MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 2, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A 2026 Fair Housing Drawing Contest
   - 3.B Proclamation — National Homeownership Month
   - 3.C Employee of the Month for June
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing — Final Reading - Proposed Ordinance #26-06 - Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Industrial Business (IN): Hoagland Rd. Future Land Use Map Amendment - LUPA-25-0002

     AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.
   - 4.B Public Hearing — Final Reading - Proposed Ordinance #26-07 — Amending the Zoning Map designation from Agricultural Conservation (AC) to Industrial Business (IB): Hoagland Rd. Zoning Map Amendment - ZMA-25-0004

     AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
   - 4.C Public Hearing — First Reading - Proposed Ordinance #26-08 — Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS): Hoagland Rd. Future Land Use Map Amendment - LUPA-25-0009

     AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS

REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

4.D Public Hearing - First Reading - Proposed Ordinance #26-15 - An Ordinance establishing the Hilliard Isle Community Development District (CDD)

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

Anything requiring a vote will be heard at a later time.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A City Commission Minutes from the May 19, 2026, Meeting

7.B Easement Agreements for Woodside Drainage & Utility Phase 2

7.C Professional Services for National Pollutant Discharge Elimination System

7.D 3-Year HOME Program Consortia Renewal (FYs 2027, 2028, and 2029)

7.E Approval of an Election Administration Policy

7.F Second Extension of Continuing Surveying Services Contracts

7.G Construction Services for the Chambers Park Phase 2 Project

7.H Tohopekaliga Water Authority Developer’s Service Agreement

7.I Acceptance of funding from the Florida Department of Transportation Alert Today Florida’s High Visibility Enforcement for Pedestrian and Bicycle Safety Program

8. DISCUSSION ITEMS

8.A Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

8.B Advisory Board Vacancy: Planning Advisory Board

8.C Kissimmee Utility Authority (KUA) Board Appointment

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 3.A
2026 Fair Housing Drawing Contest

Request

Recognition of the winners and participants in the 2026 Fair Housing Drawing Contest.

Explanation

April is recognized as Fair Housing Month, commemorating the passage of the Fair Housing Act. The Fair Housing Act is a federal law that prohibits discrimination in housing and housing-related transactions based on race, color, national origin, religion, sex, familial status, or disability. Enforced by the U.S. Department of Housing and Urban Development, the law applies to the buying, renting, financing, and advertising of housing.

The City of Kissimmee, in partnership with the Osceola County Association of REALTORS, celebrates Fair Housing Month each year by hosting a drawing contest designed to raise awareness about housing discrimination. Each year, a partner organization is selected to participate in the contest. This year's featured organization was Aspire-Helping Others Make the Effort (AHOME).

In addition to the contest, participants in the AHOME Program took part in an educational discussion led by an attorney from Community Legal Services of Mid-Florida. The session focused on the basics of fair housing and provided tenants with important information about their rights and responsibilities under fair housing laws.

The winners of the 2026 Fair Housing Drawing Contest are as follows:

Adults:
1st Prize - Kaysa Singleton ($150)
2nd Prize - Carisma Marie Buffington ($100)

Children:
1st Prize - Emerald Moody ($75)
2nd Prize - Paris Buffington ($50)
3rd Prize - Ezequiel Moody ($25)

In addition, a third category was added to recognize Tayshawn Russell with a special award, the Artfully Creative Award ($75).

Because fair housing deserves year-round recognition, the drawings will be displayed at the Housing and Community Development (HCD) table during Community Resource Day at the Haven on Vine on July 13.

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):
1. 2026 Participation Certificates

CITY OF KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Bondi La Palme



In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



CITY OF
KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Carisma Marie Buffington

In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



CITY OF
KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Emerald Moody

In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



© CanStockPhoto.com

CITY OF
KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Ezekiel Moody

In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



CITY OF
KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Kaysa Singleton



In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



CITY OF KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Lorenzo Newbold



In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



CITY OF
KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Paris Buffington



In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



CITY OF KISSIMMEE
1883

CERTIFICATE OF APPRECIATION

Presented to:

Tay Shawn Russell



In recognition of your participation on the

Fair Housing Drawing Contest 2026

Presented on June 2, 2026

Jackie Espinosa

Frances De Jesus



ITEM 3.B
Proclamation — National Homeownership Month

Request

National Homeownership Month Proclamation presentation to Osceola Realtors Chief Executive Officer, Twis H. Lizasuain

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - National Homewonership Month

Proclamation

City of Kissimmee
Florida

NATIONAL HOMEOWNERSHIP MONTH

WHEREAS, homeownership remains a cornerstone of the American Dream and a vital foundation for strong, stable, and thriving communities; and

WHEREAS, the City of Kissimmee recognizes that homeownership strengthens our local economy, encourages civic engagement, and fosters pride in our neighborhoods; and

WHEREAS, owning a home provides individuals and families with stability, security, the opportunity to build equity, and a pathway toward long-term and generational wealth; and

WHEREAS, the Osceola County Association of REALTORS® and its members have served as trusted, pro-consumer advocates for more than 100 years—helping individuals and families navigate the homebuying and selling process, promoting financial literacy, protecting property rights, and working to expand access to homeownership; and

WHEREAS, REALTORS®, along with lenders, nonprofit organizations, and local leaders, play a vital role in providing guidance, education, and resources that empower consumers to make informed real estate decisions; and

WHEREAS, National Homeownership Month serves as an opportunity to recognize these collective efforts and to reinforce the importance of responsible and sustainable homeownership; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim June 2026 as **"National Homeownership Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 2nd day of June, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Employee of the Month for June

Request

Staff requests that the City Commission join the City Manager in recognizing Ulises Jimenez of the Public Works Department as the Employee of the Month for June.

