a privately-owned hauler. Fire service will be funded through the City's general fund and such fund shall be available through additional revenues received from the subject area. Police service will be funded through the City's general fund and such fund shall be available through additional revenues received from the subject area. Community services, recreational services and other city services will be funded through the City's general fund, user fees, and/or grants, which are or shall be available through additional revenues received from the subject area.

G. Compliance with Section 171.043, Florida Statutes – Character of the area to be annexed.

1. The proposed annexation area meets the general standards of subsection (1) and (3) of Section 171.043, Florida Statutes.
2. Section 171.043 (Character of the area to be annexed), states, in part, as follows:

A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

(3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

V. CONCLUSION.

This Urban Services Report sets forth the City of Haines City's plans to provide urban services to the proposed annexation area and demonstrates that these plans are consistent with the requirements of Section 171.0413, 171.042, and 171.043, Florida Statutes.

EXHIBIT 1

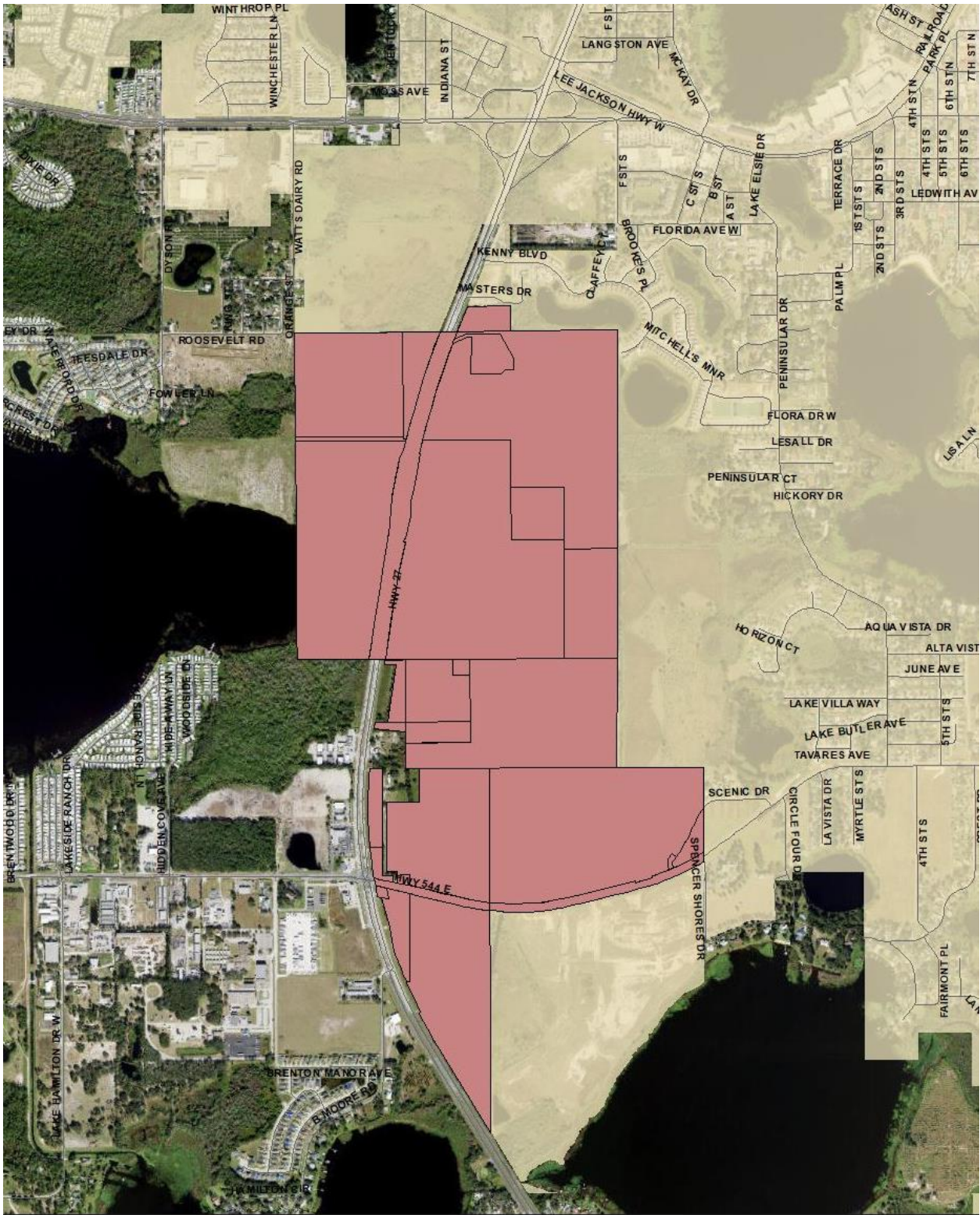


EXHIBIT 2

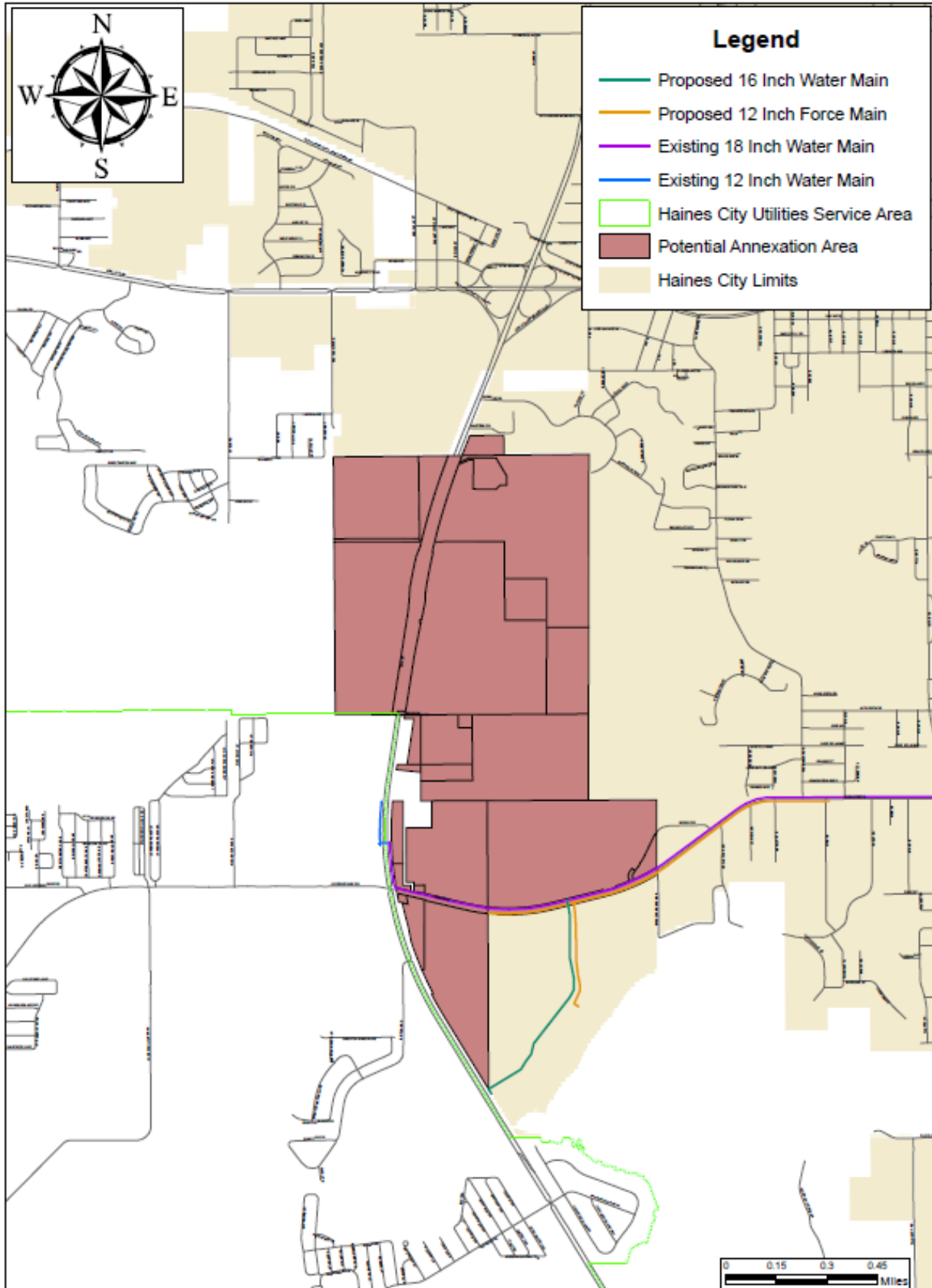


EXHIBIT 3

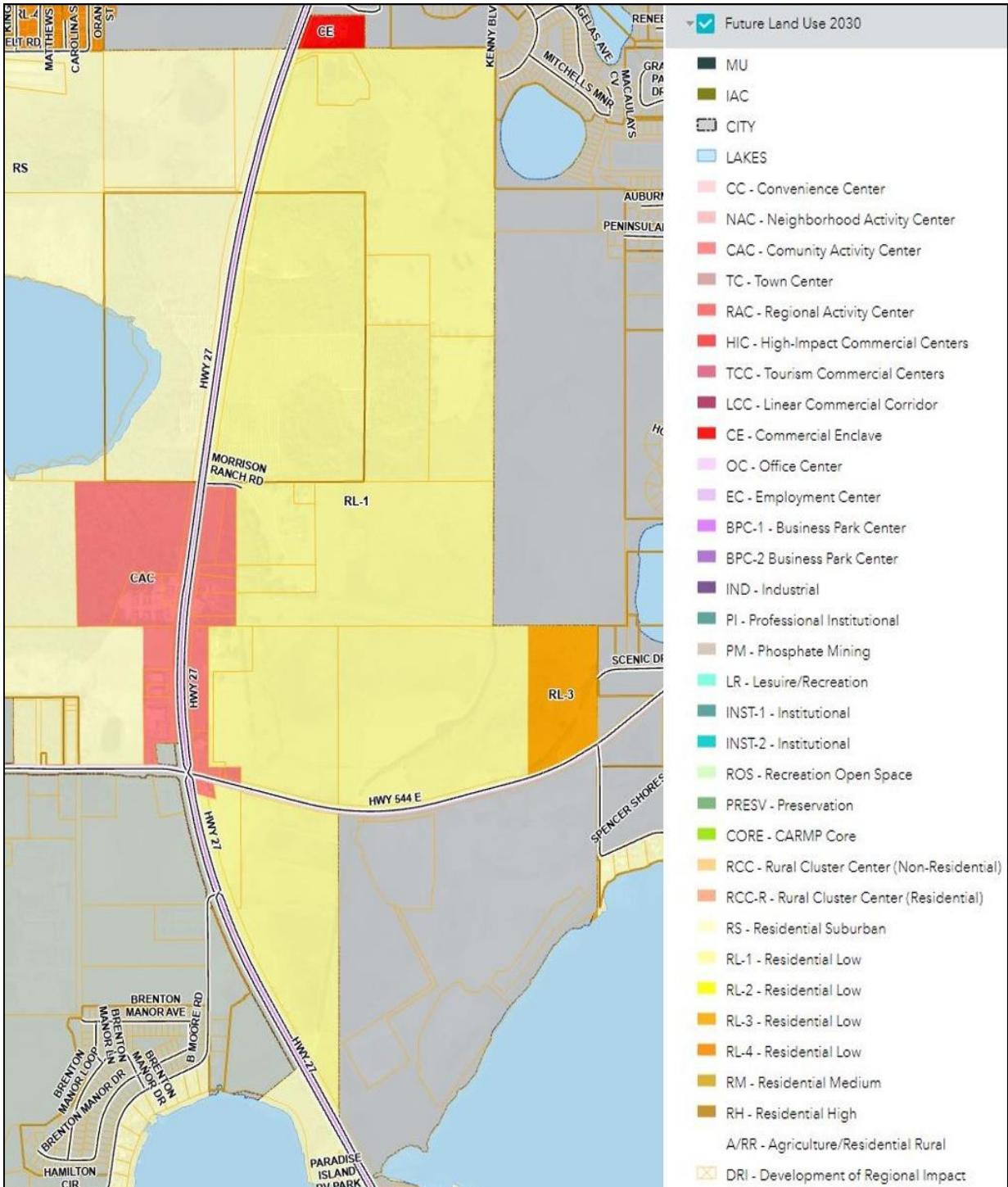
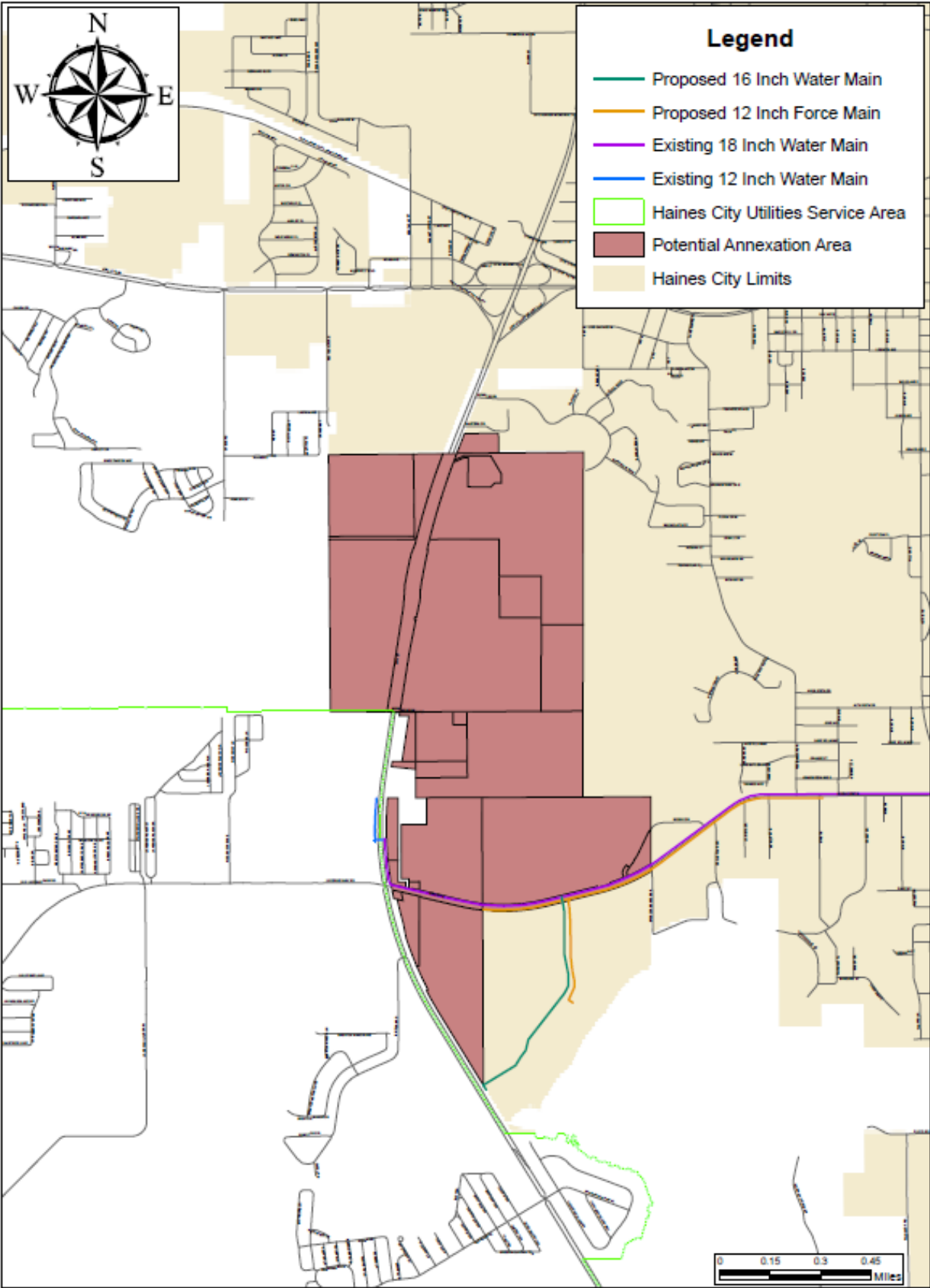


