



AGENDA
CITY OF HAINES CITY, FLORIDA
CITY COMMISSION MEETING

May 15, 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 Memorial Day Proclamation 2025** 5
Recognition of Memorial Day 2025 on May 26th.

Staff Contact: Terrell Griffin, Parks and Recreation Director
 - 4.b Recognizing Healing and Deliverance Ministries** 9
Staff Contact: Sharon Lauther, MMC, City Clerk

4.c	<u>Water Safety Month Proclamation-2025</u>	11
	Staff Contact: Sharon Lauther, City Clerk, MMC	
4.d	<u>F'yerce Elite Allstars Champion Dance Team</u>	13
	Staff Contact: Sharon Lauther, City Clerk, MMC	
4.e	<u>Glamorous All Star Cheer and Dance Team Champions</u>	15
	Staff Contact: Sharon Lauther, City Clerk, MMC	
4.f	<u>National Foster Care Awareness Month</u>	17
	Staff Contact: Sharon Lauther, City Clerk, MMC	
5.	<u>PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA</u>	
6.	<u>CONSENT AGENDA</u>	
	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.	
6.a	<u>City Commission Meeting - Minutes 05.01.2025 and Special Meeting Minutes 04.25.2025</u>	19
	April 25, 2025 - City Commission Special Meeting	
	Staff Contact: Sharon Lauther, MMC	
6.b	<u>Cemetery Deeds</u>	31
	Staff Contact: Sharon Lauther, City Clerk, MMC	
7.	<u>OLD BUSINESS</u>	
7.a	<u>Ordinance No. 25-2101 – Minor Modification to the Sand Hill Shores RPUD – Second Reading</u>	41
	Staff Contact: Richard Greenwood, Development Services Director	
7.b	<u>Ordinance No. 25-2106– Bridgemohan Property Voluntary Annexation – Second Reading</u>	57
	Approve Ordinance No. 25-2106, regarding the voluntary annexation for the Bridgemohan property located at 5283 Johnson Avenue East on second reading.	
	Staff Contact: Richard Greenwood, Development Services Director	
7.c	<u>Ordinance No. 25-2107 – Voluntary Annexation of Joel Massey Property – Second Reading</u>	65
	Approve Ordinance No. 25-2107 regarding the voluntary annexation for the Joel Massey Property located at 64 & 68 Joel Massey Road on second reading.	
	Staff Contact: Richard Greenwood, Development Services Director	

7.d	<u>Ordinance No. 25-2110 Fiscal Year 2024-2025 Budget Amendment No 2 – Second Reading</u>	73
	Approve Ordinance No. 25-2110 on second reading which will amend the budget for fiscal year ending September 30, 2025 to assign excess funds for carryover projects pursuant to Florida Statute requirements.	
	Staff Contact: Omar DeJesus, Finance Director, CPA	
8.	<u>NEW BUSINESS</u>	
8.a	<u>Ordinance No. 25-2108 – Voluntary Annexation of Prince and Sons – First Reading</u>	81
	Approve Ordinance No. 25-2108, regarding the voluntary annexation for the Prince and Sons property, located at 200 F Street, on first reading.	
	Staff contact: Richard Greenwood, Development Services Director	
8.b	<u>Resolution No. 25-1862 – Final Plat - Crosswinds East Phase 2C</u>	89
	Approve Resolution No. 25-1862, for the Final Plat for Crosswinds East Phase 2C.	
	Staff contact: Richard Greenwood, Development Services Director	
8.c	<u>Ordinance No. 25-2109 Adjusting Mayor and City Commissioner Compensation</u>	101
	Approve Ordinance No. 25-2109 adjusting Mayor and City Commissioner compensation on first reading	
	Staff Contact: Fred Reilly, City Attorney	
8.d	<u>Resolution No. 25-1863 Real Property Donation Agreement with GLK Real Estate, LLC</u>	107
	Approve Resolution No. 25-1863 Real Property Donation Agreement with GLK Real Estate, LLC.	
	Staff Contact: Fred Reilly, City Attorney	
8.e	<u>Resolution No. 25-1865 Joinder, Consent and Subordination Agreement for Permanent Easement Related to Polk Regional Water Cooperative (PRWC) (Parcel 1038)</u>	121
	Approve Resolution No. 25-1865 for the Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1038) related to the Polk Regional Water Cooperative (PRWC).	
	Staff Contact: Fred Reilly, City Attorney	

- 8.f **Resolution No. 25-1866 Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) Related to Polk Regional Water Cooperative ("PRWC")** 129
- Approve Resolution No. 25-1866 Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) related to the Polk Regional Water Cooperative ("PRWC").
- Staff Contact: Fred Reilly, City Attorney
- 8.g **Resolution No. 25-1868- Designating the month of April as Autism Awareness** 137
- Approve Resolution No. 25-1868 recognizing April as Autism Awareness Month
- Staff Contact: Fred Reilly, City Attorney
- 8.h **Resolution No. 25-1867 Concerning Easement Over City-Owned Real Property Parcels for Benefit of Polk Regional Water Cooperative ("PRWC")** 139
- Approve Resolution No. 25-1867 concerning easement over city-owned real property parcels for the benefit of Polk Regional Water Cooperative ("PRWC")
- Staff Contact: James Keene, Deputy City Manager
9. **CITY MANAGER'S REPORT**
10. **CITY CLERK'S REPORT**
11. **CITY ATTORNEY'S REPORT**
12. **COMMISSION COMMENTS**
13. **ADJOURNMENT**



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Terrell Griffin, Parks and Recreation Director

Date: May 15, 2025

Subject: Memorial Day Proclamation 2025

Executive Summary

Recognition of Memorial Day 2025 on May 26th.

Staff Contact: Terrell Griffin, Parks and Recreation Director

Introduction

Proclaim Monday, May 26, 2025 as Memorial Day (or Decoration Day as it was formerly called), a patriotic day to honor American soldiers who have given their lives to honor their country. The City of Haines City urges all residents and visitors alike to join with us on this day as we remember, recognize, and offer our gratitude for our servicemen and women who paid the ultimate sacrifice and show respect to our veterans in attending the Memorial Day Wreath Laying Ceremony on Monday, May 26th at 9:00 a.m. in Railroad Park – Military Court of Honor.

Choose an item.

Enter your Recommendation here

Proclamation



WHEREAS, Memorial Day (or Decoration Day as it was formerly called) is a patriotic day to honor American soldiers who have given their lives to honor their country. The first Decoration Day was observed on May 30, 1868, for the purpose of strewing with flowers or otherwise decorating the graves of comrades who died in defense of their country; and

WHEREAS, from the opening battles of the American Revolution through the turmoil of the Civil War, to World War I, World War II, Korea, and Vietnam, to the Persian Gulf and today's operations in the war on terror in Afghanistan, Iraq, and around the world, the members of our military have built a tradition of honorable and faithful service. As we observe Memorial Day, we remember the more than one million Americans who have died to preserve our freedom, the more than 140,000 citizens who were prisoners of war, and all those who were declared missing in action. We also honor our veterans for their dedication to America and their willingness to pay the ultimate sacrifice; and

WHEREAS, this great country surrendered its bravest to liberate the oppressed and ensure freedom for its citizens and future generations. These men and women placed God and country before their own personal safety, pledged themselves to the continuation of life, liberty, and the pursuit of happiness for all Americans, and should be recognized as defenders of our freedom on all fronts, domestic and foreign. We gratefully acknowledge that we live in freedom today because of the many sacrifices that have been made, and are still being made, by our valiant servicemen and women and pray that the day will come when freedom and liberty will prevail without the need for their ultimate sacrifice; and

WHEREAS, "Day is done, gone the sun, from the lakes, from the hills, from the skies, all is well, safely rest. God is nigh...." - in memory and honor of our veterans who gave their all that we might live freely; and

NOW THEREFORE, I, Morris L. West, as Mayor of the City of Haines City, do hereby proclaim Monday, May 26, 2025, as

"MEMORIAL DAY"

in the City of Haines City and urge all residents and visitors alike to join with us on this day as we remember, recognize, and offer our gratitude for our servicemen and women who paid the ultimate sacrifice and show respect to our veterans in attending the Memorial Day Wreath Laying Ceremony on Monday, May 27, 2024, at 9 a.m. at Railroad Park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Haines City, to be affixed this 15th day of May, 2025.

Morris L. West, Mayor

Proclamation



WHEREAS; Healing and Deliverance Ministries, located at 100 8th Street South, Haines City, Florida 33844, has faithfully served the spiritual needs of the community for over 25 years; and

WHEREAS; under the leadership of Bishop Morris Hunter and Pastor Janice Hunter, the ministry has been a beacon of hope, healing, and transformation, impacting countless lives through the Gospel of Jesus Christ; and

WHEREAS; their vision to touch as many lives and souls as possible is rooted in a deep and unwavering commitment to the Kingdom of God, trusting that those they reach will surrender their lives to Christ; and

WHEREAS; Healing and Deliverance Ministries has stood as a pillar of faith, compassion, and service, encouraging individuals to walk in freedom, purpose, and spiritual growth; and

WHEREAS; Bishop Morris Hunter and Pastor Janice Hunter continue to press forward in their calling, with the aim to finish the race and complete the task the Lord Jesus has given them with excellence, humility, and devotion;

NOW, THEREFORE, I, Morris L. West, Mayor of the City of Haines City, do hereby recognize

“Healing and Deliverance Ministries”

for their enduring service, spiritual leadership, and profound impact on our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Haines City to be affixed this 15th day of May, 2025.

Morris L. West, Mayor

Proclamation



NATIONAL WATER SAFETY MONTH

WHEREAS May 2025, is National Water Safety Month, and the goal is to educate the public, policymakers and public health professionals about safer water practices; and

WHEREAS, drowning incidents occur due to several reasons, including: lack of swimming skills, lack of first aid skills, lack of barriers to prevent unsupervised water access, lack of close supervision, failure to maintain pool equipment leading to entrapment, failure to wear life jackets, failure to drink alcohol responsibly, and failure to recognize potential hazards such as rain-filled buckets, toilets, bath tubs, water coolers, retention ponds, canals, and neighboring pools; and

WHEREAS, drowning is the second leading cause of death in children under 5 in Polk County. Fatal and non-fatal drownings are silent events, occurring in as little as 2 inches of water. The loss of a child is heartbreaking and has rippling, long-lasting effects on the lives touched by it; and

WHEREAS, water safety education plays a vital role in the prevention of drowning and recreational water-related injuries; and

WHEREAS, it is of vital importance to communicate water safety rules and programs to families and individuals of all ages, including owners of private pools, users of public swimming facilities, or visitors of water parks; and

WHEREAS, local and national agencies such as Coalition on Injury Prevention of Polk County, Safe Kids Suncoast Coalition, City of Haines City Parks and Rec, and their partnering agencies educate Haines City residents on pool and open water safety; and

WHEREAS, the City of Haines City recognizes the important role that swimming and aquatic-related activities play in supporting good physical and mental health and enhancing the quality of life for all residents; and recognizes the ongoing efforts of the public and private sector to support water safety initiatives;

NOW, THEREFORE, be it resolved that the City Commission of Haines City, Florida do hereby proclaim the month of May 2025, as National Water Safety Month and extend their continued support for the efforts of local agencies to promote water safety in the City of Haines City.

Omar Arroyo, Mayor

Proclamation



WHEREAS, F'yerce Elite Allstars was founded by Lakeisha Gilbert, a lifelong Haines City resident and Principal Secretary at Daniel Jenkins Academy, and

WHEREAS, F'yerce Elite Allstars was built on a passion for youth, community, and excellence. Coach Gilbert previously led Haines City Little League Cheer for seven years, where she was honored with Coach of the Year and awarded the Key to the City of Haines City in 2016—recognizing her outstanding service and impact on local youth, and

WHEREAS, F'yerce Elite Allstars made history in 2019 as the first competitive Allstar cheer program in Haines City, and

WHEREAS, F'yerce has become a powerhouse in the competitive cheer world, competing against numerous teams in all divisions , earning several accolades; and

WHEREAS, F'yerce was the first Polk County team to cheer at the Cheersport National Champions and became a powerhouse in the competitive cheer world earning the following titles:

- Cheersport National Champions – Empresses (First Polk County team to win one of cheer's largest competitions)
- Allstar World Finalists – Empresses and Hip Hop Jewels
- The One Nationals – Tiaras placed 4th out of 37 teams
- Season 5 Highlights – 7 Division Grand Champs, 42 First Place wins and 2 Second Place, and 1 Fourth Place finish

WHEREAS, F'yerce Elite Allstars continues to set the standard for excellence, dedication, and community pride in youth cheerleading.

NOW, THEREFORE, I, Morris West, Mayor of the City of Haines City, do hereby proclaim May 15 2025 as:

“F'yerce Elite Allstars Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Haines City, to be affixed this 15th day of May, 2025.

Morris West, Mayor

Proclamation



WHEREAS, Glamorous Allstar Cheer and Dance was founded by Tameka and Danny O'Hara, driven by Tameka's lifelong passion for the sport and her dedication to empowering youth, and

WHEREAS, Tameka's journey in cheer began in 2002 when she stepped in as coach for the Haines City Rattlers after the previous coach had to step down. As team mom, Tameka took on the role and led the team to success.

WHEREAS, Tameka's impact continued to grow as she became the cheer coordinator for the Haines City Dolphins, where she won numerous championships. Her vision for expanding the program's reach led her to merge the Haines City Dolphins and Northeast Rattlers, resulting in even greater success and a stronger presence in the community.

WHEREAS, Tameka's commitment to youth development and cheer excellence didn't stop there. She went on to coach the JV team at Davenport High School for three years, further honing her skills and building relationships with young athletes.

WHEREAS, The culmination of Tameka's experience and passion led to the creation of Glamorous Allstar Cheer and Dance. In its inaugural season, the program achieved remarkable success, with athletes placing 4th in the world at the Allstar Worlds competition and becoming Prep and Rec Grand National Champions. The team's impressive performance included 10 first-place wins, 8 second-place finishes, and a few third-place wins.

WHEREAS, Under Tameka and Danny's leadership, Glamorous Allstar Cheer and Dance has become a powerhouse in its first season of competitive cheer, providing a platform for young athletes to grow, learn, and thrive.

NOW, THEREFORE, I, Morris West, the Mayor of the City of Haines City, do hereby proclaim May 15 2025 as:

“Glamorous All Star Cheer and Dance Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Haines City, to be affixed this 6th day of June, 2024.

Morris West, Mayor

Proclamation



NATIONAL FOSTER CARE AWARENESS MONTH

WHEREAS, since 1988, each U.S. President has proclaimed to recognize that May shall be known as National Foster Care Awareness Month to raise awareness of the needs of youth in foster care, and to celebrate the many supporters who are making a powerful and positive difference in their lives; and

WHEREAS, families are the primary source of love, identity, self-esteem, and support for children, and they are the foundation of our communities; and

WHEREAS, of those that are identified as foster children, only 57% will graduate from high school by age 19, compared to 87% of all 19-year-olds; and

WHEREAS, fewer than 2 to 10.8% of foster children will earn a college degree by age 25, compared to 29.4% of all 25-year-olds; and

WHEREAS, without the necessary education and skills by age 24, only half of all foster children will be employed; and

WHEREAS, our community is filled with generous individuals, families, and organizations who willingly help foster children in their time of need so they can experience a loving guardianship and the joys of family life; and

WHEREAS, the City of Haines City recognizes the importance of supporting foster children and their caregivers, and is committed to working collaboratively with schools, nonprofits, faith-based organizations, and state and local agencies to ensure foster children thrive;

NOW, THEREFORE, the City of Haines City does hereby proclaim May 2025 as National Foster Care Awareness Month in the City of Haines City, Florida, and urges all residents to support efforts that improve quality of life for foster children and celebrate those who make a lasting difference in their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the city of Haines City to be affixed this 15th day of May 2025.

Morris L. West, Mayor



CITY COMMISSION MEETING HAINES CITY, FLORIDA
MINUTES

May 1, 2025, 7:00 p.m.
City Hall Commission Chambers
620 E. Main Street, Haines City, FL 33844
Phone: 863-421-9921 Web: hainescity.com

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

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

1. CALL TO ORDER

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

2. INVOCATION

Rev. Bill McConnell, Senior Minister with First Christian Church of Haines City led the invocation.

3. PLEDGE OF ALLEGIANCE

The Mayor led the pledge of allegiance.

4. SWEARING IN OF COMMISSIONER SEAT #5

City Clerk Lauther administered the Oath of Office to Anne Huffman, City Commissioner Seat #5.

5. REORGANIZATION OF CITY COMMISSION

5.a Reorganization of The City Commission- Mayor

Commissioner Smith made the motion to nominate Morris West to preside as the new Mayor, seconded by Commissioner Smith. All voted yes. Motion passed unanimously.

5.b Reorganization of the City Commissioner-Vice Mayor

Commissioner Downing made the motion to nominate Vernel Smith to preside as the new Vice-Mayor, seconded by Commissioner West. All voted yes. The motion passed 3-2

At this time a public hearing was opened. No one came forward and the public hearing was closed.

A roll call vote was taken at this time

Commissioner Downing- Yea

Commissioner West- Yea

Commissioner Smith- Yea

Commissioner Arroyo- Nay

Commissioner Huffman- Nay

6. PRESENTATIONS AND PROCLAMATIONS

6.a Special Thanks to Outgoing Mayor

City Clerk Lauther presented outgoing Mayor Arroyo a gavel, acknowledging his time as mayor of the city for the 2024-2025 year.

6.b Municipal Clerks Week

City Clerk Lauther read the proclamation into the record recognizing Municipal Clerks Week.

7. CONSENT AGENDA

Mayor West asked if there were any questions regarding items on the consent agenda. There were no questions from the dias. At this time, a public hearing was opened regarding only items on the consent agenda. No one came forward, and the public hearing was closed. Mayor West asked for a motion to accept the items presented on the consent agenda.

Moved by Vernel Smith

Seconded by Kim Downing

Approve consent as a whole.

Carried Unanimously

7.a Addendum 1 to Pennoni Agreement for the 6th Street Water Line Improvements -Carryover Project

Staff recommends approval of Addendum 1 to the 6th Street Water Line Improvements agreement with Pennoni.

7.b Cemetery Deeds

7.c Approval of Minutes

8. OLD BUSINESS

8.a Ordinance No. 25-2104 – Amending Chapter 24, Sec. 24-117 Code of Ordinances and Ordinance No. 22-2015 regarding Multi Modal Transportation Impact Fees – Second Reading

Richard Greenwood, Development Services Director presented Ordinance No. 25-2104 for second and final reading. There were no changes to the ordinance since first reading. Commissioner Downing inquired if the business owners came in to speak regarding the impact fees. Mayor West stated that none of the business owners were notified. Discussion took place to table the ordinance to have the business owners participate. Commissioner Huffman stated that she had concerns about the communication to the builders that would be affected by the increase. The mayor opened the public hearing. No one came forward and the public hearing was closed. This item will be moved to the second meeting in June.

Moved by Omar Arroyo

Seconded by Anne Huffman

Staff recommends adoption of Ordinance No. 25-2104 Amending Chapter 24, Sec. 24-117, Code of Ordinances and Ordinance No. 22-2015, regarding Multi-Modal Transportation Impact Fees on Second Reading.

Carried Unanimously

9. NEW BUSINESS

9.a Ordinance No. 25-2101 – Minor Modification to the Sand Hill Shores RPUD – First Reading

Richard Greenwood, Development Services Director, presented the minor modification to the Sand Hill Shores RPUD for first reading. Discussion took place. The mayor opened the public hearing. No one came forward, and the public hearing was closed. Commissioner Downing introduced Ord No. 25-2101. Attorney Reilly read the ordinance into the record.

