

CITY OF HAINES CITY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY MEETING

May 1, 2025, 5:30 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.

)LD E	BUSINESS
2.a	CRA Board Member Appointment
	The intent of this item is to fill a vacancy on the CRA board for a term of three
	of (4) years as determined by Ordinance 90-770
	Staff Contact: Sharon Lauther, MMC, City Clerk
2.b	Reallocation of CRA Financial Funds per Florida Statute Discussion
	Discussion on reallocation of CRA funds per Florida Statute 163.387(7).

3. NEW BUSINESS

3.a	CRA Fiscal Year 2024-2025 Budget Amendment No. 2 Amend the fiscal year budget ending September 30, 2025 to assign excess funds per Florida Statute 163.387(7).	18
	Staff Contact: Omar DeJesus, Finance Director, CPA	
3.b	Marquee on US 17/92 – District 327 Carryover Project	23
	Approval to purchase a marquee on US 17/92.	
	Staff Contact: Brian Ross, Technology Management Director	
3.c	Request to Purchase a Geothermal Heater/Chiller System for the Janet J. Smith	27
	Aquatic Facility	
	Purchase of a Geothermal Heater/Chiller system for the Janet J. Smith Aquatic	
	Facility.	
	Staff Contact: Terrell Griffin, Parks and Recreation Director	
3.d	32-Acre Park Master Plan Update and Change Order Request	31
	Approve updated Master Plan and Change Order.	
	Staff Contact: Terrell Griffin, Parks and Recreation Director	

4. CRA BOARD MEMBER COMMENTS

5. ADJOURNMENT



City of Haines City Advisory Board Application

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

	Charter Review Committee
Board of Adjustment	Canvassing Board
Community Redevelopment Agency	
Emerging Youth Advisory Council	fangerander (* 1997) Antonina (* 1997)
Firefighters Pension Board of Trustees	
General Employees' Pension Board of Trustees	
Lakes Advisory Board	
Parks and Recreation Advisory Board	
Planning Commission	
Police Pension Board of Trustees	
Public Safety Advisory Board	
Personal Information Name: <u>EIYCi GIONZAICZ</u> Home Address: (Do Not use P.O. Box) <u>2006</u> (City: <u>Haines City</u> zip: <u>33844</u> Email: <u>EIYCi @ Jahco. com</u>	itrus Blvd.
Employment Information – Please attach resume with s	ubmission
Employer: <u>OGO Construction Group</u> Business Address: <u>1099 W. Commerce A</u> Email: <u>Occonstructiongroup</u> Zip: <u>33844</u> gmcil. Com	Position Title: <u>Administrative Secretary</u> <u>ve., <u>Haines City</u> Contact Phone: <u>863-5914-4697</u></u>
Signature:	Date: 3/17/2025

Elyci Gonzalez

I would like to obtain a position that offers me personal growth while challenging me by using my skills and abilities acquired in the past to benefit the community. 2006 Citrus Blvd. Haines Clty, FL. 33844 (786) 587-7712 elyci@yahoo.com

EXPERIENCE

O & O Construction Group, Haines City — Administrative Assistant

October 2021-Present (Fulltime)

Omar Arroyo's Executive Assistant October 2021-Present (Part-time)

Greet and assist customers
 Answer and route phone calls accordingly
 Check voicemail, take and deliver messages accordingly
 Generate letters and memos
 Typed, send, receive and deliver emails accordingly
 Schedule appointments and meetings
 Reviewed budgets
 Bookkeeping
 Assisted community events
 Other duties as assigned

Polk County Tax Collector's Office, Davenport — Road Tester

April 2021 - September 2021

 Greet and assist guests/customers
 Verify proper documentation and input data before road testing
 For road testing, evaluate driving skills according to state mandates.
 If driving test passed, issue Fl Driver's License

Law Office of Brian R. Hersh, Miami, FL. — Administrative Assistant

August 2003-Present

● Greet and assist customers ● Answer and route phone calls accordingly ● Check voicemail, take and deliver messages accordingly ● Typed letters and memos ● Generated pleadings ● Typed, send, receive and deliver emails accordingly ● Schedule appointments, court hearings and mediations ● Assist Attorney/clients with translation ● E-filing with different county and federal courts using different web pages and applications ● Other duties as assigned

EDUCATION

State of Florida Department of Education, Miami, FL

High School Diploma - June 2008

SKILLS

- Excellent interpersonal and customer service skills
- Excellent communication skills (verbal & written)
- Analytical and problem solving skills
- Self-motivated, dependable and efficient
- Great organizational and multitask skills
- Proficient working with computers and handheld devices and applications..

LANGUAGES

Fluent in English & Spanish Verbal & Written

PROJECTS

Hispanic Empowerment Foundation— VP & Executive Director

This is a non-profit foundation which was created to raise money to be able to assist financially to students with unmet needs who will be attending college.

REFERENCES:

PERSONAL: Dessire Duarte-Accountant (786)-859-0425 BUSINESS: Brian R. Hersh-Attorney at Law (305)-546-8505 BUSINESS: Omar Arroyo- Entrepreneur (863)-594-4697



City of Haines City Advisory Board Application

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

Board of Adjustment _2	
Community Redevelopment Agency (CRA) _1	
CRA - Citizens Advisory Committee	
Emerging Youth Advisory Council	
Firefighters Pension Board of Trustees	
General Employees' Pension Board of Trustees	
Lakes Advisory Board	
Parks and Recreation Advisory Board	
Planning Commission	
Police Pension Board of Trustees	
Public Safety Advisory Board Personal Information Haines City Resident:	Yes No O
Name: <u>Ketorah Manuel</u>	
Home Address: (Do Not use P.O. Box) <u>1001 Avenue C</u>	
City: <u>Haines City</u> Zip: <u>33844</u>	Contact Phone: <u>(863) 206-6937</u>
Email:kittymanuel@yahoo.com	
Employment Information – Please attach resume with su	ubmission
Employer: <u>ACS</u> I	Position Title: <u>Nurse</u>
Business Address: <u>163 E Morse Blvd Suite 210</u>	
Email: <u>Winter Park</u> Zip: <u>32789</u>	Contact Phone: <u>(407) 270-5501</u>
Signature:KManwQ	Date: _03/28/2025