Explanation

The City is proud to recognize Ulises Jimenez, Facilities Trade Worker with the Public Works Department, as our Employee of the Month. For the past seven years, Ulises has exemplified dedication, professionalism, and an unwavering commitment to excellence.

Ulises consistently performs his assigned duties at a high level and is known for his reliability and willingness to lend a helping hand whenever needed. He regularly goes the extra mile, whether stepping in to help coworkers, or ensuring work assignments are completed in a timely, high-quality manner. His willingness to help others and take initiative creates a positive team environment.

Ulises also demonstrates strong proactivity beyond normal job expectations by identifying potential issues before they become larger problems and taking appropriate action to resolve them quickly and effectively.

He volunteers to assist coworkers, takes on additional assignments, and ensures projects are completed successfully—one of his greatest strengths. In addition, he ensures that work orders are properly followed through and completed efficiently and with care.

The City would like to thank Ulises for his hard work, dedication, and outstanding service, and congratulates him on this well-deserved recognition as Employee of the Month.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing — Final Reading - Proposed Ordinance #26-06 - Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Industrial Business (IN): Hoagland Rd. Future Land Use Map Amendment - LUPA-25-0002

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Request

Requesting approval of a Final Reading of proposed Ordinance #26-06 Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Industrial Business (IN) on approximately 18.00 acres of land on Parcel ID: 30-25-29-00U0-0080-0000.

Explanation

Currently this parcel is vacant. This Future Land Use Map Amendment is associated with the portion of the parcel east of Shingle Creek, along Hoagland Blvd. This project is directly tied to ZMA-25-0004 and also associated with LUPA-25-0009 and ZMA-25-0012. In 2019, South Florida Water Management District (SFWMD) and Environmental Science Associates (ESA) conducted a site inspection of the Shingle Creek Mitigation Bank. The inspection found that there was hydrological stress on the outparcels along Hoagland Blvd, including the roughly 18 acres on parcel 30-25-29-00U0-0080-0000, reducing the wetlands in this area. Due to this, 17.94 acres were removed from the mitigation bank and 29.27 acres were added to the mitigation bank from another area. The applicant is now looking to extend the industrial corridor along Hoagland, and in doing so is proposing to add 157.31 acres of Conservation Future Land Use through LUPA-25-0009 and 79.51 acres of Agricultural Conservation zoning through ZMA-25-0012.

This property would help to increase the industrial center in the southwest quadrant of the City near the airport. This helps to ensure traffic, infrastructure and other industrial impacts are kept in specific areas that are meant for these types of uses. The property sits within the Conservation Overlay District, which will help to ensure any proposed developments will not have an adverse effect on the surrounding environment and to Shingle Creek. The Overlay requires any development within the district to conduct conservation impact reports. These reports will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

This Future Land Use Map Amendment to Industrial Business (IN) land use will provide consistency and compatibility with the parcel’s proposed zoning designation of Industrial Business (IB). The intent of the Industrial Business Future Land Use is to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

FINDINGS AND REASONS

1. Compliance with Comprehensive Plan Policy 1.2.4.3: Industrial Business (IN): This land use is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.
2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Comprehensive Plan Policy 1.1.3.2 in maintaining the major centers for industrial activity with this land use included in the airport and airport environs within the southwest quadrant of the City.
4. Compliance with Land Development Code 14-4-7.B, Conservation Overlay District, which is intended to protect the integrity of environmentally sensitive areas including wetlands, surface waters, floodplains, and special wildlife and plant habitats. This is to be achieved by requiring the preparation and implementation of an acceptable conservation impact report in conjunction with any development proposal submitted for a use permitted in the underlying zoning district. This report will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

Recommendation

Approve Final Reading of Proposed Ordinance #26-06.

The Development Review Committee (DRC) recommended approval on May 20, 2025.

The Planning Advisory Board recommended approval by a vote of 3 to 2 at their March 18, 2026, meeting

