



AGENDA
CITY OF HAINES CITY, FLORIDA
CITY COMMISSION MEETING

April 3, 2025, 7:00 p.m.

City Hall Commission Chambers

620 E. Main Street, Haines City, FL 33844

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

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

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

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

Pages

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

4.a Child Abuse Prevention Month

Staff Contact: Sharon Lauther, City Clerk MMC

5. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

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5.a	<u>Commission Meeting and Workshop Meeting Minutes-March 20, 2025</u> Staff Contact: Sharon Lauther, City Clerk MMC	5
5.b	<u>Cemetery Deeds</u> Staff Contact: Sharon Lauther, City Clerk, MMC	9
6.	<u>NEW BUSINESS</u>	
6.a	<u>Ordinance No. 25-2098 – Large Scale Land Use Amendment for RWS Ranch Access Property – State Submittal</u> Request approval to forward an approval for a state submittal by the City Commission regarding Ordinance No. 25-2098 for a Large-Scale Land Use Amendment (LUPA) by adopting and reclassifying the Future Land Use Map of the Comprehensive Plan from County Residential Low 4 (RL-4) to City Medium Density Residential in the North Ridge (MDR-NR). Staff contact: Richard Greenwood, Development Services Director	31
6.b	<u>Resolution No. 25-1858 - Amendment No. 3 to Grant Agreement I0126 for the Wastewater Treatment Plant Generator</u> Approve Amendment No. 3 to Grant Agreement I0126 for the Wastewater Treatment Plant Generator that extends the end date of the grant (Due to ongoing supply chain issues for critical component lead times). Staff Contact: Omar DeJesus, CPA, Finance Director	37
6.c	<u>Resolution No. 25-1860 Authorize Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and Loan Authorization for Trinity Village, Ltd.</u> Approve a Resolution Authorizing Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and Loan Authorization for Trinity Village, Ltd. Staff Contact: Omar DeJesus, Finance Director, CPA	49
7.	<u>PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA</u>	
8.	<u>CITY MANAGER'S REPORT</u>	
9.	<u>CITY CLERK'S REPORT</u>	
10.	<u>CITY ATTORNEY'S REPORT</u>	
11.	<u>COMMISSION COMMENTS</u>	
12.	<u>ADJOURNMENT</u>	

Proclamation



WHEREAS; Florida is committed to improving the lives of all Floridians and securing a better future for the citizens of this state; and

WHEREAS; children who have adverse childhood experiences (ACEs) are at a higher risk of short and long-term physical, psychological, and behavioral challenges that can impact the individual child and the greater community; and

WHEREAS; parents and caregivers who have resources and support are better equipped to give their children safe and nurturing experiences; and

WHEREAS; children have better mental health and physical health and academic success when they are raised in a safe, stable, and nurturing environment; and

WHEREAS; the Florida Department of Children and Families Secretary has a vision for holistic services by integrating systems and services; and

WHEREAS; the State of Florida has established Hope Florida – A Pathway to Prosperity, a personalized approach to helping families overcome barriers to self-sufficiency through community collaboration; and

WHEREAS; Floridians can call 850-300-HOPE to speak with a Care Navigator for support to develop a plan to achieve economic self-sufficiency, referrals to local partners, and help identifying goals and barriers in their lives; and

WHEREAS; during April, Prevent Child Abuse Florida, in collaboration with the Governor’s Office of Adoption and Child Protection, the Florida Department of Children and Families, Heartland for Children, and The Ounce of Prevention Fund of Florida, implements Pinwheels for Prevention, a statewide coordinated campaign to raise awareness of child abuse prevention efforts by teaching about healthy child development and positive parenting practices, and establishing Circle of Parents peer support groups; and

WHEREAS; Child Abuse Prevention Month reminds Floridians of all ages that they can help children increase positive childhood experiences, which lead to happier, healthier childhoods.

NOW, THEREFORE, I, Omar Arroyo, Mayor of Haines City, Florida, extend my support to all observing April 2025 as *Child Abuse Prevention Month in Florida*.

Omar Arroyo, Mayor



CITY COMMISSION WORKSHOP HAINES CITY, FLORIDA

MINUTES

March 20, 2025, 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

Vice-Mayor/Commissioner Morris West

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 6:03 pm on March 20, 2025 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

At this time, Mayor Arroyo discussed inquired why this workshop was happening since some of the Commissioners had stated they were not available. City Manager Elensky stated that at the last meeting there was a timeframe on the contract and there was some miscommunication as to which topic was to be discussed. City Clerk Lauther also stated that there was a consensus that the majority of the commissioners were not interested

in districts or term limits. There was further discussion that the districts should be tentatively scheduled after the election. Mayor Arroyo stated he called a meeting for a discussion of districts and term limits for Friday March 28, 2025 to discuss districts. Commissioner Huffman asked for clarification on when a meeting is called and only two commissioners show up. Attorney Reilly stated that there is not a quorum and a meeting cannot

2. DISCUSSIONS

2.a School Speed Zone Detection System

Chief Jay Hopwood gave an overview of the development of the school speed zone detection system. An ordinance was approved by the Commission. An RFP was done and there were three (3) companies that put in bids and presentation to staff. Staff selected Vera mobility following the City's bid process. Chief Hopwood stated that there are nine (9) different school zones to place the detection system however that can be discussed. Chief Hopwood stated that the detection system would help with speeding. Prior to installation there would be an educational component conducted for the citizens. Signage would be put up thirty (30) days prior to the speed detection system being put in place.