Ketorah Manuel

Haines City, FL 33844
863-206-6937
kittymanuel@yahoo.com

SKILLS ()	Chart Abstraction	Ability to work effectively in an environment with frequent interruptions	
	Ability to act autonomous, self- directed manner while maintaining the ability to collaborate with others	Knowledge of Medical Terminology	
	Proficiency using Access, Microsoft Word, Excel	Self-motivated	
	Individual and group instruction	Clinical documentation expert	
	Detailed oriented	Call center experience	
	Insurance verification	Case Management	
	Critical Thinking	Excellent verbal written and communication skills	
PROFESSIONAL O	Experienced Healthcare IT Consultant window management experience and 20+ years		
	Customer Service Representative bringin communication, active listening and anal customer experiences by employing serv customer desires, ad providing customize	ytical problem-solving skills. Enhances vice-oriented behaviors, understanding	
	FRAUD INTAKE REPRESENTATIVE US Bank Remote	05/2023 to CURRENT	
	Perform investigation of potential fraud activity on existing debit card accounts		
	• Verify charges and recent activity to		
	 Monitor Falcon fraud alerts and per 		
	 Resolution of member inquiries at L Provide provisional credit to card m 	embers who have filed a card dispute, as	
	deemed necessary		
	Documents activities and prepare w	Ū.	
	 Collaborates and coordinate with la concerning investigative efforts 	w enforcement officers and attorneys	
Ģ	AGENCY NURSE	01/2012 to CURRENT	
	Various		

Broke down and evaluated user problems using test scripts, personal expertise and probing questions Responded to support requests from end users and patiently walked

CERNER CONSULTANT(FLOAT)

Centra Carolina Health

follow-up care

- Quickly responded to situations impacting safety and security to unit. actualizing crisis prevention interventions to control and de-escalate situations
- Administered medications and treatment to patients and monitored responses while working with healthcare teams to adjust care plans.

CALL CENTER REPRESENTATIVE

Walt Disney Parks And Resorts | Orlando, FL

- Managed high call volumes while providing exceptional customer support • and maintaining professional composure.
- Handled escalated calls professionally, effectively resolving complex issues • and ensuring client satisfaction at all times.
- Mastered multiple software systems for seamless navigation during calls, • improving efficiency and reducing hold times for customers.
- Enhanced customer satisfaction by efficiently addressing and resolving • inquiries in a timely manner.
- Self starter with minimal supervisor required
- Reduced average call handling time, ensuring prompt service to customers while maintaining quality interactions.

05/2019 to 05/2019

• Addressed disruptions in patient care, including delays in discharge, postponed procedures and discharge equipment unavailability

- Provided skilled, timely and level-headed emergency response to critically-ill patients
- Vaccinated patients to protect individuals from measles, pneumonia, influenza and other illnesses of concern
- Equipped patients with tools and knowledge needed for speedy and sustained recovery
- Provided direct patient care, stabilized patients and determined next course of action
- Implemented interventions, including medication and IV administration, catheter insertion and airway management
- Implemented care plans for patient treatment after assessing physician • medical regimens
- Educated family members and caregivers on patient care instructions •
- Followed all personal and health data procedures to effectively comply with • HIPAA laws and prevent information breaches
- Accurately documented all elements of nursing assessment, including treatment, medications and IVs administered, discharge instructions and

06/2021 to 05/2023

individuals through basic troubleshooting tasks

Provided elbow support as needed in ICU, ED, and Med Surg.

CERNER CONSULTANT(FIRSTNET)

04/2019 to 04/2019

Frye Regional Medical Center

- Provided elbow support to ED staff
- Closely collaborated with project members to identify and quickly address problems
- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Responded to support requests from end users and patiently walked individuals through basic troubleshooting tasks
- Followed up with clients to ensure optimal customer satisfaction following support engagement and problem resolution.

CERNER CONSULTANT(FIRSTNET)

02/2019 to 03/2019

Seacoast Medical Center

- Responded to support requests from end users and patiently walked individuals through basic troubleshooting tasks
- Demonstrated professionalism and courtesy with customers while working • to resolve complaints, problems or respond to questions
- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Provided elbow support to providers and nurses in ED.

CERNER CONSULTANT(FLOAT)

St Francis

- Demonstrated professionalism and courtesy with customers while working • to resolve complaints, problems or respond to questions
- Documented all transactions and support interactions in system for future reference and addition to knowledge base
- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Provided elbow support in ambulatory clinics, Med Surg, and L&D.

CERNER MENTAL HEALTH CONSULTANT

Centra Health Virginia Baptist

- Followed up with clients to ensure optimal customer satisfaction following • support engagement and problem resolution
- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Provided solutions to operations issues for users of Cerner in Pediatric Mental Health unit; working closely via phone, email, and live chat with end users.

08/2018 to 09/2018

10/2018 to 11/2018

Jordan Valley Medical Center

- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Responded to support requests from end users and patiently walked individuals through basic troubleshooting tasks
- Provided elbow support in L&D, Post Partum and NICU.

CERNER INFUSION MANAGEMENT EDUCATOR

St John's Macomb-Oakland

• Provided expertise for clinical training using Alaris Pumps.

CERNER TRAINER

Memorial Health System

- Tracked attendance for each participant
- Scheduled and taught in class to increase learning opportunities
- Gathered and organized supplementary material to support structured lessons
- Instructor Led Classroom training for FirstNet, Powerchart and PathNet.

REVENUE CYCLE ANALYST

Los Angeles County Department Of Health Services

- Coordinate and monitor all change request made to the Charge Master
- Work directly with LAC DHS staff to educate, audit, revise codes and processes, as needed to insure compliance and proper charge capture
- Ensure all knowledge capital created is uploaded to SharePoint and tracked on the Divurgent status report
- Perform Charge Master updates using a Microsoft Access and Excel programs
- Served as the Liaison between LAC Financial Department and LAC Hospital Department leadership
- Meet and work with all personnel involved in setting up, service areas relative to development and/or changes to Charge Master
- Work with clinical departments in maintaining and review special portions of the Charge Master
- Escalate issues, risks and recommendations to project leadership on implementation processes, tools, and methodology based on overall continuous quality improvement process
- Demonstrated ability to effectively produce a high quality of work and to initiate the completion of extensive multiple tasks not specifically directed in a fast-paced, everchanging and evolving work environment
- Provided excellent written, verbal, and interpersonal communication skills with an acute ability to listen attentively and to communicate effectively throughout all levels of the organization
- Proven ability to work collaboratively with colleagues, clients, and team members to create a results-driven, team oriented environment.