EXHIBIT 4





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
Fred Reilly, City Attorney

Date: December 2, 2024

Subject: Resolution No. 24-1845 Amending Resolution No. 24-1834 – Crosswinds East Phase 1 Final Plat

Executive Summary

Approve a Resolution amending Resolution No. 24-1834 for Crosswinds East Phase 1 Final Plat.

Introduction

The intent of this item is to present a Resolution amending Resolution No. 24-1834 for Crosswinds East Phase 1 Final Plat.

Background

Resolution No. 24-1834 was approved by the City Commission of the City of Haines City on October 21, 2024 and recorded on October 23, 2024 in O. R. Book 13306, Page 1645 of the public records of Polk County, Florida.

It is necessary to amend and clarify several provisions in Resolution No. 24-1834 (which previously approved the Final Plat) and this Resolution, upon approval by the City Commission of the City of Haines City, Florida, shall thereby supersede Resolution No. 24-1834.

Applicable Conditions

Staff recommends approval of this Resolution amending Resolution No. 24-1834 for Crosswinds East Phase 1 Final Plat with the following conditions:

1. Developer has entered into an Infrastructure and Impact Fee Credit Agreement with Polk County regarding Phase 1 of the Powerline Road Extension from South Boulevard to US Highway 17/92. Under this Agreement the off-site improvements required for Phase 1 of Crosswinds East have been met and the Developer shall have five (5) years from the date of the Agreement in which to begin construction of the



HAINES CITY

THE HEART OF FLORIDA

extension of Powerline Road and shall have three (3) years to complete said extension. As additional phases are reviewed and approved, future off-site improvements will be re-evaluated as well.

2. Street trees shall not be removed and shall be stated in the Homeowners' Association documents and any other association documents of the development.

3. Reuse lines shall be installed.

4. The parties acknowledge that in FY 2024/2025, Polk County may be requesting state appropriated funds to construct Phase 2 of Power Line Road which would include the Intersection Improvements. In the event that (i) Polk County is successful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, or (ii) Polk County is unsuccessful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, then the Developer shall proceed with construction of the identified Intersection Improvements listed below (which construction shall commence no later than December 31, 2025) and such Intersection Improvements shall be completed no later than December 31, 2026. The Intersection Improvements shall be to the following intersections:

- i. Power Line Road at Snell Creek Road
- ii. Power Line Road at Carl Boozer Avenue
- iii. Power Line Road at Baker Dairy Road

5. The Final Plat will not be recorded until all road work has been inspected and approved. Original road construction must be approved before the Final Plat will be recorded.

6. In accordance with Section 13.5.5 of the City's Land Development Regulations and this Resolution for the Crosswinds East Phase 1 Final Plat approved by the City Commission at the hearing on this date, (October 17, 2024), the City will not release the Final Plat to the Developer until the Performance Bond or a Cashier's/Certified Check for an amount as approved by the City is received for the improvements that have not yet been completed within Phase 1 of this project.

In the event the Developer fails to provide the Performance Bond or Cashier's/Certified Check in the amount as approved by the City within 90 day after approval of the Crosswinds East Phase 1 Final Plat, the Cost Estimate shall be updated to reflect current material costs and address all improvements not completed.

Further, and for clarification purposes, no Building Permits and/or Certificates of Occupancy shall be issued by the City until the Crosswinds East Phase 1 Final Plat has been fully executed and recorded with the Polk County Clerk of Courts.

7. Approval of the Final Plat does not release the applicant from meeting the requirements of all other applicable sections of Haines City's Land Development Regulations, Code of Ordinances, and Growth Management Plan should an omission be made or revision be needed, and shall be required to be addressed with the Site Construction Plan review.



Organizational Goal(s)

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

Budget Impact

There is no budget impact for fiscal year 2024/2025.

Recommendation

Staff recommends approval of a Resolution amending Resolution No. 24-1834 for Crosswinds East Phase 1 Final Plat.

RESOLUTION NO. 24-XXXX

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA;
GRANTING A FINAL PLAT FOR PHASE 1 OF THE CROSSWINDS
EAST SUBDIVISION LOCATED EAST OF POWERLINE ROAD,
NORTH OF CARL BOOZER AVENUE, AND SOUTH OF SNELL CREEK
ROAD, 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 re-approve the Final Plat for Phase I of the Crosswinds East subdivision, Haines City, FL. 33844.

WHEREAS, Resolution No. 24-1834 (which previously approved the Final Plat) was approved by the City Commission of the City of Haines City on October 21, 2024 and recorded on October 23, 2024 in O. R. Book 13306, Page 1645 of the public records of Polk County, Florida; and

WHEREAS, it is necessary to amend and clarify several provisions in Resolution No. 24-1834 (which previously approved the Final Plat) and this Resolution, upon approval by the City Commission of the City of Haines City, Florida, shall thereby supersede Resolution No. 24-1834.

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

Section 1. Final Plat Granted. The City Commission of the City of Haines City hereby grants approval of the Final Plat for Phase I of the Crosswinds East subdivision according to the following described property located within the City of Haines City, and as more particularly described as:

Legal Descriptions are included in Exhibit A and Parcel Identification numbers are listed below:

272714-739000-010150; 272723-757500-040011; 272714-739000-040012; 272714-739000-040041; 272714-739000-040110; 272723-000000-032002; 272723-000000-032001; 272714739000-040180; 272714-739000-040210; 272714-739000-040281; 272714-739000-040290; 272723-000000-031002; 272723-000000-032003; 272723-000000-032004; 272723-000000031001.

CONTAINING 254.24 ACRES, MORE OR LESS.

Section 2. Conditions of Approval.

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

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 notice.

3. The Final Plat shall be consistent with the design as shown on the preliminary plat dated on or around April 27, 2023, as attached hereto as "Exhibit B" and pursuant to the following conditions:

1. Developer has entered into an Infrastructure and Impact Fee Credit Agreement with Polk County regarding Phase I of the Powerline Road Extension from South Boulevard to US Highway 17/92. Under this Agreement the off-site improvements required for Phase 1 of Crosswinds East have been met and the Developer shall have five (5) years from the date of the Agreement in which to begin construction of the extension of Powerline Road and shall have three (3) years to complete said extension. As additional phases are reviewed and approved, future off-site improvements will be re-evaluated as well.

2. Street trees shall not be removed and shall be stated in the Homeowners' Association documents and any other association documents of the development.

3. Reuse lines shall be installed.

4. The parties acknowledge that in FY 2024/2025, Polk County may be requesting state appropriated funds to construct Phase 2 of Power Line Road which would include the Intersection Improvements. In the event that (i) Polk County is successful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, or (ii) Polk County is unsuccessful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, then the Developer shall proceed with construction of the identified Intersection Improvements listed below (which construction shall commence no later than December 31, 2025) and such Intersection Improvements shall be completed no later than December 31, 2026. The Intersection Improvements shall be to the following intersections:

i. Power Line Road at Snell Creek Road

ii. Power Line Road at Carl Boozer Avenue

iii. Power Line Road at Baker Dairy Road

5. The Final Plat will not be recorded until all road work has been inspected and approved. Original road construction must be approved before the Final Plat will be recorded.

6. In accordance with Section 13.5.5 of the City's Land Development Regulations and this Resolution for the Crosswinds East Phase I Final Plat approved by the City Commission at the hearing on this date, (October 17, 2024), the City will not release the Final Plat to the Developer until the Performance Bond or a Cashier's/Certified Check for

an amount as approved by the City is received for the improvements that have not yet been completed within Phase 1 of this project.

In the event, the Developer fails to provide the Performance Bond or Cashier's/Certified Check in the amount as approved by the City within 90 day after approval of the Crosswinds East Phase 1 Final Plat, the Cost Estimate shall be updated to reflect current material costs and address all improvements not completed.

Further, and for clarification purposes, no Building Permits and/or Certificates of Occupancy shall be issued by the City until the Crosswinds East Phase I Final Plat has been fully executed and recorded with the Polk County Clerk of Courts.

7. Approval of the Final Plat does not release the applicant from meeting the requirements of all other applicable section of Haines City's Land Development Regulations, Code of Ordinances, and Growth Management Plan should an omission be made or revision be needed, and shall be required to be addressed with the Site Construction Plan review.