2.b RFP and Bid Tabulation

Finance Director, Omar DeJesus went over the bid process. Demonstrations and pricing structure was conducted with staff. The bid companies were announced that was received through the bid process. Vera Mobility was selected as this company as was the lowest bid. The RFP and bid tabulations were included with the contract. Commissioner Downing stated the last discussion had been on June 6, 2024. No other discussion was brought before the Commission. Finance Director stated that the staff does the negotiation of the contract prior to presenting to the Commission for approval. Discussion took place. Finance Director DeJesus stated that there were no upfront costs to the city. Commissioner Huffman inquired about how the system will be installed on the county roads. Commissioner Huffman asked why it takes so long to accomplish this process. This project has been going on for nine (9) months. Commissioner Huffman would like to see a greater sense of urgency for the city. Commissioner Huffman stated that negotiations should be faster, and the contract should be less than five (5) years. City Manager Elensky stated that he is working with the Finance Director to streamline the process. Director DeJesus stated that a lot of cities do not have this system and there was a learning curve to understand all of the nuances of the project. Projects are taking too long after approval during the

budget process. Finance Director explained the bid process and the purchasing policy. Staff attempted to obtain a contract in the most efficient and effective way and be fiscally responsible. Vice-Mayor West wanted to know who was responsible for the maintenance of the agreement. Chief Hopwood stated the vendor is responsible for maintenance. Vice-Mayor West also stated that five years (5) is too long. Commissioner Downing also feels that five (5) years is too long. Two years is an easier time frame to work with vendors in the event any problems would arise, and the city would not be stuck because of the five (5) year commitment. Commissioner Downing wants to know when will the commission decide which schools would be included in the contract. Commissioner Smith inquired to what matrix is used to select the school. Chief Hopwood will find out exactly how the schools are selected and what would be done in the event of a school closing or being renovated. Mayor Arroyo wanted to know how quickly the speed detection systems will be installed and how long will it take. The school year is almost over for the 2025 year. Chief Hopwood stated that installation could be as soon as the next school year to be up and running. There are three different schools with different start time so that has to be discussed. The Commission will decide where the speed detection systems will be installed. Attorney Reilly stated that the ordinance has approval for nine (9) schools. The hours also need to be discussed by the Commission. The selection has to be done by what is applicable as stated in the Florida Statute. Discussion took place as to when the contract will be brought back as an agenda item for approval. The current school year ends in approximately two (2) months. The contract currently states a five (5) year contract. Attorney Reilly stated that staff will get with the vendor and try to re-negotiate a three-year contract.

4. ADJOURNMENT

Without any further business, the meeting was adjourned at 7:03 PM

Omar Arroyo, Mayor

Sharon Lauther, MMC, City Clerk

Fred Reilly, City Attorney

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 3rd day of April, 2025, 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 **Trevin L. Barnhill**, whose permanent address is **2023 Barstow Lane, Dundee, FL 33838** 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 Trevin L. Barnhill 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 : 14 Space: 7

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

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

Witness

Print 620 E Main St. Haines City FL 33844

Witness

Print 620 E Main St. Haines City FL 33844

By: _____
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 3rd day of April, 2025, 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 **Mary Alice Collins**, whose permanent address is **1105 Rose Street, 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 Mary Alice Collins 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 : 6 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)

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 3rd day of April, 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 **Beverly Cooper Rivers**, whose permanent address is **575 Live Oak Avenue, Apt 3107, 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 Beverly Cooper Rivers 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 : 47 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 3rd day of April, 2025, between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Kenneth Dawson**, whose permanent address is **306 Eustis Avenue, Immokalee, Fl 34142** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Kenneth Dawson 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 : 54 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 3rd day of April, 2025, 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 **Rufus Larry Mock, Jr.**, whose permanent address is **1123 Walt Williams Road, Lot #230, Lakeland, FL 33809** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$120.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Rufus Larry Mock, Jr. 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 : 21 Space: 8 - 1/2 East

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 3rd day of April, 2025, 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 **Nicole Nix**, whose permanent address is **170 Richmond Drive, Davenport, FL 33896** 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 Nicole Nix 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 : 26 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)

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 3rd day of April, 2025, 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 **Ivelise Ramos**, whose permanent address is **305 9th Street North, Dundee, FL 33838** 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 Ivelise Ramos 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 : 4 Space: 1

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

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

Witness

Print 620 E Main St. Haines City FL 33844

Witness

Print 620 E Main St. Haines City FL 33844

By: _____
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 3rd day of April, 2025, 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 **Yetta Saunders**, whose permanent address is **131 E. Northside Drive, Lake Wales, FL 33853** 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 **Yetta Saunders** 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 : 11 Space: 1

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

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

Witness

Print 620 E Main St. Haines City FL 33844

Witness

Print 620 E Main St. Haines City FL 33844

By: _____
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 3rd day of April, 2025, 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 **Yetta Saunders**, whose permanent address is **131 E. Northside Drive, Lake Wales, FL 33853** 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 Yetta Saunders 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 : 11 Space: 3

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

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

Witness

Print 620 E Main St. Haines City FL 33844

Witness

Print 620 E Main St. Haines City FL 33844

By: _____
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 3rd day of April, 2025, 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 **Ellice Streeter**, whose permanent address is **19202 Indian Creek Dr., Kissimmee, FL 34759** 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 Ellice Streeter 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 : 37 Space: 5

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

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

Witness

Print 620 E Main St. Haines City FL 33844

Witness

Print 620 E Main St. Haines City FL 33844

By: _____
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 16th day of January, 2025, 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 **Ernestine Swann**, whose permanent address is **7214 Ferrara Avenue, Orlando, FL 32819** 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 Ernestine Swann 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 : 23 Space: 7

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

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

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

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

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

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

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

Signed, Sealed and Delivered
in the presence of:

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

Witness

Print 620 E Main St. Haines City FL 33844

Witness

Print 620 E Main St. Haines City FL 33844

By: _____
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)



HAINES CITY

WWW.HAINESCITY.COM

CITY COMMISSION MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: April 3, 2025

Subject: Ordinance No. 25-2098 – Large Scale Land Use Amendment for RWS Ranch Access Property – State Submittal

Executive Summary

Request approval to forward an approval for a state submittal by the City Commission regarding Ordinance No. 25-2098 for a Large-Scale Land Use Amendment (LUPA) by adopting and reclassifying the Future Land Use Map of the Comprehensive Plan from County Residential Low 4 (RL-4) to City Medium Density Residential in the North Ridge (MDR-NR).