02/2017 to 04/2017

05/2016 to 01/2017

04/2017 to 06/2017

MEDICAL SUPPLY EDUCATOR

Quintiles Health Management Solutions

- Educate end users on new medical wound care devices used in hospital facilities, primarily in critical care units
- Assess customer needs and assist with resolving issues stemming from lack of medical device knowledge or understanding of the product
- Assist in the delivery of medical device-related in-service education to support key customers
- Received training and certification from Quintiles to represent brand, explain technical functions of devices and guide product selection by customers.

PROJECT COORDINATOR

08/2015 to 11/2015

DIVURGENT

- Manage project resources, schedules, report time and attendance
- Review and edit daily log reports from resources throughout the project
- Assisted the project manager with the daily status report and time approval for Go-Live staff
- Attend client meetings and ensure client's needs are met in timely and cost effective manner
- Use project scheduling and control tools to monitor project plans, work hours, budgets, and expenditures as well as assist PM with daily needs
- Tracked all hours and expenses to keep project on task and within budgetary parameters
- Maintained project schedules by managing timelines and making proactive adjustments.

EPIC GO-LIVE CONSULTANT-TEAM LEAD

06/2015 to 08/2015

Lahey Health System

- Led go-live support team as level-three supervisor providing assistance to average of 25 consultants
- Roam and assist night shift consultants as needed
- Answer calls in command center and create escalating tickets when needed
- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Engaged end users and answered questions via email, phone, website live chat and in forums
- Responded to support requests from end users and patiently walked individuals through basic troubleshooting tasks
- Demonstrated professionalism and courtesy with customers while working to resolve complaints, problems or respond to questions.

AMBULATORY EPIC CONSULTANT

Lahey Hospital & Medical Center

- Worked in GYN and Plastic Surgery Clinic
- Worked with providers to resolve some technical problems, improve operations and provide exceptional customer service

03/2015 to 06/2015

- Engaged end users and answered questions via email, phone, website live • chat and in forums
- Explained technical information in clear terms to non-technical individuals to promote better understanding
- Broke down and evaluated user problems using test scripts, personal expertise and probing questions.

CERNER HELP DESK ANALYST(REMOTE) ESD

08/2014 to 02/2015

- Identify and answer process, work-flow and technical questions •
- Assist with investigating and resolving routine problems via phone by using applicable monitoring and troubleshooting tools
- Document investigation and issue resolution process •
- Managed high levels of call flow and responded to Cerner technical support • needs of customers
- Logged support tickets and closed when issues were resolved
- Conducted in-depth product and issue resolution research to address • customer concerns
- Provided solutions to operations issues for users of Cerner in various modules, working closely via phone, email, live chat and web teleconference with end users
- Maximized use of hardware and software by training users and interpreting instructions
- Maintained high tech support standards for guality and productivity metrics
- Compiled and accurately entered data for each customer encounter to • record in system
- Assisted customers with troubleshooting issues encountered while using hardware or software, providing actionable tips to resolve problems
- Performed tests of functionality, security and performance of different • workstations and devices
- Loaded software, granted permissions and configured hardware for new employees as part of onboarding process
- Managed customers' expectations of support and technology functionality in order to provide positive user experience
- Activated accounts for clients interested in new services
- Gathered pertinent data, identified and evaluated options and recommended an effective course of action.

CHART ABSTRACTION

07/2014 to 09/2014

BayCare Health System Inc.

- Abstract health information from patients' paper or electronic medical charts
- Enter abstracted data into a standard data collection tool
- Provide accurate, prompt post-assessment findings to the project lead •
- Carry out routine correspondence chart abstraction
- Managed system conversion and maintained minimal downtime during

updates

- Accurately convert patient records in timely manner, typically within 24-hour period
- Utilized Cerner to manage and confirm patient data, such as insurance, demographic and medical history information
- Reviewed charts and flag incomplete or inaccurate information.

MEDICAL CHART ABSTRACTION

05/2014 to 06/2014

Kansas Medical Center

- Extract and enter defined data elements found in the patient physical chart into Cerner
- Coordinates missing chart report for abstracting purposes for follow up to obtain records that were initially unavailable
- Interacts and contacts other clinical resources, both internal and external as needed, to clarify medical record documentation as necessary
- Preps, Scans and perform quality control and indexing of predefined documents from the patient record into the electronic clinical system.

HELP DESK ANALYST- CERNER POWERCHART MATERNITY 04/2014 to 05/2014

ATHENS MEDICAL CENTER

- Provide daily command center Cerner PCM phone support to providers and clinicians
- Create tickets for issues that were unable to be resolved
- Compiled and accurately entered data for each customer encounter to record in system
- Engaged end users and answered questions via email, phone, website live chat and in forums
- Documented all transactions and support interactions in system for future reference and addition to knowledge base
- Provided on-call support for critical issues related to Cerner and Powerchart Maternity.

EDUCATION	Ó	Associate of Science	EXPECTED IN 12/2025	5
		Valencia College, Orlando, FL		
	Ò	Insurance Claims Adjuster	01/2017	7
		Polk State College, Winter Haven, FL		
	Ò	Technical : LPN	01/2003	3
		Traviss Technical College, Lakeland, FL		
	Ó	High School Diploma	01/1997	7
		Haines City Senior High School, Haines City, FL		



WWW.HAINESCITY.COM

Community Redevelopment Agency

То:	The Honorable Chairman and CRA Members
Through:	James R. Elensky, City Manager
From:	Alexander Abraham, CRA Manager/Consultant
Date:	May 1, 2025
Subject:	Reallocation of CRA Financial Funds per Florida Statute Discussion

Executive Summary

Discussion on reallocation of CRA funds per Florida Statute 163.387(7). Staff Contact: Alexander Abraham

Introduction

Based on the unaudited financial statements for Fiscal Year 2024, excess revenues have been identified and may be reallocated to support eligible redevelopment projects. At the April 22, 2025 CRA Board meeting, the Board requested additional options rather than the proposed allocation to the Tournament Complex Project.

Staff have identified other potential projects in District 328 that align with the adopted CRA Redevelopment Plan and recommends funding allocations accordingly.

Background

Section 163.387(7), Florida Statutes, provides that "any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(a) Returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities for that year;

(b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;

(c) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan

Organizational Goal(s)

Objective 9. Establish the administrative, financial, and programmatic mechanisms necessary to achieve the goals and objectives of the Haines City Redevelopment Plan

Budget Impact

Reallocation of funds per Florida Statute to result in a budget amendment.

Recommendation

Obtain approval of proposed reallocation and initiate Budget Amendment #2 to ensure compliance with Florida Statute requirements.