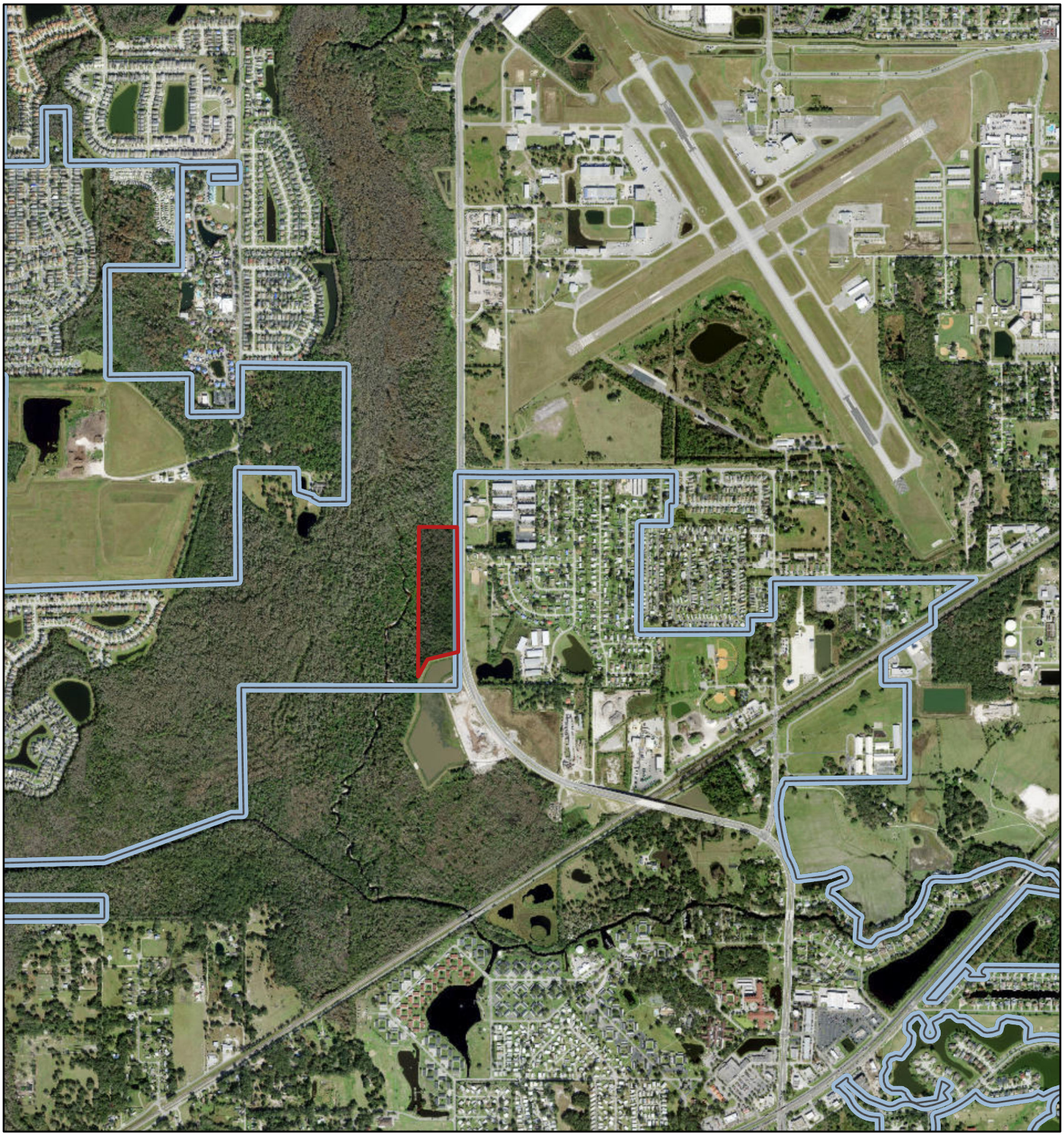
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ryan Altizer

Attachment(s):

1. LUPA-25-0002 Aerial Map
2. LUPA-25-0002 Vicinity Map
3. LUPA-25-0002 Site Data Table
4. (S) LUPA-25-0002 Hoagland Road Proposed Ord 26-06
5. LUPA-25-0002 CC Ad
6. LUPA-25-0002 DRC Comments
7. LUPA-25-0002 Supporting Docs



February 9, 2026

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0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

Road Centerlines

City Limits

CITY

COUNTY

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

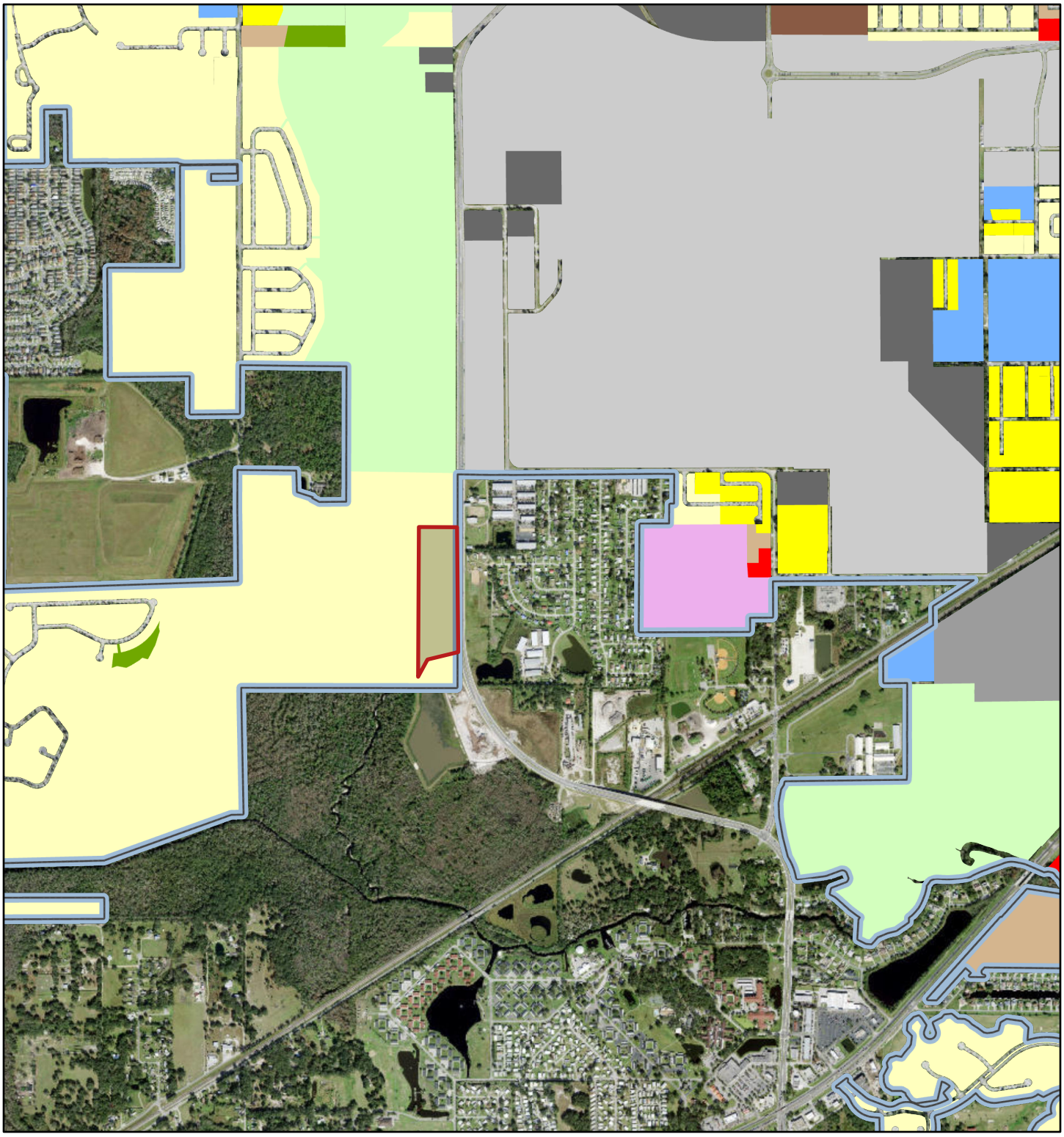
High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