Staff contact: Richard Greenwood, Development Services Director

Introduction

The purpose of this agenda item is to consider a Large-Scale Land Use Amendment (LUPA) by adopting and reclassifying the Future Land Use Map of the Comprehensive Plan from County Residential Low 4 (RL-4) to City Medium Density Residential in the North Ridge (MDR-NR).

Background

The property owner(s), RWS 27, LLC, applied for a Land Use Map Amendment on August 15, 2024. The current land use for this property is County Residential Low 4 (RL-4). This property was recently annexed into the city on February 6, 2025.

The property consists of 1.1+/- acres more or less and identified by parcel identification number 27-27-07-727000-010043.

As this property is located in the Green Swamp Area of Critical State Concern, the land use amendment request will be considered a Large-Scale amendment even though it is below 50 acres, and will be transmitted to the state for a state-coordinated review.

At present, the site is currently vacant and the property owner(s) are interested in developing this parcel as the entrance for a multi-family residential development.

The land use classification for Medium Density Residential in the North Ridge (MDR-NR) in the Haines City Comprehensive Plan is described as follows:

Medium Density Residential in the North Ridge (MDR-NR) – 5.00 to 14.99 units per acre. Medium density residential areas have been utilized where mixtures of dwelling types exist on smaller lots and generally have access to minor arterial and urban collector streets. The primary intent of this classification is to encourage the continuation of mixtures of housing types. These dwelling units should include one and two-story apartments, townhouses, duplexes, and single-family dwellings. Development activities within the intent of this classification can be achieved where such requirements as minimum land areas are met, open space is provided, public facilities and services are available and access to principal streets is safe and convenient.

The Planning Commission unanimously voted to forward an approval of this agenda item on March 10, 2025.

Organizational Goal(s)

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

Budget Impact

There is no budget impact for the 2024-2025 fiscal year.

Recommendation

Staff requests the City Commission to authorize staff to forward for approval and authorization, the proposed land use amendment to the State for Ordinance No. 25-2098 regarding a Large-Scale Land Use Amendment for RWS Ranch Property from County Residential Low 4 (RL-4) to City Medium Density Residential (MDR-NR).

ORDINANCE NO. 25-2098

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF HAINES CITY, FLORIDA, BY A LARGE SCALE LAND USE AMENDMENT TO THE LAND USE MAP BY RECLASSIFYING LAND FROM COUNTY RESIDENTIAL LOW 4 (RL-4) TO CITY MEDIUM DENSITY RESIDENTIAL IN THE NORTH RIDGE (MDR-NR) FOR PROPERTIES LOCATED ON SANDERS ROAD, IN HAINES CITY, FLORIDA; THE PROPOSED LARGE-SCALE LAND USE MAP AMENDMENT IS TO RE-DEFINE THE LAND USE OF THE PROPERTIES DESCRIBED THEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL OF A LARGE SCALE LAND USE AMENDMENT; PROVIDING FOR A COPY TO BE KEPT ON FILE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, empowers the City Commission to prepare and enforce Land Development Regulations for the implementation of the adopted Haines City Comprehensive Plan; and

WHEREAS, the City Commission adopted Ordinance No 13-1457 Land Development Regulations, to implement the adopted Haines City Comprehensive Plan; and

WHEREAS, the adopted Haines City Comprehensive Plan includes a future land use map; and

WHEREAS, the Haines City Planning Commission, at an advertised public hearing on March 10, 2025 as required by Chapter 21 of the land development regulations, has reviewed, heard public input and recommended that the City Commission change the Future Land Use Classification of the subject property from County Residential Low 4 (RL-4) to City Medium Density Residential in the North Ridge (MDR-NR); and

WHEREAS, the property consists of one parcel totaling 1.1± acres, and is located on Sanders Road, in Haines City, Florida; and

WHEREAS, the property consists of the real property described as:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 4 IN NE1/4 THAT PT
DESC AS: BEG NW COR OF TRACT 4 RUN S87-59-22E 100 FT S01-27-40W 115 FT
S46-44-14W 35.19 FT S01-27-40W 520.43 FT TO S LINE OF TRACT 4 N87-58-20W
75 FT TO W LINE OF TRACT 4 N01-27-40E 660.41 FT TO POB LESS RD R/W

Parcel ID No: 27-27-07-727000-010043

CONTAINING 1.1+/- ACRES, MORE OR LESS.

WHEREAS, in the exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to amend the future land use map contained in the Haines City Comprehensive Plan and this change is consistent with the public interest within Haines City, Florida.

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

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approving Land Use Designation to MDR-NR. The City Commission of Haines City (the "City Commission") hereby approves the Future Land Use Map Amendment to Medium Density Residential in the North Ridge (MDR-NR) for the real property described as follows:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 4 IN NE1/4 THAT PT
DESC AS: BEG NW COR OF TRACT 4 RUN S87-59-22E 100 FT S01-27-40W 115 FT
S46-44-14W 35.19 FT S01-27-40W 520.43 FT TO S LINE OF TRACT 4 N87-58-20W
75 FT TO W LINE OF TRACT 4 N01-27-40E 660.41 FT TO POB LESS RD R/W

Parcel ID No: 27-27-07-727000-010043

CONTAINING 1.1+/- ACRES, MORE OR LESS.

Section 3. Copy of Ordinance to be kept on file. The City Clerk shall keep and retain a copy of this Ordinance on file.