Haines City CRA Financial Statement as of September 30, 2024 (Unaudited) For Fiscal Year: 2024 thru Month: Sep / Fund: 102 CRA (CITY)

Account Number	Account Title	Ending Bal	District 328 (Previously 46)	District 327 (Previously 47)
102-00-31-1-0-46-00	AD VALOREM - DISTRICT 46	9,344,666.74	9,344,666.74	
102-00-31-1-0-47-00	AD VALOREM - DISTRICT 47	318,400.27		318,400.27
102-00-34-7-4-00-00	LATIN EXPO	5,546.55	5,546.55	
102-00-36-1-0-10-00	INTEREST ON INVESTMENTS	711,095.97	687,665.20	23,430.77
102-00-36-6-0-10-00	GIFTS & DONATIONS TOTAL REVENUES	29,266.00 10,408,975.53	<u> </u>	341,831.04
				<u> </u>
Branding,Marketing,Co 102-10-51-9-9-91-10	mmunications TRANSFER TO GENERAL FUND	906,540.32	906,540.32	
Community Policing				
102-10-52-1-1-12-10	REGULAR SALARY	43,133.88	43,133.88	
102-10-52-1-1-14-10	OVERTIME	399.84	399.84	
102-10-52-1-1-15-10	INCENTIVE PAY	924.00	924.00	
102-10-52-1-1-21-10	FICA TAXES	3,401.73	3,401.73	
102-10-52-1-1-22-10 102-10-52-1-1-23-10	RETIREMENT LIFE & HEALTH INSURANCE	5,778.30 7,996.70	5,778.30 7,996.70	
102-10-52-1-1-23-10	WORKERS' COMP	4,202.02	4,202.02	
102-10-52-1-3-52-10	OPERATING	240.00	240.00	
102-10-52-1-6-64-10	CAPITAL OUTLAY	101,858.48	101,858.48	
Economic Developmen	t Operations			
102-10-55-9-1-12-10	REGULAR SALARY	222,203.66	222,203.66	
102-10-55-9-1-15-10		3,695.00	3,695.00	
102-10-55-9-1-21-10	FICA TAXES	17,711.09 34,428.50	17,711.09 34,428.50	
102-10-55-9-1-22-10 102-10-55-9-1-23-10	RETIREMENT LIFE & HEALTH INSURANCE	34,428.50 39,709.24	34,428.50 39,709.24	
102-10-55-9-1-24-10	WORKERS COMPENSATION	2,334.47	2,334.47	
102-10-55-9-3-31-10	PROFESSIONAL SERVICES	94,825.92	94,825.92	
102-10-55-9-3-32-10	ACCOUNTING/AUDITING	750.00	750.00	
102-10-55-9-3-40-10	TRAVEL & PER DIEM	3,701.49	3,701.49	
102-10-55-9-3-41-10 102-10-55-9-3-43-10	COMMUNICATIONS UTILITY SERVICES	2,280.73 7,696.69	2,280.73 7,696.69	
102-10-55-9-3-44-10	RENTALS & LEASES	3,226.87	3,226.87	
102-10-55-9-3-46-10	REPAIR MAINTENANCE SERV	74.82	74.82	
102-10-55-9-3-47-10	PRINTING & BINDING	104.00	104.00	
102-10-55-9-3-48-10	PROMOTIONAL ACTIVITIES	2,444.39	2,444.39	
102-10-55-9-3-49-10 102-10-55-9-3-49-30	OTHER CURRENT CHARGES OB LATIN EXPO	16,571.57 14,836.31	16,571.57 14,836.31	
102-10-55-9-3-51-10	OFFICE SUPPLIES	1,164.90	1,164.90	
102-10-55-9-3-52-10	OPERATING SUPPLIES	15,154.73	15,154.73	
102-10-55-9-3-52-20	GAS & OIL	3,181.57	3,181.57	
102-10-55-9-3-52-30	UNIFORMS	645.77	645.77	
102-10-55-9-3-54-10	BOOKS PUBS SUBS MEMS	4,629.22	4,629.22	
102-10-55-9-3-55-10 102-10-55-9-9-91-10	TRAINING TRANSFER - DEBT SERVICE	6,750.19 1,836,212.71	6,750.19 1,836,212.71	
Parks & Streetscapes				
102-10-57-2-1-12-10	REGULAR SALARY	(2,315.78)	(2,315.78)	
102-10-57-2-1-12-10	REGULAR SALARY	(176.13)	(176.13)	
102-10-57-2-1-21-10	FICA TAXES	(291.58)	(291.58)	
102-10-57-2-1-22-10 102-10-57-2-3-52-10	RETIREMENT OPERATING SUPPLIES	17,310.43 476.22	17,310.43 476.22	
102-10-57-2-3-52-20	GAS & OIL	4,029.00	4,029.00	
102-10-57-2-6-62-10	BUILDINGS	52,371.00	52,371.00	
102-10-57-2-6-63-10	IMPROVEMENTS OTHER THAN BUILDINGS	252,903.44	252,903.44	
102-10-57-2-6-64-10	MACHINERY & EQUIPMENT	35,999.00	35,999.00	
102-10-57-2-6-64-20	CAPITAL OUTLAY - TECH	13,887.95	13,887.95	
Lake Eva Banquet Hall				
102-10-57-5-1-12-10 102-10-57-5-1-14-10	REGULAR SALARIES & WAGES OVERTIME	177,828.71	177,828.71	
102-10-57-5-1-14-10	INCENTIVE	5,642.83 660.00	5,642.83 660.00	
102-10-57-5-1-21-10	FICA TAXES	13,876.79	13,876.79	
102-10-57-5-1-22-10	RETIREMENT CONTRIBUTIONS	23,008.86	23,008.86	
102-10-57-5-1-23-10	LIFE & HEALTH INSURANCE	40,744.04	40,744.04	
102-10-57-5-1-24-10	WORKERS' COMPENSATION	7,750.43	7,750.43	
102-10-57-5-3-43-10 102-10-57-5-3-46-10	UTILITY SERVICES REPAIR & MAINTENANCE SERVICES	75,956.54 29,654.92	75,956.54 29,654.92	
			-,	
District 328 (Previously 102-46-55-9-3-52-10	46) OPERATING	30,453.26	30,453.26	
102-46-55-9-3-52-10	ART & BEAUTIFICATION	4,854.64	4,854.64	
102-46-55-9-6-63-10	IMPROVEMENTS	52,533.21	52,533.21	
102-46-55-9-6-63-12	WAYFINDING & GATEWAYS	8,016.90	8,016.90	
102-46-55-9-6-64-10 102-46-55-9-8-82-10	CAPITAL OUTLAY GRANT & AIDE PROGRAM	47,444.50 553,525.69	47,444.50 553,525.69	
102-46-55-9-8-82-10		6,100.00	6,100.00	
District 327 (Previously	47)			
102-47-55-9-3-52-11	ÁRT & BEAUTIFICATION	10,712.39		10,712.39
102-47-55-9-8-82-10	GRANT & AIDE PROGRAM	72,348.94	4 964 053 09	72,348.94
	TOTAL EXPENSES	4,944,115.31	4,861,053.98	83,061.33
	TOTAL PROFIT/LOSS	5,464,860.22	5,206,090.51	258,769.71
		y 0,404,000.22	5,∠06,090.51	258,769.71