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 a Final Plat was submitted on or around June 21, 2024.
3. Based on the evidence in the record, it is hereby found that the proposed final plat 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 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 in regular session of the City Commission of Haines City, Florida, this 2nd day of December, 2024.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit A

Phase 1 Final Plat (15 Parcels)

Parcel ID and Legal Descriptions

PARCEL 272714-739000-010150 (PER OR BK 11905 PGS 1828)

TRACTS 6 THROUGH 12 (INCLUSIVE), TRACTS 16 THROUGH 21 (INCLUSIVE), AND TRACTS 28 THROUGH 32 (INCLUSIVE) IN THE NW 1/4; TRACTS 15 AND 16 IN THE NE 1/4; AND TRACTS 1 THROUGH 6 (INCLUSIVE) IN THE SW 1/4, ALL IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS A STRIP OF LAND OFF THE WEST SIDE OF SAID TRACTS 16, 17, AND 32 IN THE NW 1/4 AND OFF THE WEST SIDE OF SAID TRACT 1 IN THE SW 1/4, AS DESCRIBED IN WARRANTY DEED FROM JULIA A. GLASS, JOINED BY HER HUSBAND, KNOX GLASS, JR., TO POLK COUNTY, A POLITICAL SUBDIVISION, DATED JULY 23, 1970, FILED AUGUST 14, 1970, RECORDED IN O.R. BOOK 1303, PAGE 928, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 272723-757500-040011 AND PARCEL 272714-739000-040012 (PER OR BK 11906 PGS 850)

TRACTS 1 AND 2 IN TH SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, LESS AND EXCEPT POWER LINE ROAD RIGHT-OF-WAY AND LESS BAKER DAIRY ROAD RIGHT-OF-WAY AND LESS THE NORTH 200 FEET OF THE WEST 215 FEET OF TRACT 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 272714-739000-040041 (PER OR BK 11907 PGS 0228-0230)

A PARCEL OF LAND LYING IN LOTS AND 5, OF MAP OF FLORIDA DEVELOPMENT CO. TRACT OF SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, N.89°47'05"E., A DISTANCE OF 1001.09 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 4; THENCE ALONG NORTHERLY EXTENSION AND SAID WEST LINE OF LOT 4, S.00°03'58"E., A DISTANCE OF 125.45 FEET TO THE NORTH LINE OF SOUTH 529.85 FEET OF SAID LOTS 4 AND 5 SAID POINT ALSO BEING POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE, N.89°54'10 "E., A DISTANCE OF 657.49 FEET TO THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE, S.00°06'35"E., A DISTANCE OF 529.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THECE ALONG THE SOUTH LINE OF SAID LOTS 4 AND 5, S.89°51'10"W., A DISTANCE OF 657.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, N.00°03'58"W., A DISTANCE OF 529.85 FEET TO THE POINT OF BEGINNING. CONTAINING 8.00 ACRES, MORE OR LESS.

Parcel 272714-739000-040110 (PER OR BK 11905 PGS 1077)

TRACTS 11,12, 13, FLORIDA DEVELOPMENT CO. TRACT, IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC - POWERLINE ROAD #3, PREPARED BY MCVAY-WOOD ASSOCIATES, DATED JUNE 27, 2005.

PARCEL 272714-739000-040180 (PER OR BK 11905 PG 1043)

TRACTS 18, 19, AND 20 IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 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 A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006.

PARCEL 272714-739000-040210 (PER OR BK 11159 PG 2251-2254)

TRACTS 21, 22, 27, AND 28 IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 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, LESS THE SOUTH 40 FEET OF TRACTS 27 AND 28 FOR CARL BOOZER ROAD AND LESS THE WEST 73 FEET OF TRACT 28, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC - POWERLINE ROAD #3, PREPARED BY MCVAY-WOOD ASSOCIATES, DATED JUNE 27, 2005.

PARCEL 272714-739000-040281 AND 272714-739000-040290 (PER OR BK 11906 PG 844)

THE WEST 73 FEET OF TRACT 28, AND TRACTS 29, 30, 31 AND 32, LESS THE WEST 30 FEET OF LOT 32 AND LESS THE SOUTH 40 FEET OF LOTS 29, 30, 31, AND 32 , ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, 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 A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006

PARCEL 272723-000000-031002 (PER OR BK 11906 PGS 1077)

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS RIGHT OF WAY FOR CARL BOOZER ROAD

PARCEL 272723-000000-031001 (PER OR BK 11905 PGS 2263-2267)

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 272723-000000-032004 - (PER OR BK 11880 PGS 386)

THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY FOR BAKER DAIRY ROAD.

PARCEL 272723-000000-032003 - (PER OR BK 11906 PGS 844)

THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-032002 (PER OR BK 11905 PGS 1077)

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-032001(PER OR BK 11905 PGS 1077)

THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

Exhibit B

CROSSWINDS EAST PHASE 1

A REPLAT OF A PORTION OF MAP OF FLORIDA DEVELOPMENT CO. TRACT, RECORDED IN PLAT BOOK 3, PAGES 60-63, AND A PORTION OF REPLAT OF LAKEWOOD HEIGHTS, RECORDED IN PLAT BOOK 26, PAGE 15, BOTH OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTIONS 14 & 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, CITY OF HAINES CITY, POLK COUNTY, FLORIDA

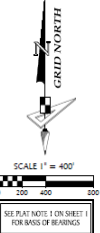
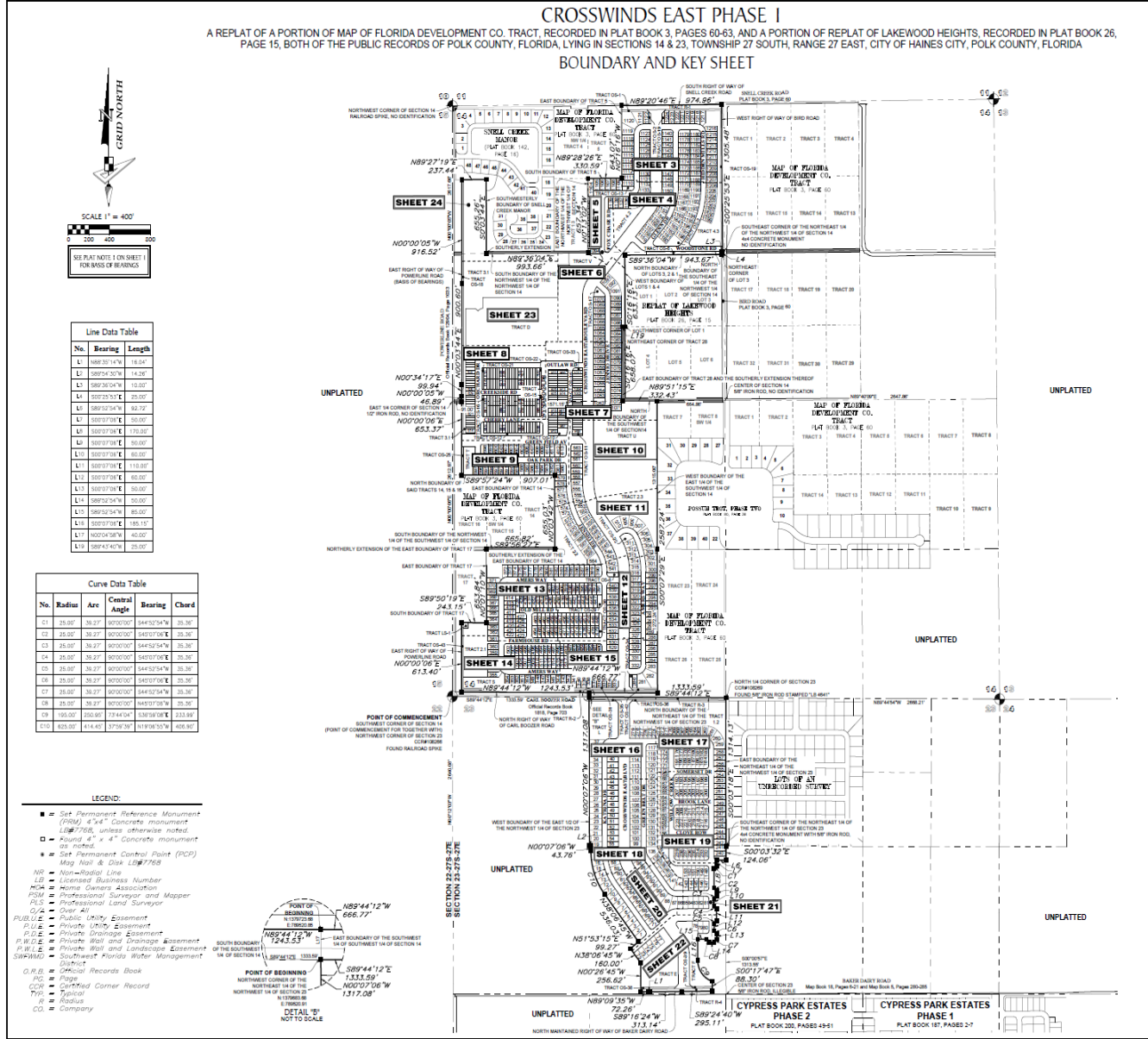
BOUNDARY AND KEY SHEET

PLAT BOOK PAGE NO.

SHEET 2 OF 24 SHEETS

TRACT DESIGNATION TABLE

TRACT	USAGE	ACRE
01	ADDITIONAL RIGHT-OF-WAY	30.00
02	ADDITIONAL RIGHT-OF-WAY	36.96
03	ADDITIONAL RIGHT-OF-WAY	28.93
04	ADDITIONAL RIGHT-OF-WAY	32.60
1	LANDSCAPE & CHANGING AREA	226.78
2.1	LANDSCAPE & CHANGING AREA	118.81
2.2	LANDSCAPE & CHANGING AREA	197.20
2.3	LANDSCAPE & CHANGING AREA	128.83
3.1	LANDSCAPE & CHANGING AREA	146.70
4.1	LANDSCAPE & CHANGING AREA	103.89
4.2	LANDSCAPE & CHANGING AREA	108.47
4.3	LANDSCAPE & CHANGING AREA	175.89
D	FUTURE DEVELOPMENT AREA	175.89
E	RECREATION PARK AREA	102.09
F	RECREATION PARK AREA	108.47
K	RECREATION PARK AREA	232.08
L	RECREATION PARK AREA	98.90
M	RECREATION PARK AREA	41.87
N	RECREATION PARK AREA	26.76
0	RECREATION PARK AREA	381.70
V	RECREATION PARK AREA	41.86
13.1	LIFT STATION	2.48
00.1	LANDSCAPE BUFFER & OPEN SPACE AREA	3.02
00.2	LANDSCAPE BUFFER & OPEN SPACE AREA	2.26
00.3	LANDSCAPE BUFFER & OPEN SPACE AREA	16.00
00.4	LANDSCAPE BUFFER & OPEN SPACE AREA	17.76
00.5	LANDSCAPE BUFFER & OPEN SPACE AREA	7.62
00.6	LANDSCAPE BUFFER & OPEN SPACE AREA	1.80
00.7	LANDSCAPE BUFFER & OPEN SPACE AREA	16.27
00.8	LANDSCAPE BUFFER & OPEN SPACE AREA	1.88
00.9	LANDSCAPE BUFFER & OPEN SPACE AREA	3.01
00.10	LANDSCAPE BUFFER & OPEN SPACE AREA	6.18
00.11	LANDSCAPE BUFFER & OPEN SPACE AREA	10.62
00.12	LANDSCAPE BUFFER & OPEN SPACE AREA	2.73
00.13	LANDSCAPE BUFFER & OPEN SPACE AREA	3.01
00.14	LANDSCAPE BUFFER & OPEN SPACE AREA	3.01
00.15	LANDSCAPE BUFFER & OPEN SPACE AREA	3.79
00.16	LANDSCAPE BUFFER & OPEN SPACE AREA	6.38
00.17	LANDSCAPE BUFFER & OPEN SPACE AREA	10.46
00.18	LANDSCAPE BUFFER & OPEN SPACE AREA	2.16
00.19	LANDSCAPE BUFFER & OPEN SPACE AREA	8.04
00.20	LANDSCAPE BUFFER & OPEN SPACE AREA	3.87
00.21	LANDSCAPE BUFFER & OPEN SPACE AREA	10.88
00.22	LANDSCAPE BUFFER & OPEN SPACE AREA	7.04
00.23	LANDSCAPE BUFFER & OPEN SPACE AREA	4.93
00.24	LANDSCAPE BUFFER & OPEN SPACE AREA	5.63
00.25	LANDSCAPE BUFFER & OPEN SPACE AREA	11.19



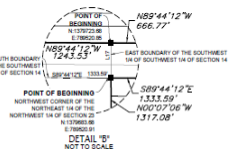
Line Data Table

No.	Bearing	Length
L1	N89°51'14"W	14.04
L2	S89°54'30"W	14.26
L3	S89°36'04"W	10.07
L4	S89°23'52"E	25.00
L5	S89°04'34"E	42.72
L6	N00°07'08"E	50.00
L7	N00°07'08"E	176.00
L8	N00°07'08"E	85.00
L9	N00°07'08"E	85.00
L10	N00°07'08"E	113.83
L11	N00°07'08"E	45.00
L12	N00°07'08"E	50.00
L13	S89°52'54"W	85.00
L14	S89°52'54"W	85.00
L15	S89°07'08"E	185.10
L16	N00°06'58"W	40.00
L17	S89°44'12"E	666.77