State of Florida, Earthstar Geographics

LUPA-25-0002
Hoagland Road Future Land Use Amendment
Parcel ID: 30-25-29-00U0-0080-0000



February 9, 2026

Road Centerlines

City Limits

CITY

COUNTY

Future Land Use

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)
- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tepestry)
- MU-FB (Frank Brown)

1:23,974

0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

State of Florida, Earthstar Geographics

Hoagland Rd. Future Land Use Map Amendment, LUPA-25-0002
Parcel IDs #30-25-29-00U0-0080-0000;
Site Data Tables

Site Data	
Size	+/- 18.00 acres
Future Land Use Designation	Single-Family Low Density Residential (SF-LDR)
Proposed Future Land Use Designation	Industrial Business (IN) - City
Zoning District Designation	Agricultural Conservation (AC) – City
Proposed Zoning District Designation	Industrial Business (IB) – City
Existing Overlay District	Conservation Overlay (CO) and the Multimodal Transportation District (MMTD)
Existing Use(s)	Vacant
Proposed Use(s)	N/A
Adjacent Land Use	
North	Single-Family Low Density Residential (SF-LDR) - City
South	Single-Family Low Density Residential (SF-LDR) - City
East	Industrial - County
West	Single-Family Low Density Residential (SF-LDR) - City
Adjacent Zoning	
North	Agricultural (AC) - City
South	Agricultural (AC) - City
East	Industrial General (IG) - County
West	Agricultural (AC) - City
Zoning History	N/A
Past/Current Project Tracking	ZMA-25-0004, ZMA-25-0012 and LUPA-25-0009

Comprehensive Plan Summary	
Policy 1.2.4.3: Industrial Business (IN): This land use is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation	
Potential Zoning Districts	IB, AI and BP
	Form-based Districts: T5-U

	Planned Unit Development District – MUPUD and PUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4(N), IB, Industrial Business District. This district is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section. It is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Single-Family Low Density Residential (SF-LDR)	Industrial Business (IN)
	Single-Family Residential (RA-1)	Industrial Business (IB)
	Single-Family House	N/A

Public Facilities Analysis	
Transportation	
Adjacent street	Hoagland Blvd
Street Quality of Service (QOS)	N/A – Compliance
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	

Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 26-06
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida ("City") adopted Ordinance No. 3130 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended; and

WHEREAS, City advertised the Comprehensive Plan amendment as required by Fla. Stat. § 166.041 and § 163.3184 for two (2) public hearings prior to adoption of this ordinance; and

WHEREAS, adjacent and affect property owners were properly notified as required by City Code and Florida Statutes; and

WHEREAS, the City Commission received the recommendation of the Planning Advisory Board (the Local Planning Agency "LPA").

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION, ASSEMBLED, AS FOLLOWS:

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION, ASSEMBLED, AS FOLLOWS:

SECTION 1. Amend the Land Use Plan as to the following area:

FROM: SF-LDR (Single-Family – Low Density Residential) – City

TO: IN (Industrial Business) - City

The subject properties are located at Parcel ID# 30-25-29-00U0-0080-0000

Legal Descriptions:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE N00°13’24”E ALONG THE WEST LINE OF SAID SE-1/4 LINE A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING; THENCE S76°10’55”W A DISTANCE OF 370.52 FEET; THENCE S27°07’21”W A DISTANCE OF 245.96 FEET; THENCE S13°08’11”W A DISTANCE OF 19.12 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 2536 OF THE PUBLIC RECORDS OF SAID OSCEOLA COUNTY; THENCE N00°13’24”E ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 1898.92; THENCE S88°52’54”E ALONG SAID TRACT A DISTANCE OF 475.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAYLINE OF HOAGLAND BOULEVARD; THENCE S00°13’24”W A DISTANCE OF 1563.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 18.00 ACRES MORE OR LESS
A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect 10 days after its passage.

- -

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **2** day of **June**, 2026.

