



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

**July 3, 2025, 7:00 p.m.**  
**City Hall Commission Chambers**  
**620 E. Main Street, Haines City, FL 33844**  
**Phone: 863-421-9921    Web: hainescity.com**

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

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

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

---

**Pages**

- |            |   |          |
|------------|---|----------|
| <b>1.</b>  | <b><u>CALL TO ORDER</u></b>   |          |
| <b>2.</b>  | <b><u>INVOCATION</u></b>  |          |
| <b>3.</b>  | <b><u>PLEDGE OF ALLEGIANCE</u></b>  |          |
| <b>4.</b>  | <b><u>PRESENTATIONS</u></b>   |          |
| <b>4.a</b> | <b><u>Boys &amp; Girls Club Week Proclamation</u></b><br>Staff Contact: Sharon Lauther, City Clerk, MMC | <b>5</b> |
| <b>4.b</b> | <b><u>Juneteenth Freedom Day Proclamation</u></b><br>Staff Contact: Sharon Lauther, City Clerk, MMC     | <b>7</b> |
| <b>5.</b>  | <b><u>PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA</u></b>                                       |          |

## 6. CONSENT AGENDA

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

- 6.a     Meeting minutes 06.05.25** 9  
Staff Contact: Sharon Lauther, City Clerk, MMC
- 6.b     City Commission Workshops 06.24.2025** 15  
Staff Contact: Sharon Lauther, City Clerk, MMC
- 6.c     Cemetery Deeds** 27  
Staff Contact: Sharon Lauther, City Clerk, MMC
- 6.d     Modification to Interlocal Agreement with PCSO 2025-2029** 57  
Executive Summary  
  
Approve the Haines City Modification for the Interlocal Agreement for Police & Fire Dispatching and Telecommunication Services through the Polk County Sheriff's Office.  
  
Staff Contact: Omar DeJesus, CPA, Finance Director
- 6.e     Resolution No. 25-1877 Aldi Property Easement for City Gateway Sign Location** 59  
Approve easement for Aldi property for City Gateway Sign Location.  
  
Staff Contact: Omar DeJesus, Finance Director  
  
Fred Reilly, City Attorney
- 6.f     Administrative Vehicle Purchase Utilizing Florida Sheriff's Association Contract Pricing** 73  
Approve the purchase of an administrative vehicle to accommodate growth and additional vehicle needs, utilizing the Florida Sheriff's Association contract pricing.  
  
Staff Contact: Jay Hopwood, Chief of Police
- 6.g     Agreement to Piggyback a Contract Services Bid by Another Governmental Entity – Building Inspector and Plans Examiner** 83  
Executive Summary  
  
Approve an agreement to Piggyback a Contract Services Bid by Another Governmental Entity – Building Inspector and Plans Examiner.  
  
Staff Contact: Richard Greenwood, Development Services Director

## 7. OLD BUSINESS

<b>7.a</b>	<b><u>Ordinance No. 25-2098 – Large Scale Land Use Amendment for RWS Ranch Access Property – State Submittal</u></b>	<b>149</b>
	Adopt Ordinance No. 25-2098 for a Large-Scale Land Use Amendment (LUPA) by adopting and reclassifying the Future Land Use Map of the Comprehensive Plan from County Residential Low 4 (RL-4) to City Medium Density Residential in the North Ridge (MDR-NR).	
	Staff contact: Richard Greenwood, Development Services Director	
<b>8.</b>	<b><u>NEW BUSINESS</u></b>	
<b>8.a</b>	<b><u>Ordinance No. 25-2105 – Major Modification of the RPUD for Scenic Terrace North – First Reading</u></b>	<b>155</b>
	Approve Ordinance No. 25-2105, regarding a major modification to the RPUD for Scenic Terrace North on first reading.	
	Staff Contact: Richard Greenwood, Development Services Director	
<b>8.b</b>	<b><u>Ordinance No. 25-2114 –Land Development Regulation Text Amendments-Chapter 5-First Reading</u></b>	<b>169</b>
	Approve text amendments to the Land Development Regulations Chapter 5 – Zoning on first reading.	
	Staff Contact: Richard Greenwood, Development Services Director	
<b>8.c</b>	<b><u>Resolution No. 25-1878 Legal Services Contract for Insulin Price Fixing Litigation Claim</u></b>	<b>181</b>
	Approve the Legal Services Contract with Grossman and Kelly, LLP for the Insulin Price Fixing Litigation Claim.	
	Staff Contact: Fred Reilly, City Attorney	
<b>8.d</b>	<b><u>Resolution No. 25-1879 Fire Assessment Fee for Fire Protection Services</u></b>	<b>191</b>
	Adopt the necessary annual Resolution adopting the non-ad valorem assessment roll for the availability of fire protection services.	
	Staff contact: Finance Director Omar DeJesus, CPA	
<b>8.e</b>	<b><u>Resolution No. 25-1880 – Stormwater Assessment Fee for Stormwater Management Services</u></b>	<b>203</b>
	Adopt the annual assessment resolution, required to adopt the annual non-ad valorem Assessment roll associated with stormwater management.	
	Staff Contact: Omar DeJesus, CPA, Finance Director	
<b>8.f</b>	<b><u>Extension of Fiber to Fire Station No. 3/EOC</u></b>	<b>219</b>
	Contract with PCS to extend the City’s fiber for Fire Station No. 3/EOC.	
	Staff Contact: Brian Ross, Technology Management Director	

<b>8.g</b>	<b><u>State Grant Funded Fiber</u></b>	225
	Contract with PCS to build a multi-agency redundant fiber optic network partially funded by a state grant.	
	Staff Contact: Brian Ross, Technology Management Director	
<b>8.h</b>	<b><u>Police Pension Board Application</u></b>	229
	The intent of this item is to fill a vacancy on the police pension board. In accordance with Ord 11-1370, trustees serve four-year terms.	
	Staff Contact: Sharon Lauther, MMC City Clerk	
<b>8.i</b>	<b><u>General Employee Pension Board Applications</u></b>	239
	The intent of this item is to fill a vacancy on the General Employee Pension Board. In accordance with Ord 11-1378, trustees serve four-year terms	
	Staff Contact: Omar DeJesus, Finance Director	

- 9. CITY MANAGER'S REPORT**
- 10. CITY CLERK'S REPORT**
- 11. CITY ATTORNEY'S REPORT**
- 12. COMMISSION COMMENTS**
- 13. ADJOURNMENT**



# Proclamation



**WHEREAS**, the Boys and Girls Club of Polk County is at the forefront of youth development and serves as a haven and opportunity hub for all young people, especially those who need us most; and

**WHEREAS**, the Boys and Girls Club of Polk County recognizes that the health, well-being, and future success of our children is a shared community responsibility; and

**WHEREAS**, children's abilities, confidence, and aspirations can be nurtured through supportive programs and positive environments that prepare them to thrive- physically, emotionally, and professionally; and

**WHEREAS**, the Boys and Girls Club of Polk County helps ensure that our young people have access to resources, offering them a safe and supportive place to go and providing them with quality programs, and

**WHEREAS**, the Boys and Girls Club of Polk County will celebrate National Boys and Girls Club Week 2025 along with some 3,000 other Clubs and more than 4 million young people worldwide in an effort to promote Great Futures for our youth.

**NOW, THEREFORE**, I, Morris L. West, Mayor of the City of Haines City, Florida, do hereby proclaim the week of June 23<sup>rd</sup>-27<sup>th</sup> as

## **BOYS AND GIRLS CLUB WEEK**

In the city of Haines City, I call on all citizens to join me in recognizing and commending the Boys and Girls Club of Polk County for providing comprehensive, high-quality services to the young people of this community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Haines City to be affixed this 17<sup>th</sup> day of June 2025

---

Morris L. West, Mayor



# Proclamation



**WHEREAS**, Juneteenth, also known as Emancipation Day, Freedom Day, and Juneteenth Independence Day, marks the day on June 19, 1865, when enslaved African Americans in Galveston, Texas, were finally informed of their freedom—more than two years after the signing of the Emancipation Proclamation. This historic event symbolizes the true end of slavery in the United States and has become the most recognized African-American holiday observance in the country.

**WHEREAS**, Over eleven million African Americans survived the transatlantic journey to the New World, with millions more lost to inhumane conditions. Juneteenth honors their strength, resilience, and the pursuit of freedom that continues today. The phrase “Until All Are Free, None Are Free” reminds us that the fight for equality must continue until justice is achieved for all.

**WHEREAS**, In 1991, Florida Representative Alzo J. Reddick Sr. led efforts to officially recognize Juneteenth in Florida, with Governor Lawton Chiles signing it into law that year. In 1992, Florida’s first official Juneteenth observance was organized by the Juneteenth Committee, founded by Doris Moore Bailey.

**WHEREAS**, Haines City has embraced the significance of Juneteenth. In 2019, resident **Betty White** led the city’s celebrations, helping bring greater recognition to the importance of the day. In 2021, **Mayor Morris L. West** became the **first mayor in Polk County** to establish Juneteenth as a **paid city holiday**, further solidifying the city’s commitment to honoring African American heritage and history.

**WHEREAS**, the 19th of June, along with the 4th of July, completes the cycle of freedom for America’s Independence Day observances; and

**WHEREAS**, on July 2, 2022 the City Commission approved Resolution No. 20-1479 naming June 19<sup>th</sup> as “Juneteenth Independence Day” in the City of Haines City and later renamed the day of celebration from “Juneteenth Independence Day” to “Juneteenth Freedom Day”.

**NOW, THEREFORE**, I, Morris L. West, the Mayor of the City of Haines City, do hereby proclaim June 19<sup>th</sup> 2025 as:

## “Juneteenth Freedom Day”

in the City of Haines City and urge all public officials, educators, librarians, and all residents of Haines City to observe this month with appropriate programs, ceremonies, and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Haines City, to be affixed this 3rd day of July, 2025.

---

**Morris L. West, Mayor**





**CITY COMMISSION MEETING HAINES CITY, FLORIDA**  
**MINUTES**

**June 5, 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  
Commissoner Morris West  
Vice-Mayor, Omar Arroyo  
Commissioner, Kim Downing

**Absent:** Commissioner, Vernel Smith

**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**

Pastor Bob Moore provided the invocation.

**3. PLEDGE OF ALLEGIANCE**

The Mayor led the pledge of allegiance.

**4. PRESENTATIONS AND PROCLAMATIONS**

4.a National Public Works Week

City Clerk Lauther read the proclamation into the record. Deputy City Manager James Keene accepted the proclamation.

4.b Haines City Rotary Club proclamation

City Clerk Lauther read the proclamation into the record. Karen Tiner accepted the proclamation.

4.c Pride Proclamation- June 2025

City Clerk Lauther read the proclamation into the record. Abigail Workman accepted the proclamation.

**5. CONSENT AGENDA**

Mayor West introduced items on the consent agenda. There were no questions from the dais. Mayor West opened the public hearing. No one came forward, and the public hearing was closed.

Approve consent as a whole.

5.a Commission Meeting Minutes- May 15, 2025

5.b Commission Workshop Minutes- May 15, 2025

5.c Cemetery Deeds

5.d Site Access Agreement with ESWS, L.P. for Access to City-Owned Property at Lee Jackson Highway West

Staff recommends the City Commission approve a site access agreement with ESWS, L.P. for access to city-owned real property located at Lee Jackson Highway West, Haines City.

**6. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA**

**7. OLD BUSINESS**

**7.a Ordinance No. 25-2108 – Voluntary Annexation of Prince and Sons – Second Reading**

Richard Greenwood, Development Services Director presented Ordinance 25-2108 for second reading. There were no changes. There were no questions from the dais. Mayor West opened up the public hearing. No one came forward and the public hearing was closed. At this time, Commissioner Arroyo introduced Ordinance 25-2108. Attorney Reilly read the ordinance into the record.

**Moved by** Omar Arroyo

**Seconded by** Kim Downing

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

**Carried**

**8. NEW BUSINESS**

**8.a Resolution No. 25-1861 – FDEP Grant Agreement No. 25PLN11 Comprehensive Vulnerability Assessment and Adaptation Plan**

Omar DeJesus, CPA, Finance Director, introduced Resolution No. 25-1861. Discussion took place. Mayor West opened the public hearing. Shanita Brown-1215 Avenue N asked what protocol is used to determine how the funds are allocated and used. Commissioner Arroyo introduced Resolution No. 25-1861. Attorney Reilly read the resolution into the record.

**Moved by** Anne Huffman

**Seconded by** Kim Downing

Staff recommends the City Commission approve FDEP Grant Agreement No. 25PLN11 for the City of Haines City Comprehensive Vulnerability Assessment and Adaptation Plan.

**Carried**

8.b Resolution No. 25-1869 – Amendment No. 1 to Grant Agreement LPA0530

James Keene, Deputy City Manager, introduced Resolution No. 25-1869. Discussion took place. Mayor West opened the public hearing. Sharon Garrett-off of Carl Boozer Road has a concern about the lift station located at Johnson and 30th. She states it has an odor. Commissioner Downing introduced Resolution No. 25-1869. Attorney Reilly read the resolution into the record.

**Moved by** Anne Huffman

Staff recommends the City Commission approve Amendment No. 1 to Grant Agreement LPA0530 for the Haines City Lift Station Resiliency and Emergency Operational Improvements – Phase 1 project.

8.c Resolution No. 25-1870 Accepting Quit Claim Deed Concerning Hartford Terrace Community Development District Lift Station

Fred Reilly, City attorney gave an overview of the transfer of the Hartford Terrace Community Development District Lift Station. Discussion took place. Discussion took place. Mayor West opened the public hearing. No one came forward, and the public hearing was closed. Commissioner Huffman introduced Resolution No.25-1870. Attorney Reilly read the resolution into the record.

**Moved by** Anne Huffman

**Seconded by** Kim Downing

Staff recommends the City Commission approve a Quit Claim Deed concerning Hartford Terrace Community Development District (CDD) lift station.

**Carried**

8.d Resolution No. 25-1871 Duke Energy Utility Easement – Park Place Boulevard

Fred Reilly, City Attorney, introduced Resolution No. 25-1871. Discussion took place. Mayor West opened the public hearing. No one came forward, and the public hearing was closed. Commissioner Downing introduced Resolution No. 25-1871. Attorney Reilly read the resolution into the record.



**Moved by** Kim Downing  
**Seconded by** Omar Arroyo

Staff recommends City Commission approve a 10-foot utility easement with Duke Energy Florida, LLC for property at Park Place Boulevard (adjacent to the new Emergency Operations Center.

**Carried**

**9. CITY MANAGER'S REPORT**

City Manager Elensky stated that a committee is being put together to celebrate the 100-year anniversary of the city. Mayor West has agreed to serve on the committee.

**10. CITY CLERK'S REPORT**

City Clerk Lauther gave an update on her meeting with the Supervisor of Elections.

**11. CITY ATTORNEY'S REPORT**

Attorney Reilly would like guidance regarding the ordinance dealing with food trucks. Attorney Reilly felt that the ordinance should be discussed at a workshop. The consensus of the commission is to have a workshop following the CRA special meeting. Discussion took place. It was the consensus of the Commission to have the special meeting on Tuesday, June 24, 2025 at 5 PM and a workshop at 7PM to discuss the food truck ordinance.

**12. COMMISSION COMMENTS**

**Commissioner Huffman** has concern about water coming up out of the ground on 10th Street . There are a lot of steps for employees to get hired and would like the City Manager to address this area of concern. Commissioner Huffman feels the response time to residents and the customer service. Commissioner Huffman has concerns regarding transportation to Tampa.

**Commissioner Arroyo**- nothing at this time

**Commissioner Downing**- has concerns about code compliance. The recycling company on Railroad Avenue. The entire street is littered and unacceptable. Signs are not being picked up. Signs are all along both sides of the road. Would like a midterm workshop to let the Commission know where the city is financially. The fire assessment fee needs to either be reduced or eliminated. Finance Director, Omar DeJesus states that this can be

discussed during the budget process in early July 2025. Update on sidewalks on the East side near Melbourne.

**Mayor West** met with the IT Director, Brian Ross regarding free wi-fi access to areas that are underserved. There will be a presentation in the near future. Commissioner Huffman inquired about grant monies that the City received for broadband access.

**13. ADJOURNMENT**

Without any further business the meeting was adjourned at 9:10 PM.

---

Morris L. West, Mayor

---

Sharon Lauther, MMC, City Clerk



**CITY COMMISSION WORKSHOP HAINES CITY, FLORIDA**  
**MINUTES**

**June 24, 2025, 4:00 p.m.**  
**City Hall Commission Chambers**  
**620 E. Main Street, Haines City, FL 33844**  
**Phone: 863-421-9921   Web: hainescity.com**

Commissioners in  
Attendance:

Mayor Morris L. West  
Vice-Mayor Vernel Smith, Jr.  
  
Commissioner Anne Huffman  
  
Commissioner Omar Arroyo  
  
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 Budget Workshop to order at 4:00 PM on 06/24/2025 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

## 2. PRESENTATIONS AND DISCUSSIONS

### 2.a Budget Presentation

Omar DeJesus, Finance Director, CPA, provided a general overview of the first budget workshop session. During the session, eight key questions were presented to the City Commission to help guide the discussion and determine the needs and priorities for capital improvement planning.

**\*\*\* Commissioner Arroyo entered the chambers at 4:14 PM\*\*\***

The Organizational Goals are proposed to be revised to align more strategically with the city's long-term vision. The updated goal categories include:

- Safe, Clean, and Beautiful
- Thoughtful Growth and Community Vision
- Smart and Connected City
- Stronger Businesses, Brighter Futures
- High-Quality Infrastructure & Facilities
- Recreation, Culture, and Community Life

Finance Director went over the survey results.

Commissioner Huffman expressed interest in establishing a separate strategic goal focused on employees, specifically to enhance onboarding and create a smoother hiring process. A discussion followed among the Commission. Commissioner Downing recommended conducting an anonymous employee survey to gather input on what staff would like to see improved or implemented.

At this time, a review of the General Fund revenue was conducted. Finance Director Omar DeJesus noted that if the millage rate remains unchanged, the CRA would see an estimated \$850,000 increase to its budget. It was also noted that the TRIM notice must be finalized and submitted by July 17, 2025.

The discussion focused on how much revenue would be generated if the millage rate or fire assessment were decreased and how it would affect the bottom line.

At this time, each Department Director gave a presentation for the capital projects projected for the FY 25/26.

**April Brown, Planning Manager** - The acquisition of four (4) new vehicles is intended to replace existing trucks currently utilized for inspections and site visits. Funding for these vehicles will be sourced from the Building Department's Enterprise Fund, specifically through revenue generated from permit fees.

**Terrell Griffin, Parks and Recreation Director** A total of \$1,705,000 is being requested; however, \$522,000 of that amount is allocated specifically for electronic and fiber infrastructure requirements. Director Griffin provided an overview of the needs for each division. A discussion followed regarding the proposed allocations and departmental priorities.

**\*\*\* City Attorney Fred Reilly entered the Chamber at 5:17 PM\*\*\***

**Finance Director DeJesus** provided an overview of the Other/General Government line items within the General Fund, outlining key expenditures and funding priorities.

**Fire Chief Codi Donahue** presented the various operational and capital needs for the Fire Department. With continued growth and the upcoming opening of Fire Station #3, the department requires a new fire engine. Additionally, a **rescue truck** is required to replace an existing unit used primarily for EMS calls.

Chief Donahue also noted the need for an additional staff position to oversee paramedic compliance. In terms of equipment, personnel safety gear is needed due to the department's involvement in joint responses with law enforcement.

Lastly, improvements to the living quarters were discussed, specifically replacing the carpet in the firehouse bedrooms, with a recommendation to transition to laminate flooring for durability and ease of maintenance.

**Police Chief Jay Hopwood** presented the current and projected needs of the Police Department. He reported that six (6) vehicles need replacement, including two unmarked administrative vehicles, a replacement vehicle for a detective, and a new vehicle for the Deputy Police Chief.

Chief Hopwood highlighted the need to update the department's tasers and replace aging rifles, noting that the current rifle inventory is approximately 30 years old. Additionally, facility upgrades are necessary, including flooring, bathroom renovations, and tile work within the police department building.

A discussion was held regarding take-home vehicles for executive staff. Chief Hopwood also proposed adding two (2) additional K-9 officers to ensure K-9

coverage on every shift, noting that while the Polk County Sheriff's Office is available for support, their response times can be unpredictable.

Other departmental needs include the acquisition of new police software and the installation of updated door card readers to enhance overall building security.

The next budget workshop is scheduled for Monday, July 14, 2025, from 11:00 AM to 12:00 PM. Immediately following, the Community Redevelopment Agency (CRA) budget workshop will be held from 12:00 Noon until 3:00 PM.

#### **4. ADJOURNMENT**

Without any further business the meeting was adjourned at TIME.

---

Morris L. West, Mayor

---

Sharon Lauther, MMC, City Clerk

---

Fred Reilly, City Attorney



**CITY COMMISSION WORKSHOP HAINES CITY, FLORIDA**  
**MINUTES**

**June 24, 2025, 7:00 p.m.**  
**City Hall Commission Chambers**  
**620 E. Main Street, Haines City, FL 33844**  
**Phone: 863-421-9921 Web: hainescity.com**

Commissioners in Attendance: Mayor Morris L. West  
Vice-Mayor Vernel Smith, Jr.  
Commissioner Omar Arroyo  
Commissioner Kim Downing  
Commissioner Anne Huffman

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

---

**1. CALL TO ORDER**

The Mayor called the City Commission Meeting to order at 7:14 PM on June 24, 2025 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

**2. PRESENTATIONS AND DISCUSSIONS**

## 2.a Food Truck Ordinance Discussion

City attorney Fred Reilly gave an overview of the mobile food dispensing vehicle (Food Truck) Ordinance. The current regulations that the City has replaced the new proposed ordinance with a series of provisions and regulations that are within the jurisdiction of the City. Discussion took place regarding who would be grandfathered in. Attorney Reilly gave a clear definition regarding a mobile food truck as defined in the State Statute. Further discussion took place regarding compliance of the food trucks.

At this time Mayor West invited the public to come and speak

**Larry Augst-127 S. 3rd Street Haines City-** Mr. Augst expressed concern regarding the limitation of only one food truck per parcel. While he supports food trucks and enjoys their presence throughout the city, he emphasized the importance of ensuring proper regulation. He also noted that the Health Department maintains jurisdiction over the operational standards of food trucks.

**Ms. Diana Patel- 35509 US HW 27N, Haines City-** Ms. Patel has five (5) food trucks in a commercial/highway zoned area and has a concern of whether she would be grandfathered in

**Joseph Pandone- 743 W. Main Street-** Mr. Pandoni offered advice on how to regulate the owners who are not in compliance.

There was a consensus to bring the food truck ordinance to the Commission for consideration- More discussion took place.

**Commissioner Huffman** would like to see the ordinance on the next agenda for consideration

**Vice-Mayor Smith** would like to see the next agenda for consideration

**Commissioner Arroyo** would like to see the ordinance on the next agenda for consideration

**Commissioner Downing** inquired about food trucks at special events in residential areas. Discussion took place that has a clause to allow food trucks at special events.

Mayor West would like to see the ordinance on the next agenda meeting for consideration, The meeting will be held on July 17, 2025.

## 3. ADJOURNMENT



Without any further business the meeting was adjourned at 8:15 PM.

---

Morris L. West, Mayor

---

Sharon Lauther, MMC, City Clerk

---

Fred Reilly, City Attorney





**CITY COMMISSION WORKSHOP HAINES CITY, FLORIDA**  
**MINUTES**

**June 24, 2025, 8:00 p.m.**  
**City Hall Commission Chambers**  
**620 E. Main Street, Haines City, FL 33844**  
**Phone: 863-421-9921 Web: hainescity.com**

Commissioners in Attendance: Mayor Morris L. West  
Vice-Mayor Vernel Smith  
Commissioner Omar Arroyo  
Commissioner Kim Downing  
Commissioner Anne Huffman

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

---

**1. CALL TO ORDER**

The Vice-Mayor called the City Commission Meeting to order at 8:17 PM on June 24, 2025 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

## 2. PRESENTATIONS AND DISCUSSIONS

### 2.a Enterprise Resource Planning (ERP) Discussion

Finance Director Omar DeJesus, CPA, provided an overview of the objective to implement a centralized platform to enhance operational efficiency and productivity. He outlined the project background and the procurement timeline, noting that a formal Request for Proposals (RFP) was issued in April 2024 with a submission deadline in June 2024.

Two vendors submitted proposals:

#### **Tyler Technologies-**

##### **Central Square**

The evaluation criteria included vendor qualifications, workflow processes, implementation methodology, and budget considerations. The results of the RFP scoring process were as follows:

**Tyler Technologies** – 366.75 points

**Central Square** – 361.00 points

A vendor price comparison was presented:

**Tyler Technologies:** \$2,331,893.00

**Central Square:** \$1,517,644.00

The Finance Director noted that the implementation timeline is projected to span 2–3 years to ensure all data is accurately migrated and the new platform is properly configured. The recommendation is now being brought forward to the Commission for bid award consideration.

**Vice-Mayor Smith** would like for the Commission to see the (MOU) Memo of Understanding to understand the details of what the City would be purchasing.

**Commissioner Downing** stated that she does not like that a recommendation to select a vendor and the commission should have had a workshop to discuss. The feedback was not encouraging for the Commission to want to select this vendor. Commissioner Downing is not impressed with the feedback. Internal training needs to be increased with the employees.

**Commissioner Huffman** feels that the city should be spending more money within operations and customer service and other areas before the Commission invests in this vendor.

**Commissioner Arroyo** feels that a system like this is needed, and we will eventually need to move forward to increase the customer service for the city.

Consensus of the Commission is to take no action and will revisit at a later date. Mayor West advised to reach out to the Florida League of Cities for guidance.

### **3. ADJOURNMENT**

Without any further business the meeting was adjourned at 9:04 PM

---

Morris L. West, Mayor

---

Sharon Lauther, MMC, City Clerk

---

Fred Reilly, City Attorney



THIS INSTRUMENT PREPARED BY  
Sharon Lauther, MMC  
City Clerk  
HAINES CITY  
620 East Main Street  
HAINES CITY, FLORIDA 33844  
PLEASE RECORD & RETURN TO PREPARER

**THIS INDENTURE**, Made this 3<sup>rd</sup> day of July, 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 **Rafael E. Arias**, whose permanent address is **22353 Hale Road Land O Lakes, FL 34639** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$400.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Rafael E. Arias of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: ORIGNL Block: COL2 Lot : WEST Space: C9**

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 24<sup>th</sup> day of June, 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 **Brenda Cintron** , whose permanent address is **212 Bergamot Loop Davenport, Fl 33837** 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 Brenda Cintron of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: ORIGNL Block: COL2 Lot : WEST Space: C11**  
**CEM: ORIGNL Block: COL2 Lot : WEST Space: C12**

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 17<sup>th</sup> day of June, 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 **Rosalinda Garcia**, whose permanent address is **912 Kentucky St Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Rosalinda Garcia 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 : 34 Space: 2**

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

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

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

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

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

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

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

Signed, Sealed and Delivered  
in the presence of:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
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 17<sup>th</sup> day of June, 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 **Carlos Enrique Gonzalez**, whose permanent address is **257 Ludisia Loop Davenport, Fl 33837** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$400.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Carlos Enrique Gonzalez of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: COL1 Lot : EAST Space: B8**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or otherwise 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 3<sup>rd</sup> day of July, 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 **Emily Kennedy**, whose permanent address is **1210 Betts Everett Blvd. Apt 308 Winter Haven, FL 33884** 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 Emily Kennedy 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 : 12 Space: 3**

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

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

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

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

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

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

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

Signed, Sealed and Delivered  
in the presence of:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
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 3<sup>rd</sup> day of July, 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 **Lamenter Walter** , whose permanent address is **7249 Twin Cedar Lane Lakeland, FL 33810** 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 Lamenter Walter 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 : 20 Space: 4**

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

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

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

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

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

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

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

Signed, Sealed and Delivered  
in the presence of:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
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 25<sup>th</sup> day of June, 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 **Juan Masek**, whose permanent address is **511 W Lemon St Davenport, fl 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$1200.00** 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 Juan Masek 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: 1**  
**CEM: ADD 2 Block: Z Lot : 35 Space: 3**

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

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

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

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

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

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

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

Signed, Sealed and Delivered  
in the presence of:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_

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 25<sup>th</sup> day of June, 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 **Jairo Munoz**, whose permanent address is **176 White Marsh Cir Orlando, FL 32824** 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 Jairo Munoz of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: ORIGNL Block: COL2 Lot : WEST Space: B10**  
**CEM: ORIGNL Block: COL2 Lot : WEST Space: C10**

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 3<sup>rd</sup> day of July, 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 **Estela B Pascua**, whose permanent address is **628 South Andrea Cir Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Estela B Pascua 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: 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 17<sup>th</sup> day of June, 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 **Loida Ponte**, whose permanent address is **1020 Patriot Loop 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 **\$1800.00** 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 Loida Ponte 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 : 42 Space: 3**  
**CEM: ADD 2 Block: Z Lot : 42 Space: 5**  
**CEM: ADD 2 Block: Z Lot : 42 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 25<sup>th</sup> day of June, 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 **Noemi Ramos**, whose permanent address is **620 Samuel St Davenport, fl 33897** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$1200.00** 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 Noemi Ramos of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: ADD 2 Block: Z Lot : 35 Space: 5**  
**CEM: ADD 2 Block: Z Lot : 35 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 **5<sup>th</sup> day of June, 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 **Carmen Reyes**, whose permanent address is **104 Grand Canal Dr Kissimmee, FL 34759** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$1200.00** 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 Carmen Reyes 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 : 7 Space: 6**  
**CEM: ADD 2 Block: Z Lot : 7 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 17<sup>th</sup> day of June, 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 **Carlos Enrique Gonzalez**, whose permanent address is **257 Ludisia Loop Davenport, Fl 33837** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$400.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Carlos Enrique Gonzalez of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: COL1 Lot : EAST Space: B8**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or otherwise 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 **3<sup>rd</sup> day of July, 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 **Mardoqueo Ulin Sandoval**, whose permanent address is **2481 Crest 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 **\$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 Mardoqueo Ulin Sandoval 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 : 34 Space: 1**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or otherwise 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 **5<sup>th</sup> day of June, 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 **Margaret F. Williams**, whose permanent address is **2415 Embry Avenue Haines City, FL 33844** of the second part.