Moved by Omar Arroyo

Seconded by Kim Downing

Staff recommends approval of Ordinance No. 25-2101, on First Reading, regarding a minor modification to the Sand Hill Shores RPUD, regarding a reconfiguration of the lot layout, and an increase of parking areas for additional parking and to deter on-street parking, with the following conditions:

1. Street trees shall not be removed and shall be stated in the Association documents and any other Association documents of the development

2. A Non-binding School Concurrency letter needs to be received prior to Site Construction Plan approval.

3.6' high capped masonry wall, measured from the crown of the road, shall be installed along Sand Hill Road and FDC Grove Road.

4. The final approval of the traffic study from Polk County, regarding any off-site improvements that may be required on Sand Hill Road and/or FDC Grove Road. shall be received in writing and reviewed by City Staff prior to the Site Construction Plans being approved and/or released.

5. All other requirements set forth in Ordinance No. 22-2014, Ordinance No. 24-2070 and the LDRs shall be made part of this Ordinance No. 25-2101

Carried Unanimously

9.b Ordinance No. 25-2106– Bridgemohan Property Voluntary Annexation – First Reading

Richard Greenwood, Development Services Director, presented the Bridgemohan Property Voluntary Annexation for first reading. Discussion took place. Mayor West opened the public hearing. No one came forward, and the public hearing was closed. Commissioner Arroyo introduced Ord. No. 25-2106. Attorney Reilly read the ordinance into the record.

Moved by Anne Huffman

Seconded by Vernel Smith

Staff recommends approval of Ordinance No. 25-2106, regarding the voluntary annexation of property located at 5283 Johnson Avenue East, owned by Dayaram Bridgemohan on first reading.

Carried Unanimously

9.c Ordinance No. 25-2107 – Voluntary Annexation of Joel Massey Property – First Reading

Richard Greenwood, Development Services Director, presented the Voluntary Annexation of the Joel Massey Property for first reading. Discussion took place. Mayor West opened the public hearing. No one came forward, and the public

hearing was closed. Vice-Mayor/Commissioner Smith introduced Ord No. 25-2107. Attorney Reilly read the ordinance into the record.

Moved by Vernel Smith

Seconded by Omar Arroyo

Staff recommends approval of Ordinance No. 25-2107 regarding the voluntary annexation of property located at 64 & 68 Joel Massey Road, owned by Ford Family Trust, on first reading.

Carried Unanimously

- 9.d Ordinance No. 25-2110 Fiscal Year 2024-2025 Budget Amendment No 2 – First Reading

Omar DeJesus, Finance Director, CPA presented the Fiscal Year 2024-2025 Budget Amendment No. 2 for first reading. Discussion took place. Mayor West opened the public hearing. No one came forward and the public hearing was closed. Commissioner Downing introduced Ord 25-2110. Attorney Reilly read the ordinance into the record.

Moved by Anne Huffman

Seconded by Vernel Smith

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

Carried Unanimously

10. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA

Cameia Manning- 1411 Valencia Court, Haines City- sustained damage to her vehicle from paving done.

Erma Loretta Cox- 801 N. 6th Street, Haines City- states that a turning light is needed at the bank (Wells Fargo) off of 6th Street. The stop sign near Bethune Academy is not in a good place. The stop should be at Avenue N. A four way stop on Martin Luther King is needed to help with speeding.

Tomeko Bennett- 1113 Avenue K, Haines City- issued congratulations to Commissioner Huffman and to the new Mayor and Vice-Mayor. Ms. Bennett stated that employees at

the gym (Boys and Girls Club) were antagonizing, degrading and name calling being done particularly to her son. Ms Bennett stated that children with disabilities should not be made fun of or be ignored. Commissioner Huffman states the action of any employees do not reflect the city's values. Commissioner Downing apologized for what occurred and assured Ms. Bennett that the situation can be discussed again with Director Griffin.

Mayor West would like public comments moved to the beginning of the meeting. Mayor West asked for a consensus. Commissioner Arroyo is in favor. Commissioner Downing is in favor. Vice-Mayor Smith is also in favor. Commissioner Huffman is in favor.

11. CITY MANAGER'S REPORT

City Manager Elensky commended Finance Director DeJesus for a clean audit. Congratulations to Commissioner Huffman on her re-election.

12. CITY CLERK'S REPORT

City Clerk Lauther asked for a consensus of the Commission regarding minutes. The consensus of the Commission is to have action minutes. City Clerk Lauther congratulated Commissioner Huffman on her win.

13. CITY ATTORNEY'S REPORT

14. COMMISSION COMMENTS

Commissioner Arroyo-Autism Awareness for the first week in April- Discussion took place regarding having a resolution to be placed on the next agenda.

Commissioner Downing- congratulations to Commissioner Huffman on her re-election, Vice-Mayor Smith and Mayor West for his 5th time as a mayor and Commissioner Arroyo for his service as mayor. It is one year since she has begun serving as a commissioner and is looking forward to continue serving the residents.

Commissioner Huffman- thanked everyone to all for the the well wishes she received on her third (3rd term). Congratulations to the newly appointed Mayor and Vice-Mayor. Commissioner Huffman inquired about automatic payment to be set up online for utility bills. Commissioner Huffman would like to see the vegetable market revitalized downtown. There is a concern about water pressure throughout the city especially on Johnson on Powerline. City Manager Elensky stated that he is aware of the issue, and he is working with Deputy City Manager James Keene on the issue. Mayor West stated there is little to no water pressure in the Hammocks Reserve development. Commissioner

Huffman states we need to address the issues publicly. The lift station by the Boys and Girls Club smells terribly. There were sewage issues on Lakeshore Drive.

Vice-Mayor Smith- gave an update on the TPO - FDOT is currently conducting a study for the Florida SunRail. There is also a study being done for the Polk Parkway Central East that will be coming over to 17/92. There will be additional meetings throughout the year. There is an initiative call Zero Polk County to help eliminate traffic fatalities. Vice-Mayor also congratulated Commissioner Huffman on her re-election and to Mayor West for his appointment as mayor. Special thanks given to Commissioner Arroyo for his service as Mayor for 24/25

Mayor West- would like the Clerk to get more information for two dance teams that have won championships. Mayor West would like the Commissioner and the clerk and directors to take a tour of their city as it is growing. Mayor West encouraged everyone for their service.

City Manager Elensky- reminded the Directors to pay attention to what is discussed at the dais regarding concerns raised. Continue with proper follow-up. There were over 100 signs taken down throughout the city and disposed.

15. ADJOURNMENT

Without any further business the meeting was adjourned at 8:53 PM

Morris West, Mayor

Sharon Lauther, MMC, City Clerk



CITY COMMISSION MEETING HAINES CITY, FLORIDA
MINUTES

April 25, 2025, 5:30 p.m.
City Hall Commission Chambers
620 E. Main Street, Haines City, FL 33844
Phone: 863-421-9921 Web: hainescity.com

Present: Mayor, Omar Arroyo
Vice Mayor, Morris West
Commissioner, Anne Huffman
Commissioner, Vernel Smith
Commissioner, Kim Downing

Staff Present: City Manager, Jim Elensky, City Attorney, Fred Reilly, Deputy City
Clerk, Erica Sanchez

1. CALL TO ORDER

The Mayor Omar Arroyo called the City Commission Meeting to order at 5:38 on April 28, 2025, in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

2. NEW BUSINESS

2.a Motion Concerning Waiver of Reading Requirement for Ordinance No. 25-2109

City Attorney Reilly precented this item and explained the process for him being here presenting this item as well as the procedure that follows.

For purposes of the City Commission considering the Second Reading of Ordinance No. 25-2109 at a Special meeting to be held on Monday, April 28, 2025, the City Commission must – *by unanimous vote* – waive the requirement that the meetings for the vote on Ordinance No. 25-2109 be not less than one week apart (as set forth in Section 5.01(a) of the City Charter).

PROPOSED MOTION: I make the motion that for purposes of the City Commission considering the Second Reading of Ordinance No. 25-2109 at a Special meeting to be held on Monday, April 28, 2025, the City Commission hereby unanimously waive the requirement that the meetings for the vote on Ordinance No. 25-2109 be not less than one week apart (as set forth in Section 5.01(a) of the City Charter).

Vice Mayor West asked where in the charter does it state that the

Morris West motioned

Roll Call was taken:

Downing - Yay

Huffman - Nay

Smith - Yay

Arroyo - Nay

West - Nay

Motion failed

2.b Ordinance No. 25-2109 Adjusting Mayor and City Commissioner Compensation

This item was not heard because item 2.a failed.

Staff recommends the City Commission consider approval of Ordinance No. 25-2109 adjusting Mayor and City Commissioner compensation on first reading.

3. ADJOURNMENT

Without any further business the meeting was adjourned at 5:54.

Morris L. West, Mayor

Sharon Lauther, MMC, City Clerk

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 **15th day of May, 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 **Glenn Gregory**, whose permanent address is **15956 NE 95th Way, Redmond, WA 98052** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$800.00** 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 Glenn Gregory of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: ORIGNL Block: COL3 Lot : WEST Space: B7
CEM: ORIGNL Block: COL3 Lot : WEST Space: B8

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: _____

Morris West, 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

CORRECTIVE DEED

THIS INDENTURE, Made this **15th day of May, 2025**, to correct a discrepancy with legal description from the original deed recorded on April 9th, 2025, as Instrument No. 2025081141, 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 **\$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 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

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: _____

Morris West, 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 15th day of May, 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 **Maria Isabel Reyes De Sigala**, whose permanent address is **2320 Carriage Drive, Lake Wales, FL 33898** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$1,200.00** 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 Maria Isabel Reyes De Sigala 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 : 22 Space: 5
CEM: ADD 2 Block: Z Lot : 22 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: _____

Morris West, 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 **15th day of May, 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 **Rosetta Richard**, whose permanent address is **9055 South Bay Drive, 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 **\$1,200.00** 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 Rosetta Richard of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: OAKLAND Block: G Lot : 49 Space: 7 CEM: OAKLAND Block: G Lot : 56 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: _____

Morris West, 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 15th day of May, 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 **Betty Rios-Rodriguez**, whose permanent address is **173 Mediterranean Court, Kissimmee, FL 34758** 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 Betty Rios-Rodriguez 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 : 35 Space: 8

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: _____
Morris West, Mayor-Commissioner

Attest

By: _____
Sharon Lauther, MMC, City Clerk

**STATE OF FLORIDA
COUNTY OF POLK**

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____
____ who is personally known to me: _____ or has produced _____
____ as identification.

(Signature of Notary Public - State of
Florida)

(Print, Type, or Stamp Commissioned Name
of Notary Public)



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: May 15, 2025

Subject: Ordinance No. 25-2101 – Minor Modification to the Sand Hill Shores RPUD – Second Reading

Executive Summary

Approve Ordinance No. 25-2101, on second reading, regarding a minor modification to the RPUD for the Sand Hill Shores townhomes project.

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to approve Ordinance No. 25-2101, on second reading, for a minor modification to the Sand Hill Shores RPUD, regarding a reconfiguration of the lot layout, relocation of the stormwater pond, and an increase of parking areas for additional parking and to deter on-street parking.

Background

Germana Engineering, P.E., on behalf of the property owner, Olympic Compass Pointe, LLC, applied for a Minor Modification to the approved Sand Hill Shores RPUD plan (Ordinance 24-2070). The property is currently improved, vacant pastures and the City Zoning classification is Residential Planned Unit Development in the North Ridge (RPUD-NR). The Polk County Property Appraiser Parcel number is 27-26-30-708000-020012, with the property size being approximately 15.43 acres.

This proposed minor modification for the planned unit development is to accommodate the relocation of the stormwater pond and reconfiguration of the lot layout. Additional parking areas have been placed throughout the project for overflow parking and the recreation areas have been reconfigured, as well.

The revised RPUD Plan continues to show the 6' high capped masonry wall, which is to be measured from the crown of the road along Sandhill Road and FDC Grove Road, as previously requested. Further, the City's Traffic Consultant, VHB, has provided City Staff with an approval letter that states:

1. The Sand Hill Shores TIA dated April of 2024, for the initially proposed 156 low-rise, multi-family dwelling units has been approved. The TIS did not identify any improvements needed to mitigate site related impacts. The applicant shall provide a copy of the approved Polk County driveway permits for the City's files.

Additionally, Polk County is currently reviewing the TIA for this project and will provide their comments as to whether any additional off-site improvements, such as turn lanes, would be needed on Sandhill Road and/or FDC Grove Road.

The property was annexed into the city limits on May 5, 2022. The Planning Commission previously heard the original zoning amendment on July 11, 2022, and was approved by the City Commission adoption the RPUD zoning by Ordinance No. 22-2014, on October 20, 2022.

The property was submitted for a Major Modification of the RPUD on February 12, 2024. The Planning Commission heard the modified zoning amendment on March 11, 2024, and it was approved by the City Commission on adoption of Ordinance No. 24-2070, on May 16, 2024.

Relevant Project Data & Proposed Standards

- ☐ Project Entrance - There will be entrances on FDC Grove Road and Sand Hill Road
- ☐ Number of Units - Maximum of 140
- ☐ Roadways - 24 feet wide with 2' Miami curb and gutter
- ☐ Utilities - Cable TV, telephone, gas, and electric to be located underground and within a 14-foot utility easement on both sides of the street. Utilities to be provided by Polk County.
- ☐ Sidewalks - 5' sidewalks installed on each side of the 24 foot wide interior streets.
- ☐ Landscaping - All City codes for landscaping will be met or exceeded.
- ☐ Neighborhood Park/Open Space – 1.90 +/- acres – Consisting of a clubhouse, pool, tot lot and dog park.
- ☐ Setbacks:
- ☐ Front- 20 feet
- ☐ Garage - 20 feet
- ☐ Rear - 10 feet building to building/building to property line
- ☐ Interior Side – 10' building to building/building to street
- ☐ Front Side (Corner)- 15 feet
- ☐ Accessory - 5 feet
- ☐ Minimum Unit Width – 28 feet corner units and 20 feet interior units

- ☐ Minimum Lot Depth – 100 feet
- ☐ Maximum Impervious Surface Ratio – not to exceed 60%
- ☐ Minimum Living Space and Garage Size – Units will be 3 bedrooms to 4 bedrooms: Garage is 200 SF however parking for additional vehicles is provided in the driveway and additional parking areas for other vehicles has been created throughout the development.

Development Summary

- ☐ Project Size – 15.43± acres
- ☐ Estimated Taxable Value - \$14,000,000 (assuming 140 units @ \$100,000)
- ☐ Estimated City Tax Receipts - \$106,253 (based on Estimated Taxable Value x 0.0075895 net taxable value per unit)

A 10' buffer, with a 6' high capped masonry wall, will be along FDC Grove Road and Sand Hill Road, A 10' buffer along the single-family residential areas, and a 10' buffer with 6' masonry capped wall against the outdoor storage to the east/northeast.

Organizational Goal(s)

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

Budget Impact

There will be no budget impact in the 2024-2025 Fiscal Year.

Recommendation

Staff recommends approval of Ordinance No. 25-2101, on second reading, regarding a minor modification to the Sand Hill Shores RPUD, regarding a reconfiguration of the lot layout, and an increase of parking areas for additional parking and to deter on-street parking, with the following conditions:

1. Street trees shall not be removed and shall be stated in the Association documents and any other Association documents of the development
2. A Non-binding School Concurrency letter needs to be received prior to Site Construction Plan approval.
3. 6' high capped masonry wall, measured from the crown of the road, shall be installed along Sand Hill Road and FDC Grove Road.
4. The final approval of the traffic study from Polk County, regarding any off-site improvements that may be required on Sand Hill Road and/or FDC Grove Road. shall be received in writing and reviewed by City Staff prior to the Site Construction Plans being approved and/or released.
5. All other requirements set forth in Ordinance No. 22-2014, Ordinance No. 24-2070 and the LDRs shall be made part of this Ordinance No. 25-2101

ORDINANCE NO. 25-2101

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; AMENDING ORDINANCE NO. 03-1060, BY AMENDING THE SAND HILL SHORES TOWNHOMES RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE NORTH RIDGE (RPUD-NR) WITH A MINOR MODIFICATION; PROPERTY PARCELS ARE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF FDC GROVE ROAD AND SAND HILL ROAD BEING SOUTH OF HOLLY HILL GROVE ROAD, TO THE WEST OF HWY 27, TO THE NORTH OF SAND HILL ROAD, AND TO THE EAST OF FDC GROVE, IN HAINES CITY, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ZONING DESIGNATION AND CONDITIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 Land Development Regulations contain Chapter 5 Zoning, including a zoning map; and

WHEREAS, the City Commission adopted the Residential Planned Unit Development on October 20, 2022, by Ordinance No. 22-2014; and

WHEREAS, the Planning Commission heard a Major Modification of the RPUD on March 11, 2024, and forwarded a recommendation of approval to the City Commission. It was approved by the City Commission on adoption of Ordinance No. 24-2070, on May 16, 2024; and

WHEREAS, this Minor Modification for the planned unit development is to accommodate the relocation of the stormwater pond and reconfiguration of the lot layout; and

WHEREAS, the property consists of a gross land mass of 15.43± acres, which will consist of a maximum of 140 lots of single-family attached (Townhomes), and is located north of Sand Hill Road, and to the east of FDC Grove Road, in Haines City, Florida; and

WHEREAS, the property consists of the following parcel and Legal Descriptions:

Parcel ID No. 272630-708000-020012

Begin At A Point 556.70 Feet South And 30.00 Feet East Of The Nw Corner Of The Nw 1/4 Of The Se 1/4 Of Section 30, Township 26 South, Range 27 East, And Run North 71°15' East 413.32 Feet, North 11°02' East 304.16 Feet, North 89°24' East 485.70 Feet, South 41°55' West 341.00 Feet, South 28°05' East 330.00 Feet, South 0°05' East 275 Feet, North 88°21' West 414.25 Feet, South 0°05' East 355.00 Feet, More Or Less, To A Point 30 Feet North Of The South Line Of Sai D Nw 1/4 Of The Se 1/4, South 88°54' West, Parallel With Said South Line 449.74 Feet To A Point 30 Feet East Of The West Line Of Said Nw 1/4 Of The Se 1/4; Thence North Parallel With Sai D West Line, 735.10 Feet, More Or Less To The P.O.B.; Being A Portion Of Lots 1, 2, 3, 14, 15 And 16 Of Florida Development Cos Tract, As Shown By Map Or Plat Thereof Recorded In The Office Of The Clerk Of The Circuit Court In And For Polk County, Florida, In Plat Book 3, Pages 60 To 63 inclusive.
Less Maintained Right-Of-Way as Shown on Map Book 18, Pages 43 Through 61, Public Records of Polk County, Florida.
CONTAINING 15.43 +/- ACRES, MORE OR LESS.

WHEREAS, in the exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to amend the zoning map contained in Chapter 5 and Chapter 6, of the Land Development Regulations, adopted originally by Ordinance 796, and subsequently amended by Ordinance 13-1457 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 Zoning Designation to RPUD and Conditions. The City Commission of Haines City (the "City Commission") hereby approves the Minor Modification to the property described below as Residential Planned Unit Development in the North Ridge (RPUD-NR) subject to the conditions stated below:

Parcel ID No. 272630-708000-020012

Begin At A Point 556.70 Feet South And 30.00 Feet East Of The Nw Corner Of The Nw 1/4 Of The Se 1/4 Of Section 30, Township 26 South, Range 27 East, And Run North 71°15' East 413.32 Feet, North 11°02' East 304.16 Feet, North 89°24' East 485.70 Feet, South 41°55' West 341.00 Feet, South 28°05' East 330.00 Feet, South 0°05' East 275 Feet, North 88°21' West 414.25 Feet, South 0°05' East 355.00 Feet, More Or Less, To A Point 30 Feet North Of The South Line Of Sai D Nw 1/4 Of The Se 1/4, South 88°54' West, Parallel With Said South Line 449.74 Feet To A Point 30 Feet East Of The West Line Of Said Nw 1/4 Of The Se 1/4; Thence North Parallel With Sai D West Line, 735.10 Feet, More Or Less To The P.O.B.; Being A Portion Of Lots 1, 2, 3, 14, 15 And 16 Of Florida Development Cos Tract, As Shown By Map Or Plat Thereof Recorded In The Office Of The Clerk Of The Circuit Court In And For Polk County, Florida, In Plat Book 3, Pages 60 To 63 inclusive.