_____
Mayor - Commissioner

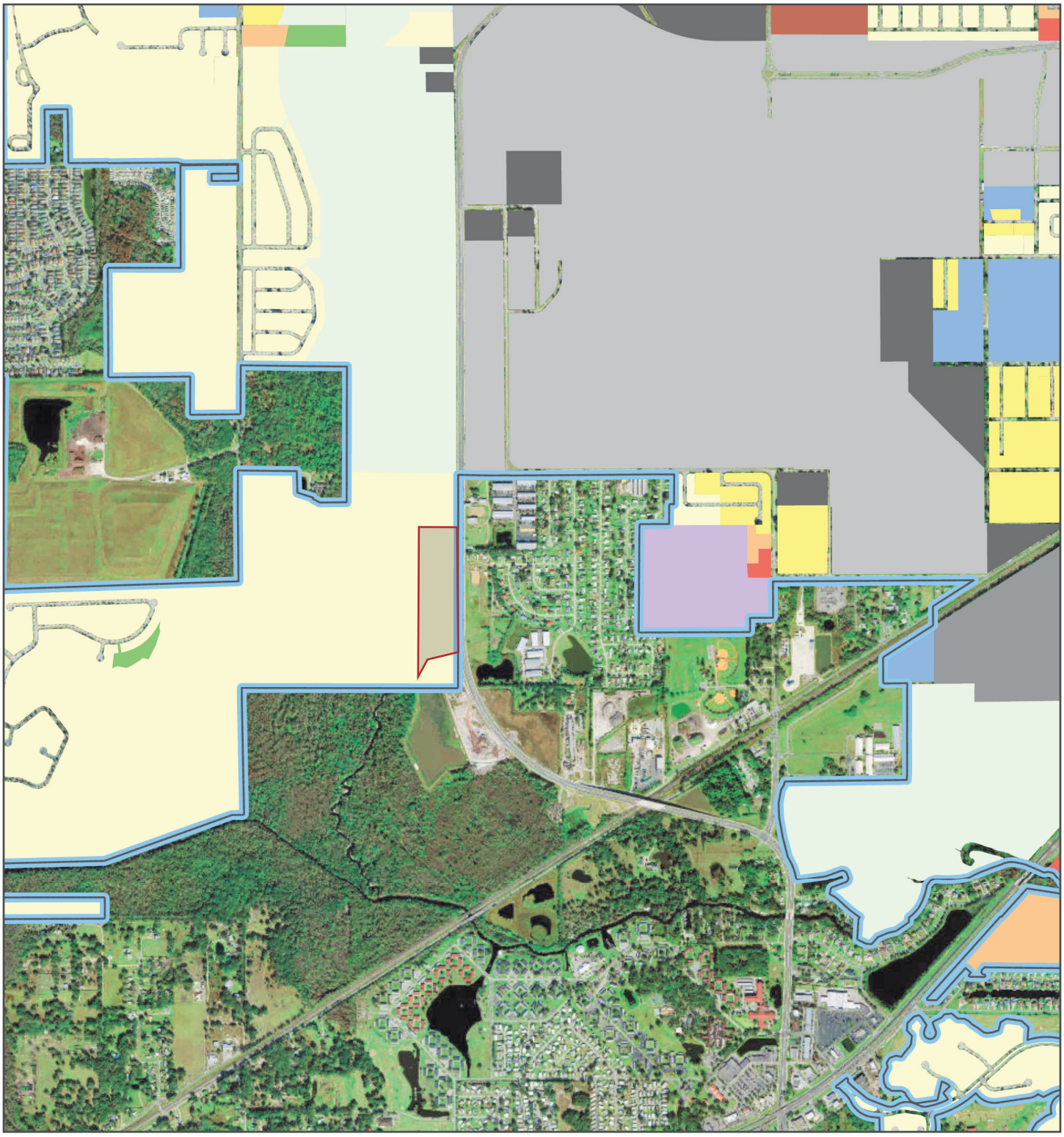
ATTEST:

_____
City Clerk

Approved as to form and legality:

City Attorney

LUPA-25-0002
Hoagland Road Future Land Use Amendment
Parcel ID: 30-25-29-00U0-0080-0000



February 9, 2026

Road Centerlines

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Future Land Use

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
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- Conservation (CONS)
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- MU-T (Tapestry)
- MU-FB (Frank Brown)

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0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

State of Florida, Earthstar Geographics

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the first reading of the proposed ordinance on **Tuesday, June 2, 2026,** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE# **26-06**: AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3130. The proposed Ordinance would amend the 2026 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **SF-LDR (Single-Family – Low Density Residential) – City**

TO: **IN (Industrial Business) - City**

The subject property is located at **Parcel ID# 30-25-29-00U0-0080-0000**.

Legal Description:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

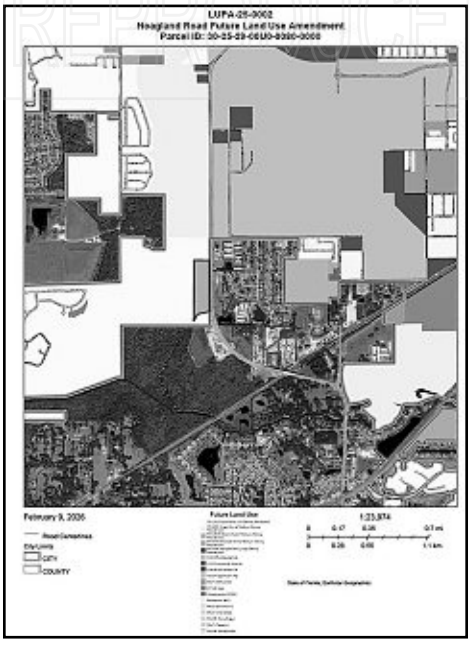
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE N00°13'24"E ALONG THE WEST LINE OF SAID SE-1/4 LINE A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING; THENCE S76°10'55"W A DISTANCE OF 370.52 FEET; THENCE S27°07'21"W A DISTANCE OF 245.96 FEET; THENCE S13°08'11"W A DISTANCE OF 19.12 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 2536 OF THE PUBLIC RECORDS OF SAID OSCEOLA COUNTY; THENCE N00°13'24"E ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 1898.92; THENCE S88°52'54"E ALONG SAID TRACT A DISTANCE OF 475.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAYLINE OF HOAGLAND BOULEVARD; THENCE S00°13'24"W A DISTANCE OF 1563.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 18.00 ACRES MORE OR LESS

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3130, known as the Comprehensive Development Plan, which would change the 2026 Future Land Use Map of the Kissimmee Comprehensive Plan.

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.