**WITNESSETH**, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Margaret F. Williams 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 : 5 Space: 2**

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

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

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

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

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

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

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

Signed, Sealed and Delivered  
in the presence of:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
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:** Omar DeJesus, CPA, Finance Director

**Date:** July 3, 2025

**Subject:** Modification to Interlocal Agreement with PCSO 2025-2029

### **Executive Summary**

Approve the Haines City Modification for the Interlocal Agreement for Police & Fire Dispatching and Telecommunication Services through the Polk County Sheriff's Office.  
Staff Contact: Omar DeJesus, CPA, Finance Director

### **Introduction**

The purpose of this item is to approve the Haines City Modification for the Interlocal Agreement for Police & Fire Dispatching and Telecommunication Services through the Polk County Sheriff's Office.

### **Background**

The proposed agenda item seeks approval to modify the existing interlocal agreement for telecommunication services by extending the term through Fiscal Year 2029 and updating key financial terms. The revised agreement includes a four-year term covering FY 2026 to FY 2029, a maximum annual escalation cap of 5%, and associated notice requirements. Specifically, any increase up to the 5% cap requires standard advance notice, while proposed increases exceeding 5% must be accompanied by documentation of extraordinary circumstances. In accordance with these provisions, the required FY 2026 rate notice has been received.

The proposed FY 2026 budget includes a 20% increase in telecommunication service costs, bringing the new annual total to \$470,755. This increase has been justified by the service provider as resulting from extraordinary circumstances and is consistent with the terms of the amended agreement. In contrast, the rate for Fire/911 rescue services remains within the 5% cap, with a proposed annual total of \$65,765.

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

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

**Budget Impact**

The annual budgetary impact is capped at 5% annual unless there are extraordinary circumstances and required notification is provided.

**Recommendation**

Staff recommends approval of the Haines City Modification for the Interlocal Agreement for Police & Fire Dispatching and Telecommunication Services through the Polk County Sheriff's Office.



# HAINES CITY

WWW.HAINESCITY.COM

## **CITY MANAGER MEMORANDUM**

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

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

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

**Date:** July 03, 2025

**Subject:** Resolution No. 25-1877 Aldi Property Easement for City Gateway Sign Location

### **Executive Summary**

Approve easement for Aldi property for City Gateway Sign Location.  
Staff Contact: Omar DeJesus, Finance Director  
Fred Reilly, City Attorney

### **Introduction**

The purpose of this Agenda Item is to present a Resolution authorizing the execution of an Easement with Aldi (Florida) LLC, a Florida limited liability company, ("Aldi") for an easement for a Gateway sign.

### **Background**

The subject real property is located at 2651 Scenic Highway South, Haines City, Florida 33844. The Easement will be utilized by the City to place a Gateway sign at the jurisdictional entrance to the City along the Scenic Highway South.

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

Partnership: Encourage public and private partnerships.

### **Budget Impact**

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

### **Recommendation**

Staff recommends approval of the Resolution authorizing execution of the Easement with Aldi (Florida) LLC, a Florida limited liability company, ("Aldi") for an easement for a Gateway sign.





**RESOLUTION NO. 25-1877**

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FOR A GATEWAY SIGN FROM ALDI (FLORIDA) LLC CONCERNING REAL PROPERTY OWNED BY ALDI (FLORIDA) LLC (PARCEL ID NO. 27-28-04-815028-000010) AND 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**, Aldi (Florida) LLC, a Florida limited liability company, is the owner of real property located in Haines City, Polk County, Florida (the “Real Property”) described as:

ALDI DISTRIBUTION CENTER AT HAINES CITY IN PK PB 149 PG 42-43 LOT 1  
LESS THAT PT BEING R/W PCL 507 FOR SR 17 AS DESC IN OR 7790 PG 1701

Containing 72.45 acres, more or less.

Parcel ID No. 27-28-04-815028-000010.

**WHEREAS**, the Real Property is located adjacent to Scenic Highway S at the jurisdictional boundary of the City; and

**WHEREAS**, the City of Haines City, Florida, a Florida municipal corporation (the “City”), has requested that Aldi execute an Easement related to certain real property (the “Easement Area”) located within the Real Property for a Gateway sign (as depicted on Exhibit A to the Easement); and

**WHEREAS**, acceptance of the Easement is 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 hereby authorizes the Mayor to execute an acceptance of the 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 Agreement, 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 3<sup>rd</sup> day of July, 2025.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Morris L. West, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

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

This instrument prepared by:  
Fred Reilly, Esquire  
P. O. Box 2039  
Haines City, Florida 33845 USA  
Tel. (310) 927-3954  
Email: fredreilly@attorney-solicitor.com

Property Appraiser's Parcel Identification  
No. 27-28-04-815028-000010

## **SIGN EASEMENT**

**THIS SIGN EASEMENT** ("Sign Easement") is made on \_\_\_\_\_, 2025 by **ALDI (FLORIDA) LLC, a Florida limited liability company**, ("Grantor"), whose mailing address is 2651 SCENIC HWY S, Haines City, FL 33845 and **CITY OF HAINES CITY, FLORIDA, a Florida municipal corporation**, ("Grantee"), whose mailing address is 620 East Main Street, Haines City, FL 33844.

### **RECITALS:**

**WHEREAS**, Grantor is the owner of fee simple title to the parcel of land located in the City of Haines City, Polk County, Florida, and more particularly described as:

ALDI DISTRIBUTION CENTER AT HAINES CITY IN PK PB 149 PG 42-43 LOT 1  
LESS THAT PT BEING R/W PCL 507 FOR SR 17 AS DESC IN OR 7790 PG 1701

Parcel ID No. 27-28-04-815028-000010 (the "Grantor Property").

**WHEREAS**, Grantor wishes to grant to Grantee an easement for installation, maintenance and repair of a municipal sign on the Grantor Property.

### **AGREEMENT:**

For Ten Dollars and other good and valuable consideration, Grantor hereby grants, bargains and sells to the Grantee, and its successors and assigns, a perpetual non-exclusive easement ("Easement") in, under, over, through, across and upon the portion of the Grantor Property.

1. Purpose of Easement. Grantor hereby grants to Grantee a perpetual non-exclusive easement for ingress and egress and installation and maintenance of a municipal sign and the installation and maintenance of public and private utilities (to service the municipal sign) over and across the following described property:

See Exhibit A which depicts the location of the Easement.

2. Grantee to Own and Maintain the Municipal Sign. The Grantee shall own, maintain and repair the municipal sign at its sole cost.
3. Covenant Running with the Land. The provisions of this Sign Easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Grantor Property.
4. Amendment. This Sign Easement shall not be released or amended without the prior written consent of the Grantee, which consent shall be evidenced by a document recorded in the Public Records of Polk County, Florida.
5. Entire Agreement. This Sign Easement contains the entire agreement between the parties relating to the rights hereby granted and the obligations hereby assumed. Any oral representations or modifications concerning this Sign Easement shall be of no force or effect.
6. Recording. The Grantee shall record this Sign Easement in the Public Records of Polk County, Florida.
7. Enforcement. Grantor and the Grantee shall each have the right to enforce the terms of this Sign Easement and the rights and obligations hereby created by the exercise of any rights and remedies provided under the laws of the State of Florida.

**IN WITNESS WHEREOF**, Grantor has made and executed this Sign Easement on the date first set forth above.

**Witnesses:**

**GRANTOR: ALDI (FLORIDA) LLC, a Florida corporation,**

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

\_\_\_\_\_  
By: \_\_\_\_\_

Witness address: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Title: \_\_\_\_\_

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

Witness address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

[Remainder of page intentionally blank]

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF POLK

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ (Title) who is personally known to me ( ) or has produced \_\_\_\_\_, as identification.

SEAL NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

Print or Type Name of Notary: \_\_\_\_\_

**ACCEPTANCE OF SIGN EASEMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2025, the CITY OF HAINES CITY enacted Resolution No. 25-1877 which approved acceptance of the Sign Easement from ALDI (FLORIDA) LLC, Grantor, to the CITY OF HAINES CITY, Florida, Grantee.

IN WITNESS WHEREOF, this Acceptance was executed at the City of Haines City, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Morris L. West, Mayor

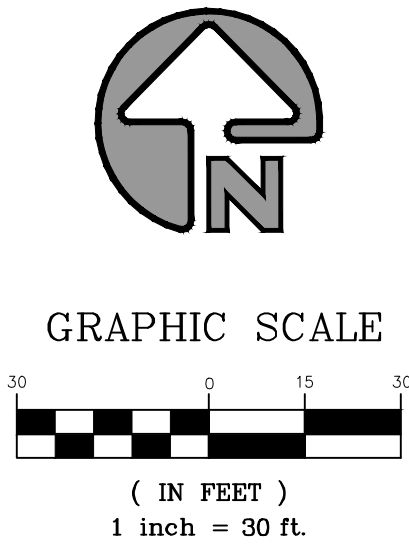
APPROVED AS TO FORM AND CORRECTNESS:

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

**EXHIBIT A**  
**Description of Easement Parcel**







**DEMOLITION LEGEND:**

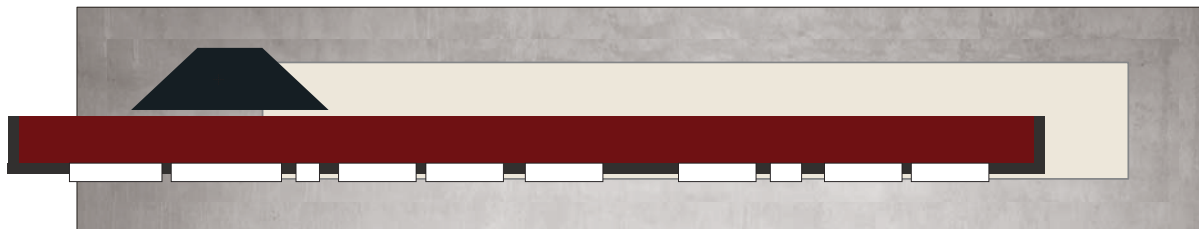
	TREE TO BE REMOVED
--	--------------------

REV.	DATE	DESCRIPTION	APP'D BY

ALDI - PERISHABLE WAREHOUSE HAINES CITY	HAINES CITY GATEWAY SIGN EXHIBIT
--	----------------------------------

 HIGHLAND ENGINEERING, INC. 1172 S. Grand Highway Oremont, Florida 34711 Office 407-275-7877 Fax 407-275-7801 CA No. 27612	JOB No.: ALD-001.15 DESIGNED BY: JB DRAWN BY: BM/JK APPROVED BY: JB DATE: 8-5-2024 SHEET: EXHIBIT 1
NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED	





**AECOM**

150 N. ORANGE AVENUE SUITE 200  
ORLANDO, FL 32801

- These drawings are intended to illustrate design intent only and are not for construction. All final engineering and conditions of the project are the responsibility of the fabricator. Shop drawings by the fabricator must be submitted for approval, prior to proceeding with fabrication.
- The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents. Any variations to design, materials, or fabrication methods must be approved by the Owner.
- Colors shown are for reference only and are subject to the limitations of the printing process. Refer to referenced color systems contained within these drawings for actual specifications.
- Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.
- All locations shown are approximate. All final locations are to be determined during pre-installation and site walk-thru prior to sign fabrication and must be approved by Owner.

**CLIENT**

Haines City

**PROJECT**

Haines City Gateway Signage

**ISSUE DATE**

June 5, 2024

**SHEET TITLE**

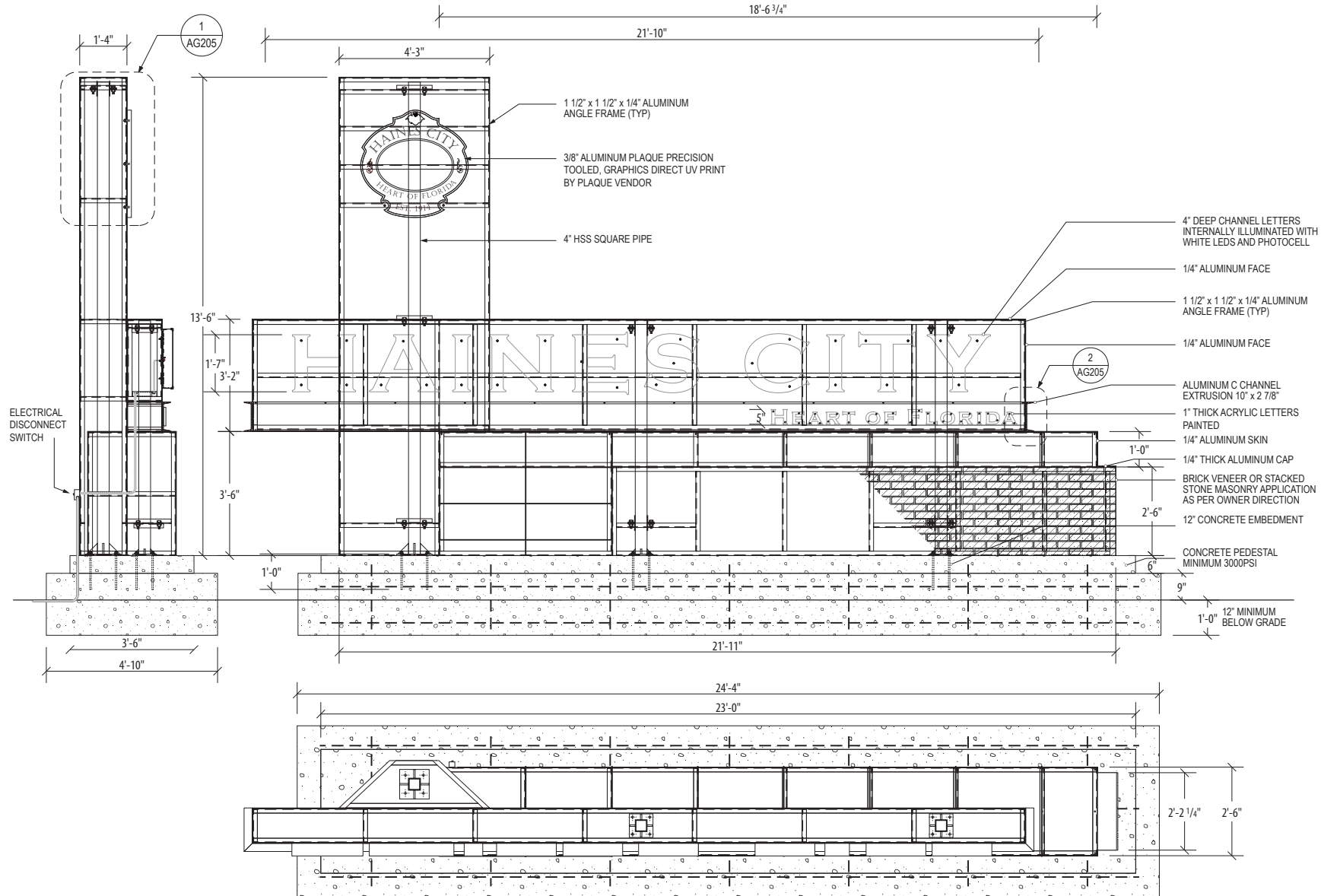
Main ID Sign - Concept A

**SHEET NUMBER**

**AG201**

- |                                     |
|-------------------------------------|
| <b>CLIENT</b>                       |
| Haines City                         |
| <b>PROJECT</b>                      |
| Haines City Gateway Signage         |
| <b>ISSUE DATE</b>                   |
| June 5, 2024                        |
| <b>SHEET TITLE</b>                  |
| Main Identification Sign<br>Details |
| <b>SHEET NUMBER</b>                 |

70



- These drawings are intended to illustrate design intent only and are not for construction. All final engineering and conditions of the project are the responsibility of the fabricator. Shop drawings by the fabricator must be submitted for approval, prior to proceeding with fabrication.
- The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents. Any variations to design, materials, or fabrication methods must be approved by the Owner.
- Colors shown are for reference only and are subject to the limitations of the printing process. Refer to referenced color systems contained within these drawings for actual specifications.
- Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.
- All locations shown are approximate. All final locations are to be determined during pre-installation and site walk-thru prior to sign fabrication and must be approved by Owner.

**CLIENT**

Haines City

**PROJECT**

Haines City Gateway Signage

**ISSUE DATE**

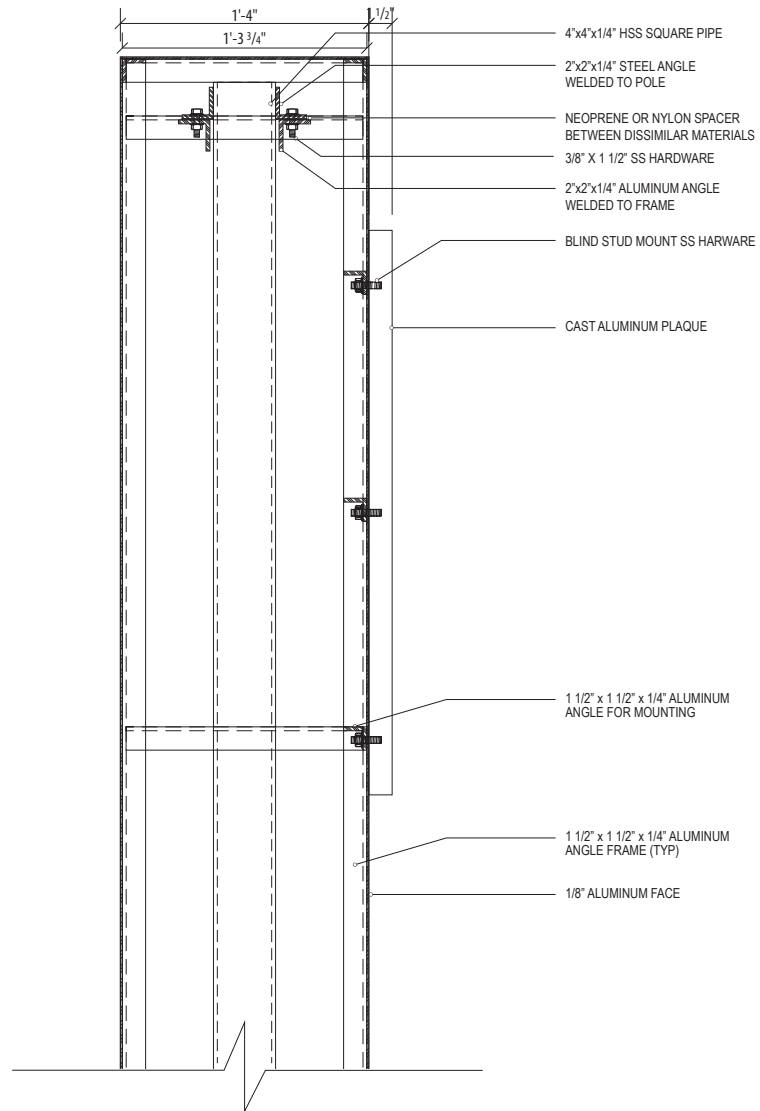
June 5, 2024

**SHEET TITLE**

Main Identification Sign  
Detail Enlargement

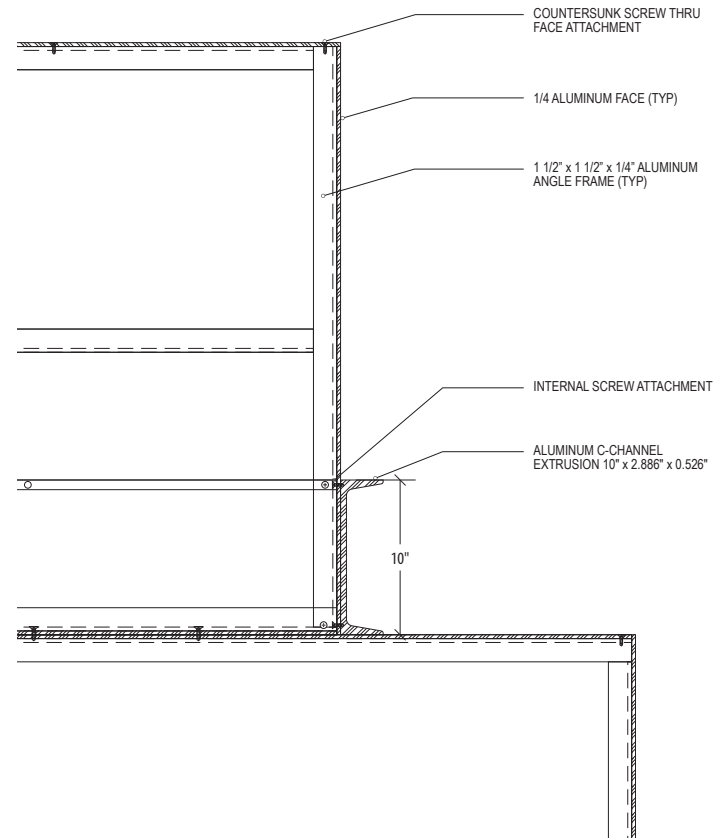
**SHEET NUMBER**

**AG205**



**DETAIL ENLARGEMENT**

1 1/2" = 1' 0"



**DETAIL ENLARGEMENT**

1 1/2" = 1' 0"





# HAINES CITY

WWW.HAINESCITY.COM

## **CITY MANAGER MEMORANDUM**

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

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

**From:** Jay Hopwood, Chief of Police

**Date:** July 03, 2025

**Subject:** Administrative Vehicle Purchase Utilizing Florida Sheriff's Association Contract Pricing

### **Executive Summary**

Approve the purchase of an administrative vehicle to accommodate growth and additional vehicle needs, utilizing the Florida Sheriff's Association contract pricing.

Staff Contact: Jay Hopwood, Chief of Police

### **Introduction**

The intent of this item is to approve the purchase of an administrative vehicle to accommodate growth and additional vehicle needs, utilizing the Florida Sheriff's Association contract pricing.

### **Background**

In response to recent organizational changes, and evolving operational needs, an additional administrative vehicle is necessary to ensure continued service to our community.

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

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

### **Budget Impact**

The budget impact for fiscal year 2024/2025 is \$54,808 and will come from approved capital funding within the organization.

### **Recommendation**

Staff recommends approval of the purchase of an administrative vehicle to accommodate growth and additional vehicle needs, utilizing the Florida Sheriff's Association contract pricing.



## Factory Options for Vehicle: 2025 Ram 1500 (DT6H98) Big Horn 4x4 Crew Cab 5'7" Box

Code	Description	MSRP	% Discount	Discount	Price
<b>PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!</b>					
<b>ALL UPFITS</b>					
	Engine: 3.0L I6 Hurricane SO Twin Turbo ESS				
	-inc: Aux Battery, Secondary Active Grille Shutters, 700 Amp Maintenance Free Battery, Active Noise Control System, Supplier Part Tracking, Dual Rear Exhaust w/Bright Tips, Start-Stop Dual Battery System, GVWR: 6,900 lbs, Thermal Rear Axle, 230 Amp Alternator, 26				
EFH	Gallon Fuel Tank	\$2,695	2.00%	\$54	\$2,641
DMD	3.55 Rear Axle Ratio	\$145	2.00%	\$3	\$142
DMH	3.92 Rear Axle Ratio (Requires EFH)	\$195	2.00%	\$4	\$191
	Wheels: 20" x 9" Aluminum Chrome Clad				
WRH	-inc: Tires: 275/55R20 All Season LRR, Nexen Brand Tires	\$1,595	2.00%	\$32	\$1,563
TCP	Tires: LT275/65R18C OWL On/Off Road -inc: Full Size Spare Tire	\$245	2.00%	\$5	\$240
	Diesel Gray/Black, Deluxe Cloth Bucket Seats -inc: Bucket Seats, Full Length Floor Console, Power Adjust 8-Way Driver Seat, Power 2-Way Driver Lumbar Adjust (Requires A62)				
T9X8		\$595	2.00%	\$12	\$583
	Black, Deluxe Cloth Bucket Seats -inc: Bucket Seats, Full Length Floor Console, Power Adjust 8-Way Driver Seat, Power 2-Way Driver Lumbar Adjust (Requires A62)				
T9X9		\$595	2.00%	\$12	\$583
	Big Horn Level 1 Equipment Group -inc: 400W Inverter, Rear Window Defroster, Rear View Auto Dim Mirror, Power Adjustable Pedals, Leather Wrapped Steering Wheel, Rear Power Sliding Window, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Glove Box Lamp, Auto Power-Folding Mirrors, Auto Dim Exterior Driver Mirror, 115V Auxiliary Power Outlet, Universal Garage Door Opener, Heated Front Seats, Heated Steering Wheel, Power Adjust 8-Way Driver Seat, Black Premium Power Mirrors, Sun Visors w/Illuminated Vanity Mirrors, Power 2-Way Driver Lumbar Adjust				
A62		\$1,695	2.00%	\$34	\$1,661

Big Horn Level 2 Equipment Group (w/T9X9,T9X8-inc: 115V Auxiliary Rear Power Outlet, Media Hub w/2 Charge Only USBs, Wireless Charging Pad )  
-inc: Rear Window Defroster, Rear View Auto Dim Mirror, Power Adjustable Pedals, Leather Wrapped Steering Wheel, Rear Power Sliding Window, Integrated Voice Command w/Bluetooth, 12" Touchscreen Display, Glove Box Lamp, Auto Power-Folding Mirrors, GPS Navigation, Overhead LED Lamps, Auto Dim Exterior Driver Mirror, SiriusXM w/360L, Connected Travel & Traffic Services, Heated Front Seats, Heated Steering Wheel, Configurable Drive Mode, Security Alarm, Black Premium Power Mirrors, Premium Overhead Console, 400W Inverter, 9 Amplified Speakers w/Subwoofer, HD Radio, Radio: Uconnect 5 Nav w/12" Display, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Air Conditioning ATC w/Dual Zone Control, Remote Tailgate Release, 115V Auxiliary Power Outlet, Cluster 7" TFT Color Display, LED Dome Lamp w/On/Off Switch, Universal Garage Door Opener, Power Adjust 8-Way Driver Seat, Sun Visors w/Illuminated Vanity Mirrors, LED Footwell Lighting, Power 2-Way Driver Lumbar Adjust

A63		\$2,770	2.00%	\$55	\$2,715
AHC	Trailer Tow Group (w/A63-inc: Trailer Light Check ) -inc: Exterior Mirrors w/Supplemental Signals, Trailer Reverse Steering Control, Exterior Mirrors Courtesy Lamps, Trailer Tire Pressure Monitoring System, Trailer Tow Mirrors, Trailer Brake Control, Accent Color Tailgate Handle, Mirror Clearance/Running Lights, Manual Telescoping Mirrors, Black Trailer Tow Power Mirrors, Power-Adjustable Convex Auxiliary Mirrors	\$1,345	2.00%	\$27	\$1,318
AAN	Towing Technology Group -inc: Trailer Hitch Line-Up Assist (Requires AHC)	\$595	2.00%	\$12	\$583
ALP	Advanced Safety Group -inc: Intersection Collision Assist System, Traffic Sign Recognition, Evasive Steer Assist, Drowsy Driver Detection	\$1,295	2.00%	\$26	\$1,269
ANT	Bed Utility Group (w/o MWK-inc: MOPAR Deployable Bed Step w/MWK-inc: MOPAR Deployable Bed Step Center Mount ) -inc: MOPAR Spray In Bedliner, MOPAR 4 Adjustable Cargo Tie-Down Hooks, Pick-Up Box Lighting, Exterior 115V AC Outlet	\$945	2.00%	\$19	\$926
XAK	Surround View Camera System -inc: Accent Color Tailgate Handle, 12-Way/1-Way Trailer Connector	\$495	2.00%	\$10	\$485
DSA	Anti-Spin Differential Rear Axle	\$495	2.00%	\$10	\$485
XHC	Trailer Brake Control	\$295	2.00%	\$6	\$289



MDA`	Front License Plate Bracket	\$0			\$0
MRA	Wheel to Wheel Side Steps	\$995	2.00%	\$20	\$975
MWK	Multi-Function Tailgate -inc: Accent Color Tailgate Handle, RAM's Head Badge (Requires A62)	\$1,095	2.00%	\$22	\$1,073
XFQ	MOPAR Trailer Camera Wiring w/No Camera (Requires AHC)	\$590	2.00%	\$12	\$578
XPG	MOPAR Paint Protection Film	\$765	2.00%	\$15	\$750
RC3	9 Amplified Speakers w/Subwoofer (Requires A62)	\$695	2.00%	\$14	\$681
CS7	Tri-Fold Tonneau Cover -inc: Pick-Up Box Lighting	\$695	2.00%	\$14	\$681
SJJ	Active Driving Assist System (Requires A63)	\$395	2.00%	\$8	\$387
MRU	MOPAR Black Tubular Side Steps	\$695	2.00%	\$14	\$681
CUE	Rear Underseat Compartment Storage	\$125	2.00%	\$3	\$123
XB9	RamBox Cargo Management System -inc: Exterior 115V AC Outlet	\$995	2.00%	\$20	\$975
XBH	120V 2kW Max On Board Power System	\$995	2.00%	\$20	\$975
NFF	33 Gallon Fuel Tank	\$445	2.00%	\$9	\$436
NHK	Engine Block Heater	\$95	2.00%	\$2	\$93
AWL	Off Road Group -inc: Off Road Decals, Steering Gear Skid Plate, Falken Brand Tires, Front Suspension Skid Plate, Raised Ride Height, Front Extra HD Shock Absorbers, Rear Extra HD Shock Absorbers, Full Size Spare Tire, Tow Hooks, E-Locker Rear Axle, Transfer Case Skid Plate, Fuel Tank Skid Plate, Selec-Speed Control (Requires A62)	\$1,245	2.00%	\$25	\$1,220
DSH	E-Locker Rear Axle (Requires A62)	\$570	2.00%	\$11	\$559
SER	4-Corner Air Suspension (Requires A62)	\$1,995	2.00%	\$40	\$1,955
CUE	Rear Underseat Compartment Storage	\$125	2.00%	\$3	\$123
XB9	RamBox Cargo Management System -inc: Exterior 115V AC Outlet (Requires A62)	\$995	2.00%	\$20	\$975
XBH	120V 2kW Max On Board Power System	\$995	2.00%	\$20	\$975
ADB	Protection Group -inc: Transfer Case Skid Plate, Steering Gear Skid Plate, Front Suspension Skid Plate, Fuel Tank Skid Plate, Tow Hooks	\$395	2.00%	\$8	\$387
ADG	Technology Group (w/o AAN-inc: Digital Rearview Mirror w/AAN-inc: Digital 3.0 Rear View Auto Dim Mirror ) -inc: Head Up Display, LED CHMSL Lamp, 12-Way/1-Way Trailer Connector (Requires A63)	\$1,095	2.00%	\$22	\$1,073
DT6P98	MODEL UPGRADE - 2025 Ram 1500 (DT6P98) Laramie 4x4 Crew Cab 5'7" Box (Includes EFH Engine: 3.0L I6 Hurricane SO Twin Turbo ESS & DPX9Black, Leather Trim 40/20/40 Bench Seat)	\$12,345	2.00%	\$247	\$12,098



**Bid Award****Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pickup Trucks – 4x4**Item:** 188, Ram, 1500 Big Horn Crew Cab 4x4 5.7 Bed, DT6H98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	\$44,455.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	\$47,066.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	\$44,255.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	\$47,066.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	\$44,355.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	\$47,066.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	\$44,455.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	\$47,066.00	Build	Options





Date: **06/16/2025**  
Salesperson: **LUIS A ALVAREZ JR**  
Manager:  
Customer ID: **30932**

**FOR INTERNAL USE ONLY**

**CUSTOMER** **CITY OF HAINES CITY**

Home Phone: **(863) 421-2824**

Address: **620 E MAIN ST  
HAINES CITY, FL 33844  
POLK**

Work Phone: **(863) 421-9963**

E-Mail: **JAY.HOPWOOD@HAINESCITY.COM**

Cell Phone: **(863) 557-2278**

**VEHICLE**

Stock #: **RP532380** New / Used: **Used** VIN: **1C6SRFJP6SN532380** Mileage: **606**

Vehicle: **2025 RAM 1500** Color: **DIAMOND BLACK C**

Type: **LARAMIE 4X4 CREW CAB 5'7" BOX**

**TRADE IN**

Payoff: VIN: Mileage:

Vehicle: Color:

Type:

**Retail Payments**

***Estimated***

***Cash Down***

MSRP **68,520**

Total Savings **14,500**

Adjusted Price **54,020**

Doc Fee **788**

Net Price **54,808**

Balance **54,808**

**\*A.P.R. Subject to equity and credit requirements**

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.