Curve Data Table

No.	Radius	Arc	Central Angle	Bearing	Chord
C1	25.00'	30.27'	80°00'00"	S44°52'54"W	35.38'
C2	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C3	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C4	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C5	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C6	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C7	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C8	25.00'	30.27'	80°00'00"	S49°07'04"E	35.38'
C9	75.00'	250.96'	77°14'54"	S39°09'01"E	233.94'
C10	820.00'	414.40'	37°09'30"	N11°09'30"E	408.90'

- #### LEGEND:
- = Set Permanent Reference Monument (SRM) 4"x4" Concrete monument LBS#7768, unless otherwise noted.
 - = Round 4" x 4" Concrete monument see notes.
 - = Set Permanent Control Point (PCP) Map Note & Data LBS#7768
 - NR = Non-Radial Line
 - LB = Licensed Business Number
 - MC = Home Owners Association
 - PSM = Professional Surveyor and Mapper
 - PLS = Professional Land Surveyor
 - O/A = Over All
 - Pub. U. = Public Utility Easement
 - P.U.E. = Private Utility Easement
 - P.W.D.E. = Private Wall and Drainage Easement
 - P.W.L.E. = Private Wall and Landscape Easement
 - SWP(M) = Southwest Florida Water Management District
 - O.R.B. = Official Records Book
 - PG = Page
 - CCP = Certified Corner Record
 - TR = Typical
 - R = Radius
 - CO = Company





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
Fred Reilly, City Attorney

Date: December 2, 2024

Subject: Resolution No. 24-1844 Infrastructure Agreement for Powerline Road Intersection Improvements

Executive Summary

Approve the Infrastructure Agreement for Powerline Road Intersection Improvements.
Staff Contact: Richard Greenwood, Development Services Director
Fred Reilly, City Attorney

Introduction

The intent of this item is to approve the Infrastructure Agreement for Powerline Road Intersection Improvements (the “Agreement”) with GLK Real Estate, LLC (“Developer”) for transportation improvements.

Background

The Developer is the owner of certain real property commonly referred to as “Crosswinds East” located in Haines City, Florida, which is adjacent to and has access to Power Line Road (the “Road”). The Project is currently situated within the boundaries of Haines City.

The Project is located adjacent to the Road which is a roadway under the jurisdiction of Polk County, Florida.

GLK Real Estate, LLC or any other identified entity that would be the developer through purchase of said project, propose to design, permit and construct the intersection improvements as warranted by the development and identified in the current Traffic Study Produced by Raysor Transportation Consulting (hereinafter referred to as the “Intersection Improvements”). Below are the three identified intersections:

1. Power Line Road at Snell Creek Road;



HAINES CITY

THE HEART OF FLORIDA

2. Power Line Road at Carl Boozer Avenue; and
3. Power Line Road at Baker Dairy Road

The Developer has advised the City that Polk County may be requesting state appropriated funds to construct Phase 2 of Power Line Road which would include the above identified Intersection Improvements. In the event that Polk County is unsuccessful in acquiring the funding from the 2025 State of Florida Legislative Session, then the Developer proposes to commence the construction of development related improvements at the intersections identified above. In addition, if Polk County receives the required funding from the State of Florida, but the funding is delayed for an extended period of time, then the Developer will proceed with construction of the identified Intersection Improvements listed above.

The proposal by the Developer, if acceptable to the City, will allow all of the lots being developed in Crosswinds East Phases 1A, 1B, 1C and 2C (1,445 residential units, consisting of 1,007 single family residences and 438 townhomes) to be approved for building residential units with building permits and Certificate of Occupancy, providing the builder constructs the homes according to the current building codes and receives a final inspection from the local building department and complies with all other local land development regulations.

The City Commission of the City of Haines City has approved 1,223 residential units for the Crosswinds East project (located within Phases 1A, 1B, 1C) which require access to the Road by passage of Resolution No. 24-1834 as recorded in the public records of Polk County, Florida on October 23, 2024. Resolution No. 24-1834 included the following conditions which are relevant to the Developer's offsite improvements regarding Phase 1 of the Power Line Road Extension (collectively referred to as the "Resolution No. 24-1834 Roadway Improvement Conditions"):

"1. Developer has entered into an Infrastructure and Impact Fee Credit Agreement with Polk County regarding Phase 1 of the Powerline Road Extension from South Boulevard to US Highway 17/92. Under this Agreement the off-site improvements required for Phase 1 of Crosswinds East have been met and the Developer shall have five (5) years from the date of the Agreement in which to begin construction of the extension of Powerline Road and shall have three (3) years to complete said extension. As additional phases are reviewed and approved, future off-site improvements will be re-evaluated as well.

4. A revised traffic analysis has been provided with regards to Phase 1. In the event that (i) Polk County is successful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, or (ii) Polk County is unsuccessful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, then the Developer shall proceed with construction of the identified Intersection Improvements listed above (which construction shall commence no later than December 31, 2025) and such Intersection Improvements shall be completed no later than December 31, 2026.

a. Baker Dairy Road and Powerline Road – Add northbound turn lane, southbound turn lane and westbound turn lane;



b. Carl Boozer Road and Powerline Road – Add northbound turn lane, Southbound turn lane and westbound turn lane.

Further, the following road improvements shall be constructed to City standards at the time the intersection improvements, which are stated herein, are constructed. They are:

- a. Baker Dairy Road from Powerline Road to the most eastern end of the project.
- b. Carl Boozer Road from Powerline Road to the entrance of the project.

With regard to the Snell Creek Road turn lane improvements, addition of a northbound turn lane, southbound turn lane, eastbound turn land and westbound turn lane, would be needed by 2030. However, if the Snell Creek Road connection is made earlier than the buildout of the project, the City shall have the ability to require the improvements at Snell Creek Road.”

The Developer entered into an Infrastructure and Impact Fee Credit Agreement for the Power Line Road – Northern Extension Phase 1, as recorded in the public records of Polk County, Florida on March 9, 2023 (the “Phase 1 Infrastructure Agreement”).

Due to the Phase 1 Infrastructure Agreement, 785 single family residential units and 438 multifamily residential units in Phase 1 of the Crosswinds East project have transportation concurrency and 603 single family residential units in Phase 2 of the Crosswinds East project have transportation concurrency.

The City Commission of the City of Haines City has not yet approved the Final Plat for Phase 2C of the Crosswinds East project which requires access to the Road.

The Developer and the City desire to enter into this Agreement to establish the respective rights and obligations of the Parties, in accordance with the terms and conditions of this Agreement.

The City staff recommends that it is in the interest of the public health, safety and welfare for the City to facilitate the construction of the Power Line Road Intersection Improvements.

Organizational Goal(s)

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

Budget Impact

There is no budget impact to the City as a result of the Agreement.

Recommendation

Staff recommends approve the Infrastructure Agreement for Powerline Road Intersection Improvements with GLK Real Estate, LLC for transportation improvements.

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA, PROVIDING FOR THE INFRASTRUCTURE AGREEMENT FOR POWER LINE INTERSECTION IMPROVEMENTS WITH GLK REAL ESTATE, LLC; PROVIDING FOR FINDINGS; PROVIDING AUTHORITY TO RATIFY, EXECUTE AND DELIVERY OF THE INFRASTRUCTURE AGREEMENT FOR POWER LINE INTERSECTION IMPROVEMENTS; PROVIDING FOR GENERAL AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, GLK REAL, LLC, a Florida limited liability company, the address of which is 346 E Central Avenue, Winter Haven, FL 33880, (hereinafter referred to as the “Developer”) owns real property located adjacent to Power Line Road, Haines City, Florida; and

WHEREAS, the Developer desires to enter into the proposed Infrastructure Agreement for Power Line Road Intersection Improvements (the “Agreement”) with the City of Haines City (“City”); and

WHEREAS, the Agreement is attached hereto, and

WHEREAS, the terms and conditions of the Agreement have been negotiated by the City Attorney and the representatives of the Developer.

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

Section 1. Findings. It is ascertained, determined and declared that:

- (a) The Developer is authorized to enter into the Agreement.
- (b) The CITY is authorized and willing to plan for, in accordance with the provisions and stipulations set forth in the Agreement, and in accordance with all applicable laws, transportation improvements, and to accept and maintain transportation improvements constructed by the Developer for the benefit of the City of Haines City.

(c) The City is authorized to enter into the Agreement which substantially benefits the City in carrying out its Comprehensive Plan objectives and its capital improvement planning program to provide certainty in planning and scheduling public facilities projects to serve not only the Developer, but all the citizens of the City of Haines City.

(d) Approval of the execution of the Agreement is in the best interests of the citizens of the City of Haines City and for the benefit of the City of Haines City.

Section 2. Authorization to Approve Execution and Delivery of the Agreement. The Agreement attached hereto is hereby approved and authorized. The Mayor is hereby authorized to execute the Agreement and deliver the same to the Developer.

Section 3. General Authority. The Mayor, the City Clerk, City Attorney and other agents and employees of the City are hereby authorized to do all acts and things required by them by this Resolution and in complete performance of all the terms and covenants and agreements contained in the Agreement, and they are hereby authorized to execute and deliver all documents which are reasonably required to effectuate the transaction described therein. The City Clerk is authorized to attest and affix the official seal of the City of Haines City to the Agreement for and on behalf of the City.

Section 4. Effective Date. This Resolution shall become effective immediately upon passage by the City Commission of the City of Haines City.

PASSED and APPROVED on first reading in regular session of the City Commission of the City of Haines City, Florida, this 21st day of November, 2024.

CITY OF HAINES CITY, FLORIDA

Omar Arroyo, Mayor-Commissioner

ATTEST:

Sharon Lauther, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

**INFRASTRUCTURE AGREEMENT
FOR
POWER LINE ROAD INTERSECTION IMPROVEMENTS**

This **INFRASTRUCTURE AGREEMENT FOR POWER LINE ROAD INTERSECTION IMPROVEMENTS** (hereinafter referred to as the “**Agreement**”) is made and entered into on the Effective Date (as defined in Section 7 below), by and between GLK Real Estate, LLC, a Florida limited liability company, whose address is 346 E. Central Avenue, Winter Haven, FL 33880 (hereinafter referred to as “**Developer**”), its successors in title and assigns, and the CITY OF HAINES CITY, a municipal corporation duly enacted under the laws of the State of Florida, whose address is 620 East Main Street, Haines City, FL 33844 (hereinafter referred to as “**Haines City**”), Developer and Haines City are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH

WHEREAS, Power Line Road (hereinafter referred to as “**Road**”) is a public roadway owned and maintained by Polk County, Florida for public use; and

WHEREAS, the Developer is the owner of certain real property commonly referred to as “Crosswinds East” located in Haines City, Florida, legally described on the attached Exhibit “A” (the “**Project**”), which is adjacent to and has access to the Road;

WHEREAS, the Project is currently situated within the boundaries of Haines City; and

WHEREAS, the Project is located adjacent to the Road which is a roadway under the jurisdiction of Polk County, Florida; and

WHEREAS, GLK Real Estate, LLC or any other identified entity that would be the developer through purchase of said project, propose to design, permit and construct the intersection improvements as warranted by the development and identified in the current Traffic Study Produced by Raysor Transportation Consulting (hereinafter referred to as the “Intersection Improvements”). Below are the three identified intersections:

1. Power Line Road at Snell Creek Road;
2. Power Line Road at Carl Boozer Avenue; and
3. Power Line Road at Baker Dairy Road

The Developer has advised the City that Polk County may be requesting state appropriated funds to construct Phase 2 of Power Line Road which would include the above identified Intersection Improvements. In the event that Polk County is unsuccessful in acquiring the funding from the

2025 State of Florida Legislative Session, then the Developer proposes to commence the construction of development related improvements at the intersections identified above. In addition, if Polk County receives the required funding from the State of Florida, but the funding is delayed for an extended period of time, then the Developer will proceed with construction of the identified Intersection Improvements listed above in accordance with the timeframes laid out in this Agreement; and

WHEREAS, the proposal by the Developer, if acceptable to the City, will allow all of the lots being developed in Crosswinds East Phases 1A, 1B, 1C and 2C (1,445 residential units, consisting of 1,007 single family residences and 438 townhomes) to be approved for building residential units with building permits and Certificate of Occupancy, providing the builder constructs the homes according to the current building codes and receives a final inspection from the local building department and complies with all other local land development regulations; and

WHEREAS, the City Commission of the City of Haines City has approved 1,223 residential units for the Crosswinds East project (located within Phases 1A, 1B, 1C) which require access to the Road by passage of Resolution No. 24-1834 as recorded in the public records of Polk County, Florida on October 23, 2024;

WHEREAS, the City Commission of the City of Haines City has not yet approved the Final Plat for Phase 2C of the Crosswinds East project which requires access to the Road; and

WHEREAS, the Developer proposes to construct certain Intersection Improvements to the Polk County road system as described on Exhibit “A” which will provide access to the Project from the Road; and

WHEREAS, Developer with other landowners and Polk County are parties to that Infrastructure and Impact Fee Credit Agreement for the Power Line Road – Northern Extension Phase 1, as recorded in O.R. Book 12609, Page 1457, of the public records of Polk County, Florida on March 9, 2023 (the “**Phase 1 Infrastructure Agreement**”); and

WHEREAS, due to the Phase 1 Infrastructure Agreement, 785 single family residential units and 438 multifamily residential units in Phase 1 of the Crosswinds East project have transportation concurrency and 603 single family residential units in Phase 2 of the Crosswinds East project have transportation concurrency; and

WHEREAS, Haines City laws and policies governing access to the City road system at the time of the execution of this Agreement are referenced in the City of Haines City Land Development Regulations (“**LDR**”); and

WHEREAS, the Parties desire to enter into this Agreement to (i) establish the respective rights and obligations of the Developer and Haines City in accordance with the terms and conditions of this Agreement, and (ii) to provide clarity concerning the Developer’s obligations to fund, design, and construct the Intersection Improvements necessary for the City to subsequently approve building permits and Certificates of Occupancy for the Crosswinds East project.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

RECITALS AND AGREEMENT CONDITIONS

1. **Recitals**

The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.