Less Maintained Right-Of-Way as Shown on Map Book 18, Pages 43 Through 61, Public Records of Polk County, Florida.
CONTAINING 15.43 +/- ACRES, MORE OR LESS.

And subject to the following Conditions:

The Residential units will consist of 140 single-family attached units (see below).

1. Zoning Standards for Townhomes (single-family attached)

- Two entrances off of Sand Hill Road and FDC Grove Road.
- Number of Units - Maximum of 140.
- Roadways - Minimum 24 feet wide with 2' Miami curbs.
- Utilities - Cable TV, telephone, gas, and electric to be located underground and within a 14 foot utility easement on both sides of the street. Polk County will provide utilities.
- Sidewalks - 5' sidewalks installed on each side of the 24-foot-wide streets.

- Landscaping - All City codes for landscaping will be met or exceeded.
 - Neighborhood Park Space – provided 1.90± acres and will consist of a clubhouse, pool, tot lot and dog park.
 - Setbacks:
 - Front- 20 feet
 - Garage - 20 feet
 - Rear - 10 feet building to building/building to property line
 - Interior Side - 10' building to building/building to street
 - Front Side - 15 feet
 - Accessory - 5 feet
 - Density – 9.07 units per acre
 - Impervious Surface Ratio - Not to exceed 60%
 - Units will be 3 bedrooms to 4 bedrooms
 - Garage is 200 SF however additional parking for vehicles in driveway has been provided and parking spaces have been created throughout the development.
2. No parking shall be permitted on roadways and shall be stated in the Association documents and any other Association documents of the development. Signs shall be placed throughout the development for enforcement.
 3. Street trees shall not be removed and shall be stated in the Association documents and any other Association documents of the development.
 4. All outstanding Technical Review Board comments shall be satisfied including approved traffic study prior to Site Construction Plan Review and approval.
 5. Non-Binding School Concurrency letter needs to be received prior to Site Construction Plan approval.
 6. 6' high, capped masonry wall, measured from the crown of the road, shall be installed along Sand Hill Road and FDC Grove Road.
 7. The final approval of the traffic study from Polk County, regarding any off-site improvements will be required on Sand Hill Road and/or FDC Grove Road, and shall be received in writing and reviewed by City Staff prior to the site construction plans being approved and/or released.
 8. All other requirements set forth in Ordinance No. 22-2014, Ordinance No. 24-2070 and the LDRs shall be made part of this Ordinance No. 25-2101.

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 1st day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second reading in regular session of the City Commission of the City of Haines City, this 15th day of May, 2025.

ATTEST:

APPROVED:

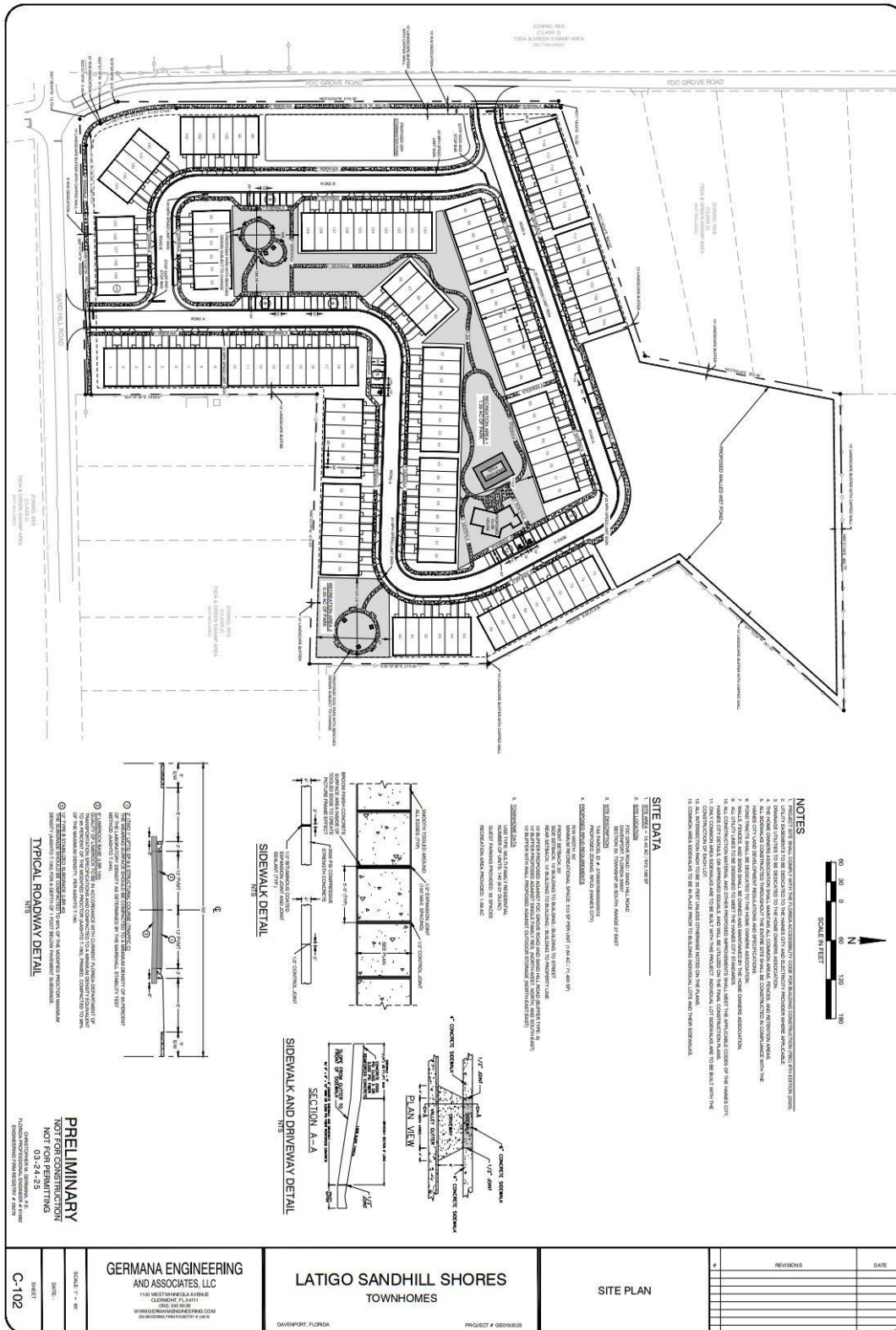
Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

EXHIBIT A





Memorandum

To: Calvin Clarke
Haines City
620 East Main Street
Haines City, Florida 33844

Date: April 8, 2024

Project #: 63070.43

From: Joedel Zaballero, PE, PTOE

Re: Sand Hill Shores (formerly known as Feltrim Landing)
Traffic Impact Analysis and Response to Comments

As per the request of Haines City, VHB has reviewed the Traffic Impact Analysis (TIA) for Sand Hill Shores prepared by Walsh Traffic Engineering, LLC and dated April 2024 as well as the response to comments dated April 6, 2024. We offer the following comments (these have been transmitted to the Applicant as well):

1. While the trip generation for ITE land use code 220 Multifamily Housing (Low-Rise) is higher, 215 Single-Family Attached Housing would be a more appropriate land use for trip generation. Approved methodology in Appendix B uses 215.

Response: We acknowledge that LUC 215 is more appropriate. However, it should be noted that the study was based on 156 units while the development plan has been revised to restrict the development to 140 units. Based on 156 units and LUC 220, as included in the January 2024 study, the development is projected to generate 71 AM peak-hour trips and 88 PM peak-hour trips. With 140 units and based on LUC 215, the development is projected to generate 67 AM peak-hour trips and 80 PM peak-hour trips. Thus, the project trip impact included within the study is overstated by 4 AM peak-hour trips (6%) and 8 PM peak-hour trips (10%). Therefore, we respectfully request that the trip impact included within the study be accepted since it is conservatively high.

Sufficiency Comment: Trip generation is acceptable. No further comment.

2. What was the basis for the distribution percentages used in the significance table? They do not align with those utilized in the approved methodology.

Response: Adjustments to the trip distribution within the approved methodology was discussed later in the report under the "Trip Distribution" section of the study on Page 11.

Sufficiency Comment: Trip Distribution is acceptable. No further comment.

3. Please summarize the synchro results for the existing and future conditions at intersections for each movement showing the v/c, delay and LOS for the two peak periods in each scenario. For example:

Intersection	Control	Mvmt	Existing					
			AM			PM		
			v/c	Delay	LOS	v/c	Delay	LOS
Street 1 & Street 2	TWSC	EBL						
		EBT						
		EBR						
		EB						
		WBL						
		WBT						
		WBR						
		WB						
		NBL						
		NBT						
		NBR						
		NB						
		SBL						
		SBT						
		SBR						
		SB						
		All						

Response: The requested summary tables have been included within the TIA.

Sufficiency Comment: No further comment.

4. Please include 2026 background synchro analysis for the intersections.

Response: The future buildout conditions of the study roadway segments and intersections, which includes background and project trips, are shown to be highly acceptable. Therefore, it can be concluded that the future background conditions would be even better. Therefore, because background analyses would have no bearing on the conclusion that all roadways and intersections are projected to operate acceptably at buildout of the development, it is respectfully requested that this comment/request be withdrawn.

Sufficiency Comment: Comment is withdrawn since no deficiencies were identified under the build condition. No further comments.

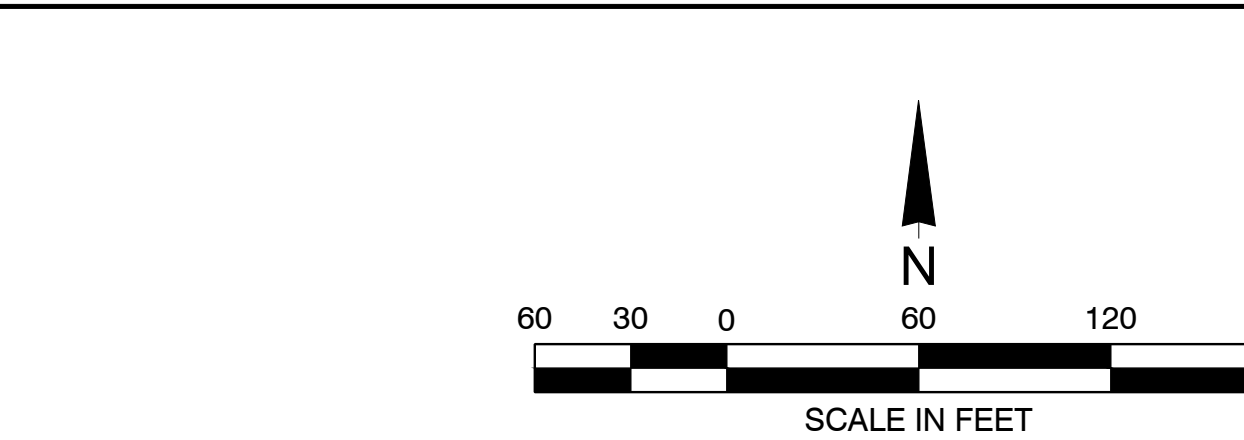
5. Appendix G states the Future Conditions are 2024, please confirm the analysis was done for 2026.

Response: The analyses were conducted for year 2026. The Appendix G header sheet was in error and has been corrected to show "2026".

Sufficiency Comment: No further comments.

The Sand Hill Shores TIA dated April 2024 for the proposed 156 low-rise multifamily dwelling units is approved. The TIS did not identify any improvements needed to mitigate site related impacts. The applicant shall provide a copy of the approved County driveway permit for the City's files. If you have any questions or would like to discuss further, please do not hesitate to contact us.

JZ



1. PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 8TH EDITION (2023).
2. UTILITY EASEMENTS TO BE DEDICATED TO THE HAINES CITY AND ELECTRICITY PROVIDER WHERE APPLICABLE.
3. DRAINAGE UTILITIES TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
4. THE HOME OWNERS ASSOCIATION SHALL MAINTAIN ALL COMMON AREAS, FENCES, AND RETENTION AREAS.
5. ALL SIDEWALKS CONSTRUCTED THROUGHOUT THE ENTIRE SITE SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE HAINES CITY LAND DEVELOPMENT REGULATIONS AND SPECIFICATIONS.
6. PARKING SHALL BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
7. WALLS, FENCES, AND SIGNS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. ALL UTILITY LINES TO BE DESIGNED TO MEET THE HAINES CITY STANDARDS.
9. ALL CONSTRUCTION MATERIAL AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF THE HAINES CITY, HAINES CITY DETAILS, OR APPROVED EQUALS, AND WILL BE UTILIZED ON THE FINAL CONSTRUCTION PLANS.
10. ONLY COMMON AREA SIDEWALKS ARE TO BE BUILT WITH THIS PROJECT. INDIVIDUAL LOT SIDEWALKS ARE TO BE BUILT WITH THE CONSTRUCTION OF EACH LOT.
11. ALL INTERSECTION RADII TO BE 35 FEET UNLESS OTHERWISE NOTED ON THE PLANS.
12. COMMON AREA SIDEWALKS TO BE IN PLACE PRIOR TO BUILDING INDIVIDUAL LOTS AND THEIR SIDEWALKS.

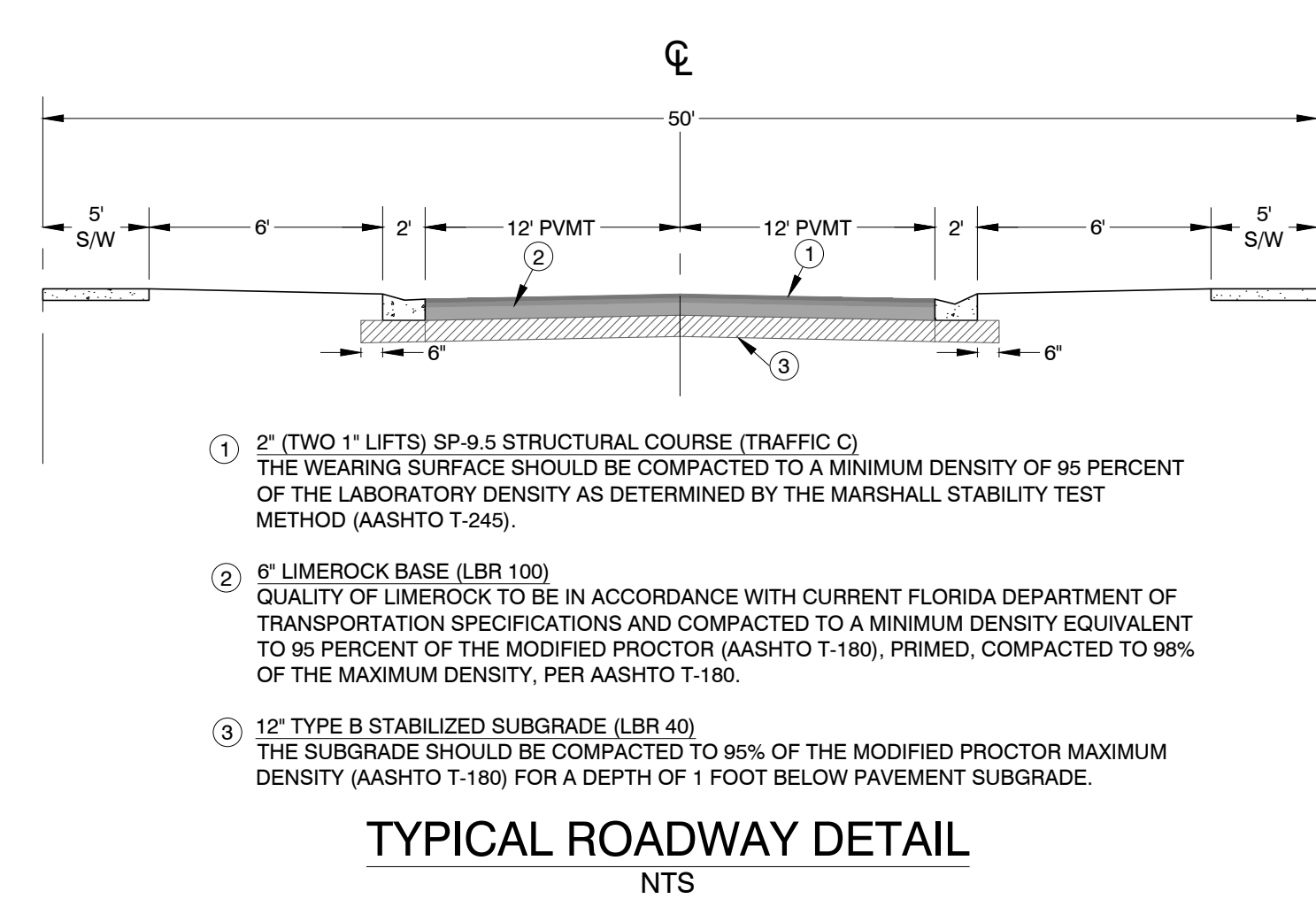
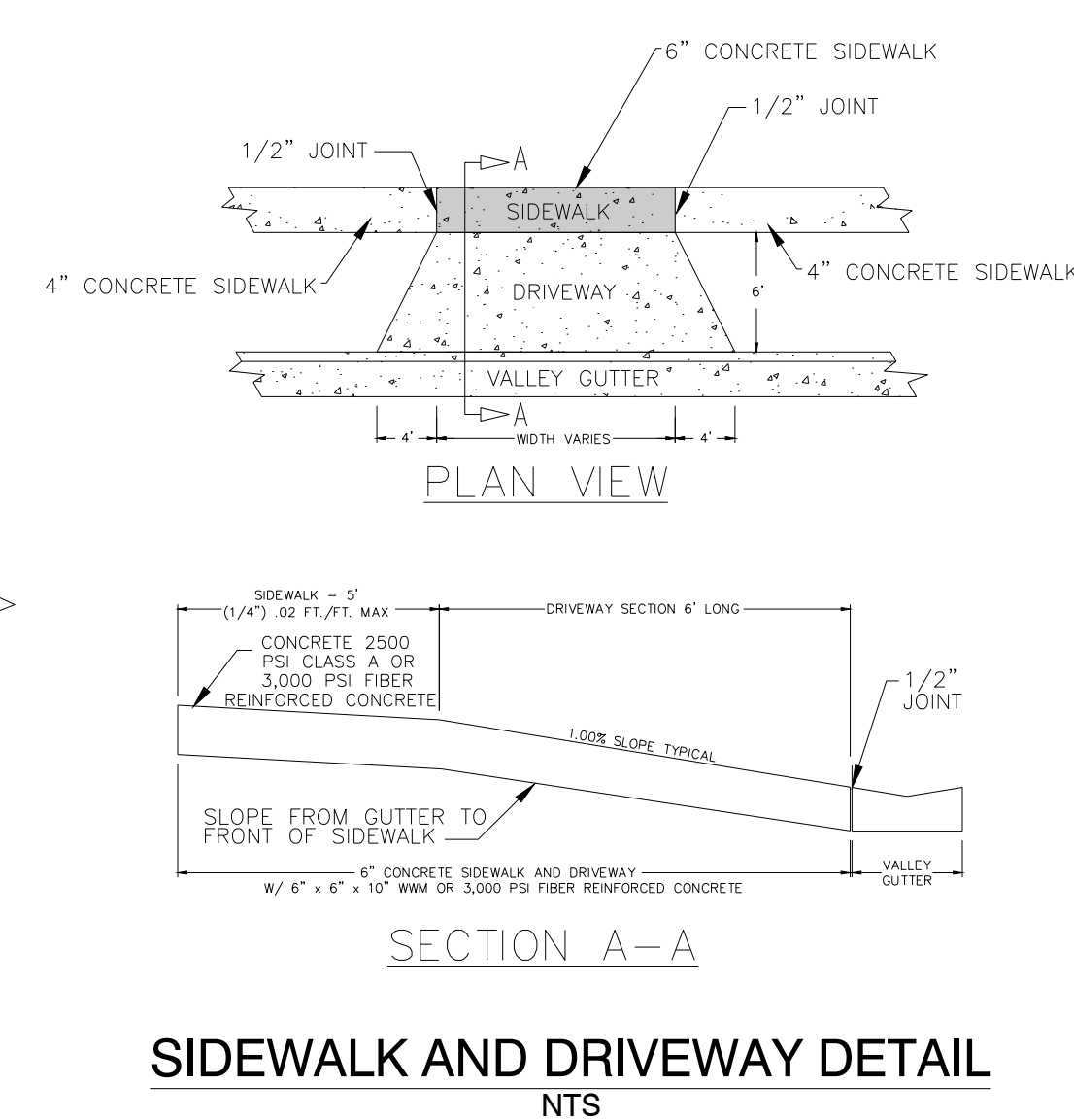
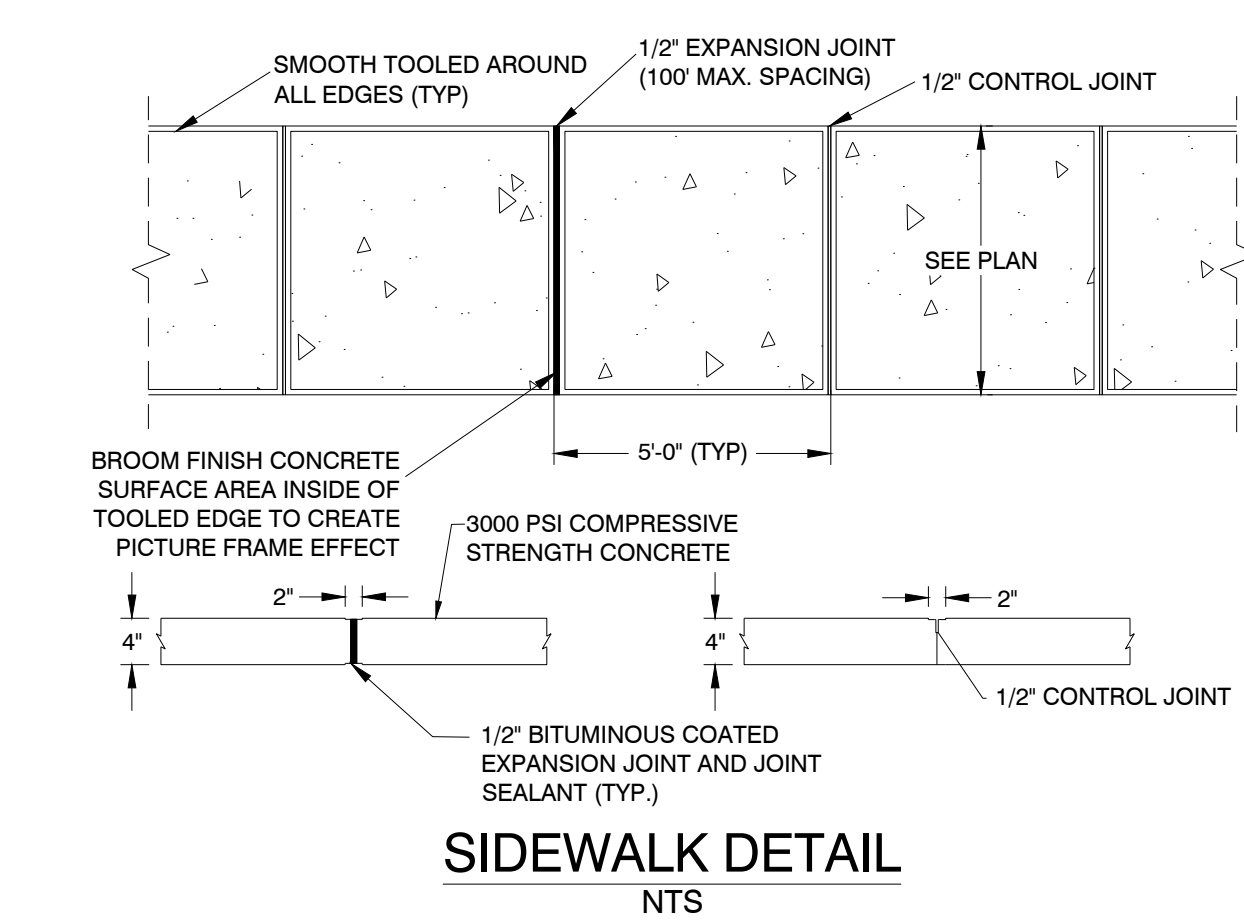
1. SITE AREA = 15.43 AC / 672,196 SF
2. SITE LOCATION