# 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:** July 3, 2025

**Subject:** Agreement to Piggyback a Contract Services Bid by Another Governmental Entity – Building Inspector and Plans Examiner

### **Executive Summary**

Approve an agreement to Piggyback a Contract Services Bid by Another Governmental Entity – Building Inspector and Plans Examiner.

Staff Contact: Richard Greenwood, Development Services Director

### **Introduction**

The intent of this item is to update the existing Agreement to piggyback for a contract services bid between Nova Engineering and Environmental, LLC and the City of Largo for temporary positions for Building Inspector(s) and Plans Examiner(s).

### **Background**

These services are for a temporary position(s) for Building Inspector(s) with the City of Haines City. Services will be provided by Nova Engineering and Environmental, LLC through the City of Largo RFP 23-P-771 for contractual building services. At present, the City of Haines City Building Department is in need of these services and piggybacking on the Agreement with Nova Engineering and Environmental, LLC, will be a short-term solution for building inspector services.

The contract is currently valid through February 2026, at which point the City will be required to confirm if the additional 1-year renewals were approved in order to continue to utilize. The same will occur in February 2027 for the final 1-year renewal available option to extend.

**Organizational Goal(s)**

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

**Budget Impact**

The budget impact is determined to be approximately \$200,000 per inspector per year. Based on the current contract effective date of February 2026, it is forecasted that two (2) inspectors are needed on a full-time basis through this date for an estimated total of \$350,000. If contract renewal occurs, staff will bring back request for amount needed for the remainder of fiscal year 2026.

**Recommendation**

City staff recommends the approval to have Nova Engineering and Environmental, LLC provide two (2) temporary positions for Building Inspectors through the piggybacking of the City of Largo RFP 23-P-771 for contractual building services.



## **SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 21st day of February, 2023 (“Effective Date”), by and between Nova Engineering and Environmental, LLC, a Foreign Limited Liability Company (“Contractor”), with its principal address at 1958 Monroe Drive NE, Atlanta, GA 30324, and the CITY OF LARGO, FLORIDA, a municipal corporation (the “City”), whose address is 201 Highland Avenue, Largo, FL 33770 (collectively, the “Parties”).

### **RECITALS**

WHEREAS, the City requested proposals pursuant to RFP # 23-P-771 (“RFP”) for contractual building services; and

WHEREAS, Contractor timely submitted an offer in response to the RFP (“Contractor’s Proposal”); and

WHEREAS, based upon the City’s assessment of Contractor’s Proposal and the proposals of other proposers, the City selected Contractor to provide the Services as defined herein; and

WHEREAS, the Contractor represents that it has the experience, expertise and capacity to perform the Services in accordance with the City’s needs and schedule and as set forth in the RFP.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **DEFINITIONS.** All terms not defined herein, shall have the meaning set forth in the RFP.
3. **CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, including all exhibits attached hereto, the RFP, including all exhibits attached thereto, including any and all duly executed and issued addenda, and Contractor’s Proposal. All of the foregoing is incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement, including any exhibits attached hereto, and the RFP or Contractor’s Proposal, this Agreement takes precedence over the RFP and the Contractor’s Proposal and any inconsistency between the Contract Documents will further be resolved in the following order:

1. RFP
2. Contractor’s Proposal

### **4. SERVICES**

- A. **Services.** Contractor shall furnish to the City the scope or work described in the RFP and this Agreement (the “Services”) in accordance with this Agreement, the RFP and Contractor’s Proposal. It is the sole responsibility of the Contractor to read the scope of work and any specifications and understand them.

- B. **Location and Other Performance Standards.** All Services shall be rendered on-site at the City of Largo Community Development Department offices located at 201 Highland Avenue, Largo, FL 33770. All Services shall be rendered in accordance with the requirements and standards provided in the Largo City Code and the Florida Building Code.
- C. **Response Time and Point of Contact.** Contractor shall respond, by email, to all requests for Services within twenty-four (24) hours of email notification by the City. Requests by the City shall be made to the point of contact for Contractor identified pursuant to this Section. Requests by the City shall include information including, but not limited to, the type of staff needed (i.e., building official, building plans examiner, or building inspector), the number of personnel requested, and the expected duration of the on-call assignment.

The point of contact for the City shall be the City's Assistant Building Official. In the absence of the Assistant Building Official, the City's Building Official shall be the point of contact. In the absence of both the Assistant Building Official and Building Official, the City's Community Development Director shall be the point of contact.

The point of contact for Contractor shall be identified upon the signing of this Agreement. Such identification shall include the point of contact's phone number and email address. Any changes to the Contractor's point of contact, or the point of contact's phone number or email address, shall be communicated to the City's point of contact within twenty-four (24) hours of such change. Such communication shall identify a new point of contact, along with that individual's phone number and email address.

- D. **Supervision and Time Tracking.** Contractor personnel rendering Services shall report to and be supervised by the City's point of contact as identified in Section 4(C) of this Agreement. When reporting to render Services, Contractor personnel shall document the time they arrive and the time they leave with the City's point of contact. The hours documented shall serve as the basis for compensation to Contractor, in accordance with the compensation rates identified in the Contract Documents.
- E. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization as set forth in the RFP without approval from the City.
- F. **Additional Services.** From the Effective Date and for the duration of this Agreement, the City may elect to have Contractor perform services that are not specifically described in the RFP but are related to the Services ("Additional Services"). In such event, Contractor shall perform such Additional Services for the compensation as determined by mutual written agreement of both Parties.

- 5. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years, unless terminated earlier pursuant to the terms of the Contract Documents. This Agreement may be renewed upon mutual written agreement of the Parties for one (1) additional two (2) year term.

**6. TERMS OF PERFORMANCE**

- A. **Representatives.** The Parties' points of contacts, as identified pursuant to Section 4(C) of this Agreement, will have management responsibility for the Services and have authority to act on technical matters and resolve problems with the Services.
- B. **Non-exclusive Contract.** The City specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.
- C. **Status Reports.** Contractor shall submit monthly written status reports to the City outlining the status of the Contractor's work on the Services throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two (2) copies, shall be submitted by Contractor to the City, along with all deliverables. If a monthly schedule submitted by the Contractor includes changes affecting the achievement of deliverables based on circumstances the Contractor believes to be a delay caused by the City, the Contractor should clearly identify those changes.
- D. **Contractor Responsibility.** Contractor shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and professionals involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all work, materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor, performed by a subcontractor, or purchased readymade from a source outside Contractor's company.
- E. **Compliance with Laws.** Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all

necessary permits and licenses required for performance under the Contract Documents.

## **7. COMPENSATION**

- A. In consideration of Contractor's faithful performance of the Services in accordance with the Contract Documents, the City agrees to pay Contractor pursuant to the prices and hourly rates as set forth in Contractor's Proposal. Payment shall be made only for work, which is actually performed and approved by the City. Contractor shall submit invoices to the City no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. The City will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes.
- B. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes, with all details prescribed by the City in the RFP, and delivered to the following address:  
  
City of Largo, Florida  
Attention: Matt Butler, Assistant Building Official  
201 N. Highland Ave.  
Largo, FL 33770
- C. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

## **8. TERMINATION**

- A. The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (a) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (b) Contractor fails to perform in the manner called for in this Agreement; or (c) Contractor does not provide services in accordance with the requirements of the specifications or scope of work in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable.
- B. The City may terminate the Agreement, without cause, by giving thirty (30) days' advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
- C. The Contractor may terminate this Agreement with cause at any time upon written notice to the City, after providing a notice to cure as set forth below, if the City is in material breach of the Contract Documents. If Contractor believes that the City

is in material breach of the Contract Documents, Contractor shall give the City at least fifteen (15) days' written notice or more if reasonably necessary, to cure any such alleged breach. If the City does not cure said breach, Contractor may then terminate this Agreement upon providing written notice to the City.

## 9. WARRANTIES AND COVENANTS

- A. **Patent, Trademark, Copyright, and Trade Secret.** Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold the City, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. The City shall promptly notify Contractor of any such claim. The City makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and the City shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the City immediately and provide a detailed report. The rights and responsibilities of the Contractor and the City with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- B. **Covenants Against Gratuities.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.
- C. **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

## 10. DELAY IN PERFORMANCE/FORCE MAJEURE

- A. **Time is of the Essence.** The timely receipt of Services to the City is essential. If any Services are not performed on time, the City may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City.

- B. **Unavoidable Delay.** If performance of the Services, and all deliverables thereunder, is unavoidably delayed, the City may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- C. **No Damages for Delay.** Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.
- D. **Notification.** Contractor shall notify the City as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a decision on any request for extension. The City will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. The City will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of the City. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

**11. INSURANCE.** Contractor shall comply with the insurance requirements set forth in the RFP.

## **12. INDEMNIFICATION**

- A. As a supplement to the RFP's Hold Harmless provision, Contractor shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of the City before

entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third-party claim seeks an injunction or equitable relief against the City; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- B. If this is a contract for or in connection with any construction, alteration, repair or demolition of a building, structure, appurtenance, or appliance, including moving and excavating associated therewith, then, in addition to the terms set forth in the RFP's Hold Harmless provision, the monetary limitation on the extent of indemnification provided for in the RFP shall not be less than \$1 million per occurrence, unless otherwise agreed by the Parties.

**13. FUNDING.** It is understood that this Agreement does not create any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which the Agreement is executed. No liability shall be incurred by the City beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

**14. ACCEPTANCE OF SERVICES.** For all Services deliverables that require City acceptance as provided in the RFP the City will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to the Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve or reject the deliverable(s). Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

**15. CHANGE ORDERS.** Except in an emergency, no change in the work or services shall be made by the Contractor unless authorized by a prior written, duly executed Change Order. The Contractor shall submit the proposed Change Order to the City and the Change Order must be approved and signed by both the City's authorized representative, and the Contractor. If the Contractor proceeds with additional work or services prior to approval

and execution of a Change Order, the Contractor waives any claim to and shall not receive any compensation for such work.

In the event of an emergency, the Contractor shall inform the City of the circumstances immediately. The City may authorize the Contractor to proceed with the work to resolve the emergency only. However, the contract price may be changed only by a duly authorized Change Order signed by the City's authorized representative.

## **16. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

- A. **Claims for Damages.** Should Contractor suffer injury or damage to person or property because of any act or omission of the City or of any of its employees, agents or others for whose acts the City is legally liable, a claim for damages therefore shall be made in writing to the City within five (5) days of when Contractor knew or should have known of such injury or damage. The claim shall specify in the reference line or title of the document, in all capitalized, bolded letters that it is a notice of a claim for damages. The failure to provide timely notice of such claim in accordance with this provision shall constitute a waiver of such claim.
- B. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, except as provided in this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- C. **Attorneys' Fees.** In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.



## 17. LIABILITY

- A. Neither the City nor the Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized under this Agreement. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- B. The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**18. RIGHT TO OWNERSHIP.** All work created, originated, and/or prepared by Contractor in performing Services pursuant to the Agreement, including all records, tracings, plans, specifications, maps, evaluations, reports, technical data, working papers, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services, shall be the City's property when the applicable Services are completed and accepted, if acceptance is required under this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the property of the City.

## 19. MISCELLANEOUS PROVISIONS

- A. **Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.
- B. **Notices.** All notices required or made pursuant to this Agreement, except for any notices required to be made to a point of contact pursuant to Section 4 of this Agreement, shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

**To the City:**  
City of Largo, Florida

**To Contractor:**  
Nova Engineering and Environmental, LLC

Attn: Henry Schubert, City Manager  
201 N. Highland Ave.  
Largo, FL 33770

Dany Romero, Regional Manager  
4524 Oak Fair Boulevard, Suite 200  
Tampa, FL 33610

***With required copy to:***

Alan S. Zimmet, B.C.S.  
Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Agreement.

- C. **Waiver of Remedies for any Breach.** In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- D. **Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, subcontracted, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- E. **Modification.** The Contract Documents may not be amended or altered without prior written approval by the City. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by the City.
- F. **Controlling Law and Venue.** This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
- G. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

- H. **Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- I. **Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
- J. **Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.
- K. **Severability.** If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date first above written.

NOVA ENGINEERING AND  
ENVIRONMENTAL, LLC  
"CONTRACTOR"

CITY OF LARGO, FLORIDA  
"THE CITY"

DocuSigned by:  
By: Dany Romero  
B3A9F5275AD44BA...  
Print Name: Dany Romero  
Title: Director, Regional Manager

By: \_\_\_\_\_  
Henry P. Schubert, City Manager

WITNESS/ATTEST:

Attest:

DocuSigned by:  
By: Brian Haney  
AD23D8E27589423...  
Print Name: Brian Haney  
Title: Business Unit Manager

By: \_\_\_\_\_  
Diane Bruner, City Clerk

Reviewed and Approved:

DocuSigned by:  
By: Alan S. Zimmet  
B81EB8D7B4F1462...  
Alan S. Zimmet, City Attorney



PO Box 296  
Largo, FL 33779  
**Largo.com**

**CITY COMMISSION  
LARGO, FLORIDA  
REQUEST FOR PROPOSAL**

**Proposal #:** 23-P-771

**Date:** October 14, 2022

Sealed proposals will be received by the City of Largo Office of Performance and Budget, located at Largo City Hall, 201 Highland Ave., Largo, Florida 33770, until:

**NOVEMBER 16, 2022  
11:00 am., local time**

**FOR**

**CONTRACTUAL BUILDING SERVICES**

Said proposals should conform to the minimum requirements outlined in the request for proposal. The City reserves the right to reject any and all offers and to waive minor informalities.

**Submission and Receipt of RFP's**

Respondents may elect to submit their response to this RFP by:

1. **Providing one (1) original and one (1) electronic copy of your RFP to this office by the date and time** indicated. The outside of your package must be clearly labeled with the RFP number, title, opening date and time and the name and address of the proposer. The City is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the City's deadline requirements.

**OR**

2. Electronic submission through the free on-line services of DemandStar. All documents and attachments must be uploaded by the date and time indicated. Respondents who are e-bidding for the first time are strongly encouraged to contact DemandStar at 866-273-1863 or obtain assistance by e-mailing questions to Support@demandstar.com. Solicitation responses uploaded to DemandStar after the solicitation response due date and time shall not be considered. It is the sole responsibility of the respondent to ensure that its solicitation response is uploaded and submitted before such date and time. The City of Largo is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

Late offers will be rejected.

Deadline for questions is **NOVEMBER 1, 2022**

If you have any questions regarding this Request for Proposal, please contact Joan Wheaton, Office of Performance and Budget, (727) 587-6740 ext 7604, or via email at [jwheaton@largo.com](mailto:jwheaton@largo.com)

**PROPOSAL and ADDENDUM DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE FROM [www.demandstar.com](http://www.demandstar.com)**

**BY ORDER OF THE CITY COMMISSION  
LARGO, FLORIDA**



Joan Wheaton, Procurement Analyst  
Office of Performance and Budget

**Please indicate RFP number  
on your response envelope.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**REQUEST FOR PROPOSAL  
TABLE OF CONTENTS**

PART I - MINIMUM REQUIREMENTS/EVALUATION CRITERIA .....	5
PART II - INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS	
Definitions .....	8
Preparation of Request for Proposal .....	8
Submission and Receipt of Proposals .....	9
Acceptance of Offer .....	9
Discrepancies, Errors, and Omissions .....	9
Right to Reject Proposals .....	10
Compensation .....	10
Payment .....	10
Fiscal Non-Funding Clause .....	10
Conflict of Interest .....	10
Public Entity Crimes .....	10
Options .....	10
Subcontracting .....	11
Failure to Submit Proposal .....	11
Default of Contract .....	11
Modification for Changes .....	11
Order or Precedence .....	11
Examination of Records .....	11
Proposals Received .....	11
Hold Harmless .....	12
Qualifications of Proposer .....	12
Disqualification of Proposer .....	12
Licenses and Permits .....	12
Provisions for Other Agencies .....	13
Applicable Law and Venue .....	13
Public Records Responsibilities .....	13
Attorney Fees .....	14
Additional Information .....	14
PART III - PROPOSAL REQUIREMENTS	
Format .....	15
Section A: Proposer Information Form .....	15
Section B: Table of Contents .....	15
Section C: Transmittal/Introduction Letter .....	15
Section D: Qualifications .....	15
Section E: Other Information .....	16
Section F: Cost and Time .....	16
Section G: Reference Information Form .....	17
Section H: Insurance Requirements Checklist .....	17
Section I: Debarment Suspension Form .....	17
Section J: Florida State Corporate Filing .....	17
PART IV – EXHIBITS	
Proposer Information Form .....	<b>A</b>
Reference Information Form .....	<b>B</b>
Insurance Requirements Checklist .....	<b>C</b>
Debarment Suspension Form .....	<b>D</b>

**PART I**  
**MINIMUM REQUIREMENTS/EVALUATION CRITERIA**  
**FOR**  
**CONTRACTUAL BUILDING SERVICES**  
**RFP #23-P-771**

**PURPOSE**

The City is requesting proposals for contractual services for building inspection, plan review, and/or building official services in support of the City's permitting and development review services. The resulting service agreement will be valid for one year and may be extended for additional one (1) year periods upon mutual consent of both parties. The City reserves the right to make multiple awards from this solicitation. Subcontracting will not be permitted for this project.

The City anticipates using contractual services to supplement existing staff and meet service demands at various times throughout the year. Services will be provided on-site at the City of Largo's Building Division

**CURRENT PROJECT DESCRIPTION**

During times of peak demand or staff leave, the City requires contractual service providers to supplement staff work in the area of building inspection, plan review, or building official services. The City has previously worked with vendors on an on-call basis. The City is seeking proposals for Fiscal Year 2023 of firms available to provide the services the City may need throughout the year. As stated above, the City reserves the right to make multiple awards from this solicitation and no vendor will necessarily be the exclusive provider of services in FY23.

**Scope of Work**

Building Official

1. On-site (City of Largo City Hall) Building Official services with State of Florida Building Code Administrator licenses

Building Plans Examination

1. On-site (City of Largo City Hall) plans examination services with any combination of the following State of Florida licenses:

- Building; Mechanical; Electrical; Plumbing; Flood Plain Manager; 1 & 2 Family Dwelling; Coastal Construction

Building Inspection

1. Building Inspection services with any combination of the following State of Florida licenses:

- Building; Mechanical; Electrical; Plumbing; Flood Plain Manager; 1 & 2 Family Dwelling; Coastal Construction; Building Code Administrator

**Evaluation Criteria**

Proposals will be evaluated by the City, and the Proposer will be selected based on, but not limited to, the following scored criteria:

- a. Ability, capacity and skill to perform the contract or provide the service required.
- b. Experience on similar projects in Florida and in the Tampa Bay Area.
- c. Personnel assigned to the project and qualifying credentials to perform.



- d. References
- e. Availability
- f. Cost

The selected proposer(s) response to stated criteria may be verified by the City. This verification may consist of reference checks, interviews, and site visits.

**Period of Contract**

Contract shall be for a period of three years.

**Option of Renewal**

This contract may be renewed for an additional two-year period by mutual agreement providing all prices, terms and conditions remain the same.

**Timeline of Events**

Dates are tentative and subject to change at City's sole discretion.

Release of RFP	[INSERT DATE]
Deadline to receive questions (electronically)	[INSERT DATE]
RFP Responses Due by 3:00pm local time	[INSERT DATE]
Evaluation Committee Meeting/ Selection	[INSERT DATE]
Oral Presentations/Interviews	[INSERT DATE]
City Commission Award Approval	[INSERT DATE]

**PART II**  
**INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS**  
**FOR**  
**RFP #**

**Definitions (as used herein)**

- a. The term "Request for Proposal" means a solicitation of proposals. The acronym "RFP" means Request for Proposal.
- b. The term "proposal" means the offer of qualitative evaluations by the proposer.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors and any other professional service as determined by the City.
- d. The term "proposer" means the one making an offer.
- e. The term "Change Order" means a written order signed by the Office of Performance & Budget or authorized representative directing the Proposer to make changes to a contract or purchase order resulting from the RFP.
- f. The term "City" means the City of Largo, Florida.
- g. The term "City Commission" means the governing body of the City of Largo.

**Preparation of Request for Proposal**

- a. Proposers are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the City or the compensation to the Proposer. Failure to do so is at the proposer's risk. The proposer shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.
- b. The apparent silence of any supplemental minimum requirements as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- c. Respondents may elect to submit their response to this RFP by:
  - 1. Providing **one (1)** original and **one (1)** electronic copy of your RFP to this office by the date and time indicated. The outside of your package must be clearly labeled with the RFP number, title, opening date and time and the name and address of the proposer. The City is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the City's deadline requirements.

**OR**

- 2. Electronic submission through the free on-line services of DemandStar. All documents and attachments must be uploaded by the date and time indicated. Respondents who are e-bidding for the first time are strongly encouraged to contact DemandStar at 866-273-1863 or obtain assistance by e-mailing questions to Support@demandstar.com. Solicitation responses uploaded to DemandStar after the solicitation response due date and time shall not be considered. It is the sole responsibility of the respondent to ensure that its solicitation response is uploaded and

submitted before such date and time. The City of Largo is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

- d. The firm should retain a copy of all documents for future reference.
- e. All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature as indicated by the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)). Proof of corporate signer must be included with the submittal with the proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution.
- f. Failure to follow the instructions in the Request for Proposal is cause for rejection of offer.

### **Submission and Receipt of Proposals**

- a. Proposals must be received before the specified time as designated in the RFP. A list of firms who submitted proposals will be furnished, upon request.
- b. Proposals shall be submitted in a sealed envelope or electronically through the on-line services of Demandstar. If submitting an envelope, the envelope shall show the hour and date specified for receipt of RFP, the RFP number, and the name and address of the responder
- c. The City of Largo is not responsible for the U.S. Mail or private couriers, in regard to mail being delivered by the specified time so that a proposal can be considered.
- d. Email and Facsimile (FAX) proposals will not be considered however, proposals may be modified by email and FAX notice, provided such notices are received prior to the hour and date specified.
- e. Late proposals will be rejected.
- f. Proposals having any erasures or corrections must be initialed by the offeror in ink. Proposals shall be signed in ink. All amounts shall be typewritten or completed in ink.
- g. Overnight or Express mail should not be addressed to the PO Box.
- h. Debarment Form must be completed and attached to proposal.

### **Acceptance of Offer**

The signed proposal shall be considered an offer on the part of the proposer; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Blanket Purchase Order, or other contractual document.

The contract will be awarded to the most responsible and responsive proposer whose proposal best meets the minimum requirements, and criteria set forth in this RFP.

The City reserves the right to accept or reject any and all proposals or parts of proposals, waive minor informalities, and to request clarification of information from any proposer.

The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

Please see **Exhibit C** of this RFP for City's sample contract.

**Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the City's Contracts & Procurement Administrator. Should it be found necessary, a written addendum will be incorporated in the Request for Proposals and will become part of the Purchase Agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

**Right to Reject Proposals**

Right is reserved to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The City will not pay costs incurred by any proposer in the preparation of proposals.

**Compensation**

Compensation, which is determined to be fair, competitive, and reasonable will be considered during the negotiations of a final contract with the selected proposer.

**Payment**

Payment for the project will be on a lump sum basis.

**Fiscal Non-Funding Clause**

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Proposer of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

**Conflict of Interest**

Proposer acknowledges and certifies that this Agreement does not violate any ethics provision found in Chapter 112, Florida Statutes or Chapter 2, City of Largo Code of Ordinances, including but not limited to the prohibition against gratuities and kickbacks in Section 2-279, City of Largo Code of Ordinances.

The proposer certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the City of Largo, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposal amount.

Additionally, the proposer, on company letterhead, must divulge at the time of proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Largo who has a financial interest, as defined herein, in providing the goods or services specified in the proposal. The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

**Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity

crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **Options**

When the City requests proposals with options regarding the extent of services to be provided, the City requests all proposers to provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

The City reserves the right to engage more than one firm if it is believed that different firms might best serve the City's interests in performing different segments of the work (e.g., one firm to provide building estimates, and another to provide infrastructure estimates).

### **Subcontracting**

Where proposers do not have the "in-house" capability to perform work desired in the Request for Proposal, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. Therefore, the name(s) of any intended subcontractor(s) should be given in the Proposal.

### **Failure to Submit Proposal**

If you do not wish to submit a proposal, return the RFP and state reason; otherwise, your name may be removed from our mailing list.

### **Default of Contract**

In case of default by the proposer, the City may procure the services from other sources and hold the proposer responsible for any excess costs occasioned or incurred thereby.

### **Modification for Changes**

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the City unless made in writing by the Office of Performance and Budget.

### **Order or Precedence**

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Proposers and General Provisions; and (b) the minimum requirements.

### **Examination of Records**

The proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or

accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a proposer who is subject to these requirements and the proposer is required to so notify any such subcontractor(s).

### **Proposals Received**

All proposals received in response to this RFP become the property of the City.

### **Contacting or Soliciting from City Staff**

The proposer, including its agents and associates, shall refrain from contacting or soliciting any staff member or official of the City regarding this RFP upon the release of the RFP through the time of notification of award. Failure to comply with the provision may result in disqualification of the firm.

### **Hold Harmless**

The parties recognize that the Proposer is an independent contractor. The Proposer agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys. The Proposer's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against the City and the Proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

### **Qualifications of Proposer**

A proposer may be required, before the award of any contract, to show to the complete satisfaction of the City that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

### **Disqualification of Proposer**

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the proposers, and participants in such collusion will not be considered in future proposals for the same work.

**Licenses and Permits**

The Proposer shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Largo. The Proposer must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

**Provisions for Other Agencies**

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the proposal.

**Applicable Law and Venue**

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

**Public Records Responsibilities**

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Proposer on behalf of the City, Proposer shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Proposer does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Proposer be transferred to the City, Proposer shall transfer, at no cost, to the City, all Public Records in possession of Proposer within thirty (30) days of such request or (ii) if no such request is made by the City, Proposer shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Proposer transfers all Public Records to the City pursuant to (d)(i) above, Proposer shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Proposer keeps and maintains Public Records pursuant to (d)(ii) above, Proposer shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Proposer does not comply with a Public Records request, or does not

comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Proposer is acting on behalf of the City.