Section 4. Severability. The provisions of this Ordinance are severable; and, if any section, sentence, clause, or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 5. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 3rd day of April, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

PASSED AND ENACTED on second reading in regular session of the City Commission of the City of Haines City, this ____ day of _____, 2025

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: April 3, 2025

Subject: Resolution No. 25-1858 - Amendment No. 3 to Grant Agreement I0126 for the Wastewater Treatment Plant Generator

Executive Summary

Approve Amendment No. 3 to Grant Agreement I0126 for the Wastewater Treatment Plant Generator that extends the end date of the grant (Due to ongoing supply chain issues for critical component lead times). Staff Contact: Omar DeJesus, CPA, Finance Director

Introduction

The intent of this item is to request approval of Amendment No. 3 to Grant Agreement I0126 for the Wastewater Treatment Plant Generator.

Background

On September 9, 2021, the City Commission approved the acceptance of Grant I0126 from the State of Florida, Department of Commerce, for the Wastewater Treatment Plant Generator.

Amendment No. 1 modified Section 15 (Citizen Complaints).

Amendment No. 2 modified Section 28 (Employment Eligibility), Attachment A (Project Description and Deliverable) and Attachment G (Reports).

Amendment No. 3 reallocates funding between the tasks and extends the end date for the grant from November 7, 2025 to December 31, 2026.

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 2026.

Recommendation

Staff recommends the City Commission approve Amendment No. 3 to Grant Agreement I0126 for the Wastewater Treatment Plant Generator.

RESOLUTION NO. 25-1858

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; AUTHORIZING THE CITY OF HAINES CITY, FLORIDA TO EXECUTE AND DELIVER AMENDMENT NO. 3 TO GRANT AGREEMENT NO. I0126 FROM THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FINDINGS; PROVIDING AUTHORITY TO RATIFY, EXECUTE AND DELIVER AMENDMENT NO. 3 TO GRANT AGREEMENT I0126; PROVIDING FOR GENERAL AUTHORITY; PROVIDING FOR RECORDING; PROVIDING FOR COPIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haines City, Florida (the “City”) approved Grant Agreement No. I0126 Wastewater Treatment Plant Generator (the “Grant Agreement”) on September 9, 2021; and

WHEREAS, the City now intends to approve the form and authorize execution of Amendment No. 3 to Agreement No. I0126 (“Amendment No. 3”) with the State of Florida, Department of Commerce, formerly known as the Florida Department of Economic Opportunity.

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 Grant Agreement, attached hereto as Exhibit A, was approved in the amount of \$547,350.

SECTION 3. Amendment No. 1 to the Grant Agreement modified Section 15 (Citizen Complaints) and was approved by the City on October 22, 2022.

SECTION 4. Amendment No. 2 to the Grant Agreement modified Section 28 (Employment Eligibility Verification), Attachment A (Project Description and Deliverables) and Attachment G (Reports) and was approved by the City on July 18, 2024.

SECTION 5. Amendment No. 3 to the Grant Agreement reallocates funding between the tasks and extends the end date for the grant from November 7, 2025 to December 31, 2026.

SECTION 6. All resolutions or part of resolutions that 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. The Mayor of the City of Haines City, Florida is hereby authorized to execute any ancillary document in relation to the Grant Agreement.

SECTION 9. 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 3rd day of April, 2025.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

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**AMENDMENT THREE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On **November 8, 2021**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the **City of Haines City, Florida**. (“Subrecipient”) entered into agreement **I0126** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was amended on **December 11, 2022**, and **July 22, 2024**.

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. (3) PERIOD OF AGREEMENT is hereby deleted in its entirety and replaced with the following:

This Agreement is effective November 8, 2021 (the “Effective Date”) and ends December 31, 2026, unless otherwise terminated as set forth herein.

2. Attachment A, Project Description and Deliverables, 4. ELIGIBLE TASKS AND DELIVERABLES is hereby deleted in its entirety and replaced with:

A. Deliverable 1 – Construction

Subrecipient shall:

1. Remove and properly dispose of the existing 600-kWh diesel generator and associated components, clear the site and building of any impediments for installation of the new generator and ensure the site meets construction requirements.
2. Install 1000-kWh diesel generator on a concrete pad, and a above-grade diesel fuel tank commensurate with generator size and design plans.
3. Contractor will provide all necessary ancillary equipment required to install new generator to include an electric transfer switch, and upgraded electrical panel, and new wiring required.
4. The contractor will perform and submit final test and commission reports, including identification of all equipment repairs and/or adjustments made.
5. Completion of installation and wiring shall be certified by a qualified engineer.

3. Attachment A, Project Description and Deliverables, 6. DELIVERABLES: is hereby deleted in its entirety and replaced with the attached revised Attachment A.

4. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **I0126**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF HAINES CITY, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
OMAR ARROYO	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the Commerce would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards will be distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169

The Florida Department of Economic Opportunity (Commerce) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award had been granted under the **Critical Facility Hardening Program**. Projects eligible for, but not limited to, funding under this program are:

- Potable water facilities
- Wastewater facilities
- Police departments
- Hospitals
- Emergency operation centers
- Emergency shelters

2. PROJECT DESCRIPTION:

The **City of Haines City** (the "Subrecipient") has been awarded \$547,350.00 in CDBG-MIT (Community Development Block Grant - Mitigation) funding to harden the facilities which are an integral part of the Subrecipient's Wastewater Treatment Plant (WWTP) to ensure the plant remains fully accessible and operational during severe weather events.