2. **Design and Construction**

The Parties agree that the Developer shall design, permit and construct the Intersection Improvements to the Polk County road system which will provide access to the Project (the “**Improvements**”), all in accordance with Polk County standards, Polk County Land Development Regulations, including applicable underground utilities; electric, telephone and similar services set forth in the Administration and Procedures Manual of the Land Development Regulations. The Developer shall pay all design, permit and construction costs whatsoever in relation to the construction of the Intersection Improvements

The Parties agree that the proposed construction of the Intersection Improvements meets the objectives of Polk County Improvements Program or Comprehensive Plan for identified roadway capacity needs. The parties acknowledge that Polk County will review and approve construction plans for the Intersection Improvements, which are set forth in this Agreement and which do not include any offsite utilities. The Intersection Improvements shall include the following:

- A. Construct the Intersection Improvements, including, without limitation, all associated infrastructure, roadways, drainage, sidewalks, utility relocations and landscaping.
- B. The Developer, at the Developer’s expense subject to waiver of permit fees or reimbursement, if and as applicable, shall apply for and obtain all regulatory permits for the Intersection Improvements as required by Polk County and the Southwest Florida Water Management District. Copies of these permits shall be provided to the City.
- C. All construction activities will be inspected by Polk County prior to acceptance and ownership of the Segment Improvements by Polk County.

3. **Funding.**

The parties acknowledge that in FY 2024/2025, Polk County may be requesting state appropriated funds to construct Phase 2 of Power Line Road which would include the Intersection Improvements. In the event that (i) Polk County is successful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, or (ii) Polk County is unsuccessful in acquiring the funding from the 2025 State of Florida Legislative Session for the construction of Phase 2 of Power Line Road, then

the Developer shall proceed with construction of the identified Intersection Improvements listed above (which construction shall commence no later than December 31, 2025) and such Intersection Improvements shall be completed no later than December 31, 2026.

4. **Changes to Scope of Intersection Improvements.** The Parties expressly acknowledge and agree that any proposed material modification, revision or addition to the scope of the Intersection Improvements (as set forth herein) shall be at the sole cost and obligation of the Developer. The Parties expressly acknowledge and agree that the City shall not have any cost or obligation whatsoever in relation to the Intersection Improvements or any change order cost related to the Intersection Improvements.
5. **Additional Conditions.** The parties acknowledge and agree that the Developer shall be obligated to seek further approvals from the City Commission of the City of Haines City concerning Phase 2C of the Crosswinds East project which requires access to the Road (i.e., a Final Plat for Phase 2C) before the Developer can request building permits and Certificates of Occupancy from the City for lots within Phase 2C of the Crosswinds East project.

6. **Notices**

Whenever either Party desires to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United State mail, postage prepaid with return receipt requested, (iii) via nationally recognized overnight delivery service, or (iv) by email, and addressed to the Party whom it is intended pursuant to the notice information set forth herein or the place last specified by each Party in accordance with this Notices provision. Any notice, request, demand, tender or other communication under this Agreement shall be in writing and addressed for each party to the address set forth below, and shall be deemed to have been duly given (i) at the time and on the date when personally delivered, (ii) upon delivery if deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, (iii) upon being deposited with a nationally recognized commercial courier for next day delivery, or (iv) at the time and date when the transmission was sent if delivered by electronic mail if transmitted before 4:30 p.m. ET on a business day, or the following business day if transmitted after 4:30 p.m. ET on a business day or not on a business day.

6.1 **Notice to HAINES CITY shall be:**

City of Haines City
300 North 5th Street
Haines City. FL 33844
Attn: Public Works
James.Keene@hainescity.com

City of Haines City
620 E. Main Street
Haines City, FL 33844
Attn: Development Services
Richard.Greenwood@hainescity.com

With a copy to:
Reilly International Law Firm, P.A.
PO Box 2039
Haines City, FL 33845
Attn: Fred Reilly
fredreilly@attorney-solicitor.com

Notice to the Developer

GLK Real Estate, LLC
Rennie Heath
346 E. Central Avenue
Winter Haven, FL 33880
rheath@heathfl.com

With a copy to:
Richard Straughn, Esquire
Straughn & Turner, P.A.
255 Magnolia Ave SW
Winter Haven, FL 33880-2902
rstraughn@straughnturner.com

7. **Effective Date**

The Effective Date of this Agreement shall be the date in which Haines City executes this Agreement.

8. **Default and Remedy**

If either Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement, without limitation, any amounts due to such Party under this Agreement.

9. **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NON-PERFORMANCE OR BREACH OF THIS CONTRACT BY CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. NOTHING CONTAINED IN THIS PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT IS IN ANY WAY INTENDED EITHER TO BE A WAIVER OF THE LIMITATION PLACED UPON THE CITY'S LIABILITY AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, OR TO EXTEND THE CITY'S LIABILITY BEYOND THE LIMITS ESTABLISHED IN SAID SECTION 768.28; AND NO CLAIM OR AWARD AGAINST THE CITY SHALL INCLUDE ATTORNEY'S FEES, INVESTIGATIVE COSTS, EXPERT FEES, SUIT COST OR PRE-JUDGEMENT INTEREST.

10. **Indemnification**

The Developer shall indemnify, defend (by counsel reasonably acceptable to Haines City), protect and hold harmless Haines City and its officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from the design, permitting and installation of the Segment Improvements that are caused in whole or in part by an act or omission of the Developer, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

11. **Recordation**

Within fourteen (14) days after the Parties execute this Agreement, Haines City shall record this Agreement in the Public Records of Polk County, Florida. If this Agreement is amended, canceled, modified, or extended, Haines City shall also record a fully executed amendment or modification to this Agreement in the public records of Polk County, Florida.

12. **Modification**

This Agreement may only be modified by a written amendment or modification fully and properly executed by the Parties. No oral modifications will be effective or binding.

13. **Integration**

This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein.

14. **Counterparts**

This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

15. **Attachments**

All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

16. **Pre-Suit Mediation.** Disputes arising under this Agreement must first be mediated by Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The Parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either Party in writing. The mediator shall be agreed upon between the Parties. But, if the Parties are unwilling or unable to agree to a mediator, each Party shall recommend a mediator and the two recommended mediators shall designate a mediator for the mediation. The Parties agree to mediate in good faith, be bound by any mediation settlement agreement (if a settlement is reached), pay mediator fees promptly and share them on an

equal basis unless otherwise agreed upon by the Parties. Litigation may not be commenced until after mediation has been declared an impasse by the mediator without a mediation settlement agreement. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

17. **Litigation and Attorney's Fees.** The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, of enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida. In the event either Party to this Agreement should bring suit to enforce or interpret any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal's fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

18. **Governing Law**

This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Haines City, but not limited to the Haines City Comprehensive Plan, Land Development Regulations and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement.

19. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

20. **Days**

The term days in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

21. **Severability**

If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

22. **Public Records**

In accordance with Section 119.0701, Florida Statutes, Developer (referred to as the "Contractor" for purposes of this paragraph) agrees to comply with the following public record laws:

- a) The Contractor acknowledges Haines City obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that

the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) Keep and maintain public records required by Haines City to perform the services required under this Agreement;
 - 2) Upon request from Haines City's Custodian of Public Records or his/her designee, provide Haines City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to Haines City; and
 - 4) Upon completion of this Agreement, transfer, at no cost, to Haines City all public records in possession of the Contractor or keep and maintain public records required by Haines City to perform the service. If the Contractor transfers all public records to Haines City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and shall thereafter be relieved of any further obligation with respect to such public records that have been transferred to Haines City. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Haines City, upon request from Haines City's Custodian of Public Records, in a format that is compatible with the information technology systems of Haines City.
- c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT HAINES CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT:

CITY OF HAINES CITY
620 EAST MAIN STREET
HAINES CITY, FL 33844
ATTN: ERICA ANDERSON

TELEPHONE: 863-421-9921

EMAIL: slauther@hainescity.com

[Signature Blocks on Following Pages]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

ATTEST:

City of Haines City, Florida
a Florida municipal corporation

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

Approved As To Form And Legality:

Fred Reilly, City Attorney
Date: _____, 2024

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Omar Arroyo, Mayor-Commissioner and Sharon Lauther on behalf of the City of Haines City, a Florida municipal corporation, who are personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public – State of Florida

Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered in the

GLK Real Estate, LLC
A Florida limited liability company

Presence of:

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____, of GLK Real Estate, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public – State of Florida

Print Name: _____

My Commission Expires: _____

Exhibit "A"
"Project Legal Description"

DESCRIPTION:

A portion of MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63, and a portion of REPLAT OF LAKEWOOD HEIGHTS, according to the map or plat thereof, recorded in Plat Book 26, Page 15, both of the Public Records of Polk County, Florida, lying in Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 14, run thence along the South boundary of the Southwest 1/4 thereof, S.89°44'12"E., a distance of 1333.59 feet to the East boundary of the Southwest 1/4 of said Southwest 1/4; thence along said East boundary, N.00°04'58"W., a distance of 40.00 feet to the North Right of Way of CARL BOOZER ROAD, according to Official Records Book 1818, Page 703 for a **POINT OF BEGINNING**; thence along said North Right of Way, N.89°44'12"W., a distance of 1243.53 feet to the East Right of Way of POWERLINE ROAD, according to Official Records Book 12904, Page 1033; thence along said East Right of Way, N.00°00'06"E., a distance of 613.40 feet to the South boundary of Tract 17 in the Southwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said South boundary, S.89°50'19"E., a distance of 243.15 feet to the East boundary thereof; thence along said East boundary, and Northerly extension thereof, N.00°01'10"W., a distance of 653.84 feet to the South boundary of the Northwest 1/4 of aforesaid Southwest 1/4; thence along said South boundary, S.89°56'27"E., a distance of 665.82 feet to the Southerly extension of the East boundary of Tract 14 in the Southwest 1/4; thence along said Southerly extension and East boundary, N.00°03'42"W., a distance of 655.03 feet to the North boundary thereof; thence along the North boundary of said Tract 14, Tract 15, and Tract 16, S.89°57'24"W., a distance of 907.01 feet to aforesaid East Right of Way of Powerline Road; thence along said East Right of Way the following five (5) courses: 1) N.00°00'06"E., a distance of 653.37 feet; 2) N.00°00'05"W., a distance of 46.89 feet; 3) N.00°34'17"E., a distance of 99.94 feet; 4) N.00°03'44"E., a distance of 900.60 feet; 5) N.00°00'05"W., a distance of 916.52 feet to the Southwesterly boundary of SNELL CREEK MANOR, according to the plat thereof, recorded in Plat Book 142, Pages 16 and 17 of said Public Records of Polk County, Florida; thence along said Southwesterly boundary, and Southerly extension thereof, the following two (2) courses: 1) N.89°27'19"E., a distance of 237.44 feet; 2) S.00°03'44"E., a distance of 655.26 feet to the South boundary of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 14; thence along said South boundary, N.89°36'04"E., a distance of 993.66 feet to the East boundary thereof; thence along said East boundary, N.00°13'02"W., a distance of 657.34 feet to the South boundary of Tract 5 in the Northwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said South boundary, N.89°28'26"E., a distance of 330.59 feet to the East boundary thereof; thence along said East boundary, N.00°16'16"W., a distance of 643.07 feet to the South Right of Way of SNELL CREEK ROAD, according to said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said South Right of Way, N.89°20'46"E., a distance of 974.96 feet to the West Right of Way of BIRD ROAD, according to said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said West Right of Way the following three (3) courses: 1) S.00°25'53"E., a