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Telephone number: (727) 587-6710 ext. 7003 E-mail address: dbruner@largo.com**

**Mailing address: City of Largo, Attn: City Clerk, P.O. Box 296, Largo, Florida 33779-0296**

#### **Attorney Fees**

In the event of legal action or other proceeding arising under this Contract, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

#### **Additional Information**

Additional information may be obtained from the Office of Performance and Budget, (727) 587-6740, or from the individual listed on the RFP cover letter.

Proposals received in response to this Request for Proposals are exempt from disclosure under the Public Records Law until such time as an award decision has been made known or until thirty days after the Proposal opening, whichever occurs earlier. Each proposer shall clearly mark each page of its proposal that contains trade secrets or other information which the proposer believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the "Sunshine Laws"). Disclosure of information marked according to the requirements of this section in response to a public records request will be determined by the City in its sole and absolute discretion and in accordance with the Florida laws, rules, and regulations. If there is no information marked as exempt by the proposer, the City will assume that the proposer does not claim that any portion of its proposal is exempt from disclosure under the Sunshine Laws.



**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT A**

**PART III  
SPECIFIC PROPOSAL REQUIREMENTS  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP#23-P-771**

**Format**

To assure consistency, proposals must conform to the following format:

- A. Proposer Information Form
- B. Table of Contents
- C. Introduction Letter
- D. Qualifications
- E. Other Information
- F. Cost & Time
- G. Reference Information Form
- H. Insurance Requirements Checklist
- I. Debarment Suspension Form
- J. Florida State Corporate Filing

**Section A – Proposer Information Form**

Use form provided as **EXHIBIT A**.

**Section B – Table of Contents**

Identify proposal material by section and page number.

**Section C – Introduction Letter**

Summarize the key points of the proposal; understanding of the scope of work; signed by an authorized official of the firm.

**Section D – Firms Qualifications, Experience and Capacity to Provide Services**

Please Provide:

1. A brief summary of the firm's background, years in business, and experience specific to the City's work required.
2. Number of full-time equivalent staff members by license type within each area of service (plan review, inspections, Building Official) that may be available during the course of the year (in region/available with reasonable notice).
3. Notice period required to provide staff.
4. Availability of staff to provide services throughout the year.
5. Staffing plan should vacancy occur with an assigned contractual staff member.

**EXHIBIT A**

6. Equipment staff will be provided with (vehicle, field equipment, etc.).
7. References – Provide three (3) Florida public client references for whom the firm provided similar services within the past three (3) years. For each reference, include the contact person's name, entity, title, address, phone number, and email address.
8. Conclusion – Briefly summarize why your Firm should be selected, including why your Firm is pursuing the City of Largo's business. In short, what makes your Firm different and why should the City select your Firm above all others.

**Section E - Other Information**

This section should address any other information necessary for a full understanding of your services. Please provide relevant information on any additional services offered by your firm.

**Section F – Cost and Time**

This section must clearly state the cost for Building Official Services (on site), Building Plans Examiner (on site), Building Inspection Services. For each category include hourly, daily and weekly rates.

**Section G – Reference Information Form**

Use form provided as **EXHIBIT B**.

**Section H – Insurance Requirements Checklist**

Use form provided as **EXHIBIT C**.

**Section I – Debarment Suspension Form**

Use form provided as **EXHIBIT D**.

**Section J – Florida State Corporate Filing**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature as indicated by the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)). Proof of corporate signer must be included with the submittal with the proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution.

EXHIBIT A

**EXHIBITS  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

## EXHIBIT A

**CITY OF LARGO, FLORIDA  
PROPOSER INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

The undersigned proposer does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

**IT IS THE PROPOSERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com)  
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY  
THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS ([www.sunbiz.org](http://www.sunbiz.org))  
Proof of corporate signer must be submitted with Proposal. If not submitted, proposer will  
be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate  
Resolution.**

PROPOSER NAME: \_\_\_\_\_  
TAX ID# SSN or EIN: \_\_\_\_\_  
PROPOSER ADDRESS: \_\_\_\_\_  
PURCHASE ORDER  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
EMAIL ADDRESS(REP): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

EXHIBIT B

**REFERENCE INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

Organization\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_

Project Cost\_\_\_\_\_Date Performed\_\_\_\_\_

~~~~~

Organization\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_

~~~~~

Organization\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_

~~~~~

Representative Typed Name/Title\_\_\_\_\_

Representative Signature\_\_\_\_\_

Firm\_\_\_\_\_

## EXHIBIT C

**INSURANCE REQUIREMENTS CHECKLIST**  
**FOR: Contractual Building Services RFP # 23-P-771**  
**Items marked "X" must be provided**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------------------|
| <u>X</u> | <b><u>General Liability</u></b>                                                                                                                                                                                                                                                                                                                                                                                   | <b><u>Minimum Limits Required</u></b> |                                                    |
|          | <u>x</u> Commercial General Liability                                                                                                                                                                                                                                                                                                                                                                             | \$ <u>2,000,000</u>                   | General Aggregate                                  |
|          | <u>x</u> Occurrence Form                                                                                                                                                                                                                                                                                                                                                                                          | \$ <u>1,000,000</u>                   | Product/Completed Operations Agg.                  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>1,000,000</u>                   | Personal & Advertising Injury                      |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>1,000,000</u>                   | Each Occurrence                                    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ _____                              |                                                    |
| <u>X</u> | <b><u>Automobile Liability</u></b>                                                                                                                                                                                                                                                                                                                                                                                |                                       |                                                    |
|          | Owned, Hired & Non-Owned                                                                                                                                                                                                                                                                                                                                                                                          | \$ <u>1,000,000</u>                   | Combined Single Limit per Occurrence               |
| <u>X</u> | <b><u>Worker's Compensation and Employer's Liability</u></b>                                                                                                                                                                                                                                                                                                                                                      | <b><u>Statutory</u></b>               |                                                    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>100,000</u>                     | Each Accident                                      |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>500,000</u>                     | Disease - Policy Limit                             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>100,000</u>                     | Disease - Each employee                            |
| <u>X</u> | <b><u>Professional Liability - Errors &amp; Omissions</u></b>                                                                                                                                                                                                                                                                                                                                                     | (*To be completed by Proposer)        |                                                    |
|          | * Deductible: \$ _____                                                                                                                                                                                                                                                                                                                                                                                            | \$ _____                              | Aggregate                                          |
|          | * Claims Made (Y/N): _____                                                                                                                                                                                                                                                                                                                                                                                        | \$ _____                              | Each Claim                                         |
|          | * Occurrence (Y/N): _____                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                                    |
|          | * Defense included in Limits (Y/N): _____                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                                    |
|          | <b><u>Builder's Risk/Installation Floater</u></b>                                                                                                                                                                                                                                                                                                                                                                 | (* To be completed by Proposer)       |                                                    |
|          | * Flood Included \$ _____ Limit                                                                                                                                                                                                                                                                                                                                                                                   | \$ _____                              | 100% of Completed or Installed Value All-Risk Form |
|          | * Transportation Included \$ _____ Limit                                                                                                                                                                                                                                                                                                                                                                          |                                       |                                                    |
|          | * Storage Included \$ _____ Limit                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                                    |
|          | <b>City Must Be A Named Insured. Copy of Policy Will Be Required.</b>                                                                                                                                                                                                                                                                                                                                             |                                       |                                                    |
|          | <b><u>Other</u></b>                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                                                    |
|          | _____                                                                                                                                                                                                                                                                                                                                                                                                             | \$ _____                              |                                                    |
|          | _____                                                                                                                                                                                                                                                                                                                                                                                                             | \$ _____                              |                                                    |
| <u>X</u> | The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Proposer/Subcontractor when applicable.                                                                                           |                                       |                                                    |
| <u>X</u> | Proposer/Subcontractor shall provide immediate notice of any Proposer/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP. Proposer/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s). |                                       |                                                    |
| <u>X</u> | Certificates must identify proposal number and proposal title.                                                                                                                                                                                                                                                                                                                                                    |                                       |                                                    |
| <u>X</u> | Subcontractors must carry same Insurance limits.                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                                    |
| <u>X</u> | Insurance Carrier should be A rated.                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                                    |
| <u>X</u> | The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP and/or any Purchase Order issued in accordance with this RFP                                                           |                                       |                                                    |

---

**Statement of Proposer: We understand the requirements requested and agree to comply fully.**

---

**Proposer - Authorized Signature**

**A complete copy of this form with original signature must accompany RFP**

**Proposal #23-P-771**

**Page 19 of 17**

## EXHIBIT D

**DEBARMENT SUSPENSION**  
**PROPOSER RESPONSIBILITY CERTIFICATION**

The Proposer certifies that neither the Proposer nor any person associated with the Proposer in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of public funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from government transactions by any federal, state or local governmental entity;

(b) is presently on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel;

(c) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; or

(e) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor about which any of the foregoing paragraphs (a) through (e) are true.

\_\_\_\_\_  
**Proposer Name**

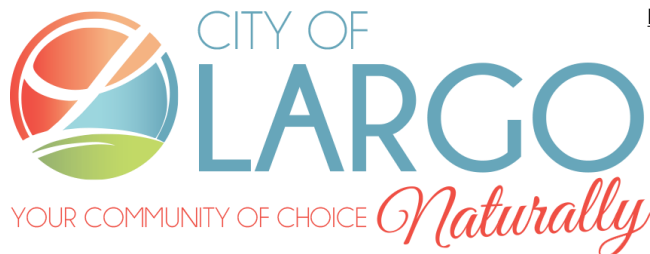
By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

As Its: \_\_\_\_\_



EXHIBIT \*\*



**ADDENDUM #1  
TO  
RFP #23-P-771  
CONTRACTUAL BUILDING SERVICES**

**TO: Potential Proposers**

**FROM: Joan Wheaton, Procurement Analyst**

**DATE: November 1, 2022**

**PLEASE NOTE THE FOLLOWING INFORMATION REGARDING RFP #23-P-771**

**CLARIFICATION:**

Three references is not a minimum requirement, but is a scored criteria, and as such, listing only one reference will likely be reflected in the scores assigned by the City's evaluation committee for this RFP

~~~~~  
**Please return the signed original of this Addendum #1 with your RFP package.**

I have read and understand the Addendum to: RFP#23-P-771

Signature

Firm

Typed Name and Title

**IT IS BIDDERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com) for  
ADDENDUMS BEFORE SUBMITTAL**



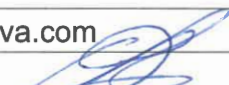
**EXHIBIT A**

**CITY OF LARGO, FLORIDA  
PROPOSER INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

The undersigned proposer does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

**IT IS THE PROPOSERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com)  
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS ([www.sunbiz.org](http://www.sunbiz.org))**  
**Proof of corporate signer must be submitted with Proposal. If not submitted, proposer will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution.**

PROPOSER NAME:	Nova Engineering and Environmental
TAX ID# SSN or EIN:	26-0347209
PROPOSER ADDRESS:	4524 Oak Fair Blvd. Suite 200, Tampa, FL 33610
PURCHASE ORDER ADDRESS:	PO Box 745663 Atlanta, GA 30374
PHONE NUMBER:	813-623-3100
COMPANY WEB SITE:	usanova.com
COMPANY CONTACT (REP):	Dany Romero
EMAIL ADDRESS(REP):	dromero@usanova.com
SIGNATURE:	



# **Table of Contents**

LETTER OF TRANSMITTAL

SECTION A INTRODUCTION LETTER

SECTION B QUALIFICATIONS & EXPERIENCE

SECTION C APPROACH TO WORK

SECTION D COST AND TIME

SECTION E REFERENCES

SECTION F INSURANCE

SECTION G DEPARTMENT SUSPENSION FORM

SECTION H FLORIDA STATE CORPORATE FILING



November 16, 2022

City of Largo  
201 Highland Ave  
Largo, Florida 33770

**Letter of Transmittal  
City of Largo Contractual Building Services  
RFP No.: 23-P-771**

Dear Office of Performance and Budget,

**NOVA Engineering and Environmental, LLC (NOVA)** appreciates the opportunity to submit our Proposal to Provide building code inspection and plans review services for the City of Largo as needed for this on-call contract. We are confident that ours is the best firm to provide the services required because:

- **Proximity** – Our firm has provided Certified Building Official (CBO), Plan Review, and Inspection services for different municipal entities in the state of Florida since 2002. With our branch office located in Tampa, as well as inspectors that reside in Pinellas County, NOVA will be able to provide local responsive service as needs arise on short notice.
- **Quality, Experience and Proven Management Approach** – NOVA has held over 50 outsourced permitting, code compliance and building inspection contracts with more than 30 municipalities in Georgia and Florida. Our deep experience in this market has allowed us to develop the best practices that result in a more efficient process, while maintaining the responsiveness and quality of services expected by the City of Largo. However, we understand that no two jurisdictions are alike, and each community we serve requires a customized solution delivered by a licensed and certified team.
- **Experience of Proposed Team** – NOVA offers one of the most qualified and experienced staffs in Florida. Our proposed team members are well-trained, licensed, and have local experience in the key roles of Certified Building Official (CBO), Plan Review, and Inspection services. These individuals have extensive experience partnering with local and state governments, as well as an intimate familiarity with the needs of the City. Our professional engineers, technicians, and inspectors will utilize their expertise and training to successfully complete the projects of this contract.
- **Understanding of the City's Objectives** – The goal of any municipality is the to provide its citizens quality service, safety, and security. NOVA is committed to ensuring that the building code programs of the state and municipality are enforced fairly and equally across all sectors of the community. We will see that these codes are performing efficiently, and that the citizens and businesses of the City are professionally and responsively served.
- **Corporate Resources** – With over 450 employees in the southeast, NOVA has the staff, equipment, and resources to assist as required by Largo.

NOVA understands that the City of Largo is seeking professional Plan Review and Inspection services as required and requested for an on-call contract. Potential projects will be related to building, accessibility, structural, roofing, plumbing, electrical, gas, or mechanical for commercial and residential construction as outlined in the Florida Building Code. We pride ourselves on using our notable experience to “think outside-the-box”. Our innovative approach will ultimately result in significant cost and time savings for the City. The regional manager of NOVA's Tampa branch Dany Romero, PE has the authority to submit this proposal on behalf of NOVA Engineering & Environmental, LLC in response to the Request for Quotations dated August 20, 2021 to provide as-needed Plan Review and Inspection services for the City of Largo.



This contract with the City of Largo, and any subsequent service to be performed as a result, will be provided and managed by **NOVA's office located at 4524 Oak Fair Blvd., Suite 200, Tampa, Florida 33610**. This local team is prepared to meet with you if requested and begin work immediately upon contract award. We look forward to working with your team on this exciting project. If you have any questions or need further assistance, please contact Dany Romero, PE as mentioned below.

Sincerely,

**NOVA ENGINEERING AND ENVIRONMENTAL, INC.**

A handwritten signature in blue ink, appearing to read "Dany Romero", is positioned above the printed name and title.

Dany Romero, PE  
Regional Manager



## SECTION B. QUALIFICATIONS & EXPERIENCE

NOVA was recently named one of the Top 50 Design Firms in the Southeast by Engineering News Record. The firm originally provided Environmental Consulting, Geotechnical Engineering, and Materials Testing and Special Inspection Services to the design and construction community, primarily in the southeastern United States. We have grown significantly since our inception in 1996. The NOVA staff now includes Registered Professional Engineers, Registered Professional Geologists, Environmental Scientists, Soil/Foundation Engineers, Laboratory Specialists, Materials Technicians, ICC-Certified Inspectors, and NICET-Certified Technicians. We currently have over 450 professional and administrative personnel located between our 18 offices:

- Atlanta (Kennesaw), Georgia
- Athens (Bogart), Georgia
- Buford, Georgia
- Norcross, Georgia
- Greenville, South Carolina
- Charlotte, North Carolina
- Panama City Beach, Florida
- Fort Lauderdale, Florida
- Fort Myers, Florida
- Miami, Florida
- Orlando, Florida
- Pensacola, Florida
- Raleigh, North Carolina
- Tallahassee, Florida
- Tampa, Florida

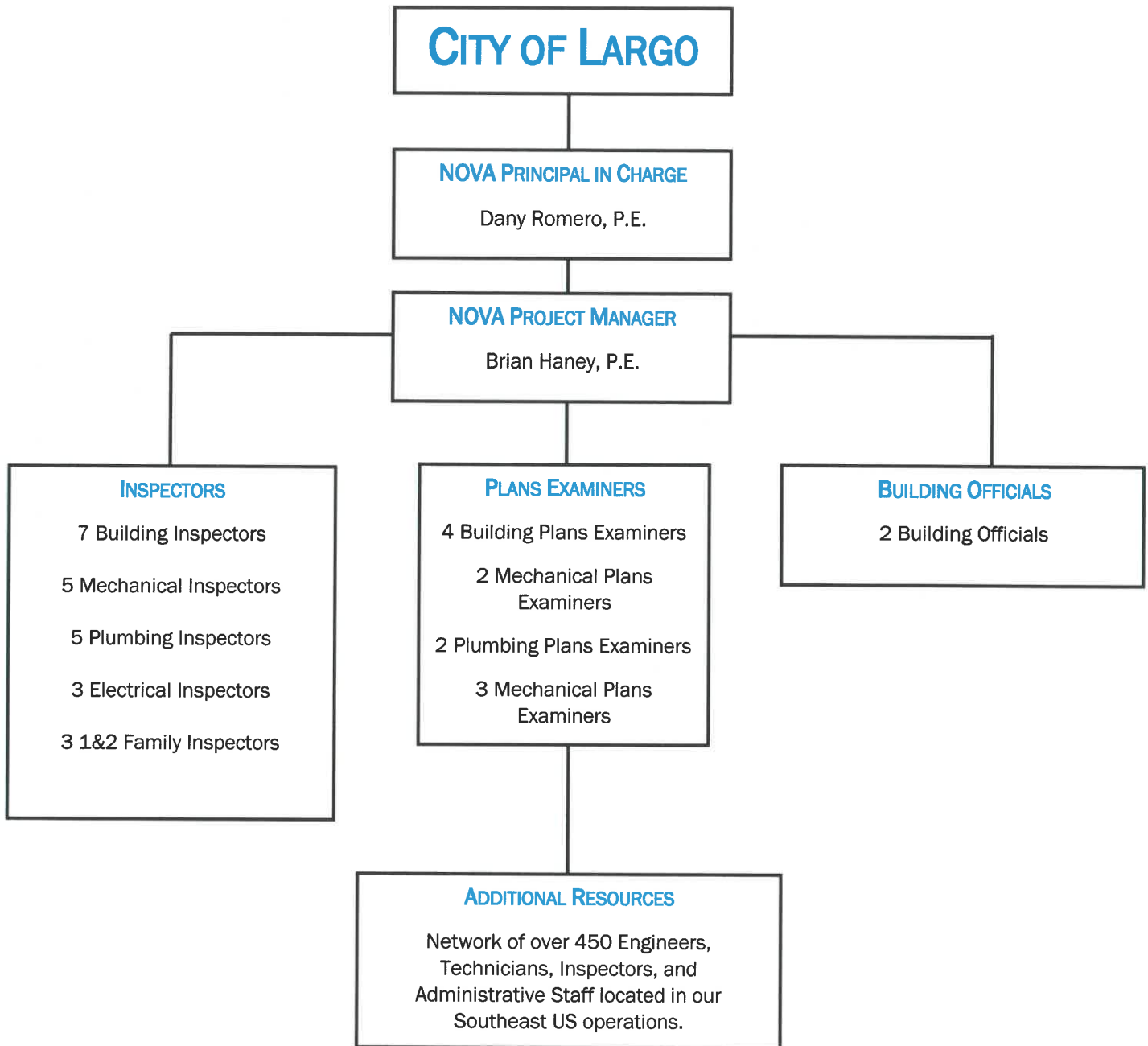


We understand that the City of Largo needs a firm with experienced Plan Reviewers and Building Inspectors that can be responsive to the City as needed for this on-call contract. Due to its convenient location, NOVA has selected our top-quality team in Tampa, Florida to manage this contract and perform the required services. If needed, this team has the support of 7 additional Florida offices. This means that there are over 100 professionals ready to begin work immediately upon award of this contract. NOVA also has a national network of more than 450 staff members. The Tampa team can and will utilize our company-wide personnel and resources to complete any projects if required.

Our staff can respond to requests for inspection and plan review services given a 48-hour notice. Building official services requires a two-week notice. Staffing for building plan review and inspections services is available year-round, excluding all major holidays. In the event a staff member assigned to the City of Largo is unavailable, a suitable replacement will be assigned. All field staff are provided with a company vehicle and cell phone. References are provided in Exhibit B on the form provided by the City of Largo. Further references are available upon request.

The firm, and more specifically the team at this location, have provided Certified Building Official (CBO), Plan Review, and Inspection services in Florida for over 16 years. Our Plan Reviewers and Code Inspectors are certified in multiple disciplines, including fire, life safety, and ADA. Their well-rounded expertise reduces inefficiencies by diminishing the need for outsourcing, thus decreasing cost, time, and personnel. The following delineates the roles of each proposed team member for any future projects with the City of Largo:





NOTE: INSPECTOR NAMES AND LICENSES IN ACCORDANCE WITH FLORIDA STATUTE 468 XII TO BE PROVIDED UPON REQUEST AS SPECIFIC DISCIPLINES ARE NEEDED BY THE CITY.



## SECTION C. APPROACH TO WORK

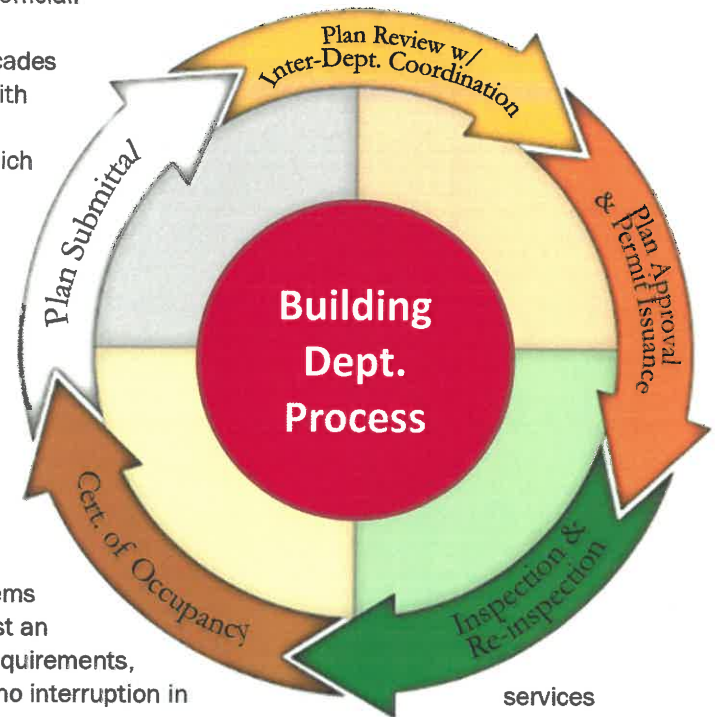
NOVA's professionals have served as municipal employees and as consultants to municipalities, so they truly understand the needs of the City. Our team thoroughly understands the requirements and potential challenges of the services necessary for this on-call contract with the City of Largo. We have an impeccable reputation for having and maintaining an in-depth knowledge of building codes. Our proposed team of professionals have successfully provided Certified Building Official (CBO), Plan Review, and Inspection services in the state of Florida for several hundred collective years. **Each professional to be assigned to this contract have the relevant experience, industry required certifications and/or licenses to perform the work.**

### PROPOSAL TO FULFILL THE REQUIREMENTS OF THE SCOPE OF SERVICES

NOVA will provide professional Building Code services on commercial, residential and accessory structures within the City of Largo as directed by a designated City official.

NOVA's philosophy is quite simple and based on our decades of experience in the marketplace. We treat our clients with dignity, civility, and respect while communicating and collaborating continually. This is a fundamental truth which will almost certainly lead to favorable outcomes on a consistent basis.

The following sections provide a general overview as to how we will handle this contract for the City, whether we're performing Building Inspections or we're responsible for the entire Building Department. Please note however that given the limited information provided regarding permit volume and construction, current and projected staffing needs, etc. it is not possible to definitively state the process(es) and requirements that should be considered for the City's specific needs. We can adjust our procedures and systems to meet the needs of the City of Largo, and would request an initial kick-off meeting after contract award to discuss requirements, existing systems & protocols, etc. This way there will be no interruption in from the first day work commences.



**Plan Review:** NOVA's comprehensive, third-party Plan Review services provide a multi-disciplinary review of proposed construction documents, independent from design professionals. They are intended to identify design and/or code-related deficiencies, improve constructability, reduce liability, and expedite the Building Department's plan review process. Our staff of expert Professional Engineers, Master Code Professionals, and Certified Plan Examiners have a comprehensive approach to help design teams and owners develop safe and efficient buildings that comply with all applicable building codes and evaluate plans.



NOVA's Plan Review Services encompass established trade standards and best practices which focuses on areas that have historically created problems for builders during construction and at turnover. Our experienced Plan Examiners focus on the design/construction elements listed below during the review process:

- Building Envelopes
- Structural, Mechanical, Electrical, and Plumbing Systems
- Energy Code Calculation, Input Data Summary, and Load Sizing Calculation Methods
- Vibration Isolation and Noise Control Systems
- ADA/Fair Housing Compliance
- Code Enforcement and Signage
- Reinforcing Steel Coverage and Corrosion Protection Systems
- Balcony Construction and Drainage
- Railings, Grout, and Waterproofing
- Fire Partitions and Rated Shaft Walls
- Roofing, Waterproofing, and Deck Coatings
- Planters, Drainage, and Irrigation Systems

**Municipal Outsourcing:** NOVA provides professional support services to meet the fluctuating demands of municipalities. Qualified professionals at NOVA can provide support staff to supplement existing municipal operations or provide the entire staff needed to manage and operate every aspect of a building department. At NOVA, we pride ourselves on having the ability to custom tailor our support services to the exact needs of each municipality that we serve.

Our firm offers proven client service and technical expertise, from permit processing and expediting plan review services to inspections and building official support. NOVA has provided plan review, code compliance inspections, and municipal support services to numerous municipalities and school districts. Our staff consists of Building Code Administrators (Building Officials), Certified Plans Examiners, Multi-disciplined Licensed Inspectors (1 and 2 Family, Building, Mechanical, Electrical, and Plumbing), and Disaster Damage Assessment Professionals.

**Coordination and Communication:** Effective communication eliminates 90% of potential problems before they arise. NOVA staff will communicate with engineers, contractors, and the City to provide information and resolution to issues as they come about during this contract. NOVA will also coordinate with City staff, design professionals, and building permit applicants to ensure the timely completion of plan review. Services will be performed in a professional and timely manner in accordance with requirements established by The City of Largo.

NOVA's staff will work closely with City departments regarding plan review and approval and permit issuance, verifying that plans flow smoothly between departments and concurrent review by departments (such as Planning and Zoning, Land Development, or the Fire Marshall) are completed where feasible. Findings on approval, approval modifications, or denial of plans will be clear and specific.

**Staffing Plan:** NOVA's entire staff of plans examiners is dedicated to knowing and adhering to the most recent and applicable building codes while serving our clients in a professional and timely manner. Our staffing approach will depend on the scope of work ultimately required by The City of Largo. Qualified part-time or full-time inspectors may be required. If the City needs full building department staff, our personnel will include a Certified Building Official, Plan Reviewers and Inspectors.



As previously stated, **NOVA** proposes to utilize one multi-certified Special Inspector throughout the project. If needed, additional personnel will supplement the required inspections and tests as the individual tasks or inspections dictate. The Lead Special Inspector will:

- Coordinate required inspections
- Perform required site inspections
- Ensure proper verbal and written communication of field personnel
- Ensure daily field reporting is presented to completion in a timely manner
- Notify proper design and construction team representatives as discrepancies are discovered
- Prepare and track discrepancies until resolved
- Report regularly to the City and NOVA Project Manager to ensure client satisfaction and technical accuracy

**Inspection Process:** NOVA will provide building code inspection services on residential, commercial, industrial, and accessory structures within The City of Largo. This will include inspections of structural, general building, roofing, plumbing, electrical, accessibility, and mechanical requirements. We will maintain records of our inspections and investigations and prepare written reports, as necessary and required by the City, State, and International Building Code.

**Management:** Mr. Romero and Mr. Haney have worked together on dozens of projects and contacts. These individuals have an excellent working relationship and are accustomed to communicating with each other daily. Prior to commencement of work, our Principal-in-Charge and Project Manager will meet City personnel to discuss the specific goals and procedures for this contract. This will ensure that expected outcomes are met, if not exceeded, and that resources are allocated in the most efficient manner possible.

**Reporting:** NOVA's professional staff is required to prepare daily and project specific inspection activity reports for use by the City and the NOVA project management team. They are used to determine proper staffing levels, monitor response time, assure quality, and preserve the efficiency of any personnel providing professional services.

**Anticipated Response Time:** As a normal course of business, the NOVA's team is accustomed to responding on short notice. NOVA understands that the City of Largo will request the necessary services on the prior day.

Our team of multi-certified inspectors and engineers are unmatched in flexibility and responsiveness. They can provide numerous types of inspection and plan review services. This typically results in a cost and time savings for our clients because extra time is not spent mobilizing additional resources to the project site. We commit our Tampa staff and our company's vast resources to ensuring that you receive the level of service you desire.

**Field Procedures:** Our Project Manager, Brian Haney, will communicate with our designated inspectors on a daily basis to ensure the assigned staff are readily available and able to accomplish the required tasks. Our staff can be contacted via phone and email. Meetings can be scheduled at the public's leisure to review findings or discuss any questions or concerns that may arise. Our staff and back up staff are equipped with vehicles that are regularly maintained and serviced. In the event of unforeseen delays any inspection requests, the person making the request will be notified of the delay and a secondary back up inspector will be identified and notified and dispatched when available.