Haines City CRA FS 163.387 Carryover Project Listing

	District 328			District 3	27
	Project Description	Amount		Project Description	Amount
Amendment #1	Tennis Court Lights	(81,300.00)			
Amendment #1	Lake Eva Playground	(370,750.00)			
Amendment #1	Boomerang Park	(280,000.00)			
Amendment #1	Myers & Wiley Concessions	(1,312,425.00)			
Amendment #1	Myers & Wiley Network Upgrade	(5,000.00)			
Amendment #1	Gateway Signs	(387,850.00)			
Amendment #1	Marquee -17/92	(75,000.00)			
Amendment #1	Peninsular Dr Sidewalk	(170,000.00)			
Amendment #1	Main Street Sidewalk	(130,000.00)			
Amendment #1	Beachfront Renovation Project	(175,000.00)			
Amendment #1	Multimodal Sunrail Plan	(250,000.00)			
Amendment #1	Railroad Park	(200,000.00)			
Amendment #1	Grace Ave Multi-Use Path	(50,000.00)			
	Amendment #1 Total	(3,487,325.00)		Amendment #1 Total	-
Amendment #2 - Proposed	Tournament Complex Project	(1,610,000.00)	•	Marquee - Hinson	(55,000.00)
Amendment #2 - Proposed	JJ Smith Aquatic Heater & Chiller	(108,500.00)		Multimodal Facility Planning	(203,500.00)
	Amendment #2 Total	(1,718,500.00)		Amendment #2 Total	(258,500.00)
		(=			
		(5,205,825.00)			(258,500.00)
	Remaining to be Assigned	265.51		Remaining to be Assigned	269.71
	Remaining to be Assigned	203.51		Remaining to be Assigned	209.71

Table: F.S. 163.387 Excess Reserve Allocation Summary as of September 30, 2024 (Unaudited)

Fiscal Year	District 328	Fiscal Year	District 327
FY22	\$ 5,787,527.90	FY22	\$ -
FY23	1,383,295.56	FY23	204,535.06
FY24	5,206,090.51	FY24	258,769.71
Total	\$ 12,376,913.97	Total	\$ 463,304.77
Statute Option (a) Give Back Statute Option (b) Reduce Current Debt	\$ - -	Statute Option (a) Give Back Statute Option (b) Reduce Current Debt	\$ -
Statute Option (c) Reduce Future Debt	7,171,088.97	Statute Option (c) Reduce Future Debt	304.77
Statute Option (d) Specific Projects	6,161,834.53	Statute Option (d) Specific Projects	463,000.00
Total	\$ 13,332,923.50	Total	\$ 463,304.77



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: May 1, 2025

Subject: CRA Fiscal Year 2024-2025 Budget Amendment No. 2

Executive Summary

Amend the fiscal year budget ending September 30, 2025 to assign excess funds per Florida Statute 163.387(7).

Introduction

The intent of this item is to obtain CRA Board approval of the proposed Budget Amendment that will be presented as an Ordinance 25-2110 under the City Commission agenda.

Background

This proposed budget amendment seeks to allocate excess funds from the Community Redevelopment Agency (CRA) in accordance with Florida Statute 163.387(7). Pursuant to this statute, any remaining funds in the CRA Trust Fund at the end of the fiscal year must be used for specific redevelopment purposes. This amendment ensures compliance with statutory requirements by allocating the excess funds to eligible redevelopment initiatives within the CRA district.

Organizational Goal(s)

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

Budget Impact

The budget impact for fiscal year 2024-2025 is \$108,500 for District 328 and \$258,500 for District 327.

Recommendation

Staff recommends CRA Board approval of the proposed carryover projects which are included in Ordinance 25-2110. This Ordinance will require two public hearings and will be approved by the City Commission.

City of Haines City Fiscal Year 2024-2025 Budget Amendment #2

	CRA								
Revenue		102-00-38-9-0-90-00	UNDESIGNATED FUND BALANCE	Ŷ	3,769,860.00 \$		ŝ	367,000.00 \$	367,000.00 \$ 4,136,860.00
Expense	Parks	102-10-57-2-6-63-10			3,044,475.00	108,500.00			3,152,975.00
	Parks	102-10-57-2-6-63-10	JJ Smith Aquatic Heater & Chiller			108,500.00			108,500.00
	District 47	102-47-55-9-6-63-10				258,500.00			258,500.00
	District 47	102-47-55-9-6-63-10	Multimodal Facility Planning			203,500.00			203,500.00
	District 47	102-47-55-9-6-63-10	Marquee - Hinson			55,000.00			55,000.00
			CRA FUND TOTALS			367,000.00		367,000.00	

Justification: To assign CRA Excess funds per Florida Statute 163.387(7)

Approved BY:

5 City Manager ٢ Date C

0 Finance birector Date 20

ORDINANCE NO. 25-2110

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

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

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

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF

THE CITY OF HAINES CITY, FLORIDA:

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

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

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

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

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

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

PASSED AND ENACTED by the City Commission of the City of Haines City, this 1st day of May 2025.

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

Omar Arroyo, Mayor-Commissioner

Fred Reilly, City Attorney

PASSED AND ENACTED by the City Commission of the City of Haines City, this 15th day of May 2024.

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

Omar Arroyo, Mayor-Commissioner

Fred Reilly, City Attorney



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CITY MANAGER MEMORANDUM

То:	The Honorable Chair and Board Members
Through:	James R. Elensky, City Manager
From:	Brian Ross, CGCIO, Technology Management Director
Date:	May 1, 2025
Subject:	Marquee on US 17/92 – District 327 Carryover Project

Executive Summary

Approval to purchase a marquee on US 17/92. Staff Contact: Brian Ross, Technology Management Director

Introduction

The intent of this item is to approve the purchase of a marquee for US 17/92.