distance of 1305.48 feet to the North boundary of the Southeast 1/4 of aforesaid Northwest 1/4; 2) along said North boundary, S.89°36'04"W., a distance of 10.00 feet; 3) departing said North boundary, S.00°25'53"E., a distance of 25.00 feet to the Northeast corner of Lot 3 of aforesaid REPLAT OF LAKEWOOD HEIGHTS; thence along the North boundary of said Lot 3, Lot 2, and Lot 1, S.89°36'04"W., a distance of 943.67 feet to the West boundary of said Lot 1; thence along the West boundary of said Lot 1, S.00°16'16"E., a distance of 633.13 feet to the Southwest corner thereof; thence along the Westerly extension of the South boundary of said Lot 1, S.89°43'40"W., a distance of 25.00 feet to the Northeast corner of Tract 28 in the Northwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the East boundary, and Southerly extension thereof, of said Tract 28, S.00°16'16"E., a distance of 658.07 feet to the North boundary of aforesaid Southwest 1/4; thence along said North boundary, N.89°51'15"E., a distance of 332.43 feet to the West boundary of the East 1/4 of said Southwest 1/4; thence along said West boundary, S.00°07'29"E., a distance of 2587.24 feet to aforesaid North Right of Way of CARL BOOZER ROAD; thence along said North Right of Way, N.89°44'12"W., a distance of 666.77 feet to the **POINT OF BEGINNING**.

Containing 181.614 acres, more or less.

TOGETHER WITH

A parcel of land lying in the Northwest 1/4 Section 23, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 23, run thence along the North boundary of the Northwest 1/4 thereof, S.89°44'12"E., a distance of 1333.59 feet to the Northwest corner of the Northeast 1/4 of said Northwest 1/4 for a **POINT OF BEGINNING**; thence continue along said North boundary, S.89°44'12"E., a distance of 1333.59 feet to the North 1/4 corner of said Section 23; thence along the East boundary of said Northeast 1/4 of the Northwest 1/4, S.00°03'18"E., a distance of 1314.13 feet to the Southeast corner thereof; thence S.00°03'32"E., a distance of 124.06 feet; thence S.89°52'54"W., a distance of 92.72 feet; thence S.00°07'06"E., a distance of 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°52'54"W., 35.36 feet); thence S.00°07'06"E., a distance of 170.00 feet; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°07'06"E., 35.36 feet); thence S.00°07'06"E., a distance of 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°52'54"W., 35.36 feet); thence S.00°07'06"E., a distance of 60.00 feet; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°07'06"E., 35.36 feet); thence S.00°07'06"E., a distance of 110.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°52'54"W., 35.36 feet); thence S.00°07'06"E., a distance of 60.00 feet; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the left

having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°07'06"E., 35.36 feet); thence S.00°07'06"E., a distance of 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°52'54"W., 35.36 feet); thence S.89°52'54"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°07'06"W., 35.36 feet); thence S.89°52'54"W., a distance of 85.00 feet; thence S.00°07'06"E., a distance of 185.15 feet; thence Southeasterly, 250.95 feet along the arc of a tangent curve to the left having a radius of 195.00 feet and a central angle of 73°44'04" (chord bearing S.36°59'08"E., 233.99 feet); thence S.00°17'47"E., a distance of 88.30 feet to the North Maintained Right of Way of BAKER DAIRY ROAD, according to the Maintained Right of Way Maps for Baker Dairy Road, recorded in Map Book 18, Pages 6 through 21 and Map Book 5, Pages 280 through 285 of the Public Records of Polk County, Florida; thence along said North Maintained Right of Way the following four (4) courses: 1) S.89°24'40"W., a distance of 295.11 feet; 2) S.89°16'24"W., a distance of 313.14 feet; 3) N.88°35'14"W., a distance of 16.04 feet; 4) N.89°09'35"W., a distance of 72.26 feet; thence departing said North Maintained Right of Way, N.00°26'45"W., a distance of 256.62 feet; thence N.38°06'45"W., a distance of 160.00 feet; thence N.51°53'15"E., a distance of 99.27 feet; thence N.38°06'45"W., a distance of 536.03 feet; thence Northerly, 414.45 feet along the arc of a tangent curve to the right having a radius of 625.00 feet and a central angle of 37°59'39" (chord bearing N.19°06'55"W., 406.90 feet); thence N.00°07'06"W., a distance of 43.76 feet; thence S.89°54'30"W., a distance of 14.26 feet to the West boundary of the East 1/2 of aforesaid Northwest 1/4 of Section 23; thence along said West boundary, N.00°07'06"W., a distance of 1317.08 feet to the **POINT OF BEGINNING**.

Containing 67.165 acres, more or less.

Containing a net acreage of 248.779 acres, more or less.

DESCRIPTION: A parcel of land lying in Section 23, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 23; run thence along the South boundary thereof, N.89°59'50"E., a distance of 104.94 feet; thence N.00°00'10"W., a distance of 17.52 feet to the Southeast corner of Powerline Road, as recorded in Official Records Book 12904, Page 1029, of the Public Records of Polk County, Florida, said point also being the **POINT OF BEGINNING**; thence along Easterly right of way thereof the following (3) courses: (1) N.00°12'03"W., a distance of 599.37 feet; (2) N.09°17'28"W., a distance of 94.94 feet; (3) N.00°12'03"W., a distance of 609.24 feet to the Northeast corner of said Powerline Road, said point also being on the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 23; thence along said North boundary, S.89°51'48"E., a distance of 1241.67 feet to the Northeast corner thereof; thence N.89°54'30"E., a distance of 14.26 feet; thence S.00°07'06"E., a distance of 43.76 feet; thence Southerly, 414.45 feet along the arc of a tangent curve to the left having a radius of 625.00 feet and a central angle of 37°59'39" (chord bearing S.19°06'55"E., 406.90 feet); thence S.38°06'45"E., a distance of 536.03 feet; thence S.51°53'15"W., a distance of 99.27 feet; thence S.38°06'45"E., a distance of 160.00 feet; thence S.00°26'45"E., a distance of 256.62 feet to the North maintained right of way of Baker Dairy Road, according to the Maintained Right of Way Maps for Baker Dairy Road, recorded in Map Book 18, Pages 6 through 21 and Map Book 5, Pages 280 through 285 of the Public Records of Polk County, Florida; thence along said North maintained right of way the following fifteen (15) courses: 1) N.89°09'35"W., a distance of 27.77 feet; 2) S.89°41'40"W., a distance of 100.01 feet; 3) S.89°07'17"W., a distance of 100.01 feet; 4) S.89°41'40"W., a distance of 259.19 feet; 5) N.89°30'40"W., a distance of 34.33 feet; 6) N.89°49'33"W., a distance of 206.59 feet; 7) N.89°13'20"W., a distance of 186.53 feet; 8) S.89°51'01"W., a distance of 238.68 feet; 9) S.81°35'02"W., a distance of 22.35 feet; 10) N.85°43'10"W., a distance of 51.70 feet; 11) N.88°05'27"W., a distance of 61.46 feet; 12) S.87°25'46"W., a distance of 62.46 feet; 13) S.88°53'34"W., a distance of 112.94 feet; 14) S.89°14'45"W., a distance of 247.68 feet; 15) N.89°02'12"W., a distance of 12.05 feet to the **POINT OF BEGINNING**.

Containing 45.102 acres, more or less.



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: December 2, 2024

Subject: Ordinance No. 24-2097 Fiscal Year 2024-2025 Budget Amendment #1

Executive Summary

Amend the budget for fiscal year ending September 30, 2025 to carryover projects that were started or not completed in the prior fiscal year.

Introduction

The intent of this item is to adopt an Ordinance for the reallocating and re-appropriating of monies for the fiscal year 2024-2025 budget.

Background

Florida Law requires the City allocate and appropriate any new funds received and/or funds transferred that were not previously appropriated in the budget. The attached Exhibit A of the Ordinance details the revenues, funding sources and how the funds will be expended.

Organizational Goal(s)

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

Budget Impact

There is overall budget impact is \$31,286,085 across four (4) City Funds. (General, CRA, Water & Sewer, Stormwater)

Recommendation

Staff recommends adoption of the Ordinance for the purposes of reallocating and re-appropriating monies for the Fiscal Year 2024-25 budget.

ORDINANCE NO. 24-2097

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; PERTAINING TO THE BUDGET; REALLOCATING AND REAPPROPRIATING MONIES FOR EXPENDITURES FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR ALL OTHER ITEMS IN THE BUDGET OF EXPENSES TO REMAIN UNCHANGED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2024, the City of Haines City adopted Ordinance No. 24-2086 appropriating and allocating monies for the payment of municipal expenditures as designated in the Budget of Expenses adopted by the City for the fiscal year 2024-2025; and

WHEREAS, due to unanticipated municipal activities and additional revenues, it has become necessary to reallocate and reappropriate certain budgeted expenditures.

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

Section 1. Reappropriated Revenue. The revenue received by the City of Haines City, Florida, from the sources of revenue identified in Exhibit “A” and not otherwise allocated or pledged are hereby reappropriated and redesignated for the payment of expenditures incident to the operation of the said City in all governmental functions and capacities, as the same are designated, adjusted and set forth in the reallocation of funds for the fiscal year 2024-2025, attached hereto as Exhibit “A” and made part hereof by reference.

Section 2. All Other Budget Expenses to Remain Unchanged. All other provisions of Ordinance No. 24-2086, and the 2024-2025 budget of expenses which are

not in conflict with this or any part of this Ordinance shall remain unchanged and in full force and effect.

Section 3. Repeal of Ordinances in Conflict. All other ordinances of Haines City or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Severability. If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage as a non-emergency ordinance at two scheduled meetings of the City Commission of the City of Haines City, upon its approval and adoption by said Commission, and when certified as to passage.

PASSED AND ENACTED by the City Commission of the City of Haines City, this 2nd day of December 2024.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

Fred Reilly, City Attorney

PASSED AND ENACTED by the City Commission of the City of Haines City, this 19th day of December 2024.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