#### ITEMIZED LIST OF SERVICES TO BE PROVIDED

NOVA understands that The City of Largo is seeking professional Plan Review and Inspection services as required and requested for an on-call contract. Potential projects will be related to building, accessibility, structural, roofing, plumbing, electrical, gas, or mechanical for commercial and residential construction as outlined in the Florida Building Code.



**Responsibilities will include, but not be limited to the following:**

- Plans Review Services and Building Inspection services
  - Plans review services for commercial and residential projects including structural, mechanical, electrical, plumbing, gas, and building review for conformance to FEMA/NFIP Standards and Local Floodplain regulations.
  - Inspection services for commercial, single, and multi-family structures for mechanical, electrical, plumbing, gas, building, and threshold inspections
  - Disaster damage assessment professionals
  - Related reports
- Review plans for compliance with submittal requirements and all applicable codes
- Contact and/or respond to questions and concerns from City staff, contractors, property owners, or other stakeholders
- Provide and enter data into City's permitting software that processes, tracks, and monitors permit, plan review, and inspection activity.
- Conduct inspections and enforce the City's Ordinances, applicable State codes, and FEMA regulations
- Provide personnel with excellent customer service skills during the City's business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, except for City holidays
  - Although not typical, services may be requested beyond normal business hours
- Provide, maintain, and insure in accordance with City requirements, the vehicles necessary to perform the services set forth herein or requested by the City
  - All such vehicles shall be kept well maintained, clean, free of damages, and in safe operating conditions
  - Possess a valid Florida driver's license and be able to operate a motor vehicle.
- All personnel shall wear uniforms or professional attire that are clean, neat and free of tears or holes and logos or graphics other than NOVA identification or logo.
- As the amount of development and the number of permits fluctuate, the City does not guarantee any certain level of work that may be assigned
  - NOVA understands that staffing may need to be adjusted accordingly from time to time
- All services must be performed in accordance with all applicable federal, state, and local regulations and statutes and the Florida Building Code
- Assure that the designated staff, including sub-consultants (if any), is used for this project
  - Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made with the prior written approval of the City
- Provide a Conflict of Interest statement prohibiting the offeror from engaging in sections of buildings whereby same or any member of NOVA has prepared any plans, drawing, or other design services for that project





## SECTION D. COST AND TIME

<u>Item</u>	<u>Costs</u>	
<b>Building Official Services (on site)</b>	Hourly	\$125
	Daily	\$925
	Weekly	\$4,625
<b>Building Plans Examination (on site)</b>	Hourly	\$110
	Daily	\$825
	Weekly	\$4,125
<b>Building Inspection Services</b>	Hourly	\$90
	Daily	\$720
	Weekly	\$3,600

1. All rates are portal to portal.
2. Hourly rate is subject to a 3-hour minimum.
3. After normal business hours (8am to 5pm), Saturdays, and Sundays will be billed at a 1.5X multiplier.
4. Daily rate is based upon an 8-hour workday. Additional hours will be billed at the above hourly rates.
5. Weekly rate is based upon an 8-hour workday Monday-Friday.



## SECTION E. REFERENCES


## EXHIBIT B

**REFERENCE INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

Organization Hillsborough County  
Contact Person John Barrios  
Address 601 E. Kennedy Blvd  
City Tampa State FL Zip 33602  
Phone Number (813-272-5600)  
Project Cost >\$1,000,000 Date Performed 2013-Present

Organization City of Clearwater  
Contact Person Dana Root  
Address 100 S Mvrtle  
City Clearwater State FL Zip 33756  
Phone Number (727-562-4567)

Organization Polk County  
Contact Person John Schmidt  
Address 863-534-5920  
City 330 W Church St State FL Zip 33830  
Phone Number (863-532-6080)

Representative Typed Name/Title Dany Romero - Regional Manager  
Representative Signature   
Firm Nova Engineering and Environmental





## SECTION F. INSURANCE

## EXHIBIT C

**INSURANCE REQUIREMENTS CHECKLIST**  
**FOR: Contractual Building Services RFP # 23-P-771**  
**Items marked "X" must be provided**

<u>X</u>	<b><u>General Liability</u></b>	<b><u>Minimum Limits Required</u></b>	
	<u>X</u> Commercial General Liability	\$ 2,000,000	General Aggregate
	<u>X</u> Occurrence Form	\$ 1,000,000	Product/Completed Operations Agg.
		\$ 1,000,000	Personal & Advertising Injury
		\$ 1,000,000	Each Occurrence
		\$	
<u>X</u>	<b><u>Automobile Liability</u></b>		
	Owned, Hired & Non-Owned	\$ 1,000,000	Combined Single Limit per Occurrence
<u>X</u>	<b><u>Worker's Compensation and Employer's Liability</u></b>	<b><u>Statutory</u></b>	
		\$ 100,000	Each Accident
		\$ 500,000	Disease - Policy Limit
		\$ 100,000	Disease - Each employee
<u>X</u>	<b><u>Professional Liability - Errors &amp; Omissions</u></b>	(*To be completed by Proposer)	
	* Deductible: \$ 200,000	\$ 2,000,000	Aggregate
	* Claims Made (Y/N): <u>N</u>	\$ 1,000,000	Each Claim
	* Occurrence (Y/N): <u>Y</u>		
	* Defense included in Limits (Y/N): <u>Y</u>		
<u>N/A</u>	<b><u>Builder's Risk/Installation Floater</u></b>	(* To be completed by Proposer)	
	* Flood Included \$ _____ Limit	\$ _____	100% of Completed or Installed Value All-Risk Form
	* Transportation Included \$ _____ Limit		
	* Storage Included \$ _____ Limit		
	<b>City Must Be A Named Insured. Copy of Policy Will Be Required.</b>		
	<b><u>Other</u></b>		
	_____	\$ _____	
	_____	\$ _____	
<u>X</u>	The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Proposer/Subcontractor when applicable.		
<u>X</u>	Proposer/Subcontractor shall provide immediate notice of any Proposer/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP. Proposer/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).		
<u>X</u>	Certificates must identify proposal number and proposal title.		
<u>X</u>	Subcontractors must carry same Insurance limits.		
<u>X</u>	Insurance Carrier should be A rated.		
<u>X</u>	The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP and/or any Purchase Order issued in accordance with this RFP		

Statement of Proposer: We understand the requirements requested and agree to comply fully.

Proposer - Authorized Signature 

A complete copy of this form with original signature must accompany RFP

Proposal #23-P-771

Page 19 of 17



## SECTION G. DEBARTMENT SUSPENSION FORM

## EXHIBIT D



## DEBARMENT SUSPENSION

## PROPOSER RESPONSIBILITY CERTIFICATION

The Proposer certifies that neither the Proposer nor any person associated with the Proposer in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of public funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from government transactions by any federal, state or local governmental entity;

(b) is presently on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel;

(c) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; or

(e) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor about which any of the foregoing paragraphs (a) through (e) are true.

NOVA ENGINEERING

Proposer Name

By: 

Signature

DANY ROMERS

Printed Name

As Its: REGIONAL MANAGER



## SECTION H. FLORIDA STATE CORPORATE FILING



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

### Filing Information

**Document Number** M07000004372  
**FEI/EIN Number** 26-0347209  
**Date Filed** 07/23/2007  
**State** DE  
**Status** ACTIVE  
**Last Event** LC STMNT OF RA/RO CHG  
**Event Date Filed** 09/11/2019  
**Event Effective Date** NONE

### Principal Address

1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Changed: 09/07/2022

### Mailing Address

1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Changed: 09/07/2022

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S PINE ISLAND RD  
PLANTATION, FL 33324

Name Changed: 09/11/2019

Address Changed: 09/11/2019

### Authorized Person(s) Detail

#### **Name & Address**

Title MANAGER, CEO, DIRECTOR, CHAIRMAN

WAHLEN, ERIC S.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title MANAGER, CHIEF FINANCIAL OFFICER, DIRECTOR

MAGGARD, JOHN D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title MANAGER, VICE PRESIDENT, DIRECTOR

HUGHES, ROBERT E.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title MANAGER, SECRETARY, TREASURER, DIRECTOR

HALL, TIMOTHY L.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

WILLENBORG, J. STEPHEN  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

BROWN-RALL, MICHELE D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

JOHNSTON, MARC D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

NIEHOFF, JAMES W.

1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

HOUSEMAN, KENNETH D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

LAWRENCE, JR., WILLIAM L.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

HILL, JASON D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

ROMERO, DANY  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

BRYANT, STEPHEN R.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

**Annual Reports**

Report Year	Filed Date
2021	02/08/2021
2022	03/14/2022
2022	09/07/2022

**Document Images**

<a href="#">09/07/2022 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2022 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2021 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/06/2020 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>