FDC GROVE ROAD / SAND HILL ROAD
DAVENPORT, FLORIDA 33837
SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST
3. SITE DESCRIPTION

TAX PARCEL ID #: 272630708000020012
PROPOSED ZONING: RPUD (HAINES CITY)
4. PROPOSED RPUD REQUIREMENTS

R/W WIDTH: 50'
MINIMUM RECREATIONAL SPACE: 510 SF PER UNIT (1.64 AC / 71,400 SF)
FRONT SETBACK: 20'
SIDE SETBACK: 10' BUILDING TO BUILDING / BUILDING TO STREET
REAR SETBACK: 10' BUILDING TO BUILDING / BUILDING TO PROPERTY L
10' BUFFER PROPOSED AGAINST FDC GROVE ROAD AND SAND HILL RO
10' BUFFER PROPOSED AGAINST SINGLE FAMILY RES. (NORTH/WEST)
10' BUFFER WITH WALL PROPOSED AGAINST OUTDOOR STORAGE (NOR
5. TOWNHOME DATA

USE TYPE: MULTI-FAMILY RESIDENTIAL
NUMBER OF UNITS: 140 (8.07 DU/AC)
GUEST PARKING PROVIDED: 53 SPACES
RECREATION AREA PROVIDED: 1.69 AC



<p>GERMANA ENGINEERING AND ASSOCIATES, LLC 1120 WEST MINNECOLA AVENUE CLERMONT, FL 34711 (352) 242-8929 WWW.GERMANAENGINEERING.COM ENGINEERING FIRM REGISTRY # 20679</p>	<p>DAVENPORT, FLORIDA</p>	<p>PROJECT # GE0192023</p>	<p>SITE PLAN</p>	<p>#</p>	REVISIONS	DATE
SCALE: 1" = 60'	DATE: -	SHEET	C-102			



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: May 15, 2025

Subject: Ordinance No. 25-2106– Bridgemohan Property Voluntary Annexation – Second Reading

Executive Summary

Approve Ordinance No. 25-2106, regarding the voluntary annexation for the Bridgemohan property located at 5283 Johnson Avenue East on second reading.

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to approve Ordinance No. 25-2106, regarding the voluntary annexation of property located at 5283 Johnson Avenue East, owned by Dayaram Bridgemohan.

Background

The subject parcel is 4.68 acres +/- and is located south of Johnson Avenue East. The Polk County Appraiser identifies this property as Parcel Number 27-27-25-000000-031050.

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

Organizational Goal(s)

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

Budget Impact

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

Recommendation

Staff recommends approval of Ordinance No. 25-2106, regarding the voluntary annexation of property located at 5283 Johnson Avenue East, owned by Dayaram Bridgemohan on second reading.

ORDINANCE NO. 25-2106

AN ORDINANCE OF THE CITY OF HAINES CITY FLORIDA, ANNEXING CERTAIN LAND INTO THE CORPORATE LIMITS OF HAINES CITY, FLORIDA AND REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE PROPERTY OWNED BY DAYARAM BRIDGEMOHAN LOCATED AT 5283 JOHNSON AVENUE EAST, HAINES CITY, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dayaram Bridgemohan has petitioned for a Voluntary Annexation of property into the City of Haines City; and

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

WHEREAS, the legal description of said real property (the “Legal Description”) is defined as follows:

N1/2 OF W1/4 OF NE1/4 OF NW1/4 LESS COUNTY RD S 580

Parcel ID: 27-27-25-000000-031050

WHEREAS, the attached map shows the parcels comprising of properties containing approximately 4.68 +/- acres, and is located south of Johnson Avenue, is proposed to be annexed herein by reference and is hereafter referred to as “Exhibit A”; and

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

WHEREAS, the City Commission hereby determines that the owner of the property and the area proposed to be annexed has consented to the annexation and meets the requirements pursuant to §171.043, Florida Statutes; and

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

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

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

Section 2. Annexation of Property. The property described above (the Legal Description) and depicted in “Exhibit A” shall be and are hereby annexed into the City of Haines City, Florida and the boundary lines of the municipality shall be redefined to include the said property.

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

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

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

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

Section 7. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, and its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 1st day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

_____, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second and final reading by the City Commission of the
City of Haines City, Florida, at regular session this 15th of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

_____, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

“EXHIBIT A”





HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: May 15, 2025

Subject: Ordinance No. 25-2107 – Voluntary Annexation of Joel Massey Property – Second Reading

Executive Summary

Approve Ordinance No. 25-2107 regarding the voluntary annexation for the Joel Massey Property located at 64 & 68 Joel Massey Road on second reading.

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to approve Ordinance No. 25-2107 regarding the voluntary annexation of property located at 64 & 68 Joel Massey Road, owned by Ford Family Trust, on second reading.

Background

The subject parcel is 19.66 acres +/- and is located north of Grace Avenue, east of 30th Street S & south of Hinson Avenue, and identified by the Polk County Property Appraiser Parcel Numbers as follows: 27-27-27-000000-042010 & 27-27-27-000000-042100. The proposed annexation complies with the provisions of Chapter 171.044, Florida Statutes.

Organizational Goal(s)

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

Budget Impact

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



Recommendation

Staff recommends approval of Ordinance No. 25-2107 regarding the voluntary annexation of property located at 64 & 68 Joel Massey Road, owned by Ford Family Trust, on second reading.

ORDINANCE NO. 25-2107

AN ORDINANCE OF THE CITY OF HAINES CITY FLORIDA, ANNEXING CERTAIN LAND INTO THE CORPORATE LIMITS OF HAINES CITY, FLORIDA AND REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE PROPERTY OWNED BY THE FORD FAMILY TRUST AND LOCATED NORTH OF GRACE AVENUE, EAST OF 30th STREET SOUTH AND SOUTH OF HINSON AVENUE, HAINES CITY, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Quiddity Engineering, on behalf of the property owner, Ford Family Trust, has petitioned for a Voluntary Annexation of property into the City of Haines City; and

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

WHEREAS, the legal description of said real property (the “Legal Description”) is defined as follows:

27-27-27-000000-042010

N1/2 OF SE1/4 OF SW1/4 LESS BEG AT SE COR OF N1/2 OF SE1/4 OF SW1/4 RUN N 104 FT W 208 FT S 104 FT E 208 FT TO POB & LESS MAINT R/W & LESS N 328.59 FT & LESS ADDNL RD R/W PER MB 27 PG 76

27-27-27-000000-042100

N 328.59 FT OF N1/2 OF SE1/4 OF SW1/4 LESS MAINT R/W & LESS ADDNL RD R/W PER MB 27 PG 76

WHEREAS, the attached map shows the parcels comprising of properties containing approximately 19.66 +/- acres, and is located north of Grace Avenue, east of 30th Street S & south of Hinson Avenue, is proposed to be annexed herein by reference and is hereafter referred to as Exhibit “A”; and

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

WHEREAS, the City Commission hereby determines that the owner of the property and the area proposed to be annexed has consented to the annexation and meets the requirements pursuant to §171.043, Florida Statutes; and

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

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

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

Section 2. Annexation of Property. The property described above (the Legal Description) and depicted in Exhibit “A” shall be and are hereby annexed into the City of Haines City, Florida and the boundary lines of the municipality shall be redefined to include the said property.

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

and with the Department of State of the State of Florida within seven (7) days after the adoption of this Ordinance.

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

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

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

Section 7. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, and its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 1st day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

_____, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second and final reading by the City Commission of the
City of Haines City, Florida, at regular session this 15th of May, 2025.

ATTEST:

APPROVED:

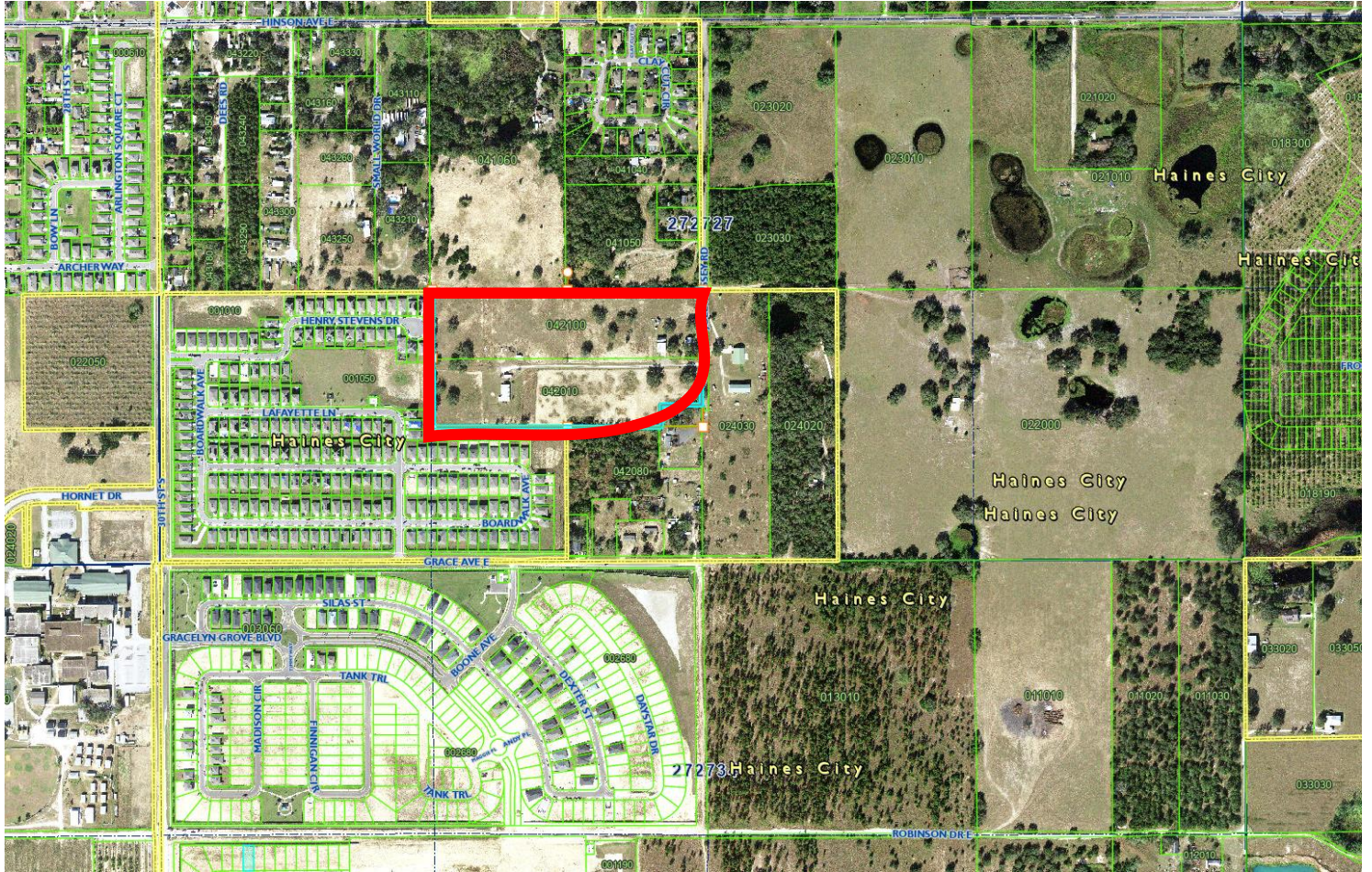
Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit "A"





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: May 15, 2025

Subject: Ordinance No. 25-2110 Fiscal Year 2024-2025 Budget Amendment No 2 – Second Reading

Executive Summary

Approve Ordinance No. 25-2110 on second reading which will amend the budget for fiscal year ending September 30, 2025 to assign excess funds for carryover projects pursuant to Florida Statute requirements.

Introduction

The intent of this item is to adopt an Ordinance for the reallocating and re-appropriating of monies for the fiscal year 2024-2025 budget. This has been approved by the CRA Board

Background

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

Organizational Goal(s)

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

Budget Impact

There is overall budget impact is \$367,000 specifically to the CRA Fund.

Recommendation

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

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

CRA									
Revenue		102-00-38-9-0-90-00	UNDESIGNATED FUND BALANCE	\$	3,769,860.00	\$	-	\$	367,000.00
Expense	Parks	102-10-57-2-6-63-10					108,500.00		3,152,975.00
	Parks	102-10-57-2-6-63-10	JJ Smith Aquatic Heater & Chiller		3,044,475.00		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:


 City Manager
 4/23/25
 Date


 Finance Director
 4/23/25
 Date

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

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

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

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

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

_____, Mayor

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

_____, Mayor

Fred Reilly, City Attorney



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: May 15, 2025

Subject: Ordinance No. 25-2108 – Voluntary Annexation of Prince and Sons – First Reading

Executive Summary

Approve Ordinance No. 25-2108, regarding the voluntary annexation for the Prince and Sons property, located at 200 F Street, on first reading.

Staff contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to approve Ordinance No. 25-2108, regarding the voluntary annexation of property located at 200 F Street, owned by Prince & Sons, Inc.

Background

The subject parcel is 10.11 acres +/- and is located east of HWY 27, south of HWY 17-92 W, north of Kenny Blvd, and identified by the Polk County Property Appraiser Parcel Number as follows: 27-27-30-000000-022080. The proposed annexation complies with the provisions of Chapter 171.044, Florida Statutes.

Organizational Goal(s)

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

Budget Impact

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

Recommendation

Staff recommends approval of Ordinance No. 25-2108, regarding the voluntary annexation of property located on 200 F Street owned by Prince & Sons, on first reading.

ORDINANCE NO. 25-2108

AN ORDINANCE OF THE CITY OF HAINES CITY FLORIDA, ANNEXING CERTAIN LAND INTO THE CORPORATE LIMITS OF HAINES CITY, FLORIDA AND REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE PROPERTY OWNED BY PRINCE AND SONS, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner, Prince & Sons, Inc, has petitioned for a Voluntary Annexation of property into the City of Haines City; and

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

WHEREAS, the legal description of said real property (the “Legal Description”) is defined as follows:

27-27-30-000000-022080

SE1/4 OF SE1/4 LYING NE OF CANAL & N1/2 OF N1/2 OF SE1/4 OF SE1/4 LYING S OF CANAL

WHEREAS, the attached map shows the parcel comprising property containing approximately 10.11 +/- acres, and is located north of Kenny Blvd, east of HWY 27 & south of

HWY 17/92, is proposed to be annexed herein by reference and is hereafter referred to as Exhibit “A”; and

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

WHEREAS, the City Commission hereby determines that the owner of the property and the area proposed to be annexed has consented to the annexation and meets the requirements pursuant to §171.043, Florida Statutes; and

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

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

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

Section 2. Annexation of Property. The property described above (the Legal Description) and depicted in Exhibit “A” shall be and are hereby annexed into the City of Haines City, Florida and the boundary lines of the municipality shall be redefined to include the said property.

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

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

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

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

Section 7. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, and its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second and final reading by the City Commission of the
City of Haines City, Florida, at regular session this 5th day of June, 2025.