Reference # DRC LUPA-25-0002
Hoagland Road

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

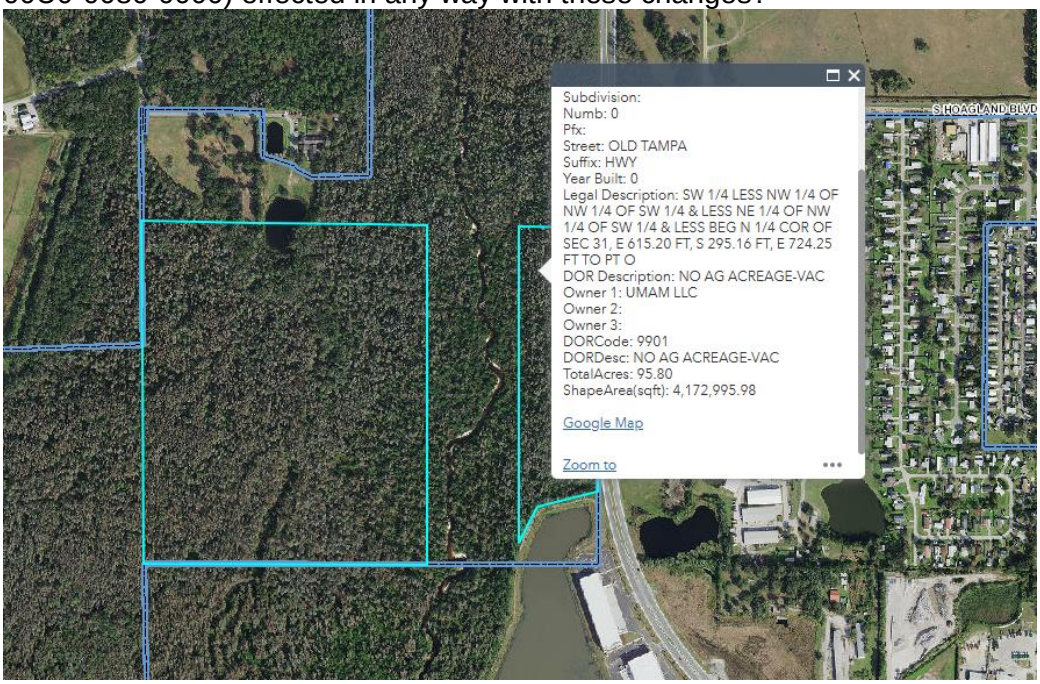
ADDRESS: 30-25-29-00U0-0080-0000 **DATE: 5/9/2025**
PERMIT NUMBER: LUPA-25-0002
PROJECT NAME: Hoagland 18 Acres
REVIEW VERSION NUMBER: V.1

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. Please provide the permit modifications and documents associated with SFWMD Application 220222-33299.
2. The 8.8-acres proposed for the Future Land Use change from SF-LDR (Single-Family – Low Density Residential) to IN (Industrial Business) would align with the proposed Zoning of IB (Industrial Business).
3. Are the 77.8 acres to the west of the proposed changes that are tied to the same Parcel ID (30-25-29-00U0-0080-0000) effected in any way with these changes?



If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 30-25-29-00U0-0080-0000 **DATE: 7/9/2025**
PERMIT NUMBER: LUPA-25-0002
PROJECT NAME: Hoagland 18 Acres
REVIEW VERSION NUMBER: V.2

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. Please provide the Boundary and Topo Survey per the comments of Long-Range Planning comment.
2. Please be advised that ZMA-25-0004 is dependent on the approval of this LUPA, and cannot move forward until so.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 5/12/2025

ADDRESS: No address; 30-25-29-00U0-0080-0000
PLAN (DRC) NUMBER: LUPA-25-0002

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ashley Cornelison - 407.518.2141 - ashley.cornelison@kissimmee.gov

1. **Please submit a topography survey showing the wetland areas.**
2. **The acreage to the south of this property should be designated Conservation (CONS). The exact area to be designated CONS shall be determined when the topography survey is provided.**

OTHER COMMENTS:

- **The three parcels at 30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000, and 36-25-28-00U0-0010-0000 are also owned by Umam, LLC. Due to the location of these properties, their proximity to Shingle Creek, and because they are wetland areas, this land should have further protection. It is staff's recommendation that the land use be changed from Single Family Low Density Residential (SF-LDR) to Conservation (CONS) and the properties rezoned from Planned Unit Developments (PUD) to Agricultural (AC). The City would like to offer to amend the land use and zoning of these properties at no cost to the applicant. Choosing to move forward with this request will not delay any other application currently in the system. If the applicant would like to take advantage of this opportunity, please submit an authorization letter allowing City staff to move forward with an application to ashley.cornelison@kissimmee.gov. Please feel free to reach out to me if you have any questions or want to discuss further.**

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: Hoagland Blvd **DATE: 4/15/2025**
PLAN (DRC) NUMBER: LUPA-25-0002

Review Status:
APPROVED WITH CONDITIONS.

AVIATION - Ramon Senorans - 407.518.2546 - Ramon.Senorans@kissimmee.gov

Comments/Conditions (if applicable):

1. The northern portion of the parcel may have some height restrictions for future construction that could impact the safe landing of aircraft on Runway 6. For further guidance, submit an FAA Form 7460-1 to request a Federal Aviation Administration (FAA) Navigational Safety Study (https://oeaaa.faa.gov/oeaaa/external/portal.jsp) that will determine the maximum allowable height of any **structures and/or construction equipment** that will penetrate the Kissimmee Airport's Airspace.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#: 2024/25-0002

DRC#: LUPA-25-0002

Current FLU: SF-LDR
Requested FLU: IN

PROJECT NAME: Foundry Commercial

Current Zoning: AC
Requested Zoning: IB

PROJECT LOCATION: 0 Old Tampa Hwy., Kissimmee, 34746

COMMENTS DUE DATE: 5.14.25

PID: 30-25-29-00U0-0080-0000

This LUPA application has no impact on public school capacity.