**ADDENDUM #1  
TO  
RFP #23-P-771  
CONTRACTUAL BUILDING SERVICES**

**TO: Potential Proposers**

**FROM: Joan Wheaton, Procurement Analyst**

**DATE: November 1, 2022**

**PLEASE NOTE THE FOLLOWING INFORMATION REGARDING RFP #23-P-771**

**CLARIFICATION:**

Three references is not a minimum requirement, but is a scored criteria, and as such, listing only one reference will likely be reflected in the scores assigned by the City's evaluation committee for this RFP

~~~~~  
**Please return the signed original of this Addendum #1 with your RFP package.**

I have read and understand the Addendum to: RFP#23-P-771

Signature

Firm

Nova Engineering and Environmental

Typed Name and Title

Dany Romero - Regional Manager

**IT IS BIDDERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com) for  
ADDENDUMS BEFORE SUBMITTAL**





PO Box 296  
Largo, FL 33779  
**LARGO.COM**

Office of Performance and Budget  
201 Highland Avenue  
Largo, Florida, 33770

**Mr. Gregg Lamb,**

With approval by the awarded contractor, the City of Largo agrees to make the prices submitted in accordance with RFP 19-P-689 available to the City of Haines City.

Government agencies, departments, and municipalities take full responsibility for their own ordering and invoicing; and are not acting as a representative of the City of Largo.

If you have any questions or require additional documentation, please feel free to contact me.

Respectfully,  
Mecca Serfustini  
Contracts & Procurement Manager  
[mserfustini@largo.com](mailto:mserfustini@largo.com)



YOUR COMMUNITY OF CHOICE  
*Naturally*



## **AGREEMENT FOR PIGGYBACK PURCHASE**

**THIS AGREEMENT FOR PIGGYBACK PURCHASE** is made and entered into by and between the City of Haines City, Florida, a Florida municipal corporation ("County") located at 620 East Main Street, Haines City, Florida 33844, and Nova Engineering and Environmental, LLC, a Foreign Limited Liability Company, with its principal address at 1958 Monroe Drive NE, Atlanta, GA 30324, a Florida corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Vendor").

**WHEREAS**, the Vendor entered into a Services Agreement with the City of Largo, Florida, which had requested proposals pursuant to RFP # 23-P-771 ("RFP") for contractual building services on the 21<sup>st</sup> day of February, 2023 for Building Inspector and Plan Examiner services ("Agreement"); and

**WHEREAS**, the Agreement is eligible for piggyback purchases; and

**WHEREAS**, the City desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:**

The City and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the City's purchases of Building Inspector and Plan Examiner services from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof. The Vendor shall comply with the Affidavit of Compliance with Section 287.138 And 787.06, Florida Statutes, attached hereto and incorporated herein as Exhibit A. The effective date shall be the date the City Commissioners awarded the Agreement to the Vendor.

In the event this Agreement is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**NOVA ENGINEERING AND  
ENVIRONMENTAL, LLC,**

**a \_\_\_\_\_ limited liability company**

\_\_\_\_\_  
Signed By:  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signed By:  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2025

**CITY OF HAINES CITY, FLORIDA,**

a Florida municipal corporation

\_\_\_\_\_  
By Morris L. West, Mayor-Commissioner

**ATTEST:**

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

Approved As To Form And Legality:

\_\_\_\_\_  
Fred Reilly, City Attorney  
Date: \_\_\_\_\_, 2025

**EXHIBIT A**

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06,  
FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title)\_\_\_\_\_ of Nova Engineering and Environmental, LLC, a Foreign Limited Liability Company, with its principal address at 1958 Monroe Drive NE, Atlanta, GA 30324, a Florida corporation authorized to do business in the State of Florida, (hereinafter referred to as the “Vendor”).
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, 2025 (Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

---

Notary Public Signature

---

Printed Name of Notary Public

---

Notary Commission Number/Expiration





# HAINES CITY

---

WWW.HAINESCITY.COM

---

## **CITY COMMISSION** **MEMORANDUM**

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

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

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

**Date:** July 3, 2025

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

### **Executive Summary**

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

Staff contact: Richard Greenwood, Development Services Director

### **Introduction**

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

### **Background**

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

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

As this property is located in the Green Swamp Area of Critical State Concern, the land use amendment request has been considered a Large-Scale amendment even though it is below 50 acres, and has been

transmitted to the state for a state-coordinated review. The following recommendation has been provided by the Florida Department of Transportation:

1. The Department recommends improving network connectivity around or at the site.

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

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

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

The City Commission unanimously voted to forward a review to the state in regards to this agenda item on April 3<sup>rd</sup>, 2025.

**Organizational Goal(s)**

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

**Budget Impact**

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

**Recommendation**

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

**ORDINANCE NO. 25-2098**

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

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

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

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

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

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

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

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

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

CONTAINING 1.1+/- ACRES, MORE OR LESS.

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

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

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

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

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

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

CONTAINING 1.1+/- ACRES, MORE OR LESS.

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

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

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

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

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

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Omar Arroyo, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**PASSED AND ENACTED** on second reading in regular session of the City Commission of the City of Haines City, this 3<sup>rd</sup> day of July, 2025

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Morris West, Mayor-Commissioner

**APPROVED AS TO FORM AND CORRECTNESS:**

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





# HAINES CITY

---

WWW.HAINESCITY.COM

---

## CITY COMMISSION

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

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

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

**Date:** July 3, 2025

**Subject:** Ordinance No. 25-2105 – Major Modification of the RPUD for Scenic Terrace North – First Reading

### Executive Summary

Approve Ordinance No. 25-2105, regarding a major modification to the RPUD for Scenic Terrace North on first reading.

Staff Contact: Richard Greenwood, Development Services Director

### Introduction

The intent of this item is to consider approval of Ordinance No. 25-2105, regarding a major modification to the Scenic Terrace North RPUD, by including 27 additional lots of which only 12 lots meet current RPUD standards.

### Background

Absolute Engineering, Inc., on behalf of the property owner, Albert B. Cassidy, applied for a Major Modification to the Scenic Terrace North RPUD plan (Ordinance 22-1785). The Polk County Property Appraiser Parcel number for the proposed land, including additional lots are: 272809-822005-022140; 272809-822005-022150; 272809-822005-022160. Said Major Modification affecting certain parcels contains approximately 8.4781+/- acres and is located north of Hughes Road, south of Floyd, and west of Scenic Highway (SR 17), Haines City Florida 33844.

This proposed major modification for the planned unit development will include 27 additional lots alongside the retention and recreation area. Of the proposed additional lots, all lots will meet current residential planned unit development standards of width which is 60%, 52-foot lots, 20%, 60-foot lots, and 20%, 70-foot lots. There will be 15 lots of 52' in width, 6 lots of 60' in width, and 6 lots of 70' in width. Likewise, only 12 lots of the proposed lots will meet current lot depth standards of 115' and rear

setback of 15. Of the proposed 27 lots, 15 lots will have a depth of 110' due to physical restraints and a rear setback of 11.25'. The rear setback adjustment is undergoing an administrative waiver process. An adjustment to the recreation area of 4.25 acres has been reduced to 4.19 acres, which still complies with the minimum standards of neighborhood recreation space in our Land Development Regulation (Sec. 13.3.7).

On June 9, 2025, the Planning Commission heard this request and voted unanimously to forward this matter to the City Commission for approval.

#### **Relevant Project Data & Proposed Standards**

- Number of Units - Maximum of 357 total (27 lots this modification)
- Roadways - 22 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 22-foot-wide interior streets.
- Landscaping - All City codes for landscaping will be met or exceeded.
- Neighborhood Park/Open Space – 4.19 +/- acres
- Setbacks:
  - Front- 15 feet
  - Garage - 20 feet
  - Rear - 15 feet & 11.25 feet
  - Interior Side – 6 feet
  - Front Side (Corner)- 15 feet
- Accessory - 5 feet
- Minimum Unit Width – 52 feet
- Minimum Lot Depth – 110 feet & 115 feet
- Maximum Impervious Surface Ratio – not to exceed 50%
- Minimum Living Space – A maximum of 10% of the units having a minimum living space area of 1,250 sf, 90% will have a minimum of 1,400 SF living space area.
- Minimum Garage Size – 400 square feet

#### **Development Summary**

- Modification Area of Project Size – 8.47+/-
- Estimated Taxable Value - \$2,700,000 (assuming 27 units @ \$100,000)
- Estimated City Tax Receipts - \$20,491.65 (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 the 2024-2025 fiscal year.

#### **Recommendation**

Staff recommends approval of Ordinance No. 25-2105, on first reading, regarding a major modification to the Scenic Terrace North RPUD, by including an increase of 27 units and recreation space reduction, with the following conditions:



1. The recreational amenities should be identified and detailed on site construction plans prior to approval.
2. All other requirements set forth in Ordinance No. 22-1785 shall be made part of this Ordinance No. 25-2105.



**ORDINANCE NO. 25-2105**

**AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA, AMENDING ORDINANCE NO. 03-1060, BY AMENDING THE ZONING MAP OF THE CITY FOR A MAJOR MODIFICATION TO THE SCENIC TERRACE NORTH DEVELOPMENT RESIDENTIAL PLANNED UNIT DEVELOPMENT(RPUD); PROPERTY PARCELS ARE LOCATED NORTH OF HUGHES ROAD, SOUTH OF FLOYD ROAD, AND WEST OF SCENIC HIGHWAY (SR 17), HAINES CITY, FL; 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 applicant has requested a Major Modification to the RPUD for Scenic Terrace North subdivision, (Ordinance No. 22-1785), to include 27 lots at the current RPUD standards and affects 8.47+/- acres of the project; and

**WHEREAS**, the Haines City Planning Commission, at an advertised public hearing

on April 14, 2025, as required by Chapter 21 of the Land Development Regulations, has reviewed, heard public input, and recommended that the City Commission amend the Zoning Map for the requested Major Modification to the Residential Planned Unit Development (RPUD); and

**WHEREAS**, the Haines City Planning Commission, at an advertised public hearing on June 9, 2025 as required by Chapter 21 of the Land Development Regulations, has reviewed, heard public input, and recommended that the City Commission amend the Zoning Map for the requested Major Modification to the Residential Planned Unit Development (RPUD); and

**WHEREAS**, the overall property consists of a gross land mass of 109.68 +/- acres, which shall consist of a maximum of 357 lots, and is located north of Hughes Road, south of Floyd, and east and west of Scenic Highway (SR 17), in Haines City, Florida; and

**WHEREAS**, this major modification consists of a gross land mass of 8.47 +/- acres, which is contained within the overall land mass of 109.68 +/- acres and shall consist of a maximum of 27 lots, and is located north of Hughes Road, south of Floyd, and east and west of Scenic Highway (SR 17), in Haines City, Florida; and

**WHEREAS**, the property consists of the following parcels and legal descriptions as described in Exhibit "A"; and

**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. Approval of the Major Modification to the RPUD and Conditions.**

The City Commission of Haines City (the "City Commission") hereby approves the Zoning Map for the property described below as a Major Modification to the Residential Planned Unit Development (RPUD) of Scenic Terrace North RPUD as further described in Exhibit "A" (Legal Description) and Exhibit "B" (Approved RPUD Plan).

**Section 3. Modifications to the Conditions for Scenic Terrace North RPUD.** The City Commission hereby approves the following additional and modified conditions for the Scenic Terrace North RPUD as modifications to the conditions set forth in Ordinance No. 22-1785:

1. Approval of this Major Modification does not release the applicant from meeting the requirements of all applicable sections of Haines City's Land Development Regulations, Code of Ordinances, and Growth Management Plan.
2. The Major Modification creates twenty-seven (27) additional lots at the current RPUD width standards for fifteen (15) lots at 52' (60%), six (6) lots at 60' (20%), and six (6) lots at 70' (70%) and reduces the recreation area to 4.19+/- acres, which still complies with the minimum standards. This modification will also create 15 of the 27 lots with a depth of 110 feet and a rear setback of 11.25 feet.

The remaining 12 lots will meet the current RPUD depth standard of 115 feet, with a rear setback of 15 feet. The adjustment of the rear setback for the 15 lots at 110' in depth will be requested through the Administrative Waiver process.

3. The maximum number of single-family detached residential homes will be 357 units.
4. The recreational amenities should be identified and detailed on site construction plans prior to approval.
5. All other conditions set forth in Ordinance No. 22-1785, remain in force and effect.

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

**Section 6. Repeal or modification of RPUD if construction not commenced.** Failure to commence construction within two (2) years of the effective date of the adoption of RPUD zoning set forth in this Ordinance shall be grounds for the City, at its discretion, to initiate a rezoning of the subject property. In such event, the Planning Commission may recommend to the City Commission (i) that the subject property be returned to its previous zoning classification, (ii) that the RPUD be modified, or (iii) that the RPUD be retained in its current form.

**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, its approval and adoption by said Commission, and when certified as to passage.

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

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

**PASSED** on second and final reading by the City Commission of the City of Haines, Florida, at regular session this 17th day of July, 2025.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Morris L. West, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

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

**Exhibit "A"**

**LEGAL DESCRIPTION**

**Parcel Number: 272809-000000-031060, 272809-000000-033010, 272809-000000-033030, 272809-000000-033040 (Per Book 1178S, Page 1771-1774):**

Parcel 1:

A portion of the following described property lying West of State Road No. 17: A strip of former Haines City Branch Right-of-Way at or near Dundee, Polk County, Florida, more particularly described as follows: For a point of reference, Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 28 South, Range 27 East, Polk County, Florida; thence run Easterly along the South line of said Section 4, a distance of 490 feet, more or less, to a point in the center line of the former main track Right-of Way (a 130-foot Right-of-Way); thence Southwesterly along said Right-of-Way center line, a distance of 290 feet, more or less, to the Point of Beginning; thence continue Southwesterly along said Right-of Way center line, the width of 65 feet on the South side thereof and 35 feet on the North side thereof, a distance of 750 feet, more or less, being in Section 9, Township 28 South, Range 27 East, Polk County Florida, and LESS AND EXCEPT any portion that. may lie within the property conveyed to Florida Power Corporation in deed recorded in O.R. Book 2209, Page 597, Public Records of Polk County, Florida.

Parcel 2:

The NE 1/4 of the NW 1/4 of the NW 1/4, Lying South of Maintained Right of Way for Floyd Road, in Section 9, Township 28 South, Range 27 East, Polk County, Florida, LESS County maintained road rights-of-way for Floyd Road and Palmeroy Road.

Parcel 3:

The E 3/4 of the S 1/2 of the NW 1/4 of NW 1/4 in Section 9, Township 28 South, Range 27 East, Polk County, Florida, and LESS County maintained road rights-of-way for Palmeroy Road.

Parcel 4: The NE 1/4 of the NW 1/4 of the NW 1/4 lying North of Maintained Right of Way for Floyd Road, in Section 9, Township 28 South, Range 27 East, Polk County, Florida, LESS County maintained road rights of way for Floyd Road.

**Parcel Number: 272809-000000-031010, 272809-000000-031040 (Per Book 1178S, Pages 1287 - 1290):**

Parcel 1:

The Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida, LESS AND EXCEPT and subject to Right-of-Ways, AND LESS AND EXCEPT and subject to maintained Right-of-Ways.



Parcel 2:

The Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4, lying West of the former railroad, being in Section 9, Township 28 South, Range 27 East, Polk County, Florida, LESS Highway 27 Right-of-Way, AND LESS maintained Right-of-Way, AND LESS AND EXCEPT any portion that may lie within the property conveyed to Florida Power Corporation in deed recorded in O.R. Book 2209 Page 597, Public Records of Polk County, Florida.

**Parcel Number: 272809-000000-031030, 272809-000000-031050, 272809-000000-031020 (Per Book 11785, Pages 1854 - 1857):**

Parcel 1:

The Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4, South and East of the former railroad, and the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4, East of the former railroad, and the East 1/2 of the Southeast 1/4 of the Northwest 1/4, East of the former railroad, all in Section 9, Township 28 South, Range 27 East, Polk County, Florida, LESS AND EXCEPT right of way and maintained right of way and LESS Highway 27.

Parcel 2:

The South 1/2 of the Northeast 1/4 of the Northwest 1/4 lying West of the former railroad, AND the West 1/2 of the Southeast 1/4 of the Northwest 1/4, LESS right of way and LESS maintained right of way, AND LESS maintained right of way on West and South side, Section 9, Township 38 South, Range 27 East, Polk County, Florida, and LESS AND EXCEPT any portion that may lie within the former railroad, and LESS AND EXCEPT any portion that may lie within property conveyed to Florida Power Corporation in deed recorded in O.R. Book 2209 Page 597, Public Records of Polk County, Florida.

Parcel 3:

That part of the former Seaboard Coastline Railroad right of way lying in the West 1/2 of Section 9, Township 28 South, Range 27 East, Polk County, Florida, Described as: Commence at the North 1/4 corner of said Section 9, said corner also being the Southwest corner of the Southeast 1/4 of Section 4, Township 28 South, Range 27 East and run N 88°26'30" E along the North boundary of said Section 9, 494.76 feet to the centerline of right of way said former railroad right of way; thence S 47°11'38" W along said centerline 674.37 feet to the beginning of a curve concaved Southeasterly, having a radius of 1910.08 feet, a chord distance of 365.07 feet and a chord bearing of S 41°42'37" W; thence Southwesterly along the arc of said curve, 365.63 feet to the Point of Beginning; thence S 53°46'25" E, 65.00 feet to a point on the Southeasterly right of way of said former railroad right of way, said point being on a curve concaved Southeasterly, having a radius of 1845.08 feet, a chord distance of 1287.08 feet and a chord bearing of S 15°48'48" W; thence Southwesterly along the arc of said curve, an arc distance of 1314.72 feet to the end of said curve; thence S 04°36'00" E, 1344.26 feet to the South boundary of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 9; thence S 88°43'39" W, 100.17 feet; thence N 04°36'00" W, 1338.45 feet to the beginning of curve concaved Southeasterly having a radius of 1945.08 feet; a chord distance

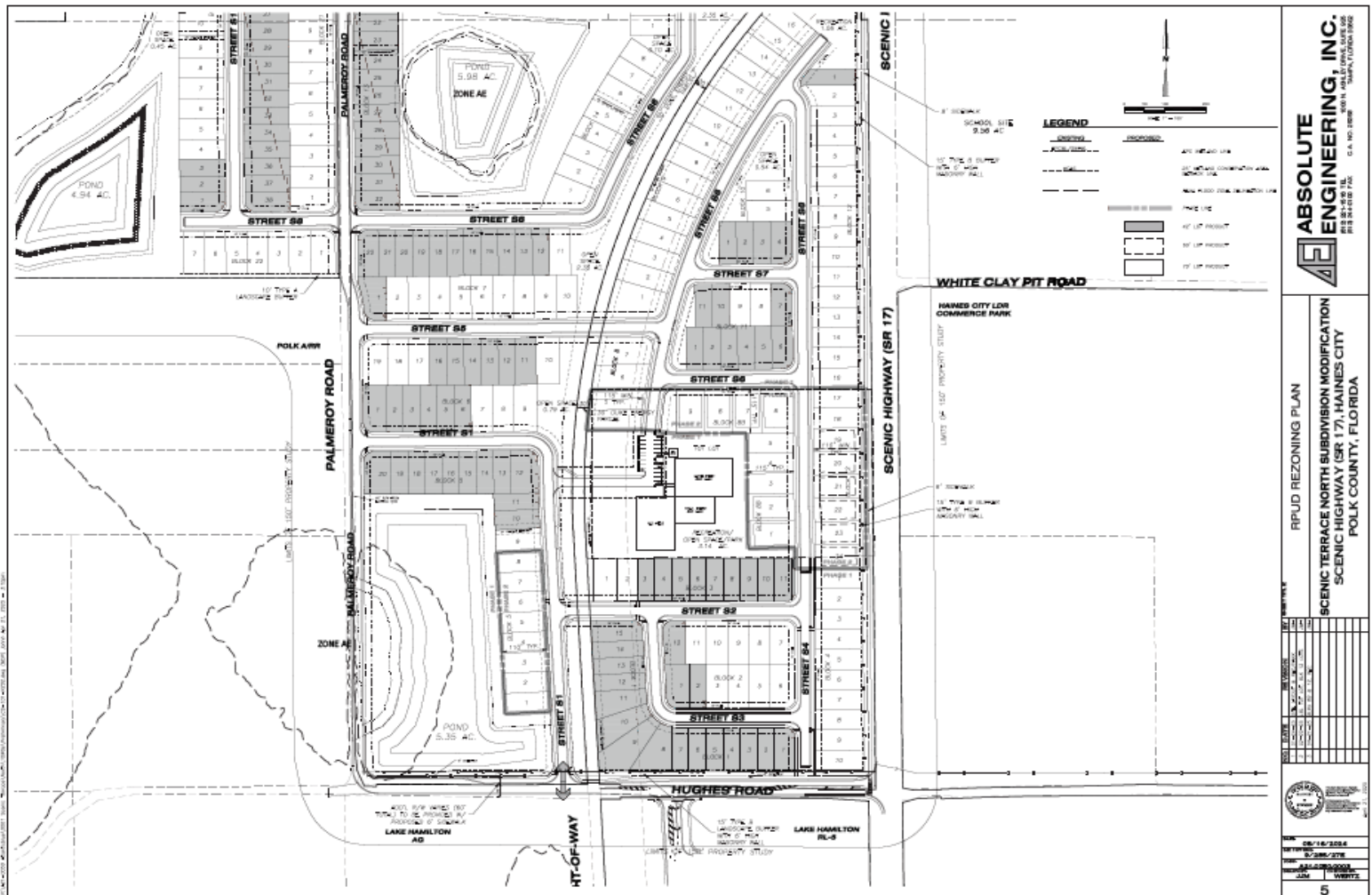
of 1356.84 feet and a chord bearing of 15°48'48" E; thence Northeasterly along the arc of said curve, an arc distance of 1385.98 feet; thence S 53°46'25" E 35.00 feet to the Point of Beginning, LESS AND EXCEPT Hughes Road and that portion lying South of Hughes Road, and LESS AND EXCEPT any portion that may lie within the property conveyed to Florida Power Corporation in deed recorded in O.R. Book 2209, Page 597, Public Records of Polk County, Florida.

**Parcel Number: 272809-000000-013090(Per Book 11545, Page 1745 - 1746):**

The SW 1/4 of the NW 1/4 of the NE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida, LESS AND EXCEPT State Road right of way.

CONTAINING 109.68 +/- ACRES, MORE OR LESS

## Exhibit “B”







# 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:** July 3, 2025

**Subject:** Ordinance No. 25-2114 –Text Amendments to the Land Development Regulations – Chapter 5 – Zoning – First Reading

### **Executive Summary**

Approve text amendments to the Land Development Regulations Chapter 5 – Zoning on first reading.  
Staff Contact: Richard Greenwood, Development Services Director

### **Introduction**

The intent of the item is to request approval of text amendments to the Land Development Regulations Chapter 5 – Zoning, as follows:

|                                                                             |                                                                             |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Chapter 5 – Sec. 5.6.11. – Central Business District (CBD)                  | Revised language regarding an Administrative Conditional Use for townhomes. |
| Chapter 5 – Zoning, Section 5.6.12 – Central Business District Extra (CBDX) | Revised language regarding an Administrative Conditional Use for townhomes. |

This matter was heard on June 9, 2025, by the Planning Commission who voted unanimously to forward this matter to the City Commission for approval.

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

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

### **Budget Impact**

There is no budget impact for the 2024-2025 Fiscal Year.

### **Recommendation**

Request approval of Ordinance No. 25-2114, on first reading, for text amendments to the Land Development Regulations, Chapter 5 – Zoning, regarding Administrative Conditional Uses being required for townhomes in the Central Business District, (CBD) and Central Business District Extra (CBDX).

**ORDINANCE NO. 25-2114**

**AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA;  
AMENDING THE LAND DEVELOPMENT REGULATIONS OF  
THE CITY OF HAINES CITY, FLORIDA, ADOPTING TEXT  
AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS  
OF THE CITY BY ADOPTING REVISIONS TO CHAPTER 5 –  
ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT  
HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Commission adopted Ordinance No. 796, Land Development Regulations to implement the adopted Haines City Comprehensive Plan; and

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

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

**WHEREAS**, in exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to adopt specific changes in the Land Development Regulations consistent with the public interest within Haines City, Florida.

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

**Section 1. Amendment to the Land Development Regulations of Haines City, Florida.** The City Commission hereby amends portions of Chapter 5 – Zoning, of Haines City, Florida, as follows by strike through for removal and underline for additions format and shall be effective as set forth below:

**SEE ATTACHED AS EXHIBIT A**

**Section 2. Severability.** The provisions of this Ordinance are severable; and, if any section, sentence, clause, or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

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

**Section 4. Repeal of Ordinance in Conflict.** All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.



**Section 5. Effective Date.** This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, its approval, and adoption.

**INTRODUCED AND PASSED** on first reading in regular session of the City Commission of the City of Haines City, this 3<sup>rd</sup> day of July, 2025.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Morris West, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**PASSED** on second and final reading by the City Commission of the City of Haines City, Florida, at regular session this 17<sup>th</sup> day of July, 2025.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Morris West, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

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

**EXHIBIT A**

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

## CHAPTER 5. ZONING.

### ARTICLE 6. SCHEDULE OF DISTRICT REGULATIONS.

#### Sec. 5.6.11. CBD, CENTRAL BUSINESS DISTRICT.

##### D. PROHIBITED USES AND STRUCTURES.

1. One and two family dwellings, except as provided under 5.6.11.C. Permitted Accessory Uses and Structures or as provided under 5.6.11.P administrative conditional use.

##### P. ADMINISTRATIVE CONDITIONAL USE.

These uses are permitted by a waiver granted by the administrative official, with denials of an administrative waiver appealable to the city commission.

1. Sign, electronic community bulletin board. Permitted subject to the following conditions:
  - a. Located on arterial or collector roadways.
  - b. Maximum height eight feet, maximum width 12 feet and designed as a monument sign.
  - c. Maximum size for electronic bulletin board is 20 square feet.
  - d. All signs will need to be brought into conformity.
  - e. Bulletins shall be incidental in the principal use.
  - f. No off premise signs will be permitted.
  - g. The applicant must own the property on which the sign is to be located.
  - h. Color and intensity of illumination shall be appropriate for the specific site and sign location.
  - i. Illumination shall be limited to a maximum of 11 watt incandescent bulbs and limited to the hours between 6:00 a.m. to 11:00 p.m.
  - j. The base of the monument sign shall be landscaped with appropriate shrubbery and ground material as approved by the technical review board.

- k. Subject to any other condition deemed appropriate by the administrative official or the city commission including but not limited to hours of operation and level of illumination.
- 2. Adult Education Facilities (Small).
- 3. Private School (Small).
- 4. Multi-family providing the location of the required parking is designated either in an off-street or on-street location.

5. Single-Family Attached, three (3) or more townhome units.

- ~~5.~~ 6. Outdoor display and storage. Outdoor display or storage of merchandise for sale or rent may be permitted by conditional use permit subject to the following conditions:
  - a. The location and extent of outdoor storage and display areas are identified on a site plan and are approved as part of the conditional use.
  - b. Display and storage areas are subordinate in area and incidental to permitted principal
  - c. Outdoor storage areas shall be effectively screened by a solid fence or commercial grade. 70 percent opaque, mesh material applied to a fence.
  - d. Display and storage areas shall be paved according to the standards of the Land Development Regulations.
  - e. Outdoor display areas shall be indicated on the site plan as permanent or temporary and approved as part of the conditions of approval.
  - f. Additional landscaping and/or site enhancements may be required as part of the site plan to insure site compatibility or improve visual screening.
  - g. A minimum of five-foot-wide clearance on the sidewalk and/or walkway shall be required.
  - h. All propane tanks and other related-type vending stations shall be properly enclosed or secured to avoid any potential hazards.

**Sec. 5.6.12. CBDX, CENTRAL BUSINESS DISTRICT EXTRA.**

**D. PROHIBITED USES AND STRUCTURES.**

1. One and two family dwellings, except as provided under 5.6.11~~12~~.C. Permitted Accessory Uses and Structures or as provided under 5.6.12.N administrative conditional use.

**N. ADMINISTRATIVE CONDITIONAL USE.**

These uses are permitted by a waiver granted by the administrative official, with denials of an administrative waiver appealable to the city commission.

1. Private child care centers may be permitted in accordance with Florida Statutes, subject to the following conditions.
  - a. Must have a minimum of 20 square feet of usable indoor floor space for each child.
  - b. Must have a minimum of 45 square feet of usable outdoor play area for each child. Outdoor play area shall be calculated at the rate of 45 feet per child in any group using the play area at one time. A minimum play area shall be provided for one half of the licensed capacity. This standard applies as long as the child care facility remains licensed at the site occupied on October 1, 1992, and shall not be affected by any change in the ownership of the site.
  - c. A child care facility that does not hold a valid license on October 1, 1992, and seeks regulatory approval to operate as a child care facility must have a minimum of 35 square feet of usable floor space for each child and a minimum of 45 square feet of usable outdoor play area for each child.
  - d. The minimum standard for outdoor play area does not apply in calculating square footage for children under one year of age. However, appropriate outdoor infant equipment shall be substituted for outdoor play space. The center shall provide facilities and equipment conducive to the physical activities appropriate for the age and physical development of the child.

- e. No portion of the fenced play area shall be closer than five feet to any residential lot line not closer than 40 feet to any public street.
  - f. A five-foot high solid masonry wall, or vegetative screening which furnishes equal protection against noise, shall be provided between fenced play areas and residential lot lines in such locations as may be directed by the planning commission.
  - g. All outdoor play activities shall be conducted within the fenced play area, and no outdoor play activities shall be conducted before 8:00 a.m. or after 8:00 p.m.
  - h. All facilities, operation and maintenance shall meet city, county and state requirements of the operation of child care centers.
2. Sign, electronic community bulletin board. Permitted subject to the following conditions:
- a. Located on arterial or collector roadways.
  - b. Maximum height eight feet, maximum width 12 feet and designed as a monument sign.
  - c. Maximum size for electronic bulletin board is 20 square feet.
  - d. All signs will need to be brought into conformity.
  - e. Bulletins shall be incidental in the principal use.
  - f. No off premise signs will be permitted.
  - g. The applicant must own the property on which the sign is to be located.
  - h. Color and intensity of illumination shall be appropriate for the specific site and sign location.
  - i. Illumination shall be limited to a maximum of 11 watt incandescent bulbs and limited to the hours between 6:00 a.m. to 11:00 p.m.
  - j. The base of the monument sign shall be landscaped with appropriate shrubbery and ground material as approved by the technical review board.

- k. Subject to any other condition deemed appropriate by the administrative official or the city commission including but not limited to hours of operation and level of illumination.
- 3. Adult Education Facilities (Small).
- 4. Private School (Small).
- 5. Single-Family Attached, three (3) or more townhome units.







# 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:** July 03, 2025

**Subject:** Resolution No. 25-1878 Legal Services Contract for Insulin Price Fixing Litigation Claim

### **Executive Summary**

Approve the Legal Services Contract with Grossman and Kelly, LLP for the Insulin Price Fixing Litigation Claim.

Staff Contact: Fred Reilly, City Attorney

### **Introduction**

The intent of this item is to seek the City Commission's approval of the Legal Services Contract with Grossman and Kelly, LLP ("Grossman") concerning the Insulin Price Fixing Litigation settlements in relation to 40+ Pharmaceutical Company Defendants and 3 Pharmacy Benefit Manager Defendants.

### **Background**

Grossman assists insurers, hospitals, self-funded entities, third-party administrators, and municipalities to recover funds wrongly overcharged in the following cases:

1. Insulin Price-Fixing (MDL 3080)
2. Generic Pharmaceutical Pricing (MDL 2724)
3. Overview of the Cases

### **Insulin Price-Fixing (MDL 3080)**

- Insulin manufacturers Eli Lilly, Novo Nordisk, and Sanofi, in collaboration with the three largest PBMs - CVS Caremark, Express Scripts, and OptumRx, colluded to artificially inflate insulin prices by negotiating secret rebates in exchange for preferential placement on insurance formularies, effectively passing the increased costs onto patients through higher list prices.

- A motion for Class Certification was recently denied resulting in each Plaintiff having its own claim to pursue.



# HAINES CITY

## THE HEART OF FLORIDA

- Our attorneys have taken a lead role in the substantive discovery phase to include large-scale repository document review, robust ESI and depositions.
- The MDL is in front of Judge Martinotti in the District Court of New Jersey. We have handled many clients' cases before this Court, including complex medical device cases, with success.
- Importantly, there are some concerns that we have a January 14, 2025, deadline to file all remaining Clients' cases as this is the 4-year anniversary of a Congressional Report on the collusion based on statute of limitations. This is a potential cut-off so all interested entities should file with us before if possible. We will file for clients after this date but with a disclosure.

### Generic Pharmaceutical Pricing (MDL 2724)

- Generic Drug Manufacturers (over 40 of them) were involved in widespread collusion to artificially inflate prices and allocate market share.
- Collusion occurred through direct interactions between senior executives at industry events, trade shows, dinners, and other social gatherings.
- Prices of approximately 80 generic drugs, particularly those used for dermatological conditions, were allegedly inflated due to this collusion.
- The MDL is in front of Judge Rufe in the Eastern District of Pennsylvania. AWKO has been Lead Counsel before Judge Rufe in several complex litigations which were resolved successfully.
- There have been several small-scale settlements already and AWKO anticipates our clients having opportunities to participate in or opt out as it were, depending upon the circumstances. However, from a timing perspective, all unfiled claims should be filed presently to ensure full participation and evaluation of options.

Grossman's clients, like all similarly situated entities, were greatly impacted by the wrongful practices addressed in each of the MDLs. Participating in these cases not only offers the opportunity to recover substantial damages but also sends a clear message against anti-competitive behavior.

### Legal Services Contract

Grossman operates on a contingency basis. This means clients incur no upfront costs, and we would only recover expenses and fees upon a successful outcome. If the cases are unsuccessful, the client owes Grossman nothing.

City Attorney Reilly will serve as co-counsel with Attorney David Grossman to coordinate and pursue the City's Claim. City Attorney Reilly would receive a portion of the contingency fee paid to Grossman, if any.

### Potential Recovery and Data Collection

Recoveries depend upon Grossman obtaining and analyzing specific data relative to each case. However, the potential for significant recovery is clear. Grossman's onboarding process is streamlined to minimize the burden on the City's team. Once an engagement is signed, Grossman gathers and analyzes the



necessary data with the City's selected points of contact to build a comprehensive damages model and case strategy to include opting in and/or opting out of potential settlements as they present themselves.

**Organizational Goal(s)**

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

**Budget Impact**

The Legal Services Contract will not result in an immediate budget impact. All costs associated with the claims filing process will be borne by Grossman.

**Recommendation**

Staff recommends the City Commission's approve the Legal Services Contract with Grossman and Kelly, LLP ("Grossman") concerning the Insulin Price Fixing Litigation settlements in relation to 40+ Pharmaceutical Company Defendants and 3 Pharmacy Benefit Manager Defendants.



**RESOLUTION NO. 25-1878**

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA;  
PROVIDING FOR A LEGAL SERVICES CONTRACT WITH  
GROSSMAN AND KELLY, LLP CONCERNING INSULIN PRICE  
FIXING LITIGATION; PROVIDING FOR FINDINGS;  
PROVIDING AUTHORITY TO RATIFY, EXECUTE AND  
DELIVERY OF THE LEGAL SERVICES CONTRACT;  
PROVIDING FOR GENERAL AUTHORITY; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Kelly and Grossman LLP (“Grossman”) and City Attorney Fred Reilly have had discussions concerning the Insulin Price Fixing Litigation pending in federal court against any and all parties found to be responsible for damages suffered by claimants arising out of price fixing and anti-competitive actions by pharmaceutical companies and other defendants; and

**WHEREAS**, Grossman has provided a proposed Legal Services Contract; and

**WHEREAS**, the proposed Legal Services Contract is attached hereto, and

**WHEREAS**, the terms and conditions of the Legal Services Contract have been negotiated by the City Attorney and Grossman.

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

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

- (a) The City is authorized and empowered by Section 166.021, Florida Statutes to exercise its municipal powers for the benefit of the city; and
- (c) Section 1.01 of the City Charter authorizes the use of all governmental, corporate and proprietary powers to enable the city to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the laws of the State of Florida and this Charter.

(d) Approval of the execution of the Legal Services Contract 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 Legal Services Contract.** The Legal Services Contract attached hereto is hereby approved and authorized. The Mayor is hereby authorized to execute the Legal Services Contract and deliver the same to Grossman.

**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 Legal Services Contract, 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 Legal Services Contract 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 3<sup>rd</sup> day of July, 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

## **LEGAL SERVICES CONTRACT**

**THIS CONTRACT IS SUBJECT TO THE FEDERAL AND STATES' ARBITRATION ACTS.**

**WHEREAS**, the undersigned (“Client”) agrees to retain GROSSMAN & KELLY LLP (“Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claim for negligence (or any other viable cause of action) against any and all parties found to be responsible for claims in antitrust violations in Generic Price Fixing and Insulin Price Fixing Multi District Litigations (e.g. MDLs 3080 and 2724) and any other claims related to Price fixing).

1. **FEE PERCENTAGE**: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33%) of all gross amounts recovered, plus expenses as outlined in sections #2 (“Disbursements”) and #3 (“Financing of Case”) below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in case of loss.**
2. **DISBURSEMENTS**: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client’s share after computation of the Attorney’s Fee. However, Client will not be responsible for any expenses or costs which exceed Client’s proportionate recovery.
3. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client’s case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client’s interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.
4. **APPEALS**: The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys’ fees.
5. **NO GUARANTEE OF FINAL OUTCOME**: No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.



6. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
7. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.
8. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.
9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. **However** all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without explicit consent of the client.
10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as co-counsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case.
11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.
12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
13. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at National Arbitration in Garden City, New York and New York law will govern. Each party to pay its own costs and expenses. This arbitration provision shall be enforceable in either federal or state court in New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York having jurisdiction.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.





SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CLIENT SECTION LAW FIRM SECTION

|                                                  |                      |
|--------------------------------------------------|----------------------|
| Please print Client Entity Name :                | Grossman & Kelly LLP |
| Print Name & Title of Authorized Representative: | David Grossman Esq   |
| Signature of Authorized Representative:          | DATE:                |
| Contact Email:                                   |                      |
| Contact Phone:                                   | co-counsel           |
| Address (Street + Suite if Applicable):          |                      |
| City, State, Zip:                                |                      |

INFORMATION DETAILS:

Client: \_\_\_\_\_

1. Main contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

2. Legal counsel: \_\_\_\_\_

Main contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_