The existing 600-kWH diesel generator currently in use at the facility is aging and consistently experiences operational failures. Such failures pose a risk of wastewater backing up in the collection system and potentially causing Sanitary Sewer Overflows (SSOs) that would release untreated wastewater into residential and/or commercial areas resulting in health and safety issues and impacting the overall ability of residents and businesses to rebuild. Funds awarded under this grant will be used to replace the existing generator with a 1000- KWH diesel generator to significantly reduce the risk of potential outages during severe weather events, increasing reliability and lessening the cost of maintenance. The new generator will be installed within a hurricane-rated, weather, and sound attenuating enclosure with an above-grade fuel tank and will be large enough to complete the full cycle process and prevent system failures. The service area for this project includes the City of Haines with an LMI score of 57.54, satisfying the LMI National Objective. There are no leverage funds associated with the completion of this project.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to Commerce within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the Commerce Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to Commerce for review and approval. The Staffing Plan must include the following:
1. Organizational Chart; and
 2. Job descriptions for Subrecipients employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and COMMERCE and State of Florida rules.
 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and COMMERCE policies.
 4. Policies and procedures to detect and prevent fraud, waste, and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email @hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available,
- D. Upload required documents into a system of record provided by Commerce.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by Commerce no later than thirty (30) days after agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to Commerce for review and approval by Commerce Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Actions Plan, Actions Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to Commerce ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by Commerce Grant manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grant management and compliance and direct program and product production, including:
1. Selection of applicants, subrecipients and/or staff that will be responsible managing applicant intake and related operations, compliance, finance and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.

3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to Commerce prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this agreement. Should the submitted contract require necessary additions and/or changes, Commerce Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract with thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by Commerce, receive the required Environmental Clearance from Commerce prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to Commerce within ten (10) calendars days after the end of each month:
 1. A revised detailed report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to Commerce monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month,
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 1. Submit updated organization chart on a quarterly basis with quarterly report.
 2. If staffing changes, there must be a submittal stating the names, job description, on the monthly report deadline.
 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter.
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project ss agreed upon in the Attachment C- Activity Work Plan. If subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from Commerce in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable 1 – Construction

Subrecipient shall:

1. Remove and properly dispose of the existing 600-kWh diesel generator and associated components, clear the site and building of any impediments for installation of the new generator and ensure the site meets construction requirements.
2. Install 1000-kWh diesel generator on a concrete pad, and a above-grade diesel fuel tank commensurate with generator size and design plans.
3. Contractor will provide all necessary ancillary equipment required to install new generator to include an electric transfer switch, and upgraded electrical panel, and new wiring

required.

4. The contractor will perform and submit final test and commission reports, including identification of all equipment repairs and/or adjustments made.
5. Completion of installation and wiring shall be certified by a qualified engineer.

5. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipients invoices described herein and process them on timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce sole and absolute discretion and process payments to Subrecipient.

6. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.C of the Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) or more tasks listed in 4.C, evidenced by submittal of the following documentation: <ol style="list-style-type: none"> 1. AIA forms G702 and G703, or their substantive equivalent, completed by the contractor. 2. Photographs of completed installation; and 3. Invoice package with Section 7 of this Scope of Work. 	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment
		Deliverable No. 1 Cost: \$547,350.00
TOTAL PROJECT COST NOT TO EXCEED \$547,350.00		

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 4, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program.
 - 4. Photographs of the project in progress and completed work;
 - 5. A copy of all supporting documentation for vendor payments; and
 - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
 - 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, Finance Director
Fred Reilly, City Attorney

Date: April 3, 2025

Subject: Resolution No. 25-1860 Authorize Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and Loan Authorization for Trinity Village, Ltd.

Executive Summary

Approve a Resolution Authorizing Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and Loan Authorization for Trinity Village, Ltd.

Introduction

The intent of this item is to approve a Resolution Authorizing Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and Loan Authorization for Trinity Village, Ltd.

Background

Trinity Worship Center International Ministries, Inc. (“Trinity”) is the owner of real property located within the jurisdiction of the City of Haines City, Florida (“City”). The legal description of Trinity’s real property is:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 & LESS
R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.
Parcel ID No. 27-27-16-740500-041700

Trinity has been approved for a Local Government Area of Opportunity (LGAO) project on the above-described real property by the Florida Housing Finance Corporation. Pursuant to the terms of the project approval, the City of Haines City, Florida, (the “City”) is required to provide a loan to Trinity in the amount of \$460,000.00 (the “Loan”).

Pursuant to the terms of the project approval by the Florida Housing Finance Corporation, Trinity Worship Center International Ministries, Inc. has formed a special purpose entity (Trinity Village, Ltd., a



HAINES CITY

THE HEART OF FLORIDA

Florida limited partnership) related to the project. Accordingly, Trinity Village, Ltd. will be the obligor of the Local Government Area of Opportunity loan.

The terms of the loan authorization (in the amount of \$460,000.00) to Trinity Village, Ltd. is stated below and in the Local Government Area of Opportunity Loan Term Commitment Letter.

The mutually acceptable repayment terms and the basic parameters of the Loan are as follows:

Borrower: Trinity Village, Ltd., A Florida limited partnership

Purpose: The purpose of the Loan is to facilitate the development of new construction of approximately 102-unit residential project which will include affordable senior housing. Additional project background is included in the attached Exhibit "A".

Amount: \$460,000

Term: Thirty (30) years commencing from the Final Certificate of Occupancy

Affordability

Period: Thirty (30) years

Interest Rate: 2.0% simple interest, through the Term of the loan

Repayment: Borrower may prepay all or any portion of the loan at any time. Payments on principal and interest, if any, shall be due in full upon the expiration of the Term of the Loan. The principal and interest, if any, may be forgiven if the Project remains affordable. Upon event of default which is continuing beyond any applicable notice and cure period, interest rate shall be at the maximum amount permitted by law.

Subordination: The City shall consent to the subordination of its loan to all other loans for the Project. The loan will be secured by a mortgage on the Borrower's fee simple interest in the property.

Nonrecourse: The loan shall be nonrecourse against the Borrower, the Borrower's members, and respective affiliates in the event of any deficiency judgments.

Source: Local Government Area of Opportunity investment.

Miscellaneous: The Loan closing shall be simultaneous with the closing of construction financing (senior construction loan) and closing tax credit equity for the Project, and subject to City's receipt of due diligence from the Borrower.



Organizational Goal(s)

Partnership: Encourage public and private partnerships.

Budget Impact

The budget impact due to this Agenda Item is \$460,000 when the future Local Government Area of Opportunity Loan is made to Trinity Village, Ltd.