ATTEST:

APPROVED:

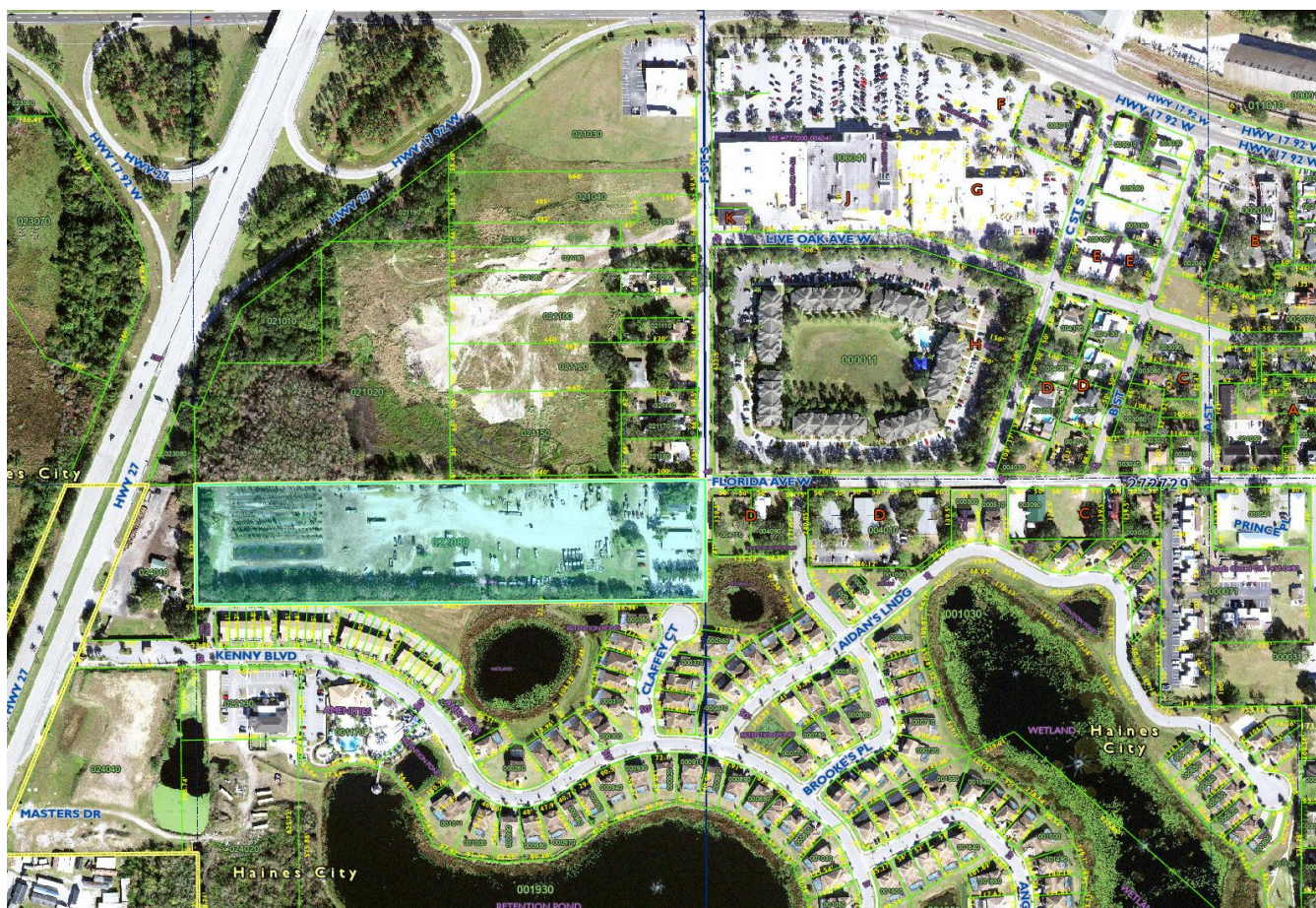
Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit “A”





HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: May 15, 2025

Subject: Resolution No. 25-1862 – Final Plat - Crosswinds East Phase 2C

Executive Summary

Approve Resolution No. 25-1862, for the Final Plat for Crosswinds East Phase 2C.

Staff contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to approve Resolution No. 25-1862, for the Final Plat for Crosswinds East Phase 2C.

Background

This property was annexed by the City of Haines City and in August of 2021, the zoning classification was changed to a Residential Planned Unit Development (RPUD) with the following:

1. Current Future Land Use: Low Density Residential
2. Current Zoning: City Residential Planned Unit Development

The property is located north of Baker Dairy Road, south of Carl Boozer Road, and east of Powerline Road and Phase 2C contains 45.10 +/- acres and further described by parcel numbers:

27-27-23-000000-034000, 27-27-23-000000-032004 & 27-27-23-000000-032003

On October 25, 2024, a final plat application was submitted by Harris Civil Engineers, LLC, to be considered for Phase 2C. This submittal divided the property into 220 lots and dedication of right-of-way, recreation areas, open space, retention areas and easements.

The proposed project includes:

Maximum Density: 4.87 Dwelling Units per acre (220/45.10 acres)



HAINES CITY

THE HEART OF FLORIDA

The Crosswinds project consists of 40' and 50' lots which are vested through the approved Residential Planned Unit Development.

Relevant Project Data & Proposed Standards

- Project Entrance - There will be an entrance on Crosswinds East Boulevard via Standing Maple Drive.
- Number of Lots - Maximum of 220
- Roadways - 24 feet wide with curb built to City of Haines City roadway standards.
- Utilities - Cable TV, telephone, gas, and electric to be located underground and within a 15-foot utility easement on both sides of the street.
- Sidewalks - 5' sidewalks installed on each side of the 24-foot wide streets.
- Landscaping - All City codes for landscaping will be met or exceeded.
- Neighborhood Park Space – 6.29± acres
- Single-Family Detached Setbacks:
 - Front- 15 feet
 - Garage - 20 feet
 - Rear - 10 feet
 - Side - 5 feet
 - Front Side - 15 feet
- Accessory - 5 feet
- Minimum Lot Width - 40 feet, 50 feet
- Minimum Lot Depth - 110 feet
- Maximum Impervious Surface Ratio - 60%
- Minimum Garage Size - 400 SF

Development Summary

- Project Size – 45.10± acres (Phase 2C)
- Estimated Taxable Value - \$22,000,000 (assuming 220 units @ \$100,000)
- Estimated City Tax Receipts - \$166,969 (based on Estimated Taxable Value x 0.0075895 net taxable value per unit)

Organizational Goal(s)

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

Budget Impact

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

Recommendation

Staff recommends approval of Resolution No. 25-1862, Final Plat for Crosswinds East Phase 2C with the following conditions:



1. Developer has entered into an Infrastructure and Impact Fee Credit Agreement with Polk County regarding Phase 1 of the Powerline Road Extension from South Boulevard to US Highway 17/92. Under this Agreement, the off-site improvements required for Phase 1 and Phase 2C of Crosswinds East have been met and the Developer shall have five (5) years from the date of the Agreement in which to begin construction of the extension of Powerline Road and shall have three (3) years to complete said extension. As additional phases are reviewed and approved, future off-site improvements will be re-evaluated as well.
2. No parking shall be permitted on roadways, and this shall be stated in the Homeowners' Association documents and any other association documents of the development.
3. Street trees shall not be removed and shall be stated in the Homeowners' Association documents and any other association documents of the development.
4. Reuse lines shall be installed.
5. A revised traffic analysis has been provided with regards to Phase 1 and Phase 2C, and at the time 225 residential units are constructed, the following off-site intersection turn lane improvements, which will be built to City standards, will need to be fully constructed and operational:
 - a. Baker Dairy Road and Powerline Road – Add northbound turn lane, southbound turn lane, and westbound turn lane;
 - b. Carl Boozer Road and Powerline Road – Add northbound turn lane. Southbound turn lane and westbound turn lane.

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

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

In the event these improvements are not completed and operational at the time 225 residential units are constructed, no further permits will be issued until completed and a new updated traffic analysis is provided.

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



6. The Final Plat will not be recorded until all road work has been inspected and approved. Original road construction must be approved before the Final Plat is recorded.
7. Approval of the Final Plat does not release the applicant from meeting the requirements of all other applicable sections of Haines City's Land Development Regulations, Code of Ordinances, and Growth Management Plan should an omission be made or revision be needed, and shall be required to be addressed with the Site Construction Plan review.

RESOLUTION NO. 25-1862

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA;
GRANTING A FINAL PLAT FOR PHASE 2C OF THE
CROSSWINDS EAST SUBDIVISION LOCATED EAST OF
POWERLINE ROAD, SOUTH OF CARL BOOZER ROAD, AND
NORTH OF BAKER DAIRY ROAD, HAINES CITY, FLORIDA;
SETTING FORTH CONDITIONS; PROVIDING FOR FINDINGS;
PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Haines City desires to approve the final plat for Phase 2C of the Crosswinds East subdivision, Haines City, FL. 33844.

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

Section 1. Final Plat Granted. The City Commission of the City of Haines City hereby grants approval of the Final Plat for Phase 2C of the Crosswinds East subdivision according to the following described property located within the City of Haines City, and as more particularly described as:

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

27-27-23-000000-034000, 27-27-23-000000-032004 & 27-27-23-000000-032003

CONTAINING 45.10 ACRES, MORE OR LESS.

Section 2. Conditions of Approval.

1. Approval of the final plat does not release the applicant from meeting the requirements of all other applicable sections of Haines City’s Land Development Regulations, Code of Ordinances, and Growth Management Plan.
2. Violations of any conditions of approval shall be deemed a violation of the

Land Development Regulations and shall give rise to the City's right to cancel the Final Plat upon thirty (30) days' advance written notice.

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

1. Developer has entered into an Infrastructure and Impact Fee Credit Agreement with Polk County regarding Phase 1 of the Powerline Road Extension from South Boulevard to US Highway 17/92. Under this Agreement, the off-site improvements required for Phase 1 and Phase 2C of Crosswinds East have been met and the Developer shall have five (5) years from the date of the Agreement in which to begin construction of the extension of Powerline Road and shall have three (3) years to complete said extension. As additional phases are reviewed and approved, future off-site improvements will be re-evaluated as well.

2. No parking shall be permitted on roadways, and this shall be stated in the Homeowners' Association documents and any other association documents of the development.

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

4. Reuse lines shall be installed.

5. A revised traffic analysis has been provided with regards to Phase 1 and Phase 2C, and at the time 225 residential units are constructed, the following off-site intersection turn lane improvements, which will be built to City standards, will need to be fully constructed and operational:

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

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

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

a. Baker Dairy Road from Powerline Road to the most eastern end of the project.

b. Carl Boozer Road from Powerline Road to the entrance of the project.

In the event these improvements are not completed and operational at the time 225 residential units are constructed, no further permits will be issued until completed and a new updated traffic analysis is provided.

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

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

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

Section 3. Findings. In adopting this Resolution, the City Commission hereby makes the following findings, purposes, and intent:

1. The City Commission is empowered under the City's Land Development Regulations to hear and decide applications for final plats, to decide questions involved in determining whether final plat should be granted, and to grant final plat with conditions and safeguards appropriate under the Land Development Regulations.

2. A written application for a Final Plat was submitted on or around October 25, 2024.

3. Based on the evidence in the record, it is hereby found that the proposed final plat will not adversely affect the public interest, that it is not contrary to the intent and provisions of the City's Comprehensive Plan, that there is compliance with specific rules governing individual plats of the type involved, that the proposed development, with conditions and safeguards in Section 2 conditions herein, will be generally compatible with adjacent properties in the district, and that satisfactory provisions and arrangements have been made concerning the specific conditions enumerated in this Resolution.

Section 4. Recording. This Resolution shall be recorded in the Public Records of Polk County, Florida.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of Haines City,
Florida, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit "A"

Parcel ID and Legal Descriptions

27-27-23-000000-034000, 27-27-23-000000-032004 & 27-27-23-000000-032003



1200 Hillcrest Street, Suite 200
Orlando, Florida 32803
407.629.4777

Legal Descriptions Crosswinds East Phase 2C Final Plat

A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY

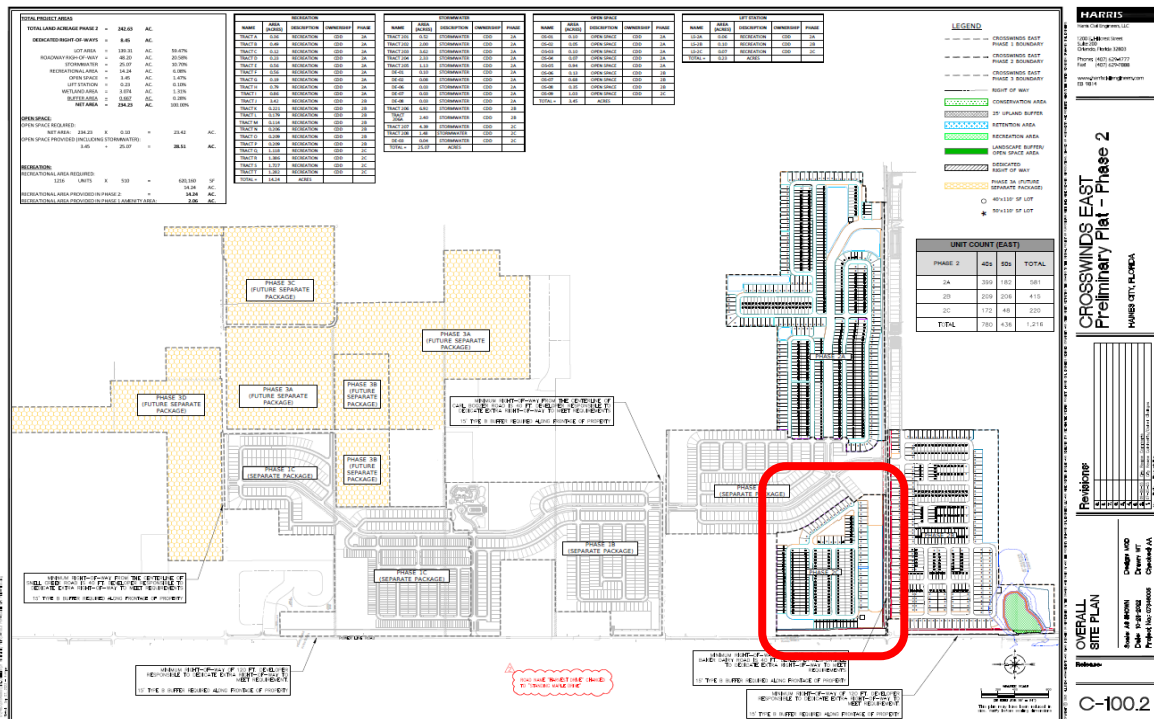
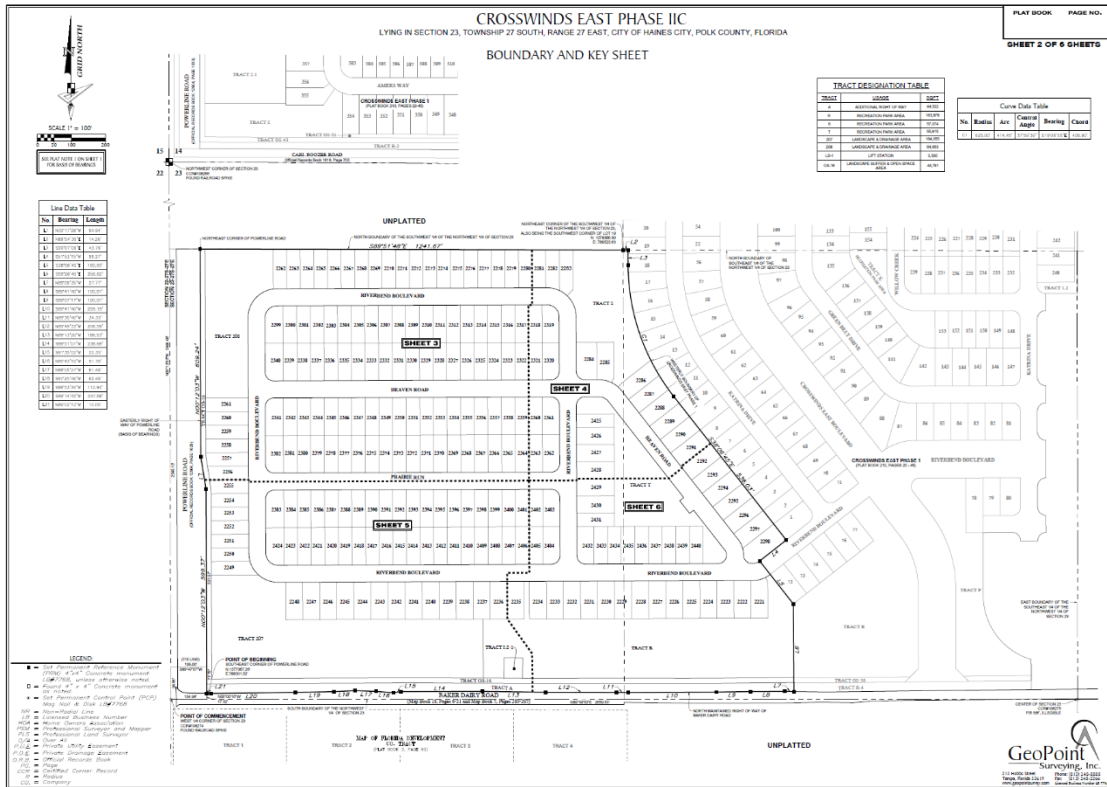
DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 23; RUN THENCE ALONG THE SOUTH BOUNDARY THEREOF, N.89°59'50"E., A DISTANCE OF 104.94 FEET; THENCE N.00°00'10"W., A DISTANCE OF 17.52 FEET TO THE SOUTHEAST CORNER OF POWERLINE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 12904, PAGE 1029, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG EASTERLY RIGHT OF WAY THEREOF THE FOLLOWING (3) COURSES: (1) N.00°12'03"W., A DISTANCE OF 599.37 FEET; (2) N.09°17'28"W., A DISTANCE OF 94.94 FEET; (3) N.00°12'03"W., A DISTANCE OF 609.24 FEET TO THE NORTHEAST CORNER OF SAID POWERLINE ROAD, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG SAID NORTH BOUNDARY, S.89°51'48"E., A DISTANCE OF 1241.67 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N.89°54'30"E., A DISTANCE OF 14.26 FEET; THENCE S.00°07'06"E., A DISTANCE OF 43.76 FEET; THENCE SOUTHERLY, 414.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 37°59'39" (CHORD BEARING S.19°06'55"E., 406.90 FEET); THENCE S.38°06'45"E., A DISTANCE OF 536.03 FEET; THENCE S.51°53'15"W., A DISTANCE OF 99.27 FEET; THENCE S.38°06'45"E., A DISTANCE OF 160.00 FEET; THENCE S.00°26'45"E., A DISTANCE OF 256.62 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF BAKER DAIRY ROAD, ACCORDING TO THE MAINTAINED RIGHT OF WAY MAPS FOR BAKER DAIRY ROAD, RECORDED IN MAP BOOK 18, PAGES 6 THROUGH 21 AND MAP BOOK 5, PAGES 280 THROUGH 285 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH MAINTAINED RIGHT OF WAY THE FOLLOWING FIFTEEN (15) COURSES: 1) N.89°09'35"W., A DISTANCE OF 27.77 FEET; 2) S.89°41'40"W., A DISTANCE OF 100.01 FEET; 3) S.89°07'17"W., A DISTANCE OF 100.01 FEET; 4) S.89°41'40"W., A DISTANCE OF 259.19 FEET; 5) N.89°30'40"W., A DISTANCE OF 34.33 FEET; 6) N.89°49'33"W., A DISTANCE OF 206.59 FEET; 7) N.89°13'20"W., A DISTANCE OF 186.53 FEET; 8) S.89°51'01"W., A DISTANCE OF 238.68 FEET; 9) S.81°35'02"W., A DISTANCE OF 22.35 FEET; 10) N.85°43'10"W., A DISTANCE OF 51.70 FEET; 11) N.88°05'27"W., A DISTANCE OF 61.46 FEET; 12) S.87°25'46"W., A DISTANCE OF 62.46 FEET; 13) S.88°53'34"W., A DISTANCE OF 112.94 FEET; 14) S.89°14'45"W., A DISTANCE OF 247.68 FEET; 15) N.89°02'12"W., A DISTANCE OF 12.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 45.102 ACRES, MORE OR LESS.