# 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:** July 03, 2025

**Subject:** Resolution No. 25-1879 Fire Assessment Fee for Fire Protection Services

### **Executive Summary**

Adopt the necessary annual Resolution adopting the non-ad valorem assessment roll for availability of fire protection services.

### **Introduction**

The intent of this item is to consider and adopt the necessary annual Resolution adopting the non-ad valorem assessment roll for availability of fire protection services, after the City Commission listens to public comment at the annual public hearing.

### **Background**

This Resolution will be adopted pursuant to City Ordinance No. 13-1454 (the "Assessment Ordinance"), City Resolution No. 13-1048 (as amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

The rates for this non-ad valorem assessment have not changed since inception. Each parcel of property assigned an identification number by the County property appraiser is considered one (1) tax parcel. If approved by the City Commission after the public hearing, the rate of the Fire Service Assessment for each tax parcel is proposed not to exceed the sum of:

- (i) eighty-five cents (\$0.85) per \$1,000 of the value of improvements attributed to the tax parcel by the County property appraiser (Tier 1), plus
- (ii) one hundred thirty-nine dollars and ninety-three cents (\$139.93) per tax parcel (Tier 2), plus



(iii) a City collection and annual implementation related cost of five dollars (\$5.00). The total revenue the City expects to collect by the Fire Service Assessment (exclusive of statutory discounts, amounts payable to property appraiser and tax collector) is approximately \$5,547,796.

Although no change in assessment rates is proposed, and these are the same rates as last year, the assessment roll development process is self-correcting from year to year, and assessment amounts do change, e.g. if the owner changed the tax parcel configuration (subdivided) (Tier 2), or if the value or characteristics of improvements on the tax parcel (relative improvement value assigned to the tax parcel was updated in data certified by the property appraiser to the Florida Department of Revenue) changed (Tier 1).

The foregoing amounts have been duly and timely noticed by publication.

As directed, this information will also be submitted for the TRIM notice process conducted by the Polk County Property Appraiser later this summer. The Property Appraiser's deadline for that submittal is July 11, 2025.

The Quicksearch feature to look up any proposed assessment is also available on the Internet by link from the City's website or at <http://quicksearch.ennead-data.com/hainescity>.

In keeping with the direction for the last several years, the cost of charges by the County Tax Collector and Property Appraiser, and statutory discounts associated with the uniform method of collection are individually prorated and added to each assessment. This effectively saves over \$325,000 in general fund costs, and further individually rewards those property owners who pay earlier than in March each year.

Individual parcel Fire Service Assessments have been additionally posted online for public access, and will be updated upon City Commission action. Assessment values can be found by performing a search using the parcel's Polk County property identification number, the owner's name as of June 1, 2025 or the location address, if known. The website address is: <http://quicksearch.ennead-data.com/hainescity>. This information can also be found on the City's website.

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

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

### **Budget Impact**

Revenue associated with the Fire Service Assessment revenue will be reflected in the FY 2025-26 Budget. Such revenue is a material feature of the City's annual budget. Every dollar not assessed will consume a concomitant dollar of general revenue from the City's property tax proceeds or result in a reduction in levels of service. For example, and for context, if the City Commission were not to approve



# HAINES CITY

## THE HEART OF FLORIDA

the attached Resolution and the comparable one for stormwater management, the City would need to increase its property tax millage by 1.7 mils (from 7.5895 to 9.2895 mils).

### Balancing Use of Revenues Available to Our City

Last year's mileage was 7.5895. If the City Commission decides to go without the fire and stormwater non-valorem revenue (both combined annually equal approximately \$6.2M), the City's millage would need to be raised to 9.2895.

This would bring the City close to the State constitution's 10 mil cap, and likely achieve the highest ad valorem tax rate millage of any comparably sized municipality in Polk County (or surrounding counties).

Unlike the use of TRIM for non-ad valorem assessments, TRIM notice is annually mandatory for ad valorem property taxes. The due date to give the Property Appraiser TRIM info on the City's fire and stormwater assessments is July 11, 2025; and August 4, 2025 for ad valorem property taxes.

The Finance Director along with City management and staff simply have not been able to reasonably identify \$6.2M in new revenue, or cuts in the annual budget in such an amount. This exemplifies reality of the why the City has used the fairness and proportionality of non-ad valorem assessments for the past 12 years.

It is imperative to keep in mind: if property tax millage is to be raised, adoption of the necessary resolution and certification of the proposed increase in property taxes is due to the property appraiser by August 4, 2025.

Failure to timely make that notification deadline will present a statutory bar to increase milage for the upcoming budget. As well, once so noticed there is no opportunity to change the TRIM notice, but the City can impose a lower millage rate.

Accordingly, the City Commission *could* adopt BOTH the non-ad valorem special assessments AND a proposed property tax increase - to keep options open through most of August. However, short of drastic cuts to other lower priority budget items, other than public safety / public works, there is no substantial revenue available to the City to underwrite **not using non-ad assessments**.

Also, please consider that by keeping options open by noticing both, the City Commission will undoubtedly attract responses from the residents of at least the 7,000+ new homes added to the City over the last 13 years, who will be required to carry disproportionately (when compared to the judicially approved more proportional special assessments) the funding of the \$6.2M shortfall. Most, if not all of these new property owners, have homes just below the average value for the City and above, and will see an overall tax increase on their TRIM notice (even if the Commission decides otherwise). Accordingly, staff does not encourage the notice of an increase in taxes. Therefore, timing considerations require



adoption of the non-ad valorem assessments to continue to consider steep budget cuts or other new (but unlikely and certainly not yet identified) annual revenue.

**Recommendation**

Staff recommends the City Commission approve the attached Resolution, adopting the Non-Ad Valorem Assessment roll for the Fire Service Assessment, continue to look for new revenue, and/or certify a proposed increase in property taxes by August 4, 2025.

**RESOLUTION NO. 25-1879**

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; APPROVING THE FISCAL YEAR 2025-26 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR DIRECTION CONCERNING INTERIM ASSESSMENTS; PROVIDING FOR RATIFICATION AND CONFIRMATION OF APPORTIONMENT METHODS; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; CONFIRMING REQUIRED NOTICE AND IMPOSING AND LEVYING FIRE SERVICE ASSESSMENTS; PROVIDING FOR ADDITIONAL NOTICE UNDER SECTION 200.069, FLORIDA STATUTES, ONGOING WORK ORDER DIRECTION, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY.** This Resolution of the City Commission (the "Commission") of City of Haines City, Florida (the "City") is adopted pursuant to City Ordinance No. 13-1454 (the "Assessment Ordinance"), City Resolution No. 13-1048, as amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** This Resolution is the Annual Assessment Resolution for the Fiscal Year (sometimes also called the budget year) commencing October 1, 2025, contemplated by Section 2.05 of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Assessment Resolution.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Annual Assessment Resolution imposing special assessments to provide for the funding of fire protection services, facilities and programs.

(B) Prior to commencing collection, the City obtained a judicial determination from the Circuit Court of the Tenth Judicial District of the State of Florida in and for Polk County that validated and confirmed, among other things, the legality and validity of the Assessment Ordinance, the Initial Annual Assessment Resolution, the reasoned ability to legally rely upon the imposition of special assessments in the form of Fire Service Assessments to annually fund fire protection essential services and fund and finance associated capital improvements and equipment, the method of apportioning the Fire Service Assessments among the real property subject thereto (sometimes called "Simplified Fire<sup>TM</sup>"), the special benefit conveyed by the fire protection services and facilities funded in part through the Fire Service Assessments, the superior nature of lien of the Fire Service Assessments and the legality of all proceedings and matters in connection therewith (the "Final Judgment"). The Simplified Fire method of apportionment used by the City and its concept and premise have now been further validated by the Florida Supreme Court.

(C) The Assessment Ordinance provides for the adoption each year of an Annual Assessment Resolution approving, confirming or amending the Fire Service Assessment Roll.

(D) The City Commission has considered the annual funding of the fire protection associated budget along with advice and input from City officials and staff and confirms the annual notice and budget consideration process for use of the Fire Service Assessment as a component part of the overall annual budget by identifying proposed rates and charges for the assessments.

(E) The City Commission has timely scheduled and properly noticed a public hearing for July 3, 2025, to consider the annual adoption of the Fire Service Assessment Roll for Fiscal Year 2025-26.

(F) Notice required by law of such public hearing was published in compliance with Section 2.04 of the Assessment Ordinance and the Uniform Collection Assessment Act and proof of publication is attached hereto as Appendix A.

(G) The Fire Service Assessment Roll (along with additional explanatory information on the City's website) has heretofore been made available for inspection by the public. All notice required to be provided to a property owner in the manner required by the Uniform Assessment Collection Act and the Assessment Ordinance has been duly provided. By adoption of the Fire Assessment Roll as administratively directed, additional and extraordinary notice will also be available as a part of the annual TRIM process conducted by the Property Appraiser pursuant to Section 200.069, Florida Statutes, later this Summer.



(H) A public hearing was held on July 3, 2025, and comments, concerns and objections of all interested persons have been duly received, heard, and considered. Additionally, the City Commission has reviewed and considered the matters referenced and incorporated herein. All of the foregoing has been considered in the context of public discussion of the subject of funding fire protection services, facilities and programs at regularly scheduled meetings and workshops of the City Commission on numerous occasions in the past and currently, as well as the overall fiscal and other circumstances of the City. The Assessments are a tax equity tool and form a material support to the City budget.

(I) The Assessments contemplated in this Resolution are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(J) The legislative determinations and findings set forth in the Initial Annual Assessment Resolution and the Final Judgment have again been considered and are also hereby in context incorporated herein by reference.

#### **SECTION 4. DIRECTION CONCERNING INTERIM ASSESSMENTS.**

(A) Pursuant to Section 2.13 of the Ordinance an interim Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of an Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued, with such monthly rate being imposed for each full calendar month remaining in the Fiscal Year after the issuance of the Certificate of Occupancy. The determination of the relative improvement value for each such Tax Parcel (Tier 1 rate) for the purposes of calculating any interim Assessment may be based upon the estimated value of improvements listed in any permit associated with the Certificate of Occupancy, or such other similarly available data as reasonably determined by the Assessment Coordinator for such interim period only. Issuance of a Certificate of Occupancy by mistake or inadvertence, without the payment in full of the interim Assessment, does not relieve the owner of such property of the obligation full payment and timely. Such interim Assessment is due and payable on the date the Certificate of Occupancy was issued and constitutes a lien against such property as of that date. Said lien being equal in rank and dignity with the liens of all State, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

(B) As a matter of expediency, past practice and the fact that assessment for such growth will be captured automatically in the ensuing Fiscal Year assessment, the City Commission makes the practical determination to not seek to collect any such unpaid interim assessments for the period prior to January 1, 2025. All costs for services and facilities attributable to same shall be paid for by legally available revenues other than any Fire Service Assessment proceeds.

**SECTION 5. RATIFICATION AND CONFIRMATION.** The benefits to property and methods of apportionment provided for herein, and the use of proceeds of the non-ad valorem assessment to pay for capital equipment and facilities have previously been judicially validated as for proper, legal and paramount public purposes and fully authorized by law by the Circuit Court of the Tenth Judicial District of the State of Florida in and for Polk County; and, are hereby ratified, confirmed and advanced as being employed and similarly used by and for the purposes of this Resolution. For the purposes of supporting and adopting this Resolution the determinations in the foregoing Final Judgment, and the Initial Annual Assessment Resolution are each also hereby incorporated as supplements; and herein by reference and ratified and confirmed under the circumstances and timing required to govern effectively as relevant and applicable.

**SECTION 6. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.**

(A) The Fiscal Year 2025-26 Fire Service Assessment Roll, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved at the same rates as approved for Fiscal Year 2024-25 based upon a relative improvement value for each Tax Parcel (Tier 1 rate) of \$0.85 per \$1,000 of improvements, and per Tax Parcel (Tier 2 rate) at \$139.93 per Tax Parcel. Further, pursuant to the Assessment Ordinance, the Assessment Coordinator is directed and authorized to continue to include in the amount of the annual Assessment imposed hereby and certified for collection an amount not to exceed \$5 per Tax Parcel to defray administration and collection costs of the City.

(B) As provided by the Assessment Ordinance, the amount of the annual Fire Service Assessment shall include the fees imposed by the Property Appraiser and Tax Collector to employ the uniform method of collection and the Assessment Coordinator is directed to adjust as necessary to account for statutory discounts, both of which are equitably necessitated when employing the efficiencies of collecting the Assessment annually on the same bill as for property taxes.

(C) The Assessment Coordinator is hereby authorized and directed to accordingly update and cause certification for the collection of the foregoing Fire Service Assessment Roll using the uniform method described in the Uniform Assessment Collection Act.

(D) As directed herein the Fire Service Assessments are hereby imposed and levied for proper, legal and paramount public purposes, and constitute a lien against Assessed Property equal in rank and dignity with the lien of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

**SECTION 7. EFFECT OF ADOPTION OF RESOLUTION; DIRECTION.**

(A) The adoption of this Annual Assessment Resolution shall be the final adjudication of the matters presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the effective date hereof.

(B) The City Commission also requests inclusion of adopted non-ad valorem assessments in the Property Appraiser's notice of proposed property taxes and adopted non-ad valorem assessments under section 200.069, Florida Statutes, if possible, without any additional cost to the City.

(C) The City has successfully enjoyed an array of judicially validated accomplishments and associated professional services for over a decade. For redundancy and to assure continuation of the array of necessary non-ad valorem services annually, the City Commission confirms the use and involvement of special counsel, Mark G. Lawson, and the following approved consultants: Owen M. Beitsch, GAI Consultants, Inc. (GAI or successor employer); Erin Pomeroy, Ennead LLC. (Ennead or successor employer); Frederick Bloetscher, Public Utility Management and Planning Services, Inc. (PUMPS or successor employer), and Kelly Wright and Kuda Wekwete, David Taussig and Associates, Inc. now DTA Public Finance, Inc. (DTA or successor employer) all of which and have been used and necessarily employed to serve the City, involving successful and productive results for the City for over 12 years. The foregoing persons and firms are generally and collectively referred to herein as 'approved consultants'. In ensuing years, by cooperative consensus among special counsel and the approved consultants, the project lead role under the relevant Work Orders may be assigned to any approved consultant upon written approval of the City Manager, or such person's designee as Assessment Coordinator.

(D) The City Manager, the City Attorney, and all other City officials, employees, agents, counsel, approved consultants and professionals are each and all directed and authorized act, and they are authorized to take all such actions on behalf of the City to accomplish all matters necessary to timely achieve the purposes and effect of this Resolution. Such actions expressly include updating any work orders to be consistent with this Resolution, and to be effective as of this date; so long as approved in writing by the City Manager, and by the City Attorney as to form and content.

**SECTION 8. SEVERABILITY.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction as unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions of this Resolution.

[Rest of this page intentionally left blank.]

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** this \_\_\_\_ day of July, 2025.

**CITY OF HAINES CITY**

(SEAL)

By: \_\_\_\_\_

Morris L. West  
Mayor-Commissioner

ATTEST: \_\_\_\_\_

Sharon Lauther, MMC  
City Clerk

APPROVED AS TO FORM AND  
CONTENT:

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

APPENDIX A  
PROOF OF PUBLICATION

4937-9434-1146, v. 10



# 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:** July 03, 2025

**Subject:** Resolution No. 25-1880 – Stormwater Assessment Fee for Stormwater Management Services

### **Executive Summary**

Adopt the annual assessment resolution, required to adopt the annual non-ad valorem Assessment roll associated with stormwater management.

Staff Contact: Omar DeJesus, CPA, Finance Director

### **Introduction**

The intent of this item is to consider and adopt the annual assessment resolution, required to adopt the annual non-ad valorem Assessment roll associated with stormwater management.

### **Background**

This Resolution will be adopted pursuant to City Ordinance No. 16-1530 (the "Assessment Ordinance"), City Resolution No. 16-1202 (as amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

The rates for this non-ad valorem assessment, and its precursor, have essentially not changed for the last decade since inception. Stormwater Management Assessments are associated with the continual availability of stormwater management services, facilities, and programs made available by the City to all tax parcels within the City.

Each parcel of property assigned an identification number by the County property appraiser is considered one (1) tax parcel. If approved by the City Commission after the hearing, the rate of the stormwater assessment for each tax parcel is proposed to be the sum of:

- (i) forty-eight dollars (\$48.00) per tax parcel (Tier 2) representing each parcel's equal share of the more fixed portion of the stormwater management budget, plus



# HAINES CITY

## THE HEART OF FLORIDA

- (ii) another tier (Tier 1) based on the more relative benefits or burdens calculated in terms of impervious area characteristics (runoff) assigned to each tax parcel (\$6.24 per factored ERU or “unit”), plus
- (iii) a City collection and annual implementation related cost of five dollars (\$5.00). Exclusive of statutory discounts associated with the uniform collection method, and percentage amounts imposed by the County property appraiser or tax collector, the revenue the City expects to collect from the stormwater assessment is \$1,115,237.50.

It is important to note that any annual stormwater assessment imposed by the City Commission is separate, distinct, and apart from, and funds different services and facilities than provided by either the South Florida Water Management District or the Haines City Water Control District (both districts being special purpose local governments or independent special districts which are completely independent from the City and City Commission oversight or control).

Although no change in assessment rates is proposed, and these are the same rates as last year, the assessment roll development process does have a self-correcting feature from year to year, and assessment amounts do change, e.g. if the owner changed the tax parcel configuration (subdivided) (Tier 2), or if impervious characteristics associated with estimated stormwater run-off change (Tier 1).

The foregoing amounts have been duly and timely noticed by publication.

As directed, this information will also be submitted for the TRIM notice process conducted by the Polk County Property Appraiser later this summer. The Property Appraiser’s deadline for that submittal is July 11, 2025.

The Quicksearch feature to look up any proposed assessment is also available on the Internet by link from the City’s website or at <https://quicksearch.ennead-data.com/hainescitysw/>.

In keeping with the direction for the prior several years, the cost of charges by the County Tax Collector and Property Appraiser, and statutory discounts associated with the uniform method of collection are individually prorated and added to each assessment. This collectively saves over \$63,000 in general fund costs, and further individually rewards those property owners who pay earlier than in March each year.

Individual parcel Stormwater Assessments have been additionally posted online for public access, and will be updated upon City Commission action. Assessment values can be found by performing a search using the parcel’s Polk County property identification number, the owner’s name as of June 1, 2025 or the location address, if known. The website address is: <https://quicksearch.ennead-data.com/hainescitysw/>. This information can also be found on the City’s website.

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

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

### **Budget Impact**

Revenue associated with the Stormwater Assessment revenue will be reflected in the FY 2025-26 Budget. Such revenue is a material feature of the City’s annual budget. Every dollar not assessed will consume a





concomitant dollar of general revenue from the City's property tax proceeds or result in a severe reduction in levels of service. For example, and for context, if the City Commission were not to approve the attached Resolution and the comparable one for fire service, the City would need to increase its property tax millage by approximately 1.7 mils from 7.5895 to 9.2895 mils).

### **Balancing Use of Revenues Available to Our City**

Last year's mileage was 7.5895. If the City Commission decides to go without the fire and stormwater non-valorem revenue (both combined annually equal approximately \$6.2M), the City's millage would need to be raised to 9.2895.

This would bring the City close to the State constitution's 10 mil cap, and likely achieve the highest ad valorem tax rate millage of any comparably sized municipality in Polk County (or surrounding counties).

Unlike the use of TRIM for non-ad valorem assessments, TRIM notice is annually mandatory for ad valorem property taxes. The due date to give the Property Appraiser TRIM info on the City's fire and stormwater assessments is July 11, 2025; and August 4, 2025 for ad valorem property taxes.

The Finance Director along with City management and staff simply have not been able to reasonably identify \$6.2M in new revenue, or cuts in the annual budget in such an amount. This exemplifies reality of the why the City has used the fairness and proportionality of non-ad valorem assessments for the past 12 years.

It is imperative to keep in mind: if property tax millage is to be raised, adoption of the necessary resolution and certification of the proposed increase in property taxes is due to the property appraiser by August 4, 2025.

Failure to timely make that notification deadline will present a statutory bar to increase milage for the upcoming budget. As well, once so noticed there is no opportunity to change the TRIM notice, but the City can impose a lower millage rate.

Accordingly, the City Commission *could* adopt BOTH the non-ad valorem special assessments AND a proposed property tax increase - to keep options open through most of August. However, short of drastic cuts to other lower priority budget items, other than public safety / public works, there is no substantial revenue available to the City to underwrite not using non-ad assessments.

Also, please consider that *by keeping options open by noticing both*, the City Commission will undoubtedly attract responses from the residents of at least the 7,000+ new homes added to the City over the last 13 years, who will be required to carry disproportionately (when compared to the judicially approved more proportional special assessments) the funding of the \$6.2M shortfall. Most, if not all of these new property owners, have homes just below the average value for the City and above, and will see an overall tax increase on their TRIM notice (even if the Commission decides otherwise). Accordingly, staff does not encourage the notice of an increase in taxes. Therefore, timing considerations require adoption of the non-ad valorem assessments to continue to consider steep budget cuts or other new (but unlikely and certainly not yet identified) annual revenue.



**Recommendation**

Staff recommends the City Commission approve the attached Resolution, adopting the Non-Ad Valorem Assessment roll for the Stormwater Assessment, continue to look for new revenue, and/or certify a proposed increase in property taxes by August 24, 2025.

**RESOLUTION NO. 25-1880**

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; APPROVING THE FISCAL YEAR 2025-26 NON-AD VALOREM ASSESSMENT ROLL FOR STORMWATER MANAGEMENT SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR DIRECTION CONCERNING INTERIM ASSESSMENTS; PROVIDING FOR RATIFICATION AND CONFIRMATION OF APPORTIONMENT METHODS; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; CONFIRMING REQUIRED NOTICE AND IMPOSING AND LEVYING STORMWATER MANAGEMENT ASSESSMENTS; PROVIDING FOR ADDITIONAL NOTICE UNDER SECTION 200.069, FLORIDA STATUTES, ONGOING WORK ORDER DIRECTION, AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY.** This Resolution of the City Commission (the "Commission") of City of Haines City, Florida (the "City") is adopted pursuant to City Ordinance No. 16-1530 (the "Assessment Ordinance"), City Resolution No. 16-1202, as amended, supplemented, and confirmed from time to time, the "Initial Annual Assessment Resolution", sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** This Resolution is the Annual Assessment Resolution for the Fiscal Year (sometimes also called the budget year) commencing October 1, 2025, contemplated by Section 2.05 of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Annual Assessment Resolution.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined, and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Annual Assessment Resolution imposing special assessments to provide for the funding of stormwater management services, facilities, and programs.

(B) Prior to commencing collection, the City obtained a judicial determination from the Circuit Court of the Tenth Judicial District of the State of Florida in and for Polk County that validated and confirmed, among other things, the legality and validity of the Assessment Ordinance, the Initial Annual Assessment Resolution, the reasoned ability to legally rely upon the imposition of special assessments in the form of Stormwater Assessments to annually fund stormwater management essential services and fund and finance associated capital improvements and equipment, the method of apportioning the Stormwater Assessments among the real property subject thereto, the special benefit conveyed by the stormwater management services and facilities funded in part through the Stormwater Assessments, the superior nature of lien of the Stormwater Assessments and the legality of all proceedings and matters in connection therewith (the “Final Judgment”). The Court confirmed with finality all of the City’s determinations presented therein, which in part included:

(1) The City’s stormwater management program considers improved water quality, drainage management, flood hazard minimization, capital needs like equipment and infrastructure construction if needed, enhanced public awareness, and other initiatives, including administration, that support these activities or objectives. Collectively, these stormwater related activities or objectives constitute an essential service and delivery of capital within the City.

(2) The allocation of a portion of the stormwater program costs now, in part, takes the form of a special assessment conforming to the uniform collection process and protections of the Uniform Assessment Collection Act. Special assessments are levies made against certain real properties to defray all or part of the cost of a particular activity or service or provision of capital equipment or improvement deemed to benefit substantially those real properties, or relieves a burden created by those properties.

(3) The National Pollutant Discharge Elimination System (NPDES) establishes the level of pollutant discharge a community can have from its stormwater system. Originally directed at large local governments, an expansion of applicability to require small municipalities such as the City to require programs that will protect water quality and meet the appropriate water quality standards of the Clean Water Act. A failure to comply with NPDES and related State of Florida mandates could result in loss of permits and fines. However, complying with these and related requirements directly burdens a local

government that must deal with administrative, management, capital equipment and construction costs that might otherwise not be affordable within the limitations imposed on general fund revenue by statutes or the Florida constitution let alone political palatability.

(4) The development and use of stormwater management programs and systems inherently benefit and relieve burdens caused by real property.

(5) The lack of continuing investment in stormwater management leads to the deterioration or failure of existing stormwater systems such that costs are often experienced in ways not envisioned. It is not uncommon, for example, for stormwater to intrude on wastewater systems causing them to experience unneeded loads and treatment. At the same time, deficient stormwater management systems lead to obvious environmental damage as persons and wildlife are exposed to pollution from runoff, resulting in damage to property and degradation to water bodies and supplies.

(6) A special assessment is a tax equity tool and is a careful means of defraying the costs of a stormwater program because the City's general fund must otherwise absorb expenditures that are a core responsibility of local government and logically associated with properties, classes of properties, or users of properties.

(C) On May 19, 2016, the City Commission received and considered a report entitled "Technical Memorandum: Stormwater Program Report – Professional Review and Technical Guidance related to Stormwater Assessment for City of Haines City, Florida" prepared by Addie Javed, P.E., Public Works Director (the "Technical Memorandum"). Public Utility Management & Planning Services Inc. reviewed the Technical Memorandum and issued a letter in support of the methods and conclusions reached in the Technical Memorandum (the "Peer Review" and, together with the Technical Memorandum, herein after the "Stormwater Report"), signed by Dr. Frederick Bloetscher, which was reviewed by the City Commission prior to adoption of the associated Annual Assessment Resolution in 2016 and were received into evidence and submitted to the Circuit Court in the immediately subsequent validation proceedings.

(D) Subsequently the City directed the staff to move to inventory and begin to create a 'best available' data approach using available technology and public records to determine impervious area to better implement stormwater management and create an improved means to provide and share the cost of these essential service and capital components in the manner presented to the Court. The City Commission has considered the Executive Summary Concerning Stormwater from Camilla Augustine as requested by work order, dated June 5, 2018, and updated July 11, 2018, detailing the Assessment Roll development; and an annual update summary from Ennead, LLC dated June 23, 2025 collectively (the "Updated Executive Summary"). The Updated Executive Summary

is reasoned and consistent with the use of the refined impervious-based models previously determined by the City Commission and Circuit Court to be a fair and reasoned approach but requires and will allow the City to better use the method approved by the Court.

(E) The use, in part, of data derived from the Tax Roll (both in form and content), which is a statutorily required and uniformly maintained database of all Tax Parcels employed by the Property Appraiser and Tax Collector, together with one or more proxies for impervious characteristics of various Tax Parcels and providing Stormwater Improvements associated with the City's stormwater system represents a reasonably accurate, fair and efficient means to allocate or distribute Stormwater Management Assessed Cost associated with a portion of the level of service focused on undertaking Stormwater Management Service.

(F) Considering and using the impervious based approach articulated in the Stormwater Report and the Updated Executive Summary the City Commission now acts to adopt this Annual Assessment Resolution.

(G) It is fair, reasonable, effective, and efficient for all Tax Parcels, including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability, to share equally in the more fixed costs represented by the special assessments to be imposed hereby, particularly since such costs are not entirely nor necessarily dependent upon or determined by physical characteristics or demand, but rather the necessary development of geographic and other data necessary for modern stormwater management in order to achieve a budgeted level of service.

(H) It is also fair and reasonable that some portion of fixed costs and variable costs be shared and distributed among Tax Parcels, including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability, using apportionment methods which are weighted more heavily on the Stormwater Assessment Roll (using data from the Tax Roll) toward physical characteristics, such as those represented by an Equivalent Residential Unit or other proxy associated with stormwater run-off.

(I) City staff and consulting professionals have reviewed current and prior year budget information related to the provision of stormwater management services, facilities and programs and conducted a reasoned analysis of fixed and variable cost budget components, resulting in the determination that all Tax Parcels benefit in a substantially uniform manner from services, facilities and programs characterized as fixed and otherwise necessary to provide the Stormwater Management Service and, in particular, the Program Cost. It is fair and reasonable to multiply the estimated budget for stormwater services, facilities and programs by an identified proportion of the costs characterized as fixed associated with the Stormwater Management Service, in order to determine a proportional amount of the estimated budget allocable to such fixed costs;

and, then divide such amount by a reasonable estimate of the total number of Tax Parcels within the City in order to determine the proposed annual rate of assessment per Tax Parcel in an attempt to uniformly and proportionally fund such core fixed costs.

(J) Alternatively, and supplementally, it is fair and reasonable to fund all or a portion of the Stormwater Management Assessed Cost in any given year entirely on the basis of aspects of impervious or physical characteristics of each individual Tax Parcel.

(K) In developing a recurring revenue source to fund a portion of the cost components of the City's annual budget associated with Stormwater Service and in particular Program Cost, it is not necessary to solely focus on the physical characteristics of individual Tax Parcels. Instead, in this context, each individual Tax Parcel contributes similarly to the required Program Costs, and similarly and substantially shares the same benefits from such core fixed cost components; and therefore, it is fair and reasonable to ask the owner of each Tax Parcel to contribute equally toward funding all or a portion of the core fixed costs associated with such Program Costs to provide stormwater management services and facilities.

(L) The findings of the City Commission are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as consideration by the City Commission. A combination of the foregoing yields a reasoned apportionment methodology premised upon two distinct tiers or classes of apportionment allocation: Tier 2 – a sharing of benefits, burdens and costs for stormwater management services and facilities based upon impervious characteristics for each Tax Parcel in the City as compared to the same for all Tax Parcels in the City; and Tier 1 – a sharing of benefits, burdens and costs for stormwater management, services and facilities on a per Tax Parcel allocation premised upon core fixed costs (such as Program Costs) with no substantial logical relation to physical characteristics of the Tax Parcel. Although either of these two tiers might be used singularly to address a significant portion of the budget for special assessment apportionment purposes, together they provide a simplified and powerful equity tool for the City to fairly and reasonably share assessable benefits, burdens, and costs among all assessable Tax Parcels in the City.

(M) The City is not required to fully fund any given essential service or capital cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may alternatively determine to fund all or some discrete portion of an essential service or capital cost, such as stormwater services, facilities, and programs, with general fund or other legally available revenues. The determination as to whether to contribute other legally available revenues, and how much to contribute, lies solely in the discretion of the City Commission.

(N) There is no requirement that the City impose an assessment for the maximum amount of the budget, or any portion of the budget, that can be funded by special assessments. Stated in the alternative, the City Commission may annually

determine as a tax equity tool to impose special assessments at a rate less than necessary to fund all or any specific portion of the costs which might otherwise be funded by special assessments associated with stormwater services, facilities, and programs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Assessment may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the validity of each apportionment approach used for the remaining portion of the budget attributed to the Stormwater Management Assessed Cost. This flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Commission. However, in no event shall any annual rate of special assessment exceed that previously noticed to the affected landowners without further notice and public hearing pursuant to the Assessment Ordinance.

(O) Any system, metric, or analytical view of appraising benefits or assessing costs will be open to some criticism or suggestion of alternative methods or approaches, and the City Commission has been informed as to the facts, analysis, law, and policy latitudes available to it in determining the Stormwater Management Assessed Cost and the rate of the Stormwater Assessment in the process of approving the Stormwater Assessment Roll.

(P) The apportionment among Tax Parcels of a portion of the City's annual budget for services, facilities and programs represented by the assessment rates and Stormwater Assessment adopted are reasonably characterized as necessary for providing the Stormwater Management Service; and is a fair and reasonable means to annually allocate and share such benefits, burdens, and costs for the upcoming Fiscal Year and in subsequent Fiscal Years.

(Q) The benefits derived, or burdens relieved from the Stormwater Management Service to each Tax Parcel subjected to the Stormwater Assessment equal or exceed the amount of the special assessments as described and/or levied and imposed by the City. The Assessment for any Tax Parcel within the City in employing such approach or approaches also does not exceed the proportional benefits (or corresponding relief of burdens) that such Tax Parcel will receive (or cause) compared to any other Tax Parcel so assessed within the City.

(R) The Stormwater Assessments imposed in accordance with determinations and provisions of this Annual Assessment Resolution provide a proper and equitable method of funding associated stormwater services, facilities, and programs by fairly and reasonably allocating a portion of the cost thereof among specially benefited property.



(S) Sharing and apportioning among properties the benefits, burdens, and costs of stormwater management among fixed and more variable costs as previously recommended to the Commission in 2016 has been determined by the Circuit Court as proper as it allows the City Commission to take a longer planning view. Year to year the City Commission is better able to visualize and address what stormwater management means to the community, understand its costs, and balance those costs with other competing public needs.

(T) This Annual Assessment Resolution continues to implement the transition presented to the Circuit Court to a more equitable assessment approach with regard to funding stormwater related annual costs. The City will still be able to assess properties based on a two-part rate structure consistent with the manner presented to the Circuit Court in the 2016 validation proceeding.