Recommendation

Staff recommends a 2% interest rate for the Local Government Area of Opportunity loan commitment to Trinity Village. While prior similar projects have typically secured loans with lower interest rates—including many at 0%—this recommendation reflects the current higher interest rate environment and seeks to balance affordability with responsible fiscal stewardship. The developer has expressed satisfaction with the proposed terms, and the 2% rate ensures the City maintains flexibility for future funding opportunities while still supporting the creation of low-cost housing.

RESOLUTION NO. 25-1860

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA, PROVIDING FOR A LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN TERM COMMITMENT LETTER FOR TRINITY VILLAGE, LTD. AND LOAN AUTHORIZATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FINDINGS; PROVIDING FOR APPROVAL OF THE LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN TERM COMMITMENT LETTER AND LOAN AUTHORIZATION; PROVIDING FOR GENERAL AUTHORITY; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Trinity Worship Center International Ministries, Inc. (“Trinity”) is the owner of real property located within the jurisdiction of the City of Haines City, Florida (“City”). The legal description of Trinity’s real property is:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 &
LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.

Parcel ID No. 27-27-16-740500-041700

WHEREAS, Trinity has been approved for a Local Government Area of Opportunity (LGAO) project on the above-described real property by the Florida Housing Finance Corporation; and

WHEREAS, pursuant to the terms of the project approval by the Florida Housing Finance Corporation, the City of Haines City, Florida, (the “City”) is required to provide a loan to Trinity in the amount of \$460,000 (the “Loan”); and

WHEREAS, pursuant to the terms of the project approval by the Florida Housing Finance Corporation, Trinity Worship Center International Ministries, Inc. has formed a special purpose

entity (Trinity Village, Ltd., a Florida limited partnership) related to the project. Trinity Village, Ltd. will be the obligor of the Local Government Area of Opportunity loan from the City of Haines City, Florida; and

WHEREAS, the City Commission of the City of Haines City, Florida has determined that it is in the best interest of the citizens of the City of Haines City, Florida, to formally approve the Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and provide authorization for the loan to Trinity Village, Ltd. consistent with the Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter.

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

Section 1. Incorporation of Recitals. The above Recitals are true and correct and incorporated herein by reference.

Section 2. Findings. It is ascertained, determined and declared that:

- (a) The City is authorized by Section 1.01 of the City Charter to exercise its municipal powers.
- (b) The City Commission of the City of Haines City, Florida has determined that it is in the best interests of the citizens of the City of Haines City, Florida, to formally approve the Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter and provide authorization for the loan to Trinity Village, Ltd. consistent with the Local Government Area of Opportunity (LGAO) Loan Term Commitment Letter.

Section 3. Approval of Local Government Area of Opportunity Loan Term Commitment Letter and Loan Authorization. The City Commission hereby formally approves the Local Government Area of Opportunity Loan Term Commitment Letter attached hereto as Exhibit “A” and authorizes the Local Government Area of Opportunity loan to Trinity

Village, Ltd. consistent with the terms of the Local Government Area of Opportunity Loan Term Commitment Letter.

Section 4. 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 they are hereby authorized to execute and deliver all documents which are reasonably required to effectuate the Resolution including execution of the Local Government Area of Opportunity loan documents between the City and Trinity Village, Ltd. The City Clerk is authorized to attest and affix the official seal of the City of Haines City to any document required as a result of this Resolution for and on behalf of the City.

Section 5. Recording in the Public Records. This Resolution shall be recorded in the Public Records of Polk County, Florida.

Section 6. 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 ____ day of April, 2025.

CITY OF HAINES CITY, FLORIDA

Omar Arroyo, Mayor

ATTEST:

Sharon Lauther, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

CITY OF HAINES CITY LETTERHEAD

March 20, 2025

Bishop Charles Anderson
Trinity Village, Ltd.
3323 W. Commercial Blvd., Suite E220
Fort Lauderdale, FL 33309

Re: Local Government Area of Opportunity Loan Term Commitment Letter

Dear Bishop Anderson,

The City of Haines City (the "City") has awarded Trinity Village, Ltd., a Florida limited partnership, a Local Government Area of Opportunity (LGAO) loan in the amount of \$460,000.00 (the "Loan").

This letter serves to outline mutually acceptable repayment terms and the basic parameters of the Loan.

Borrower: Trinity Village, Ltd., A Florida limited partnership

Purpose: The purpose of the Loan is to facilitate the development of new construction of approximately 102-unit residential project which will include affordable senior housing. Additional project background is included in the attached Exhibit "A".

Amount: \$460,000.00

Term: Thirty (30) years commencing from the Final Certificate of Occupancy

Affordability
Period: Thirty (30) years

Interest Rate: 2.0% simple interest, through the Term of the loan

Repayment: Borrower may prepay all or any portion of the loan at any time. Payments on principal and interest, if any, shall be due in full upon the expiration of the Term of the Loan. The principal and interest, if any, may be forgiven if the Project remains affordable. Upon event of default which is continuing beyond any applicable notice and cure period, interest rate shall be at the maximum amount permitted by law.

Subordination: The City shall consent to the subordination of its loan to all other loans for the Project. The loan will be secured by a mortgage on the Borrower's fee simple interest in the property.

Nonrecourse: The loan shall be nonrecourse against the Borrower, the Borrower's members, and respective affiliates in the event of any deficiency judgments.

Source: Local Government Area of Opportunity investment

Miscellaneous: The Loan closing shall be simultaneous with the closing of construction financing (senior construction loan) and closing tax credit equity for the Project, and subject to City's receipt of due diligence from the Borrower.