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M
Date Issued: July 27, 2023

Corrected Copy April 30, 2024

Permittee:	UMAM, LLC Shingle Creek Mitigation Group, LP
Project:	Shingle Creek Mitigation Bank
Application No.	210525-6295
Location:	Osceola County, See Exhibit 1

Your application for a Mitigation Bank Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330 and 62-342, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Lisa Prather, PWS
Section Administrator

Permittees:

UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M

Date Issued: July 27, 2023	**Expiration Date:** July 27, 2028
Project Name:	Shingle Creek Mitigation Bank
Permittees:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Operating Entity:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Location:	Osceola County
Permit Acres:	534.96 acres
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3169A
Total Potential Credits:	0.00
Conservation Easement to District:	Yes
Sovereign Submerged Lands:	No

Project Summary
The Environmental Resource Permit authorized construction and operation of a 534.96 acre mitigation bank project known as Shingle Creek Mitigation Bank in Osceola County.

Project Site Description
Shingle Creek Mitigation Bank (SCMB) is located southwest of Kissimmee, off of Old Tampa Highway, southeast of Poinciana Boulevard and encompasses portions of Shingle Creek in Sections 30 and 31, Township 25S, Range 29E and Sections 25 and 36, Township 25S, Range 28E in Osceola County. To the north of the project lies property in both public and private ownership. To the west the property borders Poinciana Boulevard, a residential development, County owned property and District owned Save Our

Rivers (SOR) lands. To the south the property borders Old Tampa Highway and undeveloped wetlands under private ownership. To the east, the property borders a residential development and an industrial park.

Current Authorization (Application No. 210525-6295)
This modification authorizes the removal of a 17.94 acre parcel from the mitigation bank and the addition of a 29.27 acre parcel to the mitigation bank. This exchange results in a total of 534.96 acres in the mitigation bank, and the removal of 2.47 forested credits from the ledger. This modification also corrects errors in the credit calculations from previous reductions in bank area via Applications 150709-20 and 170330-12. The new parcel has the potential to gain 2.47 forested credits but no credits are currently released for the new addition.

Refer to Exhibit 6.0 for the updated mitigation bank ledger.

Background
On December 21, 1999 a Noticed General Permit (No. 49-01018-P) was issued for a project known as Logging a Cypress Swamp.

Permit Modification History
On January 13, 2009, an ERP was issued to construct and operate a 619-acre mitigation bank. [Application No. 070321-21]

On October 28, 2013, a modification was issued for a five year permit extension. [Application No. 130925-9]

On April 8, 2016, a minor modification was issued for the proportional adjustment of mitigation bank credits and financial assurance to correspond to a 84.99 acre reduction in project acreage, as well as, the addition of a new permittee. [Application No. 150709-20]

On May 16, 2017, a minor modification was issued for an adjustment of mitigation bank credits to correspond with a 10.11 acre reduction in project acreage. [Application No. 170330-12]

On November 14, 2018, a minor modification was issued to modify the Work Schedule due dates. [Application No. 181109-2]

Please see Exhibit 5.0 for a list of authorizations that constitute this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system will be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The Permittee has provided the existing Access Easment (Exhibit 4.1) recorded in Osceola County ORB 3759, PG 1912 for the access to the added parcel in the South East portion of the permitted area.

The applicant provided an additional draft Access Easement (Exhibit 4.0) that will grant the South Florida Water Management District ingress and egress to the Conservation Easement area. Within 30 days of permit issuance, a copy of the executed and recorded easement must be provided to the District's Environmental Resource Compliance staff.

Engineering Evaluation:

Water Quality
There are no construction activies planned for this project, therefore, no adverse water quality impacts are anticipated as a result of the proposed project since the pre-development condition is the same as the post-development condition with respect to the site's surface water flow. Also, removal of the feral pig population will result in less rutting and thus less soil erosion from the site, and removal of the cattle will result in water quality improvements due to decreased nutrient loading and fewer eroded cattle crossings in the area.

Water Quantity
There are no works planned for this phase of the mitigation bank. Therefore, the post-development discharge will be the same the pre-development discharge.

Environmental Evaluation:

Environmental Evaluation
This application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0. The closing balance on the ledger is 8.59 forested credits and -0.91 herbaceous credits.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan
The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	464.61	acres
Wetland and Other Surface Water Impacts:	0	acres
Total Onsite Mitigation Area:	536.08	acres
Is a conservation easement proposed?:		

Shingle Creek Mitigation Bank

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
SW1	0.7	Preservation	Rivers, Streams and Waterways	Rivers, Streams and Waterways	0.53	0.56	1	1	0.8	0.017
U1f	15.23	Preservation	Pine-Mesic Oak	Pine-Mesic Oak	0.05	0.7	1	1	0.8	7.920
U1h	9.24	Preservation	Pastures	Pastures	0.05	0.7	1	1	0.8	4.805
U2	21.2	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	11.024
U3	25.8	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	13.416
W1f	271.54	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	21.723
W1h	43.5	Preservation	Vegetated Non-Forested Wetlands	Vegetated Non-Forested Wetlands	0.5	0.6	1	1	0.8	3.480
W2	63.2	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	5.056
W3	56.4	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	4.512
Total: 506.81										**71.953**

29.27 Acre Addition

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
W1	23.9	Restoration	Basin Swamp	Basin Swamp	0.5	0.7	16 - 20	1.5	1.0	1.897
W2	5.37	Enhancement	Basin Swamp	Basin Swamp	0.6	0.733	1	1	0.8	0.571
Total: 29.27										**2.468**

Related Concerns:

Historical/Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

Water Use Permit Status
The applicant has indicated that dewatering is not required for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction phase of this permit shall expire on the shown on Page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Submit an executed recorded copy of the Access Easement granted to the South Florida Water Management District must be provided to the District's ERB staff within 30 days of permit issuance.