(U) The rate structure approved herein now serves to annually implement the articulated and contemplated transition focused, in part, upon the impervious aspect for sharing and apportioning some fixed and only variable assessed stormwater costs in the Tier 1 part of the rate structure (variable) again this coming year and in future years. The amount assessed does not reflect full cost recovery of all stormwater management service costs and the remaining costs associated with stormwater management service in the City's public works budget must still come from (1) other legally available funds; (2) simply not addressing additional stormwater management service needs and demands; or (3) cuts in level of service.

(V) The Assessment Ordinance provides for the adoption each year of an Annual Assessment Resolution approving, confirming, or amending the Stormwater Assessment Roll.

(W) The City Commission has considered the annual funding of the stormwater related public works budget along with advice and input from City officials and staff and confirmed the annual notice and budget consideration process for use of the Stormwater Assessment as a component part of the overall annual budget by identifying proposed rates and charges for the assessments.

(X) The City Commission determines that rates will not increase and a timely scheduled and properly noticed a public hearing for July 3, 2025 has been conducted to consider adoption of the Stormwater Assessment Roll for Fiscal Year 2025-26.

(Y) Notice required by law of such public hearing was published in compliance with Section 2.04 of the Assessment Ordinance and the Uniform Collection Assessment Act and proof of publication is attached hereto as composite Appendix A.

(Z) The Stormwater Assessment Roll (along with additional explanatory information on the City's website) has heretofore been made available for inspection by the public. All notice required to be provided to a property owner in the manner required by the Uniform Assessment Collection Act and the Assessment Ordinance has been duly

provided. By timely adoption of the Stormwater Assessment Roll, additional and extraordinary notice will also be available as a part of the annual TRIM process conducted by the Property Appraiser pursuant to Section 200.069, Florida Statutes, later this Summer.

(AA) A public hearing was held on July 3, 2025 and comments, concerns and objections of all interested persons have been duly received, heard, and considered. Additionally, the City Commission has reviewed and considered the matters referenced and incorporated herein. All of the foregoing has been considered in the context of public discussion of the subject of funding stormwater management services, facilities and programs at regularly scheduled meetings and workshops of the City Commission on numerous occasions in the past and currently, as well as the overall fiscal and other circumstances of the City.

(BB) The Assessments contemplated in this Resolution are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial. Further, the Assessments contemplated in this Resolution are distinct and entirely separate from any charges or non-ad valorem assessments imposed by Polk County, or any state water management or special water control district under the auspices of general law, including chapter 298, Florida Statutes; and do not repeat, duplicate, or otherwise pay for the purposes of such other charges or assessments by any other such governmental entity.

(CC) The legislative determinations and findings set forth in the Initial Annual Assessment Resolution and the Final Judgment, including the evidence presented therein, have again been considered and are also hereby in context incorporated herein by reference.

#### **SECTION 4. DIRECTION CONCERNING INTERIM ASSESSMENTS.**

(A) Pursuant to Section 2.13 of the Ordinance an interim Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of an Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued, with such monthly rate being imposed for each full calendar month remaining in the Fiscal Year after the issuance of the Certificate of Occupancy.

(B) As a matter of expediency and due to the relatively small amount of growth and disproportionately small amount of revenue to be collected, and the fact that assessment will be captured automatically in the ensuing Fiscal Year assessment, the City Commission makes the practical determination to not seek to collect any such unpaid

interim assessments for the period prior to January 1, 2025. All costs for services and facilities attributable to same shall be paid for by legally available revenues other than any Stormwater Service Assessment proceeds.

**SECTION 5. RATIFICATION AND CONFIRMATION.** The benefits to property and methods of apportionment provided for herein, and the use of proceeds of the non-ad valorem assessment to pay for capital equipment and facilities have previously been judicially validated as for proper, legal and paramount public purposes and fully authorized by law by the Circuit Court of the Tenth Judicial District of the State of Florida in and for Polk County; and, are hereby ratified, confirmed and advanced as being employed and similarly used by and for the purposes of this Resolution. For the purposes of supporting and adopting this Resolution the determinations in the foregoing Final Judgment, and the Initial Annual Assessment Resolution are each also hereby incorporated as supplements, and herein by reference, and ratified and confirmed under the circumstances and timing required to govern effectively as relevant and applicable.

**SECTION 6. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.**

(A) The Fiscal Year 2025-26 Stormwater Assessment Roll, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved at the rates and changes described in the updated Executive Summary for Fiscal Year 2025-26 based upon the number of factored impervious equivalent units (ERU) rate for each Tax Parcel (Tier 1 rate) of \$6.24 per ERU, and a per Tax Parcel rate at \$48.00 per Tax Parcel (Tier 2 rate), together with a \$5 collection charge to defray City costs.

(B) As provided by the Assessment Ordinance, the amount of the annual Stormwater Management Assessment shall include the fees imposed by the Property Appraiser and Tax Collector to employ the uniform method of collection and the Assessment Coordinator is directed to adjust as necessary to account for statutory discounts, both of which are equitably necessitated when employing the efficiencies of collecting the Assessment annually on the same bill as for property taxes.

(C) The Assessment Coordinator is hereby authorized and directed to accordingly update and cause certification for the collection of the foregoing Assessment Roll using the uniform method described in the Uniform Assessment Collection Act.

(D) As directed herein the Stormwater Assessments are hereby imposed and levied for proper, legal, and paramount public purposes, and constitute a lien against Assessed Property equal in rank and dignity with the lien of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

**SECTION 7. EFFECT OF ADOPTION OF RESOLUTION; DIRECTION.**

(A) The adoption of this Annual Assessment Resolution shall be the final adjudication of the matters presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the effective date hereof.

(B) The City Commission also requests inclusion of adopted non-ad valorem assessments in the Property Appraiser's notice of proposed property taxes and adopted non-ad valorem assessments under section 200.069, Florida Statutes, if possible, without any additional cost to the City.

(C) The City has successfully enjoyed an array of judicially validated accomplishments and associated professional services for over a decade. For redundancy and to assure continuation of the array of necessary non-ad valorem services annually, the City Commission confirms the use and involvement of special counsel, Mark G. Lawson, and the following approved consultants: Owen M. Beitsch, GAI Consultants, Inc. (GAI or successor employer); Erin Pomeroy, ENNEAD LLC. (Ennead or successor employer); Frederick Bloetscher, Public Utility Management and Planning Services, Inc. (PUMPS or successor employer), and Kelly Wright and Kuda Wekwete, David Taussig and Associates, Inc. now DTA Public Finance, Inc. (DTA or successor employer) all of which have been used and necessarily employed to serve the City, involving successful and productive results for the City for over 12 years. The foregoing persons and firms are generally and collectively referred to herein as 'approved consultants'. In ensuing years, by cooperative consensus among the foregoing special counsel and the approved consultants, the project lead role under the relevant Work Order may be assigned to any approved consultant upon written approval of the City Manager, or such person's designee as Assessment Coordinator.

(D) The City Manager, City Attorney, and all other City officials, employees, agents, counsel, approved consultants and professionals are each and all directed and authorized act, and they are authorized to take all such actions on behalf of the City to accomplish all matters necessary to timely achieve the purposes and effect of this Resolution. Such actions expressly include updating any work orders to be consistent with this Resolution, and to be effective as of this date; so long as approved in writing by the City Manager, with the concurrence of the City Attorney as to form and content.

**SECTION 8. SEVERABILITY.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction as unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions of this Resolution.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** this \_\_\_\_\_ day of July 2025.

**CITY OF HAINES CITY**

(SEAL)

By: \_\_\_\_\_  
Morris L. West  
Mayor-Commissioner

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

APPROVED AS TO FORM AND  
CONTENT:

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

APPENDIX A  
PROOF OF PUBLICATION

4910-2374-2234, v. 8



# HAINES CITY

WWW.HAINESCITY.COM

## **CITY MANAGER MEMORANDUM**

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

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

**From:** Brian Ross, CGCIO, Technology Management Director

**Date:** July 03, 2025

**Subject:** Extension of Fiber to Fire Station No. 3/EOC

### **Executive Summary**

Contract with PCS to extend the City's fiber for Fire Station No. 3/EOC.  
Staff Contact: Brian Ross, Technology Management Director

### **Introduction**

The intent of this item is to contract with PCS to extend the City's fiber to Fire Station No. 3/EOC.

### **Background**

The City currently uses fiber optic cabling to provide secure and fast communications to its facilities. This project will relocate the current terminus to the new utility easement and extend the City's current fiber infrastructure to the new fire station/EOC and lift station.

Precision Contracting Services (PCS) is currently under contract with the City to perform fiber optic cable installations. They have quoted the City a maximum price of \$213,535 for this work.

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

Technology: Utilize technology to enhance public services.

### **Budget Impact**

The budget impact for fiscal year 2025 is \$213,535. The item is currently budgeted in the Technology Management Department Capital account 001-30-51-3-6-64-10.

### **Recommendation**

Staff recommends approval of contracting with PCS to extend the City's fiber optic cable to Fire Station No. 3/EOC for a cost not to exceed \$213,535.







# PRECISION CONTRACTING SERVICES INC.

Precision Fiber

Optic Systems

15834 Guild Court  
Jupiter, Florida 33478  
Phone: 561.743.9737  
Fax: 561.743.0775  
www.pcsfiber.com

|                          |                                                                                   |                    |              |
|--------------------------|-----------------------------------------------------------------------------------|--------------------|--------------|
| <b>To:</b>               | City Of Haines City                                                               | <b>Contact:</b>    | Brian Ross   |
| <b>Address:</b>          | 620 E Main St<br>Haines City, FL 33844                                            | <b>Phone:</b>      | 863-421-3600 |
|                          |                                                                                   | <b>Fax:</b>        |              |
| <b>Project Name:</b>     | 25.02.28 Haines City FS3 OSP UG Fiber & Massee Rd PB Relocate                     | <b>Bid Number:</b> |              |
| <b>Project Location:</b> | 25.02.28 Haines City FS3 OSP UG Fiber & Massee Rd PB Relocate,<br>Haines City, FL | <b>Bid Date:</b>   | 4/24/2025    |

| Item # | Item Description                                                        | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|-------------------------------------------------------------------------|--------------------|------|------------|-------------|
| 2      | BICSI RCDD Services                                                     | 120.00             | HR   | \$185.00   | \$22,200.00 |
| 3      | CADD, Operator (As Built)                                               | 32.00              | HR   | \$100.00   | \$3,200.00  |
| 4      | Clerical Support Services                                               | 16.00              | HR   | \$65.00    | \$1,040.00  |
| 10     | Duct Installer, Onsite (5man Crew)                                      | 300.00             | HR   | \$120.00   | \$36,000.00 |
| 14     | Conduit 4" (F&I) Directional Bore (6 Way Future Path)                   | 1,400.00           | LF   | \$29.50    | \$41,300.00 |
| 18     | Fiber Optic Cable UG -12F (F&I)                                         | 500.00             | LF   | \$2.95     | \$1,475.00  |
| 21     | Fiber Optic Cable UG 288F (F&I)                                         | 2,500.00           | LF   | \$3.95     | \$9,875.00  |
| 22     | Fiber Optic Cable Underground (Relocate)                                | 2,000.00           | LF   | \$2.00     | \$4,000.00  |
| 24     | Place Tracer Wire With Cable, #10- #14 Green                            | 2,700.00           | LF   | \$0.85     | \$2,295.00  |
| 26     | Fiber Optic Splice (Install Only)                                       | 600.00             | EACH | \$38.50    | \$23,100.00 |
| 28     | Fiber Optic Splice Closure (F&I)                                        | 2.00               | EACH | \$925.00   | \$1,850.00  |
| 29     | Fiber Optic Splice Tray (F&I)                                           | 13.00              | EACH | \$50.00    | \$650.00    |
| 30     | Fiber Optic Preterm Connector Assembly (F&I)                            | 300.00             | EACH | \$45.00    | \$13,500.00 |
| 32     | Fiber Optic Preterm Patch Panel (F&I)                                   | 3.00               | EACH | \$1,625.00 | \$4,875.00  |
| 34     | Fiber Optic Connector Panel (F&I)                                       | 25.00              | EACH | \$125.00   | \$3,125.00  |
| 56     | OTDR Test, Any Wavelength                                               | 1,200.00           | EACH | \$15.00    | \$18,000.00 |
| 61     | Pull & Splice Box (F&I) 30"x 60" Rectangular Or 36"<br>Round Cover Size | 3.00               | EACH | \$4,765.00 | \$14,295.00 |
| 68     | Pull & Splice Box Relocate                                              | 1.00               | EACH | \$1,255.00 | \$1,255.00  |
| 69     | Project Manager                                                         | 60.00              | HR   | \$150.00   | \$9,000.00  |
| 77     | Conduit Locate Services                                                 | 10.00              | HR   | \$125.00   | \$1,250.00  |
| 88     | Install / Replace Marker Posts Per Unit Price Includes<br>Marker        | 10.00              | EACH | \$125.00   | \$1,250.00  |

**Total Bid Price: \$213,535.00**

## Notes:

### • General - Scope & Location

**Location: Haines City FO Cable add. 288 to FS#3 12ct to LS & Relocate Existing Vault at Massee Rd.**  
**PRICING IS BASED ON PIGGYBACK OF PASCO MASTER CONTRACT WITH PCS**

**PCS INCLUDES** the UG installation, splicing, termination & testing of a 288F and 12ct SM fiber optic cable as noted on estimate

**PCS INCLUDES** FO Cable **Relocation and/or Removal** scope of work only when specified by plans notes or special provisions and specifically quoted with a unit price in PCS proposal.

**PCS EXCLUDES** any/all conduit, pull/splice box, FO tubular delineator removal, relocation or installation which may be required by project specifications or plan notes other than units noted on estimate. All modifications needed to conduits, pull boxes, markers or other infrastructure shall be performed by others.

**PCS EXCLUDES** from PCS Scope of Work any infrastructure modifications which may be necessary to complete the fiber optic cable installation.

**Per CLIENT - Do not install any 288 Trunk out from new bldg N then E along park place blvd at this time**

### • General - Unit Prices

All prices quoted are **UNIT PRICES**. Project invoices and payments shall be determined by actual field measurements for quantities installed on project. All payments to PCS shall be inclusive of all actual quantities installed on the project.

- **General - 30 Day Notice – Work Days**

PCS requires 30 days written notice from Fully Executed Contract Date for project scheduling and material procurement. PCS will require 10 work days to perform the proposed work.

- **General - MOT (Excludes Lane Closures)**

**PCS INCLUDES** MOT for the immediate work area of their crews as required by the MUTCD. However any MOT requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be provided by others.

**PCS EXCLUDES** the cost for lane closures, detours, traffic diversions and/or police officers from scope of work in PCS proposal.

- **General - Mobilization**

PCS will mobilize a total of 1 times for the proposed work after noticed by the contractor. Additional Mobilizations will be billed as additions to contract at \$500 per Mobilization.

- **General - Duct Plugs (Included)**

**PCS INCLUDES** the one hole duct plugs necessary to comply with standard specifications relevant to the duct housing installation of fiber optic/copper communication cables.

**PCS EXCLUDES** duct plugs for vacant / electrical pathway conduits.

- **General - No Bond (Sales Tax Included)**

**PCS EXCLUDES** the cost for a performance bond. Sales Tax or Use Tax has been included for all materials.

- **General – Fiber Pathways**

All conduits, cable tray, pull boxes, manholes, ladder racks, man hole racks, risers, entrances and/or poles not specifically listed in Estimate must be installed and tied in by OTHERS prior to PCS starting work.

**PCS INCLUDES** the installation or furnish and installation of fiber optic cable as noted

**PCS EXCLUDES** all infrastructure pathways, pull boxes, man holes, risers, NEMA cabinets, building entry or poles unless specified in estimate

**PCS is not responsible for damage by others to FO Cable or other equipment after placement by PCS.** Contractor must allow sufficient time for Subcontractor to complete its scope of work after access to raceways is given

- **General - Complete Proposal**

Proposed pricing is based on award of all items bid upon. PCS reserves the right to modify unit prices if all quoted items are not awarded. Prices are only valid for 90 days of the bid date. PCS reserves the right to modify or withdraw their offer if either a letter of intent or a contract is not received within 90 days of the bid date.

- **General - Proposal as Addendum to Contract**

This proposal in its entirety and including all notes of clarification shall be added as an addendum to any resulting contract for the referenced project. If any of the PCS notes of clarification conflict with the contract provisions, the PCS notes shall supersede the contract provisions and govern accordingly.

- **All Contracts, Purchase Orders, Change Orders, and/or similar paperwork should be sent directly to [contracts@pcsfiber.com](mailto:contracts@pcsfiber.com). For other inquiries, call 561-743-9737.**

**Payment Terms:**

Payment Terms: NET 15 days and 12% APR for balances exceeding 30 days. There is a 3.5% processing fee for accepting payment by credit card for invoices.

Payment Terms for Repair Scopes of Work: The payment terms for any/all repair scopes of work shall be **DUE UPON COMPLETION**.

If a Payment & Performance Bond is provided, PCS will NOT accept ANY Retainage to be held from PCS progress payments.

If a Bond is NOT required of PCS, PCS will accept a Retainage clause of 5% up to a completion of 50% of the contract value, whereupon ANY/ALL retainage held to 50% of PCS contract value, SHALL be released and paid with the invoice where PCS exceeds 50% of the contract value.

**Required Documentation:**

Each order must be accompanied by a signed Purchase Order, Change Order or Contract. These documents are required in addition to the signature of acceptance below.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

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

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Precision Contracting Services, Inc**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** RA





# HAINES CITY

WWW.HAINESCITY.COM

## **CITY MANAGER MEMORANDUM**

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

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

**From:** Brian Ross, CGCIO, Technology Management Director

**Date:** June 17, 2025

**Subject:** State Grant Funded Fiber

### **Executive Summary**

Contract with PCS to build a multi-agency redundant fiber optic network partially funded by a state grant.  
Staff Contact: Brian Ross, Technology Management Director

### **Introduction**

The intent of this item is to contract with PCS to build a multi-agency redundant fiber optic network partially funded by a state grant.

### **Background**

The City received a \$1,200,000 grant from the State of Florida to help design and construct a multi-agency redundant fiber optic network in northeast Polk County. Both Davenport and Haines City have existing fiber optic infrastructure within their respective jurisdictions. The State Grant is helping to make use of these existing assets and add additional fiber segments to interconnect and expand these systems into a multi-agency redundant fiber optic network. The City has used \$212,000 of this grant funding with Pennoni to finalize the design, generate construction plans, and obtain the necessary permits.

Precision Contracting Services (PCS) is currently under contract with the City to perform fiber optic cable installations. They have quoted the City a maximum price of \$891,208 for this work.

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

Technology: Utilize technology to enhance public services.

### **Budget Impact**

The budget impact for fiscal year 2025 is \$891,208. The item is currently budgeted in the Technology Management Department Capital account 001-30-51-3-8-83-10.



**Recommendation**

Staff recommends approval of contracting with PCS to build a multi-agency redundant fiber optic network partially funded by a state grant.



# PRECISION CONTRACTING SERVICES INC.

Precision Fiber

Optic Systems

15834 Guild Court  
Jupiter, Florida 33478  
Phone: 561.743.9737  
Fax: 561.743.0775  
www.pcsfiber.com

|                          |                                                                                   |                    |              |
|--------------------------|-----------------------------------------------------------------------------------|--------------------|--------------|
| <b>To:</b>               | City Of Haines City                                                               | <b>Contact:</b>    | Brian Ross   |
| <b>Address:</b>          | 620 E Main St<br>Haines City, FL 33844                                            | <b>Phone:</b>      | 863-421-3600 |
|                          |                                                                                   | <b>Fax:</b>        |              |
| <b>Project Name:</b>     | 25.06.13 Haines City Powerline Rd To Holly Hill RD FO Cabling                     | <b>Bid Number:</b> |              |
| <b>Project Location:</b> | 25.06.13 Haines City Powerline Rd To Holly Hill RD FO Cabling,<br>Haines City, FL | <b>Bid Date:</b>   | 6/13/2025    |

| Item # | Item Description                                                     | Estimated Quantity | Unit | Unit Price | Total Price  |
|--------|----------------------------------------------------------------------|--------------------|------|------------|--------------|
| 2      | BICSI RCDD Services                                                  | 100.00             | HR   | \$185.00   | \$18,500.00  |
| 3      | CADD, Operator (As Builts)                                           | 50.00              | HR   | \$100.00   | \$5,000.00   |
| 4      | Clerical Support Services                                            | 24.00              | HR   | \$65.00    | \$1,560.00   |
| 6      | Electronics Technician, On Site                                      | 32.00              | HR   | \$145.00   | \$4,640.00   |
| 8      | Cable Installer, OnSite                                              | 32.00              | HR   | \$125.00   | \$4,000.00   |
| 10     | Duct Installer, Onsite 5M Crew 10 Days                               | 500.00             | HR   | \$120.00   | \$60,000.00  |
| 14     | Conduit 4" (F&I) Directional Bore (6 Way Future Path)                | 14,000.00          | LF   | \$29.50    | \$413,000.00 |
| 21     | Fiber Optic Cable UG 288F (F&I)                                      | 30,000.00          | LF   | \$3.95     | \$118,500.00 |
| 26     | Fiber Optic Splice (Install Only)                                    | 288.00             | EACH | \$38.50    | \$11,088.00  |
| 28     | Fiber Optic Splice Closure (F&I)                                     | 1.00               | EACH | \$925.00   | \$925.00     |
| 29     | Fiber Optic Splice Tray (F&I)                                        | 12.00              | EACH | \$50.00    | \$600.00     |
| 56     | OTDR Test, Any Wavelength                                            | 576.00             | EACH | \$15.00    | \$8,640.00   |
| 61     | Pull & Splice Box (F&I) 30"x 60" Rectangular Or 36" Round Cover Size | 42.00              | EACH | \$4,765.00 | \$200,130.00 |
| 69     | Project Manager                                                      | 200.00             | HR   | \$150.00   | \$30,000.00  |
| 77     | Conduit Locate Services                                              | 60.00              | HR   | \$125.00   | \$7,500.00   |
| 88     | Install / Replace Marker Posts Unit Price Includes Marker            | 57.00              | EACH | \$125.00   | \$7,125.00   |

**Total Bid Price: \$891,208.00**

## Notes:

### • General - Scope & Location

**Location: Haines City OSP Fiber Powerline Rd to Holly Hill Rd**

**PRICING IS BASED ON PIGGYBACK OF PASCO MASTER CONTRACT WITH PCS**

**PCS INCLUDES** the UG installation, splicing, termination & testing of a fiber optic cable as noted in estimate qrys.

**PCS INCLUDES** FO Cable **Relocation and/or Removal** scope of work only when specified by plans notes or special provisions and specifically quoted with a unit price in PCS proposal.

**PCS EXCLUDES** any/all conduit, pull/splice box, FO tubular delineator removal, relocation or installation which may be required by project specifications or plan notes other than units noted on estimate. All modifications needed to conduits, pull boxes, markers or other infrastructure shall be performed by others.

**PCS EXCLUDES** from PCS Scope of Work any infrastructure modifications which may be necessary to complete the fiber optic cable installation.

### • General - Unit Prices

All prices quoted are **UNIT PRICES**. Project invoices and payments shall be determined by actual field measurements for quantities installed on project. All payments to PCS shall be inclusive of all actual quantities installed on the project.

### • General - 30 Day Notice – Work Days

PCS requires 30 days written notice from Fully Executed Contract Date for project scheduling and material procurement. PCS will require 10 work days to perform the proposed work.

- **General - MOT (Excludes Lane Closures)**

**PCS INCLUDES** MOT for the immediate work area of their crews as required by the MUTCD. However any MOT requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be provided by others.

**PCS EXCLUDES** the cost for lane closures, detours, traffic diversions and/or police officers from scope of work in PCS proposal.

- **General - Mobilization**

PCS will mobilize a total of \_1\_ times for the proposed work after noticed by the contractor. Additional Mobilizations will be billed as additions to contract at \$500 per Mobilization.

- **General - Duct Plugs (Included)**

**PCS INCLUDES** the one hole duct plugs necessary to comply with standard specifications relevant to the duct housing installation of fiber optic/copper communication cables.

**PCS EXCLUDES** duct plugs for vacant / electrical pathway conduits.

- **General - No Bond (Sales Tax Included)**

**PCS EXCLUDES** the cost for a performance bond. Sales Tax or Use Tax has been included for all materials.

- **General – Fiber Pathways**

All conduits, cable tray, pull boxes, manholes, ladder racks, man hole racks, risers, entrances and/or poles etc. not listed in estimate must be installed and tied in by OTHERS prior to PCS starting work.

**PCS INCLUDES** the installation or furnish and installation of fiber optic cable and counts as noted in estimate.

**PCS EXCLUDES** all infrastructure pathways, pull boxes, man holes, risers, NEMA cabinets, building entry or poles not part of the pay item and qty's in estimate.

**PCS is not responsible for damage by others to FO Cable or other equipment after placement by PCS.** Contractor must allow sufficient time for Subcontractor to complete its scope of work after access to raceways is given

- **General - Complete Proposal**

Proposed pricing is based on award of all items bid upon. PCS reserves the right to modify unit prices if all quoted items are not awarded. Prices are only valid for 90 days of the bid date. PCS reserves the right to modify or withdraw their offer if either a letter of intent or a contract is not received within 90 days of the bid date.

- **General - Proposal as Addendum to Contract**

This proposal in its entirety and including all notes of clarification shall be added as an addendum to any resulting contract for the referenced project. If any of the PCS notes of clarification conflict with the contract provisions, the PCS notes shall supersede the contract provisions and govern accordingly.

- **All Contracts, Purchase Orders, Change Orders, and/or similar paperwork should be sent directly to [contracts@pcsfiber.com](mailto:contracts@pcsfiber.com). For other inquiries, call 561-743-9737.**

**Payment Terms:**

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days. May use VISA to pay amounts due. There is a 3.5% processing fee for accepting payment by credit card for invoices.

Payment Terms for Repair Scopes of Work: The payment terms for any/all repair scopes of work shall be **DUE UPON COMPLETION**.

**Required Documentation:**

Each order must be accompanied by a signed Purchase Order, Change Order or Contract. These documents are required in addition to the signature of acceptance below.

|                                                                                                                                                                                                                            |                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p> | <p><b>CONFIRMED:</b></p> <p><b>Precision Contracting Services, Inc</b></p><br><p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> RA</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|





## City of Haines City Advisory Board Application

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

Board of Adjustment \_\_\_\_\_

Charter Review Committee \_\_\_\_\_

Community Redevelopment Agency \_\_\_\_\_

Canvassing Board \_\_\_\_\_

Emerging Youth Advisory Council \_\_\_\_\_

Firefighters Pension Board of Trustees \_\_\_\_\_

General Employees' Pension Board of Trustees 3

Lakes Advisory Board \_\_\_\_\_

Parks and Recreation Advisory Board \_\_\_\_\_

Planning Commission \_\_\_\_\_

Police Pension Board of Trustees 1

Public Safety Advisory Board 2

### Personal Information

Haines City Resident: Yes ☒

No ☐

Name: STEVEN JOHN EVANS

Home Address: (Do Not use P.O. Box) 2405 St. Augustine Blvd.

City: Haines City Zip: 33844

Contact Phone: 321-442-5644

Email: donsteven01@gmail.com

### Employment Information – Please attach resume with submission

Employer: Haines City Police Dept.

Position Title: Police Officer/COP's unit

Business Address: 35400 Highway 27, Haines City, FL

Email: Steven.Evans@hainescity.com Zip: 33844

Contact Phone: 863-557-2272

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

Date: 6/16/2025



# STEVEN JOHN EVANS

H: (321)-442-5644 | C: (321)-442-5644 | E: stevenevans1268@gmail.com  
Orlando, Florida 32819

## PROFESSIONAL SUMMARY

Dedicated Law Enforcement professional with over four years in law enforcement with extensive experience in providing community safety, enforcing the laws, maintaining the peace, decreasing crime rates, investigating accidents and conducting routine patrols. Demonstrated proficiency in emergency procedures related to control, detained, and containment of suspects as a former State Correctional Officer. Excellent written and language skills in French, Creole, Spanish, and basic Portuguese. Ability to analyze situations and adopt quick, effective, and reasonable courses of action with due regard to surrounding and circumstances. Able to deal effectively with people having diverse social and economic backgrounds.

## SKILLS

- Interrogation techniques
- Search and seizure procedures
- Crisis intervention and de-escalation techniques
- Criminal Investigations
- Court testimony
- Community-oriented policing
- Fluent in French
- Fluent in Creole
- Fluent in Spanish
- Background investigations

## WORK HISTORY

### **POLICE OFFICER** *10/2017 to CURRENT* **HAINES CITY POLICE DEPARTMENT | Haines City, FL**

- Actively patrolled assigned areas to prevent and detect roadway crimes.
- Assisted in special investigations and crime prevention programs.
- Enforced traffic laws and ordinances through visual observation and radar speed detection.
- Led shift briefings occasionally to inform officers of important considerations such as properties to check and individuals of note in local areas.
- Talked regularly ( special events) with citizens to establish rapport and become familiar presence in area.
- Investigated crimes and accidents while administering first aid.

### **CORRECTIONAL OFFICER** *11/2016 to 10/2017* **FLORIDA DEPARTMENT OF CORRECTIONS | Avon Park, FL**

- Made rounds at specified intervals and conducted head counts and roll calls.
- Searched building and grounds, living quarters and work areas for contraband.
- Observed and supervised inmates throughout visits, meal time, recreation, phone calls and showers.
- Escorted inmates to and from cells, court, hospitals and medical appointments.
- Received and accounted for inmates personal possessions.
- Verified facility security by inspecting plumbing, outside areas, locks and cells for potential hazards.
- Maintained custody and control of 36 inmates housed in 3 security unit.

- Received and inspected mail, property and funds from visitors on behalf of designated inmates.

### **SECURITY SUPERVISOR**

*01/2007 to 01/2017*

#### **FLORIDA HOSPITAL EAST-ORLANDO | Orlando, FL.**

- Delivered accurate verbal and written reports to company personnel.
- Scheduling and post assignment.
- Conducted security audits per month to identify potential problems related to physical security, and staff safety.
- Monitored and evaluated unit performance on key security issues, recommending corrective action programs.
- Oversaw team of up to 6 security officers and managed administrative duties, including scheduling and performance evaluations.
- Moved around different security stations and vital areas to check on officers and adjust workflow to cover changing needs.

### **ASSISTANT LEAD SCREENER**

*01/2003 to 01/2007*

#### **Orange County Court House | Orlando, FL.**

- Checked all baggage using X-ray machines, metal detectors and Garrett wands.
- Performed deep searches and pat-downs to look for unauthorized materials and items such as weapons.
- Searched baggage containing potentially prohibited items by hand, demonstrating caution for level of suspected risk.
- Oversaw team of up to 12 security officers and managed administrative duties, including scheduling.
- Moved around different security stations and vital areas to check on officers and adjust workflow to cover changing needs.
- Scheduling and post assignment.
- Trained new security officers in deep searches of baggage, Simulation of test along side with Orange County Sheriff's Office

## **EDUCATION**

### **Bachelor of Arts | Legal Studies And Criminology Keiser University, Orlando, FL**

*05/2013*

- Majored in Legal Studies and minored in Criminology
- Member of Alpha Phi Sigma, Honor's Society, Orlando chapter
- Dean's List 2012
- Member of Student Government Association
- Graduated with 3.69 GPA

### **Associate of Arts | Criminal Justice Keiser Career College, Orlando, FL**

*06/2011*

- Majored in Criminal Justice
- Student Attendance Award 2012
- Member of National Criminal Justice Honor Society
- Graduated with 3.29 GPA

## **ACCOMPLISHMENTS**

- Served on Community Oriented Police and Street Crimes Unit for
- Collaborated with Texas CID of US Army murder case.
- Earned 16 accomplishment report over 12 months period.
- Issued 620 traffic citations over 12 months.

## **CERTIFICATIONS**

Certified Crisis intervention training (CIT) - Breath Test Alcohol Operator (BTO) Field Training Officer (FTO)





## City of Haines City Advisory Board Application

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

Board of Adjustment \_\_\_\_\_ Charter Review Committee \_\_\_\_\_  
Community Redevelopment Agency \_\_\_\_\_ Canvassing Board \_\_\_\_\_  
Emerging Youth Advisory Council \_\_\_\_\_  
Firefighters Pension Board of Trustees \_\_\_\_\_  
General Employees' Pension Board of Trustees \_\_\_\_\_  
Lakes Advisory Board \_\_\_\_\_  
Parks and Recreation Advisory Board \_\_\_\_\_  
Planning Commission \_\_\_\_\_  
Police Pension Board of Trustees 1 \_\_\_\_\_  
Public Safety Advisory Board \_\_\_\_\_

### Personal Information

Haines City Resident: Yes ☒ No ☐

Name: Britney A. Tarr

Home Address: (Do Not use P.O. Box) 1080 Patriot Loop

City: Haines City Zip: 33844 Contact Phone: (863)232-6952

Email: \_\_\_\_\_

### Employment Information – Please attach resume with submission

Employer: Haines City Police Department Position Title: Police Officer

Business Address: 35400 US Highway 27

Email: Britney.Tarr@HainesCity.com Zip: 33844 Contact Phone: (863)514-0277

Signature: 

Date: 06/13/2025





## City of Haines City Advisory Board Application

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

Board of Adjustment \_\_\_\_\_ Charter Review Committee \_\_\_\_\_  
Community Redevelopment Agency \_\_\_\_\_ Canvassing Board \_\_\_\_\_  
Emerging Youth Advisory Council \_\_\_\_\_  
Firefighters Pension Board of Trustees \_\_\_\_\_  
General Employees' Pension Board of Trustees \_\_\_\_\_  
Lakes Advisory Board \_\_\_\_\_  
Parks and Recreation Advisory Board \_\_\_\_\_  
Planning Commission \_\_\_\_\_  
Police Pension Board of Trustees 1  
Public Safety Advisory Board \_\_\_\_\_

### Personal Information

Haines City Resident: Yes ☒ No ☐

Name: Richard Rodriguez

Home Address: (Do Not use P.O. Box) 3589 Yarian Drive

City: Haines City Zip: 33844 Contact Phone: 863-488-4416

Email: richard.rodriguez@hainescity.com

### Employment Information – Please attach resume with submission

Employer: Haines City PD Position Title: Police Officer

Business Address: 35400 Hwy 27 Haines City FL

Email: richard.rodriguez@hainescity.com Zip: 33844 Contact Phone: 863-488-4416

Signature:  Date: 6/12/25







## City of Haines City Advisory Board Application

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

Board of Adjustment \_\_\_\_\_

Community Redevelopment Agency (CRA) \_\_\_\_\_

CRA - Citizens Advisory Committee \_\_\_\_\_

Emerging Youth Advisory Council \_\_\_\_\_

Firefighters Pension Board of Trustees \_\_\_\_\_

General Employees' Pension Board of Trustees \_\_\_\_\_

Lakes Advisory Board \_\_\_\_\_

Parks and Recreation Advisory Board \_\_\_\_\_

Planning Commission \_\_\_\_\_

Police Pension Board of Trustees \_\_\_\_\_ X

Public Safety Advisory Board \_\_\_\_\_

**Personal Information**

Haines City Resident: Yes



No



Name: Ronald L Brown

Home Address: (Do Not use P.O. Box) 1701 W Commerce Ave Lot 187

City: Haines City

Zip: 33844

Contact Phone: 407-495-9527

Email: thehalfhead@yahoo.com

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

Employer: Retired from HCPD

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

Business Address: \_\_\_\_\_

Email: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

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

Date: 06/27/2025





## City of Haines City Advisory Board Application

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

Board of Adjustment \_\_\_\_\_

Charter Review Committee \_\_\_\_\_

Community Redevelopment Agency \_\_\_\_\_

Canvassing Board \_\_\_\_\_

Emerging Youth Advisory Council \_\_\_\_\_

Firefighters Pension Board of Trustees \_\_\_\_\_

General Employees' Pension Board of Trustees 1 \_\_\_\_\_

Lakes Advisory Board \_\_\_\_\_

Parks and Recreation Advisory Board \_\_\_\_\_

Planning Commission \_\_\_\_\_

Police Pension Board of Trustees \_\_\_\_\_

Public Safety Advisory Board \_\_\_\_\_

### Personal Information

Haines City Resident: Yes ☒

No ☐

Name: Lisandra Rivera

Home Address: (Do Not use P.O. Box) \_\_\_\_\_

Personnel - Exempted

City: \_\_\_\_\_

Personnel - Exempted

Zip: \_\_\_\_\_

Personnel -

Contact Phone: \_\_\_\_\_

Personnel - Exempted

Email: lisandra\_rivera2000@hotmail.com

### Employment Information – Please attach resume with submission

Employer: City of Haines City

Position Title: HR Specialist

Business Address: 620 E Main St Haines City, FL

Email: lisandra.rivera@hainescity.com

Zip: 33844

Contact Phone: 863-421-9922

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

Date: 06/13/2025





## City of Haines City Advisory Board Application

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

Board of Adjustment \_\_\_\_\_

Charter Review Committee \_\_\_\_\_

Community Redevelopment Agency \_\_\_\_\_

Canvassing Board \_\_\_\_\_

Emerging Youth Advisory Council \_\_\_\_\_

Firefighters Pension Board of Trustees \_\_\_\_\_

General Employees' Pension Board of Trustees 1

Lakes Advisory Board \_\_\_\_\_

Parks and Recreation Advisory Board \_\_\_\_\_

Planning Commission \_\_\_\_\_

Police Pension Board of Trustees \_\_\_\_\_

Public Safety Advisory Board \_\_\_\_\_

### Personal Information

Haines City Resident: Yes ☒

No ☐

Name: Thomas Dempsey

Home Address: (Do Not use P.O. Box) 2865 Kokomo Loop

City: Haines City Zip: 33844

Contact Phone: 630 408-4201

Email: ironchefdempsey@yahoo.com

### Employment Information – Please attach resume with submission

Employer: Haines City

Position Title: pump/motor technician

Business Address: 426 Claude Holmes Sr. Ave

Email: thomas.dempsey@haines city Zip: 33844

Contact Phone: 863 421 3600

Signature: [Signature]

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