Background

The current marquee on US 17/92 in front of the old City Hall has informed citizens for over a decade. However, it is increasingly out of order and unable to display content. The components are old and no longer supported or easily available for repair.

The proposed replacement LED panels are a similar model to the one in use in front of the Oakland Community Center and will streamline programming for staff and provide a more consistent message across the City. The overall design of this sign matches that approved by the Board for the City's gateway signs with the exception of the central area being replaced with the LED display.

The City is a member of the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement, which has awarded a contract to Cypress Signs for which the City wishes to piggyback.

Organizational Goal(s)

Technology: Utilize technology to enhance public services.

Budget Impact

The budget impact is \$48,118.50 and included in the budget for fiscal year 2025.

Recommendation

Staff recommends approval to contract with Cypress Signs to replace the marquee on US 17/92.

	7'-3" LED cabinet 7'-0" LED active area	
	HAINES CITA BURNES CITA BURNES CITATOR ELONION EST. 1914	
3'-5" LED cabinet	LED DIGITAL DISPLAY	



Project:City of Haines CityAddress:Haines CityFile:3 x 7 LEDContact:Brian RossPhone:863-421-9984Designer:daDate:11/11/24Scale:3/8"=1'

Customer Approval

This artwork is the property of Cypress Signs. Copying, redistributing or reproduction is strictly prohibited by federal law and could result in design fees up to \$1000.00 C All Rights Reserved.

Date



Cypress Signs 160 Spirit Lake Road, Winter Haven FI, 33880 PH. 863-294-1683 Fax. 863-293-4614 www.CypressSigns.com

Proposal				
Coppress Signs 160 Spirit Lake Road Winter Haven, FL 33880-1242 Ph: 863-294-1683 USA Fax: 863-293-4614				
Proposal Submited To:		Job Location:		Date:
City of Haines City 620 E. Main Street Haines City, FL 33844 USA		City of Haines City 620 E. Main Street Haines City, FL 33844 USA		Dec 10, 2024 Quote: 9377 Page: 1
Customer ID	Good Thru	Payment Terms	Sale	es Contact
City of Haines City	1/9/25	Net 10 Days		MJ
Customer Contact	Email			Phone
Brian Ross	brian.ross@hainesc	•	863-42	1-9984 x5984
		escription UNNING ELECTRICAL WIRING TO SI		Amount
1.00Engineering fee251.00Estimated permit fee1,001.00Permit acquisition fee25			46,568.50 250.00 1,000.00 250.00 50.00	
	Required To Proce		Subtotal	48,118.50
3% Surcharge For Credit Card Payments Sales Tax We Propose hereby to furnish material and labor complete in accordance with the above specifications TOTAL			48,118.50	
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The above work and material remain property of Cypress Signs until PAID IN FULL. Cypress Signs reserves the right of ingress and egress, including the right to remove signs and material described above from the property in the event of default of the contract. All payments on any account, bill or invoice are due upon receipt of the billing. Any account, bill or invoice not paid within 10 days of the billing date will be charged a 1-1/2% (annual percentage rate 18%) on the unpaid monthly balance. In connection with the collection of any overdue balance or with a litigation arising out of the contract. Cypress Signs shall be entitled to recover all costs incurred including a reasonable attorney's fee. Customer Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. Cypress Sign authorized to do the work specified. Payment will be made as outlined above. Pate: Drivers Lic # or Fed ID#				
Signature: 26				



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CITY MANAGER MEMORANDUM

То:	The Honorable Chairman and CRA Board Members
Through:	James R. Elensky, City Manager
From:	Terrell Griffin, Parks and Recreation Director
Date:	May 1, 2025
Subject: Facility	Request to Purchase a Geothermal Heater/Chiller System for the Janet J. Smith Aquatic

Executive Summary

Purchase of a Geothermal Heater/Chiller system for the Janet J. Smith Aquatic Facility.

Staff Contact: Terrell Griffin, Parks and Recreation Director

Introduction

The intent of this item is to request approval to purchase a Geothermal Heater/Chiller system for the Janet J. Smith Aquatic Facility.

Background

Please note that this is a non-budgeted request.

With the addition of a geothermal heater/chiller system, the Aquatics Division will be able to expand their program offerings, including additional swim lessons, expansion of the Senior Swim program, open swim opportunities, and offer an extended season for other programs.

The system being purchased is the same system that was installed at the Lake Eva Aquatic Center.

The geothermal system is being purchased via a sole/single source. On November 22, 2023, a Notice of Intent to Sole Source was posted via Demand Star under single source number 23-13, in reference to Florida Statute 287.057(3)(c).

Florida Statute 287.057(3)(c) references the following: Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for at least 15 business



days." The Notice of Intent to Sole Source closed on December 15, 2023 at 2 PM and there were no written statements from any other contractors/vendors indicating that they could provide products specified within the Notice of Intent to Sole Source. All statutory obligations have been met.

Organizational Goal(s)

Quality of Life: Create an environment that enhances the quality of life and benefits the community culturally, recreationally and economically.

Budget Impact

The budget impact for fiscal year 2024/2025 is \$110,162.

Recommendation

Staff recommends the purchase of a geothermal heater/chiller system for the Janet J. Smith Aquatic Facility.



4372 North Access Road, Englewood, Florida 34224 941.474.9306 • 800.881.4328 • Fax 941.473.9306 GeoThermal Florida.com • Info@Symbiont Service.com

Pool Heating • Air Conditioning

"One Company, One Call, Complete Comfort!"

Proposal Submitted To:

City of Haines City Parks & Recreation 620 E. Main St. Haines City, Florida 33844 863-421-3700

We hereby submit specifications and estimates for:

This system is designed for the use of a blanket at night

1 Symbiont Model PH300BRGSWPA GeoThermal Pool Heat/Cool Unit Includes titanium condenser and evaporator heat exchangers

Source Water: Well Water

2 5" x Aquifer Wells, including Well Permits

1 Pump Installation

Well water trenching, piping, backfill & install PoolSync WiFi Controller and booster

Electric: Pull new wire through existing conduit, if adequate, upgrade pool equipment panel, and wire equipment *Price is contingent upon the use of the existing 2.5" conduit for the pool equipment*

Complete* installation including controlling digital thermostat.