Sincerely,

James R. Elensky, City Manager

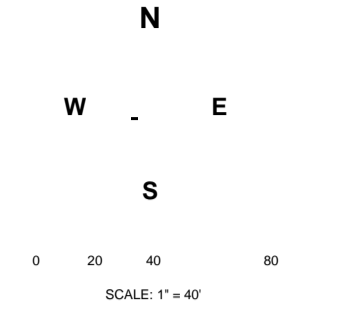
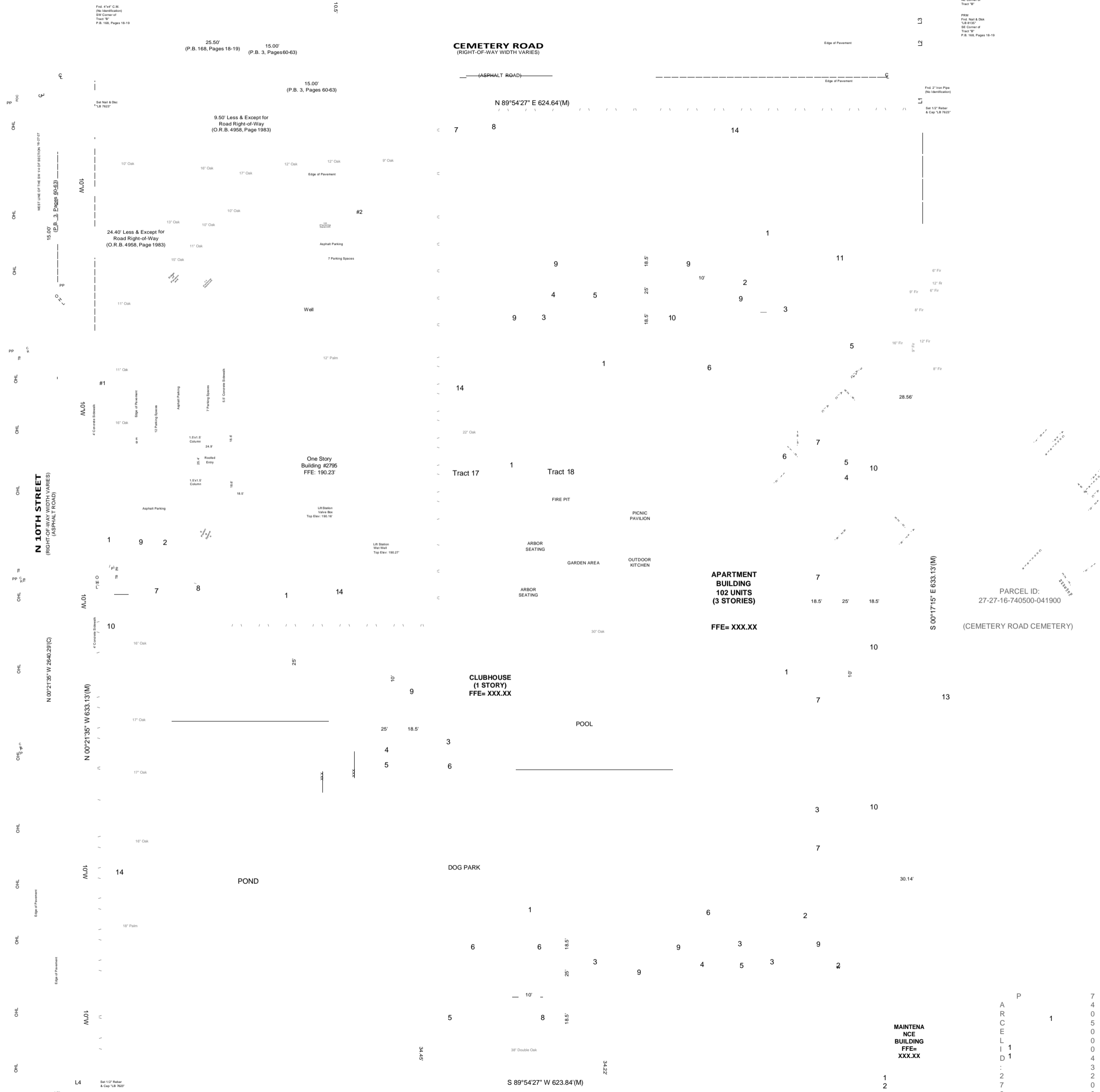
BORROWER:

TRINITY VILLAGE, LTD.
BY: TRINITY VILLAGE GP,
INC. ITS: GENERAL

Exhibit "A"

HIGHLAND PLACE
PLAT BOOK 168, PAGES 18-19

CEMETERY ROAD
(RIGHT-OF-WAY WIDTH VARIES)



LEGEND

	FOOT TYPE 'D' CONC CURB
	CONCRETE WALK/PAVEMENT
	ASPHALT PAVEMENT
	WHEEL STOP

PROJECT LOCATION
2795 NORTH 10TH STREET
HAINES CITY, FLORIDA 33844
POLK COUNTY

PARCEL ID
27-27-16-740500-041700

PROPOSED LAND USE
MULTI-FAMILY RESIDENTIAL APARTMENTS

SITE AREA
395,223 SF 9.07 AC

DWELLING UNITS
102 (144 BEDROOMS)

DENSITY
102 DWELLING UNITS / 9.07 ACRE 11.24 U/A

BUILDING
BUILDING HEIGHT 47'-9"
BUILDING STORIES 3

MIN. BUILDING SETBACKS

NORTH	25 FEET
SOUTH	25 FEET
EAST	25 FEET
WEST	25 FEET

LAND USE CALCULATIONS (APARTMENT ONLY)

PROJECT AREA	312,856 SF	7.18 AC	100%
BUILDING PADS	38,077 SF	0.87 AC	12.17%
ASPHALT / CONC	0 SF	0.00 AC	0.00%
OPEN SPACE	0 SF	0.00 AC	0.00%
TOTAL IMPERVIOUS	38,077 SF	0.87 AC	12.17%
TOTAL PERVIOUS	0 SF	0.00 AC	0.00%