HARRIS CIVIL ENGINEERS
100% Employee-Owned Company ;
www.harriscivilengineers.com

Exhibit “B”





HAINES CITY

THE HEART OF FLORIDA

City Administration
620 E. Main Street
Haines City, FL 33844
Phone (863) 421-3650
Fax (863) 421-5561
www.hainescity.com

Developer Infrastructure Form

In an effort for the City of Haines City to capture the contributed developer improvements for subdivisions, please complete and certify the following contributed developer improvements. Please provide the final costs of the infrastructure improvements contributed to the City of Haines City.

Name of Development Crosswinds East Phase 2C

Water Improvements \$ 831,812.19

Sewer Improvements \$1,575,876.14

Road Improvements _____

Sidewalk Improvements _____

Drainage/Stormwater Improvements _____

Lighting Improvements _____

Any other Improvement donated _____

Examples would be: property donation, fill dirt donation, etc. (Please specify the improvement and cost)

I, Lauren Schwenk, developer for Crosswinds East Ph 2C subdivision, hereby certify that the preceding information related to contribute developer improvements to the City of Haines City is accurate and complete.


Developer
GLK Real Estate, LLC

4/21/25
Date

OUR MISSION

"Our team of professionals will provide our residents and business community with the highest quality services in a fiscally responsible manner through cooperation, strong ethical leadership with a lifelong commitment to enriching lives."



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Fred Reilly, City Attorney

Date: April 24, 2025

Subject: Ordinance No. 25-2109 Adjusting Mayor and City Commissioner Compensation

Executive Summary

Approve Ordinance No. 25-2109 adjusting Mayor and City Commissioner compensation on first reading.
Staff Contact: Fred Reilly, City Attorney

Introduction

The intent of this item is for the City of Haines City, Florida (the “City”) to consider approval of Ordinance No. 25-2109 adjusting Mayor and City Commissioner compensation.

Background

Section 4.04 Compensation: of the City of Haines City Charter states: Sec. 4.04. Compensation.

The commission may determine the annual salary of commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of commissioners elected at the next regular city election, provided that such election follows the adoption of such ordinance by at least six (6) months. Provided, however, that each commissioner shall be entitled to reimbursement for allowable expenses in accordance with the general law of the State of Florida.

Ordinance No. 22-2026 established the annual base salary for the Mayor to be set at \$26,000 and the annual base salary for a City Commissioner and the Vice Mayor to be set at \$22,000.

Ordinance No. 22-2026 provided that the City Commission shall have the option to pay for employee benefits; health, dental, vision, life insurance, and any other benefits offered to full-time City personnel.

According to State of Florida Office of Economic and Demographic Research Population Estimates dated April 1, 2022, the population of the City of Haines City was estimated to be 31,979.

According to the State of Florida Office of Economic and Demographic Research Population Estimates dated April 1, 2024, the new estimated population for the City of Haines is 39,514 permanent residents.



The City of Haines City has experienced unprecedented growth since 2017. The City of Haines City issued permits for new single-family residences as follows:

<u>Year</u>	<u>Number of Permits Issued</u>
2017	137
2018	526
2019	810
2020	1,162
2021	1,508
2022	1,060
2023	1,885
2024	1,745

Based on unprecedented growth of the municipality, record inflation and cost of living increases, it is reasonable and prudent to reassess current compensation and set base salary for the Mayor at \$33,980 and the base salary for a City Commissioner and Vice Mayor shall be set at \$31,980.

The City Commission has the authority to establish the base salary increase for the Mayor and City Commission, which shall be in accordance with Section 4.04 of the City Charter. To comply with Section 4.04, the effective date of the Ordinance must follow the adoption of such ordinance by at least six (6) months after the current regular election (which concludes on May 5, 2026). For simplicity of future payroll calculations, I recommend that the effective date of the Ordinance be May 7, 2026.

The City Commission has made the decision to repeal Ordinance No. 22-2026 in its entirety and replace it with a new ordinance which addresses City Commission compensation.

Organizational Goal(s)

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

Budget Impact

There is no budget impact for fiscal year 2024-2025. The budget impact would be based on the budget for fiscal year 2025-2026.

Recommendation

Staff recommends the City Commission consider approval of Ordinance No. 25-2109 adjusting Mayor and City Commissioner compensation on first reading.

ORDINANCE NUMBER 25-2109

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA AMENDING ORDINANCE, NO. 22-2026; RELATING TO ARTICLE IV. LEGISLATIVE BRANCH, SECTION 4.04 (COMPENSATION) OF THE CITY CHARTER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR THE REESTABLISHMENT OF AN ANNUAL COMPENSATION SCHEDULE FOR THE MAYOR AND CITY COMMISSIONERS; PROVIDING FOR ANNUAL COST-OF-LIVING ADJUSTMENT PROVIDING FOR INSURANCE BENEFITS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.04 Compensation: of the City of Haines City Charter states: Sec. 4.04. Compensation.

The commission may determine the annual salary of commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of commissioners elected at the next regular city election, provided that such election follows the adoption of such ordinance by at least six (6) months. Provided, however, that each commissioner shall be entitled to reimbursement for allowable expenses in accordance with the general law of the State of Florida.

WHEREAS, Ordinance No. 22-2026 established the annual base salary for the Mayor to be set at \$26,000 and the annual base salary for a City Commissioner and the Vice Mayor to be set at \$22,000; and

WHEREAS, Ordinance No. 22-2026 provided that the City Commission shall have the option to pay for employee benefits; health, dental, vision, life insurance, and any other benefits offered to full time City personnel; and

WHEREAS, the City Commission desires to provide fair and equitable compensation to the positions of the Mayor and City Commission; and

WHEREAS, according to State of Florida Office of Economic and Demographic Research Population Estimates dated April 1, 2022, the population of the City of Haines City was estimated to be 31,979; and

WHEREAS, according to the State of Florida Office of Economic and Demographic Research Population Estimates dated April 1, 2024, the new estimated population for the City of Haines is 39,514 permanent residents; and

WHEREAS, the City of Haines City has experienced unprecedented growth since 2017. The City of Haines City issued permits for new single-family residences as follows:

<u>Year</u>	<u>Number of permits issued</u>
2017	137
2018	526
2019	810
2020	1,162
2021	1,508
2022	1,060
2023	1,885
2024	1,745

WHEREAS, based on unprecedented growth of the municipality, record inflation and cost of living increases, it is reasonable and prudent to reassess current compensation and set base salary for the Mayor at \$33,980 and the base salary for a City Commissioner and Vice Mayor shall be set at \$31,980; and

WHEREAS, the City Commission has the authority to establish the base salary increase for the Mayor and City Commission, which shall be in accordance with Section 4.04 of the City Charter; and

WHEREAS, the City Commission has made the decision to repeal Ordinance No. 22-2026 in its entirety and replace it with a new ordinance which addresses City Commission compensation.

NOW, THEREFORE, be it enacted by the City of Haines City, Florida, as follows:

Section 1. Incorporation of Recitals. The City Commission finds that the above Recitals are true and correct and such Recitals are incorporated herein by reference.

Section 2. Annual Compensation Schedule: The annual compensation schedule for the Mayor and City Commissioners shall be as follows:

Each member of the city commission shall receive an annual base salary in the amount indicated below:

Commissioner Base Salary	Mayor Base Salary
\$31,980	\$33,980

Section 3. Annual Cost-of-Living Adjustment. The Commissioner Base Salary and Mayor Base Salary shall be automatically adjusted on an annual basis for cost-of-living adjustments (COLA) which are approved by the City Commission for all City Personnel.

Section 4. Insurance Benefits. Each City Commissioner shall have the option to receive insurance benefits such as health, dental, vision, life and have available supplemental insurance in accordance with the benefits received by full time general non-represented employees.

Section 5. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors which do not affect the legislative intent may be authorized by the City Manager or his/her designee, without the need of a public hearing, by filing corrected or re-codified copy of the same with the City Clerk.

Section 6. 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, including Ordinance No. 22-2026, are hereby repealed.

Section 7. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all

remaining provisions and portions of this Ordinance shall remain in full effect.

Section 8. Effective Date. This Ordinance shall take effect on May 7, 2026 upon it being read and approved in two meetings of the City Commission of the City of Haines City.

INTRODUCED AND PASSED on first reading of the City Commission of the City of Haines City, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second reading of the City Commission of the City of Haines City, this 5th day of June, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, 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: Fred Reilly, City Attorney

Date: May 15, 2025

Subject: Resolution No. 25-1863 Real Property Donation Agreement with GLK Real Estate, LLC

Executive Summary

Approve Resolution No. 25-1863 Real Property Donation Agreement with GLK Real Estate, LLC.

Introduction

The intent of this item is to seek the City Commission's approval of the Real Property Donation Agreement (the "Donation Agreement") with GLK Real Estate, LLC by approving Resolution No. 25-1863.

Background

On behalf of the City of Haines City, Florida ("CITY"), City Attorney Fred Reilly has negotiated a Real Property Donation Agreement with GLK Real Estate, LLC ("GLK") for real property located in Haines City, Florida.

GLK owns that certain real property' described on Exhibit A to the Donation Agreement attached hereto (the "Real Property"). The Real Property is described and depicted on Exhibit "A" attached to the Donation Agreement. The Real Property (for the Right-of-Way) comprises a total of 1.150 Acres.

The CITY and GLK have determined that the proposed dedication of the Real Property contemplated by the Donation Agreement meets the objectives of the City's future roadway improvements. The Real Property is located South of Baker Dairy Road in Haines City, Florida.

The CITY and GLK wish to formalize an agreement whereby GLK will dedicate the Real Property to the CITY.

Section 1.01 of the City Charter authorizes the City Commission to receive and hold real property for municipal purposes.



For purposes of taxation, the City Attorney and GLK representatives have negotiated the fair market value of the Real Property. The fair market value of the Dedication Property is Forty-One Thousand Four Hundred Forty and 46/100 Dollars (\$41,440.46) which is based on the Polk County Property Appraiser's stated fair market value of the entire parcel owned by GLK.

The calculation for the ROW Fair Market Value is as follows:

The ROW is a portion of the following 3 parcels:

1. 272723-000000-041001 - 10.0379 acres; 2024 Land Fair Market Value: \$360,910.00
2. 272723-000000-041003 - 9.9297 acres; 2024 Land Fair Market Value: \$358,243.00
3. 272723-000000-041004 - 9.9334 acres; 2024 Land Fair Market Value: \$358,335.00

Totals: 29.9010 acres; \$1,077,488.00

CALCULATION:

1.150 Acres (Dedication parcels) divided by 29.9010 Acres = 0.03846

0.03846 X \$1,077,488.00 = \$41,440.46

Organizational Goal(s)

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

Budget Impact

The Donation Agreement will result in a dedication of the Real Property in exchange for the City paying Ten Dollars (\$10.00) for the Real Property. The City will be obligated to pay the Closing Costs and property taxes for the transaction.

Recommendation

Staff recommends City Commission approve the Real Property Donation Agreement (the "Donation Agreement") with GLK Real Estate, LLC by approving Resolution No. 25-1863.

RESOLUTION NO. 25-1863

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; PROVIDING FOR A REAL PROPERTY DONATION AGREEMENT TO RECEIVE REAL PROPERTY FROM GLK REAL ESTATE, LLC; PROVIDING FOR FINDINGS; PROVIDING AUTHORITY TO RATIFY, EXECUTE AND DELIVERY OF THE REAL PROPERTY DONATION AGREEMENT; PROVIDING FOR GENERAL AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, GLK Real Estate, LLC, a Florida limited liability company, (“GLK”) is the owner of certain real property located within the city limits of Haines City, Florida, (the “Real Property”) described and depicted on Exhibit “A” of the Real Property Donation Agreement attached hereto; and

WHEREAS, the Real Property Donation Agreement provides that GLK will donate the Real Property to the City of Haines City, Florida (the “City”) and the City will pay GLK the sum of Ten Dollars (\$10.00); and

WHEREAS, the proposed Real Property Donation Agreement is attached hereto, and

WHEREAS, the terms and conditions of the Real Property Donation Agreement have been negotiated by the City Attorney and legal counsel of the GLK.

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

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

(a) GLK is authorized to make the dedication and the City is authorized to receive the dedication of the Real Property described and depicted in Exhibit “A” of the Real Property Donation Agreement as attached hereto.

(b) The City is authorized and empowered by Section 166.021, Florida Statutes, and Section 1.01 of the City’s Charter to own, hold, and dispose of real property. Section 1.01 of the City’s Charter specifically states that the City “may hold real estate, personal or mixed property, and dispose of same for the benefit of the city;”

(c) The City is authorized to receive and hold real property pursuant to the proposed Real Property Donation Agreement.

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

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

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

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

PASSED and APPROVED in regular session of the City Commission of the City of Haines City, Florida, this ____ day of May, 2025.

CITY OF HAINES CITY, FLORIDA

Morris L. West, Mayor

ATTEST:

Sharon Lauther, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

REAL PROPERTY DEDICATION AGREEMENT

This Real Property Dedication Agreement, ("Agreement") is made and entered into this _____ day of _____, 2025, by and between GLK REAL ESTATE, LLC, a limited liability company, authorized to do business in the State of Florida, whose address is 346 East Central Avenue, Winter Haven, Florida 33880, ("GLK"), and the CITY OF HAINES CITY, FLORIDA, a municipal corporation duly enacted under the laws of the State of Florida, whose address is 620 East Main Street, Haines City, FL 33844 (the "CITY").

WHEREAS, GLK owns the real property (described on Exhibit "A" attached hereto) in the City of Haines City, Florida (the "Real Property"); and

WHEREAS, GLK proposes to dedicate the Real Property to the CITY; and

WHEREAS, the CITY has the power and authority to receive and hold real property within the city limits for the use of public parks pursuant to Section 1.01, Charter of the City of Haines City;

WHEREAS, the CITY and GLK have determined that the proposed dedication of the Real Property contemplated by this Agreement meets the objectives of the City's future roadway improvements; and

WHEREAS, the CITY and GLK wish to formalize an agreement whereby GLK will dedicate the Real Property to the CITY and the CITY will establish the fair market value of the Real Property to be dedicated to the CITY.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into the substantive body of this Agreement.
2. The parties hereby agree that GLK shall dedicate the Real Property to the CITY on the terms and conditions set forth in this Agreement.
3. Dedication of the Real Property. The dedication of the Real Property contemplated by this Agreement shall be consummated on the date that is five (5) days following the completion of the Due Diligence Period (as hereinafter defined) (the "Closing Date"). In the event the Closing Date specified is not a business day, the Closing shall be held on the business day next following such date. All Closing expenses incurred by GLK or the CITY with respect to this Agreement, including, but not limited to attorneys' fees of GLK or the CITY, shall be borne and paid exclusively by the CITY, without reimbursement. Real property taxes on the Real Property shall be paid by the CITY. Any documentary tax arising out of the conveyance of the Property, the premium for the title policy and any other fees and charges shall be paid by the CITY.

4. Fair Market Value of the Real Property. GLK and the CITY agree that the fair market value of the Real Property is Forty-One Thousand Four Hundred Forty and 46/100 Dollars (\$41,440.46).

5. Title to Dedication Property. The dedication from GLK to the CITY shall be by a warranty deed. On or before the Closing Date, the CITY, at the CITY's expense, shall order a survey of the Dedication Property and obtain a title commitment for the Real Property. The CITY shall examine the title commitment and deliver to GLK a written statement of any objections to title. If GLK is unable or unwilling to satisfy all of the stated title objections by the Closing Date, the CITY may either (a) waive the title objections and proceed to Closing, or (b) terminate this Agreement, in which case, GLK and CITY shall have no further rights, obligations or duties hereunder.

6. Inspections.

a. Access. Subject to the terms and conditions set forth herein, the CITY shall have the right and shall be entitled to enter upon the Real Property, at reasonable times beginning on the date first written above (the "Effective Date") and ending thirty (30) days from the Effective Date (the "Due Diligence Period"), at the CITY's sole cost and expense, to inspect the Real Property and to determine the feasibility of accepting the dedication from GLK.

b. Testing. The CITY shall not perform any inspections or tests requiring invasive methods, including, without limitation, the collection of soil, groundwater or other environmental samples (collectively "Invasive Testing") without the prior written consent of GLK. If GLK disapproves and does not allow any Invasive Testing proposed by the CITY, then either party shall have the right to terminate this Agreement and neither party shall have any further rights, obligations or commitments under this Agreement.

c. Restoration and repair. The CITY shall fully and completely repair and restore the Real Property in the event of any damage whatsoever caused by the CITY, CITY's agents or consultants during the pendency of this Agreement. To the extent permitted by law, the CITY hereby indemnifies and holds harmless from and against any loss, damage, injury, claim or cause of action the CITY may suffer or incur as a result of the CITY's inspections of the Real Property.

7. DEVELOPER's Representations and Warranties. GLK hereby warrants and represents to the CITY, as of the date hereof and as of the Closing Date, as follows:

a. GLK is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

b. This Agreement has been duly authorized by all necessary action on the part of GLK, has been duly executed and delivered by GLK, constitutes the valid and binding agreement of GLK and is enforceable in accordance with its terms. To GLK's knowledge, there is no other person or entity who has an ownership interest in the Real Property or whose consent if required in connection with GLK's performance of its obligations hereunder. The person executing this Agreement on behalf of GLK has the authority to do so.

c. The execution and delivery of, and the performance by GLK of its obligations under this Agreement will not contravene, or constitute a default under any provision of applicable law or

regulation, the GLK's organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon GLK or to which the Real Property is subject.

8. CITY's Representations and Warranties. The CITY hereby warrants and represents to GLK, as of the date hereof and as of the Closing Date, as follows:

a. The CITY is a Florida municipal corporation validly existing under the laws of the State of Florida.

b. This Agreement has been duly authorized by all necessary action on the part of the CITY, has been duly executed and delivered by the CITY, constitutes the valid and binding agreement of the CITY and is enforceable in accordance with its terms. There is no other person or entity whose consent is required in connection with the CITY's performance of its obligations hereunder. The person executing this Agreement on behalf of the CITY has the authority to do so.

c. The CITY represents and warrants that as of the Closing it shall have inspected the Real Property, conducted such investigation and study on and of the Real Property as it deems necessary, and hereby covenants and agrees to waive any and all objections to or complaints about the physical or environmental characteristics and conditions or the Real Property.

9. Pre-Suit Mediation. Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Litigation and Attorney's Fees. In the event any party to this Agreement should bring suit to enforce or interpret any provision hereof, the predominantly prevailing party shall be entitled to recover reasonable attorney's fees, paralegal's fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

10. Termination. This Agreement may be terminated by mutual consent of the parties hereto or upon default as described in Paragraph 11, below. Upon termination, the parties shall have no further obligation under this Agreement.

11. Defaults. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default

cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement by providing ten business (10) days written notice to the defaulting party of such termination. Upon termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

13. Severability. The invalidity or unenforceability of any term or provision of this Agreement or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the Agreement.

14. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplement, waived or changed orally, but only by a writing signed by each of the parties hereto.

15. Controlling Laws. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

16. No Waiver. This Agreement does not, in any way, constitute a waiver of the City's regulatory authority or the application of CITY Code, or any other applicable law, rule or regulation.

17. Effective Date. This Agreement shall become effective on the date of full and complete execution by the parties hereto.

In witness whereof, this agreement has been duly executed by the parties as of the day and year first above written.

[Remainder of page intentionally blank]

ATTEST:

**CITY OF HAINES CITY, FLORIDA, a
municipal corporation**

APPROVED:

Sharon Lauther, MMC, City Clerk

Omar Arroyo, Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

Fred Reilly, City Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Omar Arroyo and Sharon Lauther on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me or who have produced _____ as identification and who [] did [] did not take an oath.