Fred Reilly, City Attorney

City of Haines City
Fiscal Year 2024-2025 Budget Amendment #1

Acct	Dept	Account #	Description	Beg Bal.	Debit	Credit	End Bal.
General Fund							
Revenue		001-00-33-4-0-10-00	State Grant	\$ 900,000.00	\$ -	\$ 1,823,000.00	\$ 2,723,000.00
Revenue		001-00-38-9-0-90-00	UNDESIGNATED FUND BALANCE	2,401,300.00	-	2,112,770.00	4,514,070.00
Expense	Gen Gov't	001-10-51-9-6-62-10	Downtown Browfield Property	-	33,000.00	-	33,000.00
Expense	Gen Gov't	001-10-51-9-6-63-10	7 Acre Property	-	300,000.00	-	300,000.00
Expense	Gen Gov't	001-10-51-9-6-64-20	ERP Software Project	471,000.00	1,250,000.00	-	1,721,000.00
Expense	Police	001-10-52-1-6-63-10	Police Renovations	-	60,000.00	-	60,000.00
Expense	Police	001-10-52-1-6-63-10	Radio Repeater Project	-	51,000.00	-	51,000.00
Expense	Police	001-10-52-1-6-64-20		-	45,570.00	-	45,570.00
Expense	Police	001-10-52-1-6-64-20	Wifi @ PDHQ	-	7,570.00	-	-
Expense	Police	001-10-52-1-6-64-20	A/V System	-	38,000.00	-	-
Expense	Fire	001-10-52-2-6-64-10	Portable Radios	220,000.00	21,150.00	-	241,150.00
Expense	Fire	001-10-52-2-6-64-20		-	21,350.00	-	21,350.00
Expense	Fire	001-10-52-2-6-64-20	A/V System	-	6,100.00	-	-
Expense	Fire	001-10-52-2-6-64-20	Fire Station 1 Upgrades	-	15,250.00	-	-
Expense	Fire	001-10-52-2-8-83-10	Fire Apparatus Grant Purchase	-	1,823,000.00	-	1,823,000.00
Expense	Transportation	001-10-54-1-8-83-10	CDBG Sidewalk Grant Administration	-	68,750.00	-	68,750.00
Expense	Parks	001-10-57-2-6-64-20		149,000.00	39,500.00	-	188,500.00
Expense	Parks	001-10-57-2-6-64-20	Surveillance - Larry Parrish	-	10,000.00	-	-
Expense	Parks	001-10-57-2-6-64-20	Wifi @ Lake Eva Park	-	29,500.00	-	-
Expense	Aquatics	001-10-57-3-6-64-10	Aquatic Play Structure	235,000.00	20,000.00	-	255,000.00
Expense	Aquatics	001-10-57-3-6-64-20		-	26,000.00	-	26,000.00
Expense	Aquatics	001-10-57-3-6-64-20	A/V System - Lake Eva Aquatic Center	-	11,000.00	-	-
Expense	Aquatics	001-10-57-3-6-64-20	A/V System - Janet Jolly Smith	-	15,000.00	-	-
Expense	Recreation	001-10-57-5-6-64-10	Basketball Court Resurfacing	-	15,000.00	-	15,000.00
Expense	Recreation	001-10-57-5-6-64-20	Wifi @ ONC	-	5,000.00	-	5,000.00
Expense	TMD	001-30-51-3-6-64-10	Cargo Van	1,465,000.00	60,000.00	-	1,525,000.00
Expense	TMD	001-30-51-3-6-64-20		35,000.00	96,450.00	-	131,450.00
Expense	TMD	001-30-51-3-6-64-20	Wifi Controller Upgrade	-	15,150.00	-	-
Expense	TMD	001-30-51-3-6-64-20	Fiber Documentation	-	81,300.00	-	-
GENERAL FUND TOTALS					3,935,770.00	3,935,770.00	
CRA							
Revenue		102-00-38-9-0-90-00	UNDESIGNATED FUND BALANCE	\$ 282,535.00	\$ -	\$ 3,487,325.00	\$ 3,769,860.00
Expense	Parks	102-10-57-2-6-63-10		1,000,000.00	2,044,475.00	-	3,044,475.00
	Parks	102-10-57-2-6-63-10	Tennis Court Lighting	-	81,300.00	-	81,300.00
	Parks	102-10-57-2-6-63-10	Lake Eva Playground	-	370,750.00	-	370,750.00
	Parks	102-10-57-2-6-63-10	Boomerang Park	-	280,000.00	-	280,000.00
	Parks	102-10-57-2-6-63-10	Myers & Wiley Rest	-	1,312,425.00	-	1,312,425.00
	Parks	102-10-57-2-6-64-20	Network Upgrade - MWF	-	5,000.00	-	5,000.00
	District 46	102-46-55-9-6-63-12	Gateway Sign	100,000.00	387,850.00	-	487,850.00
	District 46	102-46-55-9-6-63-10		1,250,000.00	1,050,000.00	-	2,300,000.00
	District 46	102-46-55-9-6-63-10	Marquee Replacement	-	75,000.00	-	75,000.00
	District 46	102-46-55-9-6-63-10	Peninsular Dr Sidewalk Ext	-	170,000.00	-	170,000.00
	District 46	102-46-55-9-6-63-10	Main Street Sidewalk	-	130,000.00	-	130,000.00
	District 46	102-46-55-9-6-63-10	Beachfront Renovation	-	175,000.00	-	175,000.00
	District 46	102-46-55-9-6-63-10	SunRail State Plan	-	250,000.00	-	250,000.00
	District 46	102-46-55-9-6-63-10	RailRoad Park	-	200,000.00	-	200,000.00
	District 46	102-46-55-9-6-63-10	Grace Ave Multiuse	-	50,000.00	-	50,000.00
CRA FUND TOTALS					3,487,325.00	3,487,325.00	

Water & Sewer											
Revenue		401-00-33-4-0-35-00	State Grant - SW/WW	\$	-	\$	-	\$	547,350.00	\$	547,350.00
Revenue		401-00-38-9-0-90-00	Other Non Revenues - Assigned Reserves	\$	-	-	-	\$	8,670,000.00	\$	8,670,000.00
Revenue		401-00-38-9-0-92-00	PRIOR YEARS RETAINED EARNINGS	\$	2,600,000.00	-	-	\$	14,051,140.00	\$	16,651,140.00
Expense	Water	401-10-53-3-6-62-10	WP #1 & #2 Improvements		-	350,780.00	-				350,780.00
Expense	Water	401-10-53-3-6-63-10			7,690,000.00	354,040.00					8,044,040.00
Expense	Water	401-10-53-3-6-63-10	Interconnect with Winter Haven Potable System			112,900.00					
Expense	Water	401-10-53-3-6-63-10	Integrated Water Supply Plan			165,140.00					
Expense	Water	401-10-53-3-6-63-10	Generators for Well #3 and Well #10			28,000.00					
Expense	Water	401-10-53-3-6-63-10	One Water - Integrated Water Supply Plan			48,000.00					
Expense	Water	401-10-53-3-6-64-10			-	368,000.00					368,000.00
Expense	Water	401-10-53-3-6-64-10	Aerator Tray Replacements @ WTP #2			100,000.00					
Expense	Water	401-10-53-3-6-64-10	Variable Speed Pump Replacements			268,000.00					
Expense	Wastewater	401-10-53-5-6-63-10			1,945,000.00	7,801,115.00					9,746,115.00
Expense	Wastewater	401-10-53-5-6-63-10	Lake Eva RIBs (Robinson)			3,973,510.00					
Expense	Wastewater	401-10-53-5-6-63-10	Septage Receiving Station			300,000.00					
Expense	Wastewater	401-10-53-5-6-63-10	Wastewater Master Plan			72,015.00					
Expense	Wastewater	401-10-53-5-6-63-10	WWTP Expansion (Engineering)			2,908,240.00					
Expense	Wastewater	401-10-53-5-6-63-10	WWTP Generator			547,350.00					
Expense	UTS Maintenance	401-10-53-6-6-63-10			-	2,923,735.00					2,923,735.00
Expense	UTS Maintenance	401-10-53-6-6-63-10	Webb Properties (Lift Station and Force Main)			1,870,370.00					1,870,370.00
Expense	UTS Maintenance	401-10-53-6-6-63-10	Replace 16" Water Main Valve on Hwy 27 - Blue Heron			600,000.00					600,000.00
Expense	UTS Maintenance	401-10-53-6-6-63-10	6th Street Water Line Improvements			222,480.00					222,480.00
Expense	UTS Maintenance	401-10-53-6-6-63-10	CD225M DBS Unit - Johnson Ave			230,885.00					230,885.00
Expense	UTS Maintenance	401-10-53-6-6-63-12	South US 27 Looping System			-	1,155,120.00				1,155,120.00
Expense	UTS Maintenance	401-10-53-6-6-64-10			100,000.00	6,945,925.00					7,045,925.00
Expense	UTS Maintenance	401-10-53-6-6-64-10	Lift Station Resiliency			1,500,000.00					
Expense	UTS Maintenance	401-10-53-6-6-64-10	Lift Station No. 4 Replacement			502,470.00					
Expense	UTS Maintenance	401-10-53-6-6-64-10	Lift Station No. 22 Replacement & 3-Mile Force Main			4,830,700.00					
Expense	UTS Maintenance	401-10-53-6-6-64-10	Vehicle - Replacement Truck F250 4x4 (qty 3)			112,755.00					
Expense	UTS Billing	401-10-51-3-6-64-10	Meter Change Out Project		1,600,000.00	3,000,000.00					4,600,000.00
Expense	Water	401-10-53-3-6-64-20	CIC - Fiber - Public Infrastructure			-	138,000.00				138,000.00
Expense	Wastewater	401-10-53-5-6-64-19			5,000.00	231,775.00					236,775.00
Expense	Wastewater	401-10-53-5-3-64-20	CIC - Network Upgrade - SCADA			76,000.00					
Expense	Wastewater	401-10-53-5-6-64-20	WWTP1 - Nuterra Fiber			144,425.00					
Expense	Wastewater	401-10-53-5-6-64-20	Design for WWTP #1 Fiber Optic			11,350.00					
WATER & SEWER FUND TOTALS						23,268,490.00	23,268,490.00				
Stormwater											
Revenue		404-00-33-4-0-36-00	State Grant - Stormwater	\$	-	\$	-	\$	394,500.00	\$	394,500.00
		404-00-38-9-0-90-01	PRIOR YEARS RETAINED EARNINGS		-			\$	200,000.00		
Expense	Stormwater	404-10-53-8-8-83-10	RAIN GARDEN PROJECT - Grant Project		-	594,500.00					594,500.00
STORMWATER FUND TOTALS						594,500.00	594,500.00				
Debit & Credit Balancing Totals						\$ 31,286,085.00	\$ 31,286,085.00				

Justification:

Required to offset prior year variance prior to the audit. A result of additional revenues received and no required reserves.



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: December 2, 2024

Subject: Amendment No. 2 to State Revolving Fund (SRF) Loan Agreement WW530470

Executive Summary

Request approval of Amendment 2 to SRF Loan Agreement WW530470.

Staff Contact: Omar DeJesus, CPA, Finance Director

Introduction

The intent of this item is to request approval of Amendment 2 to SRF Loan Agreement WW530470. This amendment extends the schedule for completion of construction activities to August 15, 2025.

Background

SRF Loan Agreement WW530470 provided funding for the following wastewater projects:

- Robinson Lift Station Improvements
- Lift Station No. 4 Replacement

Organizational Goal(s)

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

Budget Impact

There is no budget impact for fiscal year 2025. The first semi-annual loan payment of \$265,589 shall be due on February 15, 2026.

Recommendation

Staff recommends the City Commission approve Amendment 2 to SRF Loan Agreement WW530470.

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW530470
CITY OF HAINES CITY**

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

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW530470, as amended; and

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

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on February 15, 2026, and semiannually thereafter on August 15 and February 15 of each year until all amounts due under the Agreement have been fully paid.

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

(2) Completion of Project construction is scheduled for August 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2025.

(4) The first Semiannual Loan Payment in the amount of \$265,589 shall be due February 15, 2026.

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

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This Amendment 2 to Loan Agreement WW530470 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF HAINES CITY

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

RESOLUTION NO. 24-1843

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; RELATING TO THE STATE REVOLVING FUND AGREEMENT FOR PROJECT WW530470; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL OF AMENDMENT 2 TO THE CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WW530470; PROVIDING FOR STATUTORY AUTHORITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, The City Commission of the City of Haines City, Florida, (the “City”), has previously adopted a resolution authorizing the Clean Water State Revolving Fund Construction Loan Agreement WW530470 (the “Loan Agreement”); and

WHEREAS, the City and the State of Florida Department of Environmental Protection (“FDEP”) entered into the Loan Agreement, authorizing a loan in the amount of \$10,415,240; and

WHEREAS, the City entered into Amendment 1, to the Loan Agreement with FDEP in order to receive a schedule extension for the completion of construction activities; and

WHEREAS, the City now intends to enter into Amendment 2 to the Loan Agreement with FDEP in order to receive a schedule extension for the completion of construction activities; and

WHEREAS, the City Commission of the City hereby determines that approval of the Amendment 2 is in the best interest of the citizens of the City.

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

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

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

SECTION 3. The Mayor of the City is hereby authorized to execute and deliver and the City Clerk of the City is hereby authorized to attest under seal, and the City Attorney of the City

is hereby authorized to approve as to form and correctness the Amendment 2, which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor of the City is authorized to represent the City in carrying out the City’s responsibilities under the Loan Agreement as amended by Amendment 2. The Mayor of the City is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the Loan Agreement as amended by the Amendment 2.

SECTION 4. The Chief Financial Officer and the Public Services Administrator of the City are hereby designated as the authorized representative to provide the assurances and commitments required under the Loan Agreement, as amended by the Amendment 2.

SECTION 5. The legal authority for borrowing moneys to design the project described in the Loan Agreement as amended by the Amendment 2 is granted by the Florida Statute Section 403.1835 and Chapter 166, Part II, Florida Statutes.