PARKING
PARKING REQUIREMENT: 2 SPACES PER DWELLING UNIT
2 x 102 UNITS = 204 SPACES REQUIRED

PARKING PROVIDED: 145 SPACES

SPACE TYPE	REQUIRED	PROVIDED
STANDARD (10' x 18.5')	197	134
ADA (12' x 18.5')	7	11
TOTAL	204	145

- # CONSTRUCTION NOTES**
- 5' SIDEWALK 4" THICK CONC
 - DETECTABLE WARNING (TYP)
 - ADA COMPLIANT SIDEWALK RAMP w/ DETECTABLE WARNING
 - 5' WIDE ADA AISLE (TYP)
 - 12' WIDE H/C PARKING SPACE WITH H/C PARKING SIGN (TYP)
 - H/C PARKING SIGN (TYP)

SITE PLAN

TRINITY VILLAGE APARTMENTS
 2795 NORTH 10TH STREET
 HAINES CITY, POLK COUNTY, FLORIDA

NO. DATE REVISION BY SHEET TITLE

LIBERTY SQUARE
PLAT BOOK 147, PAGES 39-44 TRACT "E" (OPEN SPACE)

PARCEL ID:
27-27-16-740504-001770 (LIBERTY SQUARE HOMEOWNERS
ASSOCIATION INC)

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(KOMPLEAT LTD)

Green Mills Group - Local Government Contribution Examples

Development Name	Jurisdiction That Provided the Funds	Amount	Term	Summary of Repayment Terms	Interest Rate
Lofts on 6th	City of Fort Lauderdale	\$640,000	30 years	Borrower may prepay all or any portion of the loan at any time. Payments on principal and interest, if any, shall be due in full upon the expiration of the Term of the Loan. The principal and interest, if any, may be forgiven if the project remains affordable.	0%
Burlington Place	City of St. Petersburg	\$90,000	35 years	The \$90,000 loan provided by the City of St. Petersburg shall, unless an event of default occurs, be deferred for five years from the date of the Note ("Deferral Period") and shall accrue interest at 0% per annum. At the end of the Deferral Period, the Borrower shall make ten (10) payments in the amount of \$2,571.43 annually commencing on June 30, 2022 through June 30, 2031 ("Payment Period"). After the Payment Period, the remaining principal balance of the Note shall be deferred. Payments are subject to Available Cash Flow as defined by Florida Housing.	0%
Burlington Post	City of St. Petersburg	\$90,000	40 years	Unless an event of default occurs, payments shall be deferred for nine years from December 31, 2018 ("Deferral Period") and shall accrue interest at 0% per annum. At the end of the Deferral Period, the Borrower shall make eleven (11) payments in the amount of \$3,000, commencing on December 31, 2028, paid annually in years 10 through 20 ("Payment Period"). After the Payment Period, the remaining principal balance of the Note shall be deferred. The balance due on this Note, including principal and all accrued interest (if any), may be forgiven on the Maturity Date (January 1, 2039) in the sole and absolute discretion of the Lender. Payments are subject to Available Cash Flow as defined by Florida Housing.	0%
Burlington Post II	City of St. Petersburg	\$5,825,578	50 years	The loans are deferred and then forgiven at the City and CRA's sole discretion at the end of 50 years if the terms of the agreement have been met, but no sooner than 15 years at the time of any refinancing of the first mortgage or sale of the property. The interest rate on the loans will be 0.00% per annum and there will be no prepayment penalty. If the loans are not forgiven, the loan shall mature in 50 years. Income restrictions will remain in place for 50 years regardless of ownership or any loan prepayments.	0%
No Name	Pinellas Conty	\$3,750,000	50 years	The loan will be deferred and then forgiven at the County's sole discretion at the end of 50 years if the terms of the agreement have been met, but no sooner than 15 years at the time of any refinancing of the first mortgage or sale of the property.	0%
Auburn Village	Polk County	\$354,000	30 years	Construction Period: Borrower will make quarterly interest only payments. Permanent Period: Starting in the 25th loan month, through the maturity date, borrower will make quarterly payments of principal and interest on the loan.	1.50%
Seven on Seventh	City of Fort Lauderdale CRA	\$285,000	40 years	Principal and any unpaid interest due in 2062 though the loan may be forgiven in the Lender's discretion.	0.01%
No Name	Broward County Grant to Nonprofit parter (Broward Partnership for the Homeless)	\$1,000,000	40 years	Broward County \$1MM grant to nonprofit partner, BPHI. BPHI then reloaned to development with 40 year term, at 1% simple interest, subject to Available Cash Flow as defined by Florida Housing.	1%
Silver Creek	Miami-Dade County SURTAX	\$2,225,000	30 years	Terms include an interest rate of 0% during construction (years one and two), 1.5% interest-only payable from Development cash flow during years three through 30, with another 0.50% interest accruing and due at maturity. Interest will be due from development cash flow and full principal due at maturity.	0%
Forest Ridge	Citrus County	\$200,000	30 years	This subordinate loan is 0% interest and non-amortizing with principal repayment due at the end of the loan term. The term of the loan is to match the end of the senior mortgage amortization period (currently 35 years). Forgiveness of the loan is at the Lender's discretion.	0%
Midtown Lofts	City of Lakeland CRA	\$162,000	30 years	The principal shall be due three months after the scheduled maturity date of the permanent financing for the Mortgaged Property.	0%
The Verandas	Punta Gorda	\$340,000	18 Years with Balloon	Principal and Interest with Balloon Payment in year 18	1%
Tranquility at Milton	Milton	\$354,000	40 Years	March of 2022 - City initically agreed to a 15 year term but ammended it to 40 year loan.	1.80%
Madison Oaks West	Marion County	\$460,000	30 years	0% interest that is forgivable on 30 year note	0%
Lofts at Cathedral	Jacksonville	\$625,000	20 years	Northbank CRA loan program, for 20 years with option for prepayment and 1% interest payable semi-annually. No principal payments required until maturity when due in full.	1%
Lofts at Murray Hill	Jacksonville	\$115,000	20 Years	Jacksonville Housing Finance Authority for 20 years	0%