* Local permits additional as required.

Manufacturer's Limited Warranty:

One year Symbiont Service Corp. all parts and labor on the installation.

Five year manufacturer's labor on the Symbiont unit.

Seven year manufacturer's all parts only on the Symbiont unit.

Lifetime parts on titanium tube portion of the condenser and evaporator heat exchangers.

Not responsible for any damage to private or public unmarked underground lines, or repairs of landscape,

painted or finished surfaces. All work done to code. All current discounts and promotions have been applied.

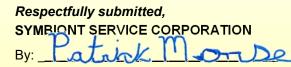
Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted in 30 days. Please make checks payable to "Symbiont Service Corporation".

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer:

(print name) Signature:



HEATING/COOLING PROPOSAL Lic #: CAC035549 • EC0002946

POOLSPA

ic #: CAC035549 • EC0002946 CBC1258380 • CPC1456477

Job Name:

Pol Heating . Air Condition

Date: April 10, 2025

\$ 110,162.00

Janet J Smith Aquatic Facility 1900 N. 10th Street Haines City, Florida 33844

Date:

29

TERMS AND CONDITIONS

- 1. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to Symbiont Service Corporation ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
- 2. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
- 3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
- 4. Materials Price Increase: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 5%, as demonstrated by Contractor. This includes but is not limited to price increases in metal and PVC, materials, fuel, manufactured products and equipment.
- 5. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
- 6. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
- 7. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
- 8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- 9. WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 10. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
- 11. Contractor makes no warranty of the cost-savings or efficiency of any of its systems. Customer understands that any cost-savings or efficiency effect of geothermal pool heating and air conditioning is dependent on multiple factors that are not within Contractor's control.
- 12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
- 13. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
- 14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
- 15. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
- 16. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. Your final payment is due the day of equipment start-up. Any additional charges for permits may be billed to you separately.
- 17. Within a week of completion and start-up a Symbiont Service representative will perform a walk-through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk-through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
- 18. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

Customer Initials:

Contractor Initials: 2

https://symbiontservice.sharepoint.com/sites/CompanyT/Shared Documents/Operations Manual/Marketing&Sales (MK)/SALES/Terms & Conditions - short form.docx



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CITY MANAGER MEMORANDUM

To: The Honorable Chairman and CRA Board Members

Through: James R. Elensky, City Manager

From: Terrell Griffin, Parks and Recreation Director

Date: May 1, 2025

Subject: 32-Acre Park Master Plan Update and Change Order Request

Executive Summary

Approve updated Master Plan and Change Order.

Staff Contact: Terrell Griffin, Parks and Recreation Director

Introduction

The intent of this item is to seek approval to move forward with the updated 32-Acre Park Master Plan and change order request.

Background

The City of Haines City owns approximately 31.71 acres located along Melbourne Ave., on the southside of the Larry Parrish Baseball Complex. The project will address several needs including additional diamond fields (four), multipurpose fields (two), a splash pad, a playground, two (2) full size basketball courts, three (3) tennis/pickleball courts and a volleyball court.

The initial approved project Scope of Services with Pennoni included baseball/softball and soccer fields only. Based on direction/feedback from the Commission, the 32-acre Park Master Plan has been updated to reflect said changes. As a result of the initial Scope of Services changing, there are associated cost to make revisions and to address the additional engineering services.

Organizational Goal(s)

Quality of Life: Create an environment that enhances the quality of life and benefits the community culturally, recreationally and economically.

Budget Impact

The budget impact for fiscal year 24/25 is \$134, 440 and budgeted in the CRA department.



Recommendation

Staff recommends approval of the updated 32-acre Park Master Plan and change order request.



401 Third Street SW Winter Haven, FL 33880 T: 863-324-1112 F: 863-294-6185

www.pennoni.com

December 18, 2024

Proposal No. HACIX21004

Mr. Terrell Griffin, Parks and Recreation Director City of Haines City 555 Ledwith Ave Haines City, Florida 33844

RE: ADDENDUM 2 to PROJECT AGREEMENT 21-04 – LARRY PARRISH PARK

Dear Mr. Griffin:

We are pleased to submit two (2) copies of Addendum 2 to Agreement 21-04 to the City to provide additional consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the City with providing additional design services (due to the expanded Project scope) for this important Project.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call me if you have any questions. We sincerely appreciate the opportunity to assist the City of Haines City with this important Project.

Sincerely Pennoni

Steven L. Elias, P.E. Associate Vice President

C. Wayne Sweikert

C. Wayne Sweikert Project Manager

PROJECT AGREEMENT 21-04

by and Between

CITY OF HAINES CITY – and – PENNONI ASSOCIATES

Project

LARRY PARRISH PARK

- **1.0 GENERAL:** This is Addendum 2 to Project Agreement 21-04 between the City of Haines City (City, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni).
- **2.0 EMPLOYMENT:** The City hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by City as set forth herein. In the performance of its duties under this Proposal, Pennoni will exercise that degree of skill and learning ordinarily exercised by other design professionals practicing in the same general area and under similar circumstances.
- **3.0 PROJECT BACKGROUND AND DESCRIPTION:** The City originally contracted with Pennoni to design and permit the Larry Parrish Park a Sports Park based on the City-approved concept plan (Figure 1), which

was originally to incorporate onstreet parking, three (3) three hundred foot (300') lighted Baseball Fields with Dugouts, two (2) lighted Soccer Fields, one (1) smaller multi-purpose field, one (1) small multi-purpose/Soccer Field, а one-story Concession/Restroom Building, a separate one-story Restroom Building, a Pavilion/Playground Woodland Boardwalk/ Area, Walking Path, a single pedestrian bridge, Parking Lots, а Festival/Event Street with perimeter parking, and area lighting.