My Commission Expires:

Notary Public, State of Florida

Name Typed or Printed

Signed, sealed and delivered
In the presence of:

**GLK REAL ESTATE, LLC, a
Florida limited liability company**

Print Name: _____

By: _____
Print Name:
Title: Manager
Date: _____, 2025

Print Name: _____

[CORPORATE SEAL]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as Manager of GLK REAL ESTATE, LLC, a Florida limited liability company, authorized to do business in the State of Florida, on behalf of the company, He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

EXHIBT A
REAL PROPERTY



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: James Keene, Deputy City Manager

Fred Reilly, City Attorney

Date: 5/15/2025

Subject: Resolution No. 25-1865 Joinder, Consent and Subordination Agreement for Permanent Easement Related to Polk Regional Water Cooperative (PRWC) (Parcel 1038)

Executive Summary

Approve Resolution No. 25-1865 for the Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1038) related to the Polk Regional Water Cooperative (PRWC).

Introduction

The intent of this item is to approve Resolution No. 25-1865 for the Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1038) related to the PRWC.

Background

The intent of this item is to consider approval of the Joinder, Consent and Subordination Agreement For Permanent Easement related to the Polk Regional Water Cooperative.

The City of Haines City, Florida (hereinafter the “CITY”), whose address is 620 E. Main Street, Haines City, Florida, 33844, is a party to that certain Water and Wastewater System Standard Developer’s Service Agreement Contract No. 07-14 (hereinafter the “AGREEMENT”) dated September 12, 2007 and recorded October 5, 2007 in O.R. Book 7445, Page 1833 of the Public Records of Polk County, Florida.

Provisions of the AGREEMENT grant the CITY rights to construct, own, maintain and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places over certain Property as defined in the AGREEMENT.

A portion of the Property encumbered by said AGREEMENT is required by the PRWC for the purpose of installing and maintaining a water transmission pipeline;



It is in the best interests of the CITY to join in and consent to the filing of the foregoing Permanent Easement and further covenants and that such AGREEMENT is and shall be subordinate to the foregoing Permanent Easement as if the foregoing Permanent Easement had been executed and/or recorded prior to the execution, delivery or recordation of the AGREEMENT.

The proposed Joinder, Consent and Subordination Agreement For Permanent Easement is attached to the Resolution as Exhibit A.

Organizational Goal(s)

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

Budget Impact

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

Recommendation

Staff recommends the City Commission approve Resolution No. 25-1865 for the Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1038) related to the PRWC.

RESOLUTION NO. 25-1865

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA;
APPROVING A JOINDER, CONSENT AND SUBORDINATION
AGREEMENT FOR PERMANENT EASEMENT (PARCEL 1038)
RELATED TO THE POLK REGIONAL WATER COOPERATIVE;
PROVIDING FOR RECORDING IN THE PUBLIC RECORDS;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Haines City, Florida (hereinafter the “CITY”), whose address is 620 E. Main Street, Haines City, Florida, 33844, is a party to that certain Water and Wastewater System Standard Developer’s Service Agreement Contract No. 07-14 (hereinafter the “AGREEMENT”) dated September 12, 2007 and recorded October 5, 2007 in O.R. Book 7445, Page 1833 of the Public Records of Polk County, Florida, and

WHEREAS, provisions of the AGREEMENT grant the CITY rights to construct, own, maintain and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places over certain Property as defined in the AGREEMENT and;

WHEREAS, a portion of the Property encumbered by said AGREEMENT is required by the Polk Regional Water Cooperative for the purpose of installing and maintaining a water transmission pipeline;

WHEREAS, it is in the best interests of the CITY to join in and consent to the filing of the foregoing Permanent Easement and further covenants and that such AGREEMENT is and shall be subordinate to the foregoing Permanent Easement as if the foregoing Permanent Easement had been executed and/or recorded prior to the execution, delivery or recordation of the AGREEMENT;

WHEREAS, the proposed Joinder, Consent and Subordination Agreement For Permanent Easement (Parcel 1038) is attached hereto as Exhibit A.

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

Section 1. Approval of Joinder. The City Commission of the City of Haines City, Florida hereby grants approval of the Joinder, Consent and Subordination Agreement For Permanent Easement (Parcel 1038).

Section 2. Recording. This Resolution shall be recorded in the Public Records of Polk County, Florida.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of Haines City, Florida, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Return to:
AAG, LLC
Attn: Arlena Dominick
711 N Sherrill St Suite B
Tampa, FL 33609

Project Name: Polk Regional Water Cooperative
Southeast Wellfield Project
Polk County Tax ID: 272717-741015-000390 and 272717-741015-000400

JOINDER, CONSENT AND SUBORDINATION AGREEMENT FOR PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Haines City, Florida (hereinafter the “CITY”), whose address is 620 E. Main Street, Haines City, Florida, 33844, is a party to that certain Water and Wastewater System Standard Developer’s Service Agreement Contract No. 07-14 (hereinafter the “AGREEMENT”) dated September 12, 2007 and recorded October 5, 2007 in O.R. Book 7445, Page 1833 of the Public Records of Polk County, Florida, and;

WHEREAS, provisions of the AGREEMENT grant the CITY rights to construct, own, maintain and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places over certain Property as defined in the AGREEMENT and;

WHEREAS, a portion of the Property encumbered by said AGREEMENT is required by the Polk Regional Water Cooperative for **for** the purpose of installing and maintaining a water transmission pipeline;

THEREFORE, the CITY hereby joins in and consents to the filing of the foregoing Permanent Easement and further covenants and agrees that the AGREEMENT is and shall be subordinate to the foregoing Permanent Easement as if the foregoing Permanent Easement had been executed and/or recorded prior to the execution, delivery or recordation of the AGREEMENT.

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent and Subordination this _____ day of _____, 2025.

Signed, sealed and delivered
in the presence of:

THE CITY OF HAINES CITY, FLORIDA

Signature of Witness #1

By:_____

Print Name:_____

Printed Name of Witness #1

Title:_____

Address of Witness #1:

Signature of Witness #2

Printed Name of Witness #2

Address of Witness #2:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, who ☐ is personally known to me, or ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public Signature
State of Florida at Large

Print Notary Name:

My commission expires:

DESCRIPTION
1038-PE

DESCRIPTION:

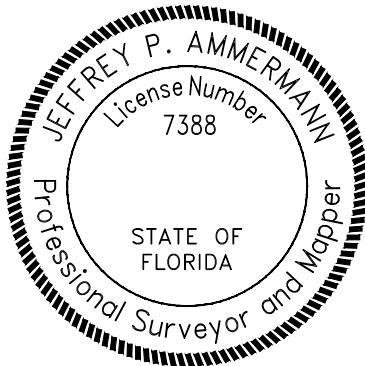
A parcel of land being a portion of Tract A, of the plat of CALABAY CROSSING, as recorded in Plat Book 190, Pages 8 through 9, and described in Official Records Book 12147, Pages 1977 through 1978, both of the Public Records of Polk County, Florida, located in Section 17, Township 27 South, Range 27 East, being more particularly described as follows:

The East 2.00 feet of said Tract A, of the said plat of CALABAY CROSSING.

Said parcel containing 712.46 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

***PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262***

1038-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/18/2024

SHEET NO. V-01

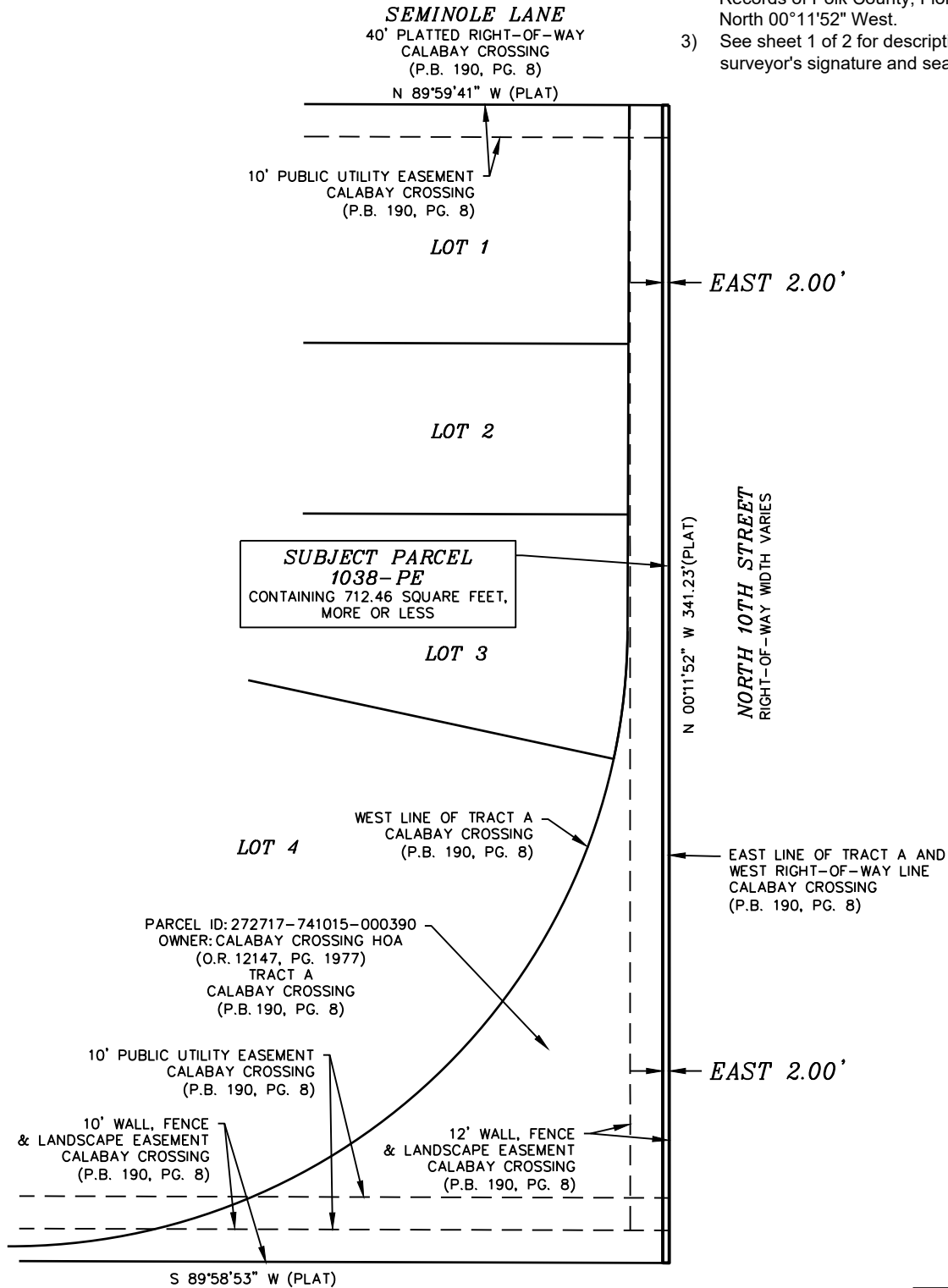
LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
ID = IDENTIFICATION
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION SKETCH
1038-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) The bearings are based on the East line of Tract A of the plat of CALABAY CROSSING, recorded in Plat Book 190, Pages 8 through 9, Public Records of Polk County, Florida, being platted North 00°11'52" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



SCALE 1"=50'

SHEET 2 OF 2

CS PROJECT: 8825.03

1038-PE

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/18/2024



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: James Keene, Deputy City Manager
Fred Reilly, City Attorney

Date: May 15, 2025

Subject: Resolution No. 25-1866 Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) Related to Polk Regional Water Cooperative (“PRWC”)

Executive Summary

Approve Resolution No. 25-1866 Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) related to the Polk Regional Water Cooperative (“PRWC”).

Introduction

The intent of this item is to approve Resolution No. 25-1866 Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) related to the PRWC.

Background

The intent of this item is to consider approval of the Joinder, Consent and Subordination Agreement For Permanent Easement (Parcel 1039) related to the Polk Regional Water Cooperative.

The City of Haines City, Florida (hereinafter the “CITY”), whose address is 620 E. Main Street, Haines City, Florida, 33844, is a party to that certain Water and Wastewater System Standard Developer’s Service Agreement Contract No. 07-14 (hereinafter the “AGREEMENT”) dated September 12, 2007 and recorded October 5, 2007 in O.R. Book 7445, Page 1833 of the Public Records of Polk County, Florida.

Provisions of the AGREEMENT grant the CITY rights to construct, own, maintain and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places over certain Property as defined in the AGREEMENT.

A portion of the Property encumbered by said AGREEMENT is required by the Polk Regional Water Cooperative for the purpose of installing and maintaining a water transmission pipeline;



It is in the best interests of the CITY to join in and consent to the filing of the foregoing Permanent Easement and further covenants and that such AGREEMENT is and shall be subordinate to the foregoing Permanent Easement as if the foregoing Permanent Easement had been executed and/or recorded prior to the execution, delivery or recordation of the AGREEMENT.

The proposed Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) is attached to the Resolution as Exhibit A.

Organizational Goal(s)

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

Budget Impact

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

Recommendation

Staff recommends City Commission approve Resolution No. 25-1866 Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) related to the PRWC.

RESOLUTION NO. 25-1866

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA;
APPROVING A JOINDER, CONSENT AND SUBORDINATION
AGREEMENT FOR PERMANENT EASEMENT (PARCEL 1039)
RELATED TO THE POLK REGIONAL WATER COOPERATIVE;
PROVIDING FOR RECORDING IN THE PUBLIC RECORDS;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Haines City, Florida (hereinafter the “CITY”), whose address is 620 E. Main Street, Haines City, Florida, 33844, is a party to that certain Water and Wastewater System Standard Developer’s Service Agreement Contract No. 07-14 (hereinafter the “AGREEMENT”) dated September 12, 2007 and recorded October 5, 2007 in O.R. Book 7445, Page 1833 of the Public Records of Polk County, Florida, and

WHEREAS, provisions of the AGREEMENT grant the CITY rights to construct, own, maintain and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places over certain Property as defined in the AGREEMENT and;

WHEREAS, a portion of the Property encumbered by said AGREEMENT is required by the Polk Regional Water Cooperative for the purpose of installing and maintaining a water transmission pipeline;

WHEREAS, it is in the best interests of the CITY to join in and consent to the filing of the foregoing Permanent Easement and further covenants and that such AGREEMENT is and shall be subordinate to the foregoing Permanent Easement as if the foregoing Permanent Easement had been executed and/or recorded prior to the execution, delivery or recordation of the AGREEMENT;

WHEREAS, the proposed Joinder, Consent and Subordination Agreement for Permanent Easement (Parcel 1039) is attached hereto as Exhibit A.

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

Section 1. Approval of Joinder. The City Commission of the City of Haines City, Florida hereby grants approval of the Joinder, Consent and Subordination Agreement For Permanent Easement (Parcel 1039).

Section 2. Recording. This Resolution shall be recorded in the Public Records of Polk County, Florida.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of Haines City, Florida, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Return to:
AAG, LLC
Attn: Arlena Dominick
711 N Sherrill St Suite B
Tampa, FL 33609

Project Name: Polk Regional Water Cooperative
Southeast Wellfield Project
Polk County Tax ID: 272717-741015-000390 and 272717-741015-000400

JOINDER, CONSENT AND SUBORDINATION AGREEMENT FOR PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Haines City, Florida (hereinafter the "CITY"), whose address is 620 E. Main Street, Haines City, Florida, 33844, is a party to that certain Water and Wastewater System Standard Developer's Service Agreement Contract No. 07-14 (hereinafter the "AGREEMENT") dated September 12, 2007 and recorded October 5, 2007 in O.R. Book 7445, Page 1833 of the Public Records of Polk County, Florida, and;

WHEREAS, provisions of the AGREEMENT grant the CITY rights to construct, own, maintain and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places over certain Property as defined in the AGREEMENT and;

WHEREAS, a portion of the Property encumbered by said AGREEMENT is required by the Polk Regional Water Cooperative for for the purpose of installing and maintaining a water transmission pipeline;

THEREFORE, the CITY hereby joins in and consents to the filing of the foregoing Permanent Easement and further covenants and agrees that the AGREEMENT is and shall be subordinate to the foregoing Permanent Easement as if the foregoing Permanent Easement had been executed and/or recorded prior to the execution, delivery or recordation of the AGREEMENT.

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent and Subordination this _____ day of _____, 2025.

Signed, sealed and delivered
in the presence of:

THE CITY OF HAINES CITY, FLORIDA

Signature of Witness #1

By:_____

Print Name:_____

Printed Name of Witness #1

Title:_____

Address of Witness #1:

Signature of Witness #2

Printed Name of Witness #2

Address of Witness #2:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, who ☐ is personally known to me, or ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public Signature
State of Florida at Large

Print Notary Name:

My commission expires:

DESCRIPTION
1039-PE

DESCRIPTION:

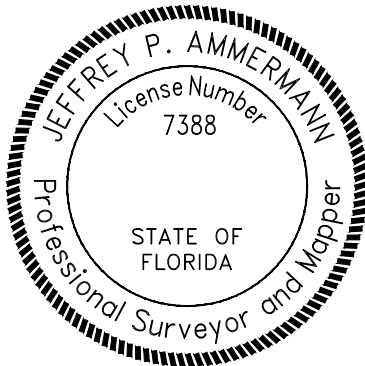
A parcel of land being a portion of Tract B, of the plat of CALABAY CROSSING, as recorded in Plat Book 190, Pages 8 through 9, and described in Official Records Book 12147, Pages 1977 through 1978, both of the Public Records of Polk County, Florida, located in Section 17, Township 27 South, Range 27 East, being more particularly described as follows:

The East 2.00 feet of said Tract B, of the plat of said CALABAY CROSSING.