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

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

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

APPROVED in regular session of the City Commission of the City of Haines City, this 2nd day of December, 2024.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

Omar Arroyo, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit A
Amendment 2



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Gregory L. Goreck, Chief of Police

Date: December 2, 2024

Subject: Red Light Camera Summary Report

Executive Summary

Florida Statute §316.0083 requires counties and cities operating red light cameras to report program outcomes to their governing body annually at a regular or special meeting, allowing for public comment. This report must include the number of violations issued, contested, upheld, dismissed, and paid; the number of Uniform Traffic Citations issued; and a detailed financial breakdown of how collected funds were distributed. The Haines City Police Department, in partnership with its red-light camera vendor, has prepared this report covering the period from July 1, 2023, to June 30, 2024, to meet statutory requirements, ensure transparency, and highlight the program's role in improving road safety.

Staff Contact: Gregory L. Goreck, Chief of Police

Introduction

The intent of this item is to provide the City Commission with an annual report on the City of Haines City's red light camera program, as required by Florida Statute §316.0083. This meeting will also provide an opportunity for public comment on the program, ensuring transparency and fostering community engagement.

Background

In 2013, the City Commission approved the establishment of the City of Haines City's Red Light Camera Program. This program was implemented to enhance the safety of Haines City's roadways by holding drivers accountable for running red lights, mitigating risks to others, and encouraging compliance with traffic laws to create a safer driving environment.

On July 1, 2013, the State of Florida enacted legislation pursuant to Florida Statute §316.0083, known as the "Mark Wandall Traffic Safety Program." This legislation preempted local jurisdiction requirements by establishing consistent statewide provisions for detecting, processing, and adjudicating red light camera



HAINES CITY

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violations under the Florida Uniform Traffic Control Law. Effective July 1, 2024, Florida Statute §316.0083 was amended to require counties and cities operating red light cameras to submit an annual summary report of all cameras within their jurisdictions. This report must be presented at a regular or special governing body meeting and allow for public comment.

Accordingly, the Haines City Police Department respectfully submits this Red-Light Camera Summary Report regarding the use of red-light cameras within the jurisdictional boundaries of Haines City, Florida. This report includes data gathered by the City in partnership with its red light camera vendor, Verra Mobility, during the reporting period from July 1, 2023, through June 30, 2024.

The following information regarding Haines City’s Red Light Camera Program is provided for this reporting period:

Category	Value
Number of red-light cameras installed	12
Number of intersections covered	6
Number of red-light camera violations issued	23,777
Number of violations contested	87
Number of violations upheld	68
Number of violations dismissed	6
Number of Uniform Traffic Citations issued	6,471
Number of violations paid	15,786
Total Amount of Red-Light Camera Revenue Collected	\$2,923,348.12
Amount remitted to State of Florida	\$1,322,273.00
City Administration Fees & Expenses	\$623,952.28
Funds distributed to City General Fund	\$977,122.84

Organizational Goal(s)

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

Budget Impact

There is no budget impact as a result of this reporting item.



Recommendation

There are no Recommendations; this Red-Light Camera Program summary report is for informational purposes only.

The 2024 Florida Statutes

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)**316.0083 Mark Wandall Traffic Safety Program; administration; report.—**

(1)(a) For purposes of administering this section, the department, a county, or a municipality may authorize a traffic infraction enforcement officer under s. [316.640](#) to issue a traffic citation for a violation of s. [316.074\(1\)](#) or s. [316.075\(1\)\(c\)1](#). A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible. A notice of violation and a traffic citation may not be issued under this section if the driver of the vehicle came to a complete stop after crossing the stop line and before turning right if permissible at a red light, but failed to stop before crossing over the stop line or other point at which a stop is required. This paragraph does not prohibit a review of information from a traffic infraction detector by an authorized employee or agent of the department, a county, or a municipality before issuance of the traffic citation by the traffic infraction enforcement officer. This paragraph does not prohibit the department, a county, or a municipality from issuing notification as provided in paragraph (b) to the registered owner of the motor vehicle involved in the violation of s. [316.074\(1\)](#) or s. [316.075\(1\)\(c\)1](#).

(b)1.a. Within 30 days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. [318.14](#) and that the violator must pay the penalty of \$158 to the department, county, or municipality, or furnish an affidavit in accordance with paragraph (d), or request a hearing within 60 days following the date of the notification in order to avoid the issuance of a traffic citation. The notification must be sent by first-class mail. The mailing of the notice of violation constitutes notification.

b. Included with the notification to the registered owner of the motor vehicle involved in the infraction must be a notice that the owner has the right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

c. Notwithstanding any other provision of law, a person who receives a notice of violation under this section may request a hearing within 60 days following the notification of violation or pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all court costs related thereto and a form to request a hearing. As used in this sub-subparagraph, the term "person" includes a natural person, registered owner or co-owner of a motor vehicle, or person identified on an affidavit as having care, custody, or control of the motor vehicle at the time of the violation.

d. If the registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative of the owner, co-owner, or designated person, initiates a proceeding to challenge the violation pursuant to this paragraph, such person waives any challenge or dispute as to the delivery of the notice of violation.

2. Penalties assessed and collected by the department, county, or municipality authorized to collect the funds provided for in this paragraph, less the amount retained by the county or municipality pursuant to subparagraph 3., shall be paid to the Department of Revenue weekly. Payment by the department, county, or municipality to the

state shall be made by means of electronic funds transfers. In addition to the payment, summary detail of the penalties remitted shall be reported to the Department of Revenue.

3. Penalties to be assessed and collected by the department, county, or municipality are as follows:

a. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver failed to stop at a traffic signal if enforcement is by the department's traffic infraction enforcement officer. One hundred dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$45 shall be distributed to the municipality in which the violation occurred, or, if the violation occurred in an unincorporated area, to the county in which the violation occurred. Funds deposited into the Department of Health Emergency Medical Services Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and used for brain and spinal cord research.

b. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver failed to stop at a traffic signal if enforcement is by a county or municipal traffic infraction enforcement officer. Seventy dollars shall be remitted by the county or municipality to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$75 shall be retained by the county or municipality enforcing the ordinance enacted pursuant to this section. Funds deposited into the Department of Health Emergency Medical Services Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and used for brain and spinal cord research.

4. An individual may not receive a commission from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(c)1.a. A traffic citation issued under this section shall be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 60 days after notification under paragraph (b), if the registered owner has not requested a hearing as authorized under paragraph (b), or if the registered owner has not submitted an affidavit under this section.

b. Delivery of the traffic citation constitutes notification under this paragraph. If the registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or a duly authorized representative of the owner, co-owner, or designated person, initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the traffic citation.

c. In the case of joint ownership of a motor vehicle, the traffic citation shall be mailed to the first name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

2. Included with the notification to the registered owner of the motor vehicle involved in the infraction shall be a notice that the owner has the right to review, in person or remotely, the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

(d)1. The owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal, unless the owner can establish that:

- a. The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;
- b. The motor vehicle passed through the intersection at the direction of a law enforcement officer;
- c. The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

d. A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of s. 316.074(1) or s. 316.075(1)(c)1.; or

e. The motor vehicle's owner was deceased on or before the date that the uniform traffic citation was issued, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other designated person or family member.

2. In order to establish such facts, the owner of the motor vehicle shall, within 30 days after the date of issuance of the traffic citation, furnish to the appropriate governmental entity an affidavit setting forth detailed information supporting an exemption as provided in this paragraph.

a. An affidavit supporting an exemption under sub-subparagraph 1.c. must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the vehicle was stolen at the time of the alleged offense, the affidavit must include the police report indicating that the vehicle was stolen.

b. If a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

c. If the motor vehicle's owner to whom a traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the issuance of the uniform traffic citation and one of the following:

(I) A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death, but on or before the date of the alleged violation.

(II) Documentary proof that the registered license plate belonging to the deceased owner's vehicle was returned to the department or any branch office or authorized agent of the department, but on or before the date of the alleged violation.

(III) A copy of a police report showing that the deceased owner's registered license plate or motor vehicle was stolen after the owner's death, but on or before the date of the alleged violation.

Upon receipt of the affidavit and documentation required under this sub-subparagraph, the governmental entity must dismiss the citation and provide proof of such dismissal to the person that submitted the affidavit.

3. Upon receipt of an affidavit, the person designated as having care, custody, or control of the motor vehicle at the time of the violation may be issued a notice of violation pursuant to paragraph (b) for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased vehicle for which a traffic citation is issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal is not responsible for paying the traffic citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

4. Paragraphs (b) and (c) apply to the person identified on the affidavit, except that the notification under sub-subparagraph (b)1.a. must be sent to the person identified on the affidavit within 30 days after receipt of an affidavit.

5. The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(e) The photographic or electronic images or streaming video attached to or referenced in the traffic citation is evidence that a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal has occurred and is admissible in any proceeding to enforce this section and raises a rebuttable presumption that the motor vehicle named in the report or shown in the photographic or electronic images or streaming video evidence was used in violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal.

(2) A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible.

(3) This section supplements the enforcement of s. 316.074(1) or s. 316.075(1)(c)1. by law enforcement officers when a driver fails to stop at a traffic signal and does not prohibit a law enforcement officer from issuing a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal in accordance with normal traffic enforcement techniques.

(4)(a)1. A county or municipality that desires to have one or more traffic infraction detectors placed or installed on or after July 1, 2025, in an area where no traffic infraction detectors are currently placed or installed must enact an ordinance in order to authorize the placement or installation of, or to authorize contracting with a vendor for the placement or installation of, one or more traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. As part of the public hearing on such proposed ordinance, the county or municipality must consider traffic data or other evidence supporting the installation and operation of each traffic infraction detector, and the county or municipality must determine that the intersection at which a traffic infraction detector is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures.

2. A county or municipality that operates one or more traffic infraction detectors must annually report the results of all traffic infraction detectors within the county's or municipality's jurisdiction by placing the annual report to the department required under paragraph (b) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install one or more traffic infraction detectors, the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

a. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies or formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

b. The report required under this subparagraph must include a written summary, which must be read aloud at the regular or special meeting, and the summary must contain, for the same time period pertaining to the annual report to the department required under paragraph (b), the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The county or municipality must report to the department that the county's or municipality's annual report was considered in accordance with this subparagraph, including the date of the regular or special meeting at which the annual report was considered.

3. The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of s. 316.074(1) or s. 316.075(1)(c)1. enforced by a traffic infraction detector.

4. A county or municipality that does not comply with this paragraph is suspended from operating traffic infraction detectors under this subsection until such noncompliance is corrected.

(b) Each county or municipality that operates a traffic infraction detector shall submit a report by October 1, 2012, and annually thereafter, to the department which details the results of using the traffic infraction detector and the procedures for enforcement for the preceding state fiscal year. The information submitted by the counties and municipalities must include:

1. The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, the number that were paid, and the number in each of the preceding categories for which the notice of violation was issued for a right-hand turn violation.

2. A description of alternative safety countermeasures taken before and after the placement or installation of a traffic infraction detector.

3. Statistical data and information required by the department to complete the summary report required under paragraph (c).

The department must publish each report submitted by a county or municipality pursuant to this paragraph on its website.

(c) On or before December 31, 2012, and annually thereafter, the department shall provide a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use and operation of traffic infraction detectors under this section, along with the department's recommendations and any necessary legislation. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of the traffic safety and enforcement programs.

(5) Procedures for a hearing under this section are as follows:

(a) The department shall publish and make available electronically to each county and municipality a model Request for Hearing form to assist each local government administering this section.

(b) The charter county, noncharter county, or municipality electing to authorize traffic infraction enforcement officers to issue traffic citations under paragraph (1)(a) shall designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) Any person, herein referred to as the "petitioner," who elects to request a hearing under paragraph (1)(b) shall be scheduled for a hearing by the clerk to the local hearing officer to appear before a local hearing officer with notice to be sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing once by submitting a written request to reschedule to the clerk to the local hearing officer, at least 5 calendar days before the day of the originally scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under paragraph (1)(b), plus \$50 in administrative costs, before the start of the hearing.

(d) All testimony at the hearing shall be under oath and shall be recorded. The local hearing officer shall take testimony from a traffic infraction enforcement officer and the petitioner, and may take testimony from others. The local hearing officer shall review the photographic or electronic images or the streaming video made available under sub-subparagraph(1)(b)1.b. Formal rules of evidence do not apply, but due process shall be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer shall determine whether a violation under this section has occurred, in which case the hearing officer shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the petitioner to pay the penalty previously assessed under paragraph (1)(b), and may also require the petitioner to pay county or municipal costs, not to exceed \$250. The final administrative order shall be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided under s. 162.11.

History.—s. 5, ch. 2010-80; s. 98, ch. 2012-174; ss. 3, 74, ch. 2012-181; s. 43, ch. 2013-15; s. 5, ch. 2013-160; s. 3, ch. 2024-223.