FIGURE 1 - Original Project Master Plan

As a result of the site/environmental findings discovered during the preliminary engineering phase, along with City direction to modify/add Project elements beyond what was included in the previous Commissionapproved site master plan, the Project master plan was revised (Figure 2) and additional design and permitting efforts will be required beyond what was authorized by the City Commission. For reference purposes, the opinion of probable construction costs for the updated project scope is estimated to have increased from approximately \$25 million (2022 dollars) to \$32.7 million (2024 dollars) plus 15% (\$4.9 million) being recommended to be budgeted for contingency. Additional project elements to be designed and permitted include, but are not limited to the following:

- Three (3) sport courts (tennis/pickleball)
- Two (2) basketball courts
- Additional baseball-field
- Splash pad and associated water collection treatment/recycle system
- One additional restroom facility
- Hillside playground area
- Terrace seat walls
- Artificial turf fields
- Maintenance and storage building
- Splash pad/restroom combination building
- Pedestrian gateway structure
- Additional trails/site lighting
- Fiber Optic system design and integration
- Additional hardscape, paving, and parking improvements



FIGURE 2 – Revised Project Master Plan (December 2024)

- **4.0 PURPOSE:** The purpose of this Agreement is to authorize Pennoni to provide the additional services described in Section 5.0 herein for the fee described in Section 6.0 herein.
- **5.0 SCOPE OF WORK:** Pennoni will provide, or obtain from others, professional land surveying, professional engineering, landscape architecture, building architectural, geotechnical, environmental, permitting, bidding, transportation, structural, and electrical design services for this Project. Pennoni's services will include serving as the City's engineering representative for the Project, providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.

5.1 Preliminary Engineering Phase:

- **5.1.1** Meet with City staff to discuss site and environmental constraints and need to modify previously approved master plan, along with desire to integrate additional project elements beyond what was included in the approved March 2023 site master plan.
- **5.1.2** Develop multiple revised concept plans alternates, review with client, and modify as required to obtain final approval for revised Project Master plan. Alternates considered included, but were not limited to: revising Melbourne Avenue alignment thru project, revising parking layout, and revised field layouts to accommodate steep grading, newly defined wetlands/flood plain boundaries, and desire to include more athletic fields. Revised site master plan (Figure 2) will now be the basis of final design.
- **5.1.3** <u>Traffic Study:</u> Based on input from City staff and their traffic study consultant, regional traffic improvements are not envisioned and therefore completing the remaining traffic study services is not warranted and will be discontinued to reduce Project costs and help fund other design efforts.

5.2 Design Phase:

- **5.2.1** <u>Landscape architecture and Hardscape</u>: Pennoni and our landscape architect subconsultant will provide additional design services associated with the additional athletic fields, splash pad, pedestrian trails, and related improvements.
- **5.2.2** <u>Architectural, Structural, and MEP Design:</u> Pennoni and our architectural subconsultant will provide professional architectural, structural engineering, electrical engineering, mechanical, and plumbing engineering services to prepare design and bidding documents for the following additional facilities:
 - A. Maintenance and storage building with restroom (approx. 2,800 SF); and
 - B. Park Entrance monument.

- **5.2.3** <u>Electrical Design</u>: Pennoni will prepare electrical design plans to accommodate the additional pedestrian trails, water fountains, maintenance/storage facility, and splash pad.
- **5.2.4** <u>Site/Civil Design</u>: Pennoni will prepare additional grading, drainage, and stormwater management improvements to accommodate revised Project master plan including splash pad, parking/paving additions, hillside playground, etc. In addition, Pennoni will design additional utilities (bathrooms, etc.) and the required recycle/treatment system associated with the proposed splash pad.
- **5.2.5** <u>Site Structural Design</u>: Pennoni will provide structural design and supporting documentation, details, and delegated engineer performance requirements (as applicable) for additional pedestrian bridge, park entrance monument.

5.2 Permitting Phase:

- **5.2.1** <u>PCHD-FDEP Water Treatment System Permit:</u> Pennoni will prepare and submit an application to FDEP for approval of a water treatment system to serve the proposed splash pad.
- **5.2.2** <u>Polk County R/W Permit:</u> N/A City advised existing conduit crosses Johnson Avenue and assumes it can be used to serve fiber on north side of Johnson Ave.
- 5.3 Exclusions: No Changes

6.0 PENNONI'S COMPENSATION

6.1 Our lump sum fees, excluding reimbursable costs, to provide the above-described additional services are summarized below.

Preliminary Engineering Phase:

Landscape Concept Design	\$14,300
Traffic Study	
Preliminary Engineering	<u>\$5,000</u>
Preli	minary Engineering Phase Total = \$19,300
Design Phase:	
Landscape Architecture and Hardscape	\$40,800
Architectural Design	\$45,000
Electrical Design	\$9,500
Structural Design	\$8,000
Fiber Design	\$12,000
Site/Civil and Utilities Design	<u>\$46,000</u>
	Design Phase Total = \$161,300

Permitting Phase:		<u>\$5,000</u>
	Sub-Total	\$185,600
Apply approved Additional Services allowance (Section 5.5 of	original agreement)	(-\$30,000)
Traffic Study deduct		(<u>\$21,160)</u>
	Grand Total (net)	\$134,440

- **6.2** Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our current Schedule of Hourly Rates and Reimbursable Costs.
- **6.3** It is understood and agreed that cost tradeoffs among the various cost categories and work tasks are allowable, so long as the total estimated cost of all work tasks is not exceeded without the City's written approval.

7.0 CITY'S RESPONSIBILITIES: No changes

8.0 OTHER MATTERS: No changes

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the

_____ of _____ 2024. (Day) (Month)

CITY OF HAINES CITY

Attest, City Clerk

Mayor, City of Haines City

PENNONI ASSOCIATES INC.

Steven Lilion

BY:

Steven Elias, P.E., Associate Vice President

DATE:____ 12/18/24



LARRY PARRISH PARK | Master Plan Concept Haines City, FL 1.16.2025

1	
1	CONCESSION/RESTRO
2	RESTROOM
3	PAVILION
4	MAINTENANCE
5	225' SOFTBALL FIELD
6	300' BASEBALL FIELD
7	225' X 365' MULTI-SPO (SOCCER, FOOTBALL,
8	225' X 365' SOCCER F
9	BASKETBALL COURTS
10	PLAYGROUND
1	SPLASH PAD
12	STORMWATER POND
13	AGGREGATE/MAINTA
14	PERIMETER FENCE
15	PARK ID ELEMENT
16	RETAINING WALL
17	DROP-OFF
18	WEIR PATH
19	RAISED CROSSWALK
20	TERRACED SEATING
21	"ELBOW" TREE
22	RESTROOM/SPLASHF BUILDING
23	SPLASHPAD SHADE
24	PARK ARCHWAY SIGN
25	RAIL FENCE
26	TENNIS & PICKLEBALI
27	VOLLEYBALL COURT





ROOM BUILDING

) (SYNTHETIC) O (SYNTHETIC) PORT FIELD (SYNTHETIC) , LACROSSE) FIELD (NATURAL GRASS)

AINENCE/NATURE TRAIL

PAD EQUIPMENT

L COURTS