Said parcel containing 524.80 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

***PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262***

1039-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/18/2024

SHEET NO. V-01

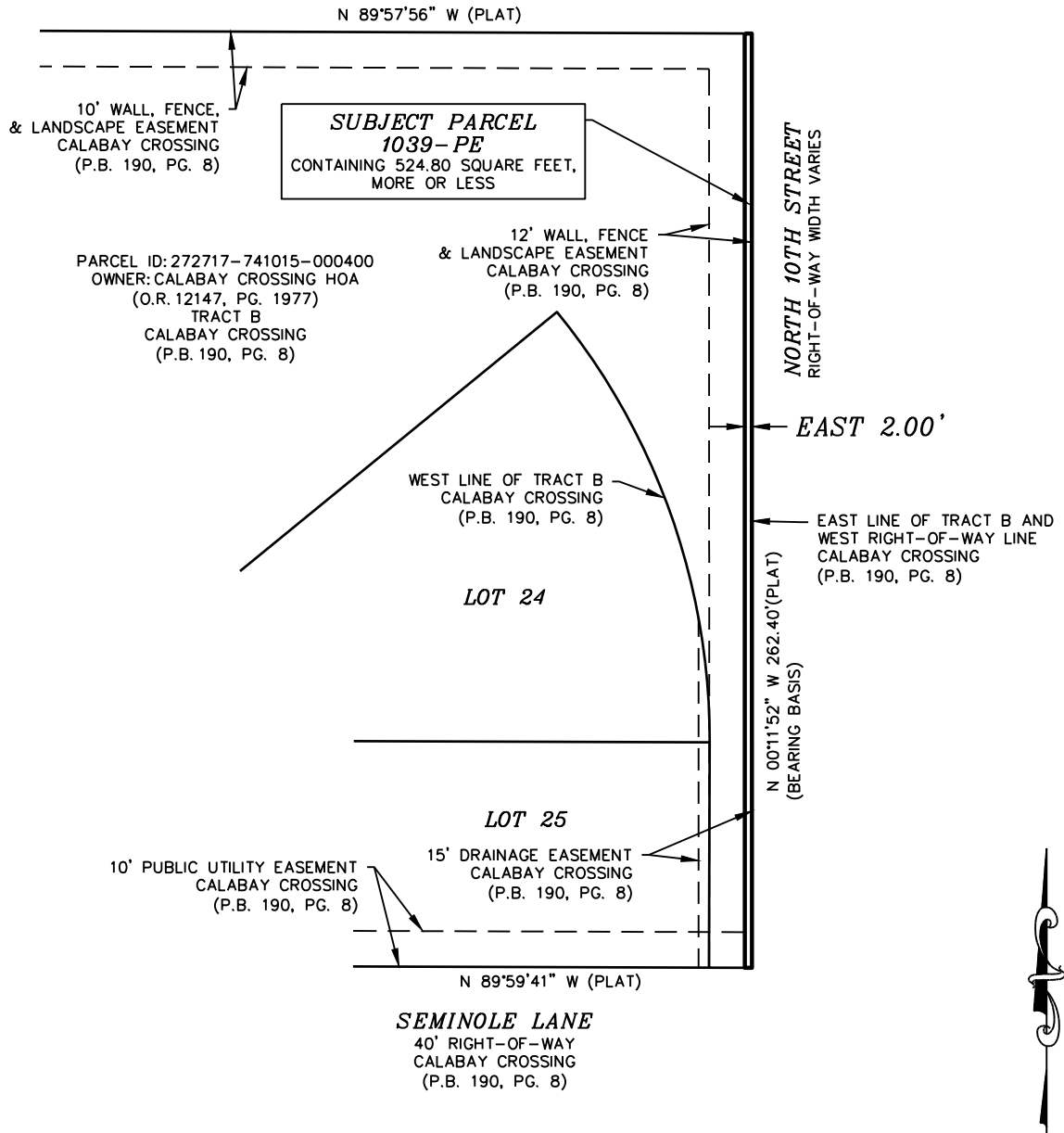
P: \882503\CAD\Survey\KEY SHEET 1\1-10TH STREET\882503-SCC-2024-02-21-10TH-ESM\TS.dwg 1039-PE Sep 18, 2024 4:21pm by: jammermann

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
ID = IDENTIFICATION
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION SKETCH
1039-PE**NOTES:**

- 1) This is not a Boundary survey.
- 2) The bearings are based on the East line of Tract B of the plat of CALABAY CROSSING, recorded in Plat Book 190, Pages 8 through 9, Public Records of Polk County, Florida, being platted North 00°11'52" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



SCALE 1"=50'

SHEET 2 OF 2

CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110**
LAKE LAND, FLORIDA 33801 - (863) 646-1402 - LB 262

1039-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/18/2024

SHEET NO. V-02

RESOLUTION NO. 25-1868

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA RECOGNIZING AND DESIGNATING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH; PROVIDING FOR ADMINISTRATIVE ACTION; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, autism is a complex developmental condition that affects communication, behavior, and social interactions, impacting millions of individuals and their families worldwide; and

WHEREAS, the prevalence of autism continues to rise, with research and awareness playing a vital role in ensuring early diagnosis and intervention, which can significantly improve the quality of life for those affected; and

WHEREAS, individuals with autism contribute greatly to our community, bringing unique perspectives, talents, and strengths that enhance the social and economic fabric of our city; and

WHEREAS, the City of Haines City is committed to promoting inclusion, acceptance, and understanding for individuals with autism and their families through community engagement, education, and support initiatives; and

WHEREAS, Autism Awareness Month provides an opportunity to celebrate the achievements of individuals with autism, recognize the dedication of caregivers, educators, and advocates, and encourage continued efforts toward accessibility and acceptance; and

WHEREAS, the City of Haines City joins national and global efforts in fostering a supportive and inclusive environment that empowers individuals with autism to reach their full potential;

WHEREAS, “*Autism Awareness Month*” in the City of Haines City encourages all residents to learn more about autism, advocate for inclusion, and support individuals and families impacted by autism spectrum disorder; and

WHEREAS, recognition and designation of Autism Awareness Month are in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

Section 1. Authorization. The City of Haines City hereby formally recognizes and designates April as Autism Awareness Month.

Section 2. Administrative Action. The City of Haines City staff is hereby directed to take all administrative actions necessary to recognize and designate April as Autism Awareness Month, and ancillary documents thereto.

Section 3. Recording. This Resolution shall be recorded in the Public Records of Polk County, Florida.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 5. Conflicting Resolutions. That all resolutions made in conflict with this resolution are hereby repealed.

Section 6. Effective Date. That this resolution shall become effective immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of the City of Haines City, Florida, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

Morris L. West, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: James Keene, Deputy City Manager
Fred Reilly, City Attorney

Date: May 15, 2025

Subject: Resolution No. 25-1867 Concerning Easement Over City-Owned Real Property Parcels for Benefit of Polk Regional Water Cooperative (“PRWC”)

Executive Summary

Approve Resolution No. 25-1867 concerning easement over city-owned real property parcels for the benefit of Polk Regional Water Cooperative (“PRWC”)
Staff Contact: James Keene, Deputy City Manager

Executive Summary

The purpose of this Agenda Item is to approve Resolution No. 25-1867 authorizing execution of the Nonexclusive Permanent Easement and Temporary Construction Easement over City-owned real property parcels for the PRWC.

Introduction

The intent of this item is to consider approval of a Resolution authorizing execution of (i) a Nonexclusive Permanent Easement over City-owned real property parcels for the benefit of the Polk Regional Water Cooperative, and (ii) a Temporary Construction Easement over City-owned real property parcels for the benefit of the Polk Regional Water Cooperative.

The City-owned real property parcels are itemized on Exhibit A to both the Nonexclusive Permanent Easement and Temporary Construction Easement (which provides both the Polk County Property Appraiser Identification Numbers of each parcel and contain Maps depicting each parcel). As noted in the



Nonexclusive Permanent Easement and Temporary Construction Easement, Polk County Property Appraiser Parcel ID No. 272803000000031040 shall be excluded from the Easement Property.

The Nonexclusive Permanent Easement and Temporary Construction Easement are related to the future Polk Regional Water Cooperative water transmission line that will service the City of Haines City.

The proposed Nonexclusive Permanent Easement and Temporary Construction Easement are attached to the Resolution.

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 recommends approval of Resolution No. 25-1867 authorizing execution of the Nonexclusive Permanent Easement and Temporary Construction Easement over City-owned real property parcels for the PRWC.

RESOLUTION NO. 25-1867

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA AUTHORIZING THE EXECUTION OF A NONEXCLUSIVE PERMANENT EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM THE CITY OF HAINES CITY TO THE POLK REGIONAL WATER COOPERATIVE CONCERNING REAL PROPERTY OWNED BY THE CITY LOCATED IN HAINES CITY, FLORIDA; PROVIDING FOR ADMINISTRATIVE ACTION; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haines City, Florida is the owner of real property located in Haines City, Florida as itemized and depicted on Exhibit A to the Nonexclusive Permanent Easement and Temporary Construction Easement proposed by the Polk Regional Water Cooperative (the “Real Property”); and

WHEREAS, the Easements across the Real Property shall be for the benefit of a Polk Regional Water Cooperative water transmission line that will service the City of Haines City; and

WHEREAS, the Polk Regional Water Cooperative has requested that the City of Haines City, execute a Nonexclusive Permanent Easement and Temporary Construction Easement related to the Real Property (the “Easement Area”); and

WHEREAS, execution of the Nonexclusive Permanent Easement and Temporary Construction Easement are in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

Section 1. Authorization. That the City of Haines City, Florida hereby authorizes the Mayor to execute the Nonexclusive Permanent Easement, Temporary Construction Easement and any ancillary documents related thereto.

Section 2. Administrative Action. The City of Haines City staff is hereby directed to take all administrative actions necessary to complete the Nonexclusive Permanent Easement, Temporary Construction Easement, and ancillary documents thereto.

Section 3. Recording. This Resolution shall be recorded in the Public Records of Polk County, Florida.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any

Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 5. Conflicting Resolutions. That all resolutions made in conflict with this resolution are hereby repealed.

Section 6. Effective Date. That this resolution shall become effective immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of the City of Haines City, Florida, this 15th day of May, 2025.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

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

NONEXCLUSIVE PERMANENT EASEMENT

This Nonexclusive Permanent Easement (the "Easement") is made and entered into this ____ day of May, 2025, by and between the Polk Regional Water Cooperative C'PRWC"), having an address of 330 West Church Street, P.O. Box 9005, Drawer CA01, Bartow, Florida 33831-9005 and the City of Haines City, Florida (the Owner") a Florida municipal, corporation, having an address of 620 East Main Street, Haines City, Florida 33844.

The nature, terms and duration of the Easement which PRWC acquires from Owner as to the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit;

SEE ATTACHED EXHIBIT "A" for

Parcel Identification Numbers for and Maps depicting the Easement Area

(the "Easement Area")

(Please note that Polk County Property Appraiser Parcel ID No. 272803000000031040 - PRWC ID No. 2009 Railroad R/W shall be excluded from the Easement Area).

1, The Easement interests and rights acquired by PRWC are the nonexclusive and perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or a near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to be removed, relocated or replaced from the Easement before or during initial construction and

installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore, subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby.

Inconsistent improvements to the use of the Easement by the Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs/ foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.

4. Owner shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

5. PRWC hereby agrees to protect, indemnify, and hold harmless the Owner from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area by the PRWC and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Owner. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Owner believes is covered by this indemnity, the Owner shall give the PRWC notice of the matter. Any failure or delay of the Owner to notify the PRWC of any such suit, claim or demand shall not relieve the PRWC of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of PRWC's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

6. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Owner and PRWC.

7. The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the PRWC's sovereign immunity or extend the PRWC's liability beyond the limits established in Section 768.28, F.S.

This grant of easement shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

IN WITNESS WHEREOF, Owner has caused these presents to be executed the day and year first written above.

Witnesses:

CITY OF HAINES CITY, FLORIDA

a Florida corporation

(Witness #1)

Morris West, Mayor-Commissioner

Printed Name: _____

Address: _____

Grantor(s) Mailing Address: 620 E. Main Street
Haines City, Florida 33844

(Witness #2)

Printed Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by Morris West, Mayor-Commissioner of CITY OF HAINES CITY, FLORIDA, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

Notary Public:

Printed/ Typed Name: _____

Commission Expires: _____

Haines City

PRWC Property Acquisition Packages
Haines City Parcels Needed
Prepared July 2024

- 15 total:
 - All needed for pipeline easements.
 - See next pages for Area details

Parcel Number	PRWC ID#	Comment./Parcel Use	DESIGN SEG	CONST PKG
272720744500010233	1042	Community Pool	01	03
272720747500003010	1046	Community Center/Athletic Fields	01	03
272720747500004010	1047	Community Center/Athletic Fields	01	03
272720747500009010	1048	Community Center/Athletic Fields	01	03
272720747500010030	1049	Community Center/Athletic Fields	01	03
272721749500041701	1051	Undeveloped	01	03
272717741013000602	1060	City R/W	01	03
272728000000033090	2000	Railroad R/W	02	03
272733000000014050	2004	Railroad R/W	02	03
272733000000024080	2005	Railroad R/W	02	03
272733000000024030	2006	Railroad R/W	02	03
272733000000024070	2007	Railroad R/W	02	03
272733000000031030	2008	Railroad R/W	02	03
272803000000031040	2009	Railroad R/W	02	03
272804000000011010	2013	Railroad R/W	02	03



Haines City

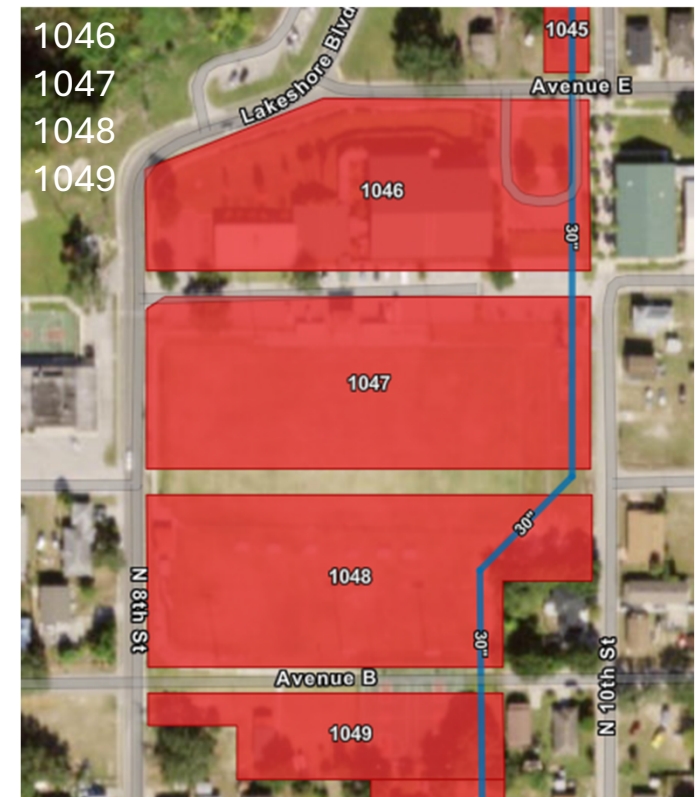
Area A



Area B

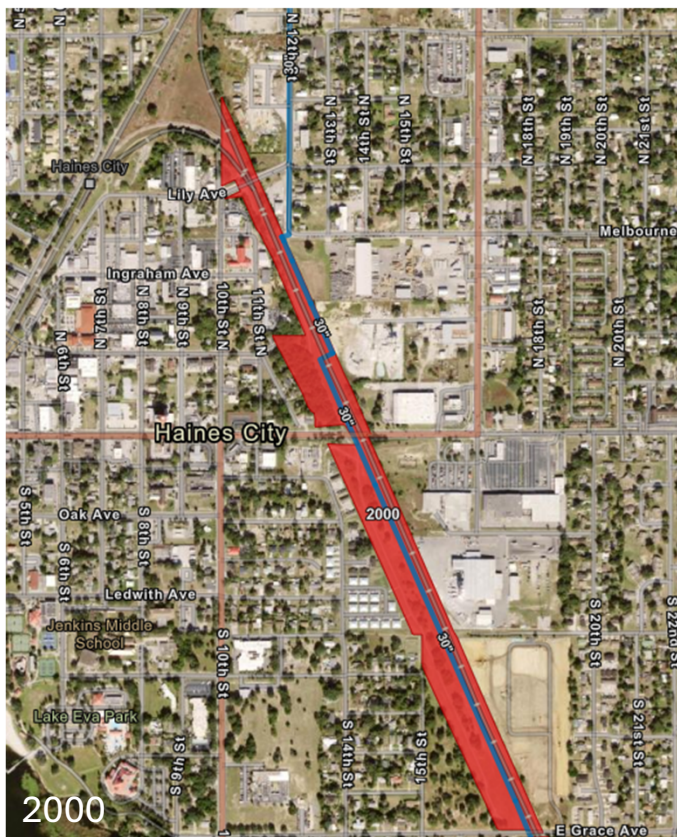


Area B



Haines City

Area C



Area C



Area C



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

TEMPORARY CONSTRUCTION EASEMENT

This Nonexclusive Temporary Construction Easement (the "Easement") is made and entered into this _ day of February, 2025, by and between the Polk Regional Water Cooperative C'PRWC"), having an address of 330 West Church Street, P.O. Box 9005, Drawer CA01, Bartow, Florida 33831-9005 and the City of Haines City, Florida (the "Owner") a Florida municipal corporation, having an address of 620 East Main Street, Haines City, Florida 33844. The nature, terms and duration of the Easement which PRWC acquires from Owner as to the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A" for

Parcel Identification Numbers for and Maps depicting the Easement Area

(the "Easement Area")

(Please note that Polk County Property Appraiser Parcel ID No. 272803000000031040 - PRWC ID No. 2009 Railroad R/W shall be excluded from the Easement Area).

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.
3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.

4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

5. PRWC hereby agrees to protect, indemnify, and hold harmless the Owner from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area by the PRWC and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Owner. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Owner believes is covered by this indemnity, the Owner shall give the PRWC notice of the matter. Any failure or delay of the Owner to notify the PRWC of any such suit, claim or demand shall not relieve the PRWC of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of PRWC's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

6. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Owner and PRWC.

7. The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the PRWC's sovereign immunity or extend the PRWC's liability beyond the limits established in Section 768.28, F.S.

This grant of easement shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

IN WITNESS WHEREOF, Owner has caused these presents to be executed the day and year first written above.

[Signatures on next page]

Witnesses:

CITY OF HAINES CITY, FLORIDA

a Florida corporation

(Witness #1)

Morris West, Mayor-Commissioner

Printed Name: _____

Address: _____

Grantor(s) Mailing Address: 620 E. Main Street

Haines City, Florida 33844

(Witness #2)

Printed Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by Morris West, Mayor-Commissioner of CITY OF HAINES CITY, FLORIDA, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

Notary Public:

Printed/ Typed Name: _____

Commission Expires: _____

Haines City

PRWC Property Acquisition Packages
Haines City Parcels Needed
Prepared July 2024

- 15 total:
 - All needed for pipeline easements.
 - See next pages for Area details

Parcel Number	PRWC ID#	Comment./Parcel Use	DESIGN SEG	CONST PKG
272720744500010233	1042	Community Pool	01	03
272720747500003010	1046	Community Center/Athletic Fields	01	03
272720747500004010	1047	Community Center/Athletic Fields	01	03
272720747500009010	1048	Community Center/Athletic Fields	01	03
272720747500010030	1049	Community Center/Athletic Fields	01	03
272721749500041701	1051	Undeveloped	01	03
272717741013000602	1060	City R/W	01	03
272728000000033090	2000	Railroad R/W	02	03
272733000000014050	2004	Railroad R/W	02	03
272733000000024080	2005	Railroad R/W	02	03
272733000000024030	2006	Railroad R/W	02	03
272733000000024070	2007	Railroad R/W	02	03
272733000000031030	2008	Railroad R/W	02	03
272803000000031040	2009	Railroad R/W	02	03
272804000000011010	2013	Railroad R/W	02	03



Haines City

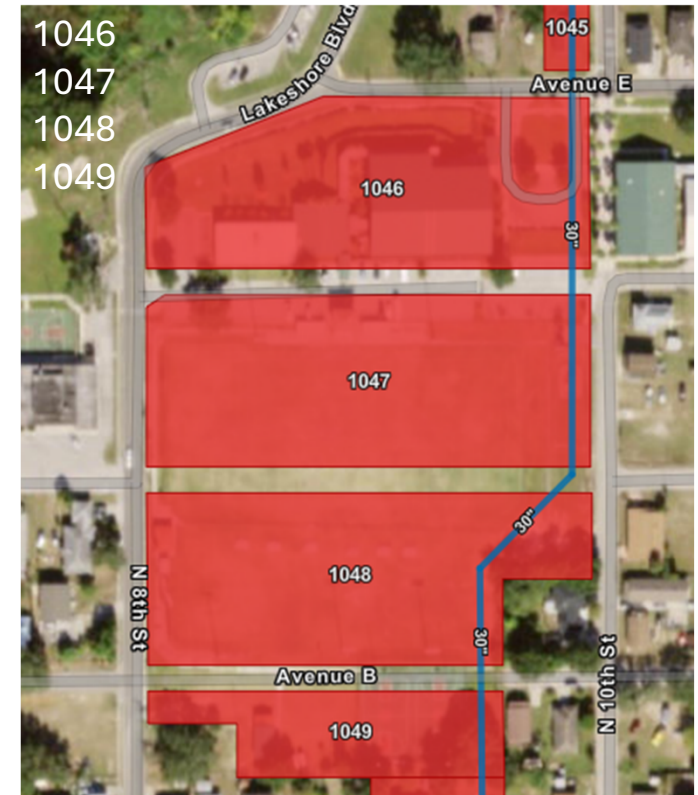
Area A



Area B



Area B



Area C