4. (a) In accordance with the schedule attached as Exhibit No. 2 (see Application No. 070321-21) and prior to the release of any credits from the bank, the permittee shall submit to the District, for review and approval in accordance with Exhibit No. 2 (see Application No. 070321-21) , two (2) copies of the following:

   1. Final executed draft in recordable form of conservation easement.
   2. Site map of conservation easement
   3. Signed and sealed survey by professional surveyor with legal description
   4. Certified appraisal of the market value of property 5. Title insurance commitment and owner's title policy

   (b) Within 30 days of District approval of the above listed items, the permittee shall record a conservation easement for the 534.95 acres bank property for which the release of credits is sought and submit two (2) certified copies to the district. The conservation easement shall be granted to the District and FDEP and shall contain the activity restrictions set forth in section 704.06(1) F.S. The recorded conservation easement shall be in conformance with the draft conservation easement attached as Exhibit No. 2. The District must approve any amendments to the conservation easement.

   (c) Prior to recordation of the conservation easement for the bank project, the bank sponsor shall procure waivers of surface exploration rights for the bank site. the waiver form shall be subject to the approval of the District prior to recordation of the conservation easment.

5. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project details and methods indicated on the attached permit Exhibits and described herein.

6. The permittee shall, every two years, adjust the amount of financial responsibility provided for the implementation and long term management of the bank. The cost adjustment, along with supporting documentation, shall be submitted to the District for review and approval. Any significant change in the cost estimate (>10%) may result in a modification to required deposits into the construction and implementation fund. The amount of financial responsibility provided for construction and implementation shall be adjusted as follows:

   (A) The permittees shall, every two (2) years, adjust the amount of financial responsibility provided for construction and implementation and for the long-term management of the bank. Every two (2) years, the permittees shall submit to the District a cost adjustment statement accompanied by supporting, verifiable documentation based upon a third party performing the work at the fair market value of the

services. Mitigation implementation and long term management costs shall be listed separately. The cost adjustment statements shall include inflation as well as changes in the cost to carry out the construction and implementation (i.e., initial exotic species removal and control, planting, structure installation, consultant fees, monitoring activities and reports) and long term management (i.e., nuisance/exotic species control, maintenance of fences, consultant fees, monitoring activities and reports, and any other costs associated with long-term management) activities required for compliance with this permit.

(B) If the value of the construction and implementation performance bond is less than the total amount of the current implementation cost estimate, or if the annual interest generated by the long-term management trust fund is less than the currently estimated annual costs of long-term management, the permittees shall upon District approval of the cost adjustment statement, increase the value of the financial mechanism(s) to reflect the new estimate within 60 days.

(C) If the value of the implementation performance bond is greater than the total amont of the current construction and implementation cost estimate, or if the annual interest generated by the long-term management trust fund is greater than the currently estimated annual costs of long-term management, the permittees may reduce the value of the financial assurance mechanism(s) to reflect the new estimate upon receiving District approval of the cost adjustment statement.

(D) The permittees shall adjust the amount of the implementation performance bond and/or long-term management trust fund at times other than the cost adjustment period when the costs associated with compliance with the permit conditions exceed the current amount of financial responsibility and such financial assurances are deemed necessary to ensure compliance with the permit conditions.

(E) Upon completion of an activity, the permittee may request a reduction in the required amount of the implementation performance bond to the amount specified in the most recent required cost estimate for the remaining phases of construction (Exhibit 2 ((see Application No. 070321-21) or the most recent cost adjustment).

7. The permittees shall maintain in perpetuity all of the physical components of the mitigation bank, including fences, access gate(s), signage and other physical components necessary for the continued operation, maintenance and long-term management of this mitigation bank as permitted. This permit does not authorize any construction or earthwork activities except for those explictly descibed within the staff report.

8. Any future changes in land use or treatment of wetland and/or upland areas may require a permit modification and additional review by District environmental/engineering staff. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

9. This application authorizes a total of 71.95 credits for the preservation of the property which includes recording a conservation easement over 534.96 acres, establishment of financial assuraneces in accordance with the special conditions and attached exhibits, removal and control of nuisance and exotic species and the implementation of a land management plan as described in the staff report and the special conditions of this application. The applicant may submit a request to modify this permit to perform additional activities, including hydrologic enhancement, which may result in the realization of additional credits. The future modification(s) will be based on the potential for additional vegetative improvement as well as hydrologic enhancement/restoration of the mitigation bank site. The potential hydrologic improvements will likely include the construction of control structures and berms where uncontrolled runoff currently occurs into the creek and/or into Oren Brown Canal. In order for the

applicant to demonstrate the amount of hydrologic, vegetative and ecological improvement that may occur, a comprehensive and quantifiable baseline conditions report as well as measurable success criteria must be submitted. Although the information submitted thus far relies on performance based success criteria, the analysis must also include a comparison of current hydrologic and vegetative conditions to potential future conditions in order to demonstrate the potential lift. The vegetative components of the baseline report must include, but are not limited to: - Established transects and quadrats with permanent photostations - List and percent cover of all species contained within each transect and quadrat - Percent cover of OBL, FACW, FAC and UPL species within each transect and quadrat - Quantitative description and list of canopy trees including percent cover and DBH - Nuisance and exotic vegetation coverage within each monitoring area - Wildlife observations The hydrologic elements of the baseline report must include but are not limited to: - An analysis of both the current and proposed condition in sufficient detail to support the proposed enhancement credit for the hydroperiod of each mitigation polygon - Hydrologic measurements including depth and duration of saturation/ inundation. - Construction details of all structures and proposed earthwork The success criteria for the project must include: - Specific quantifiable goals of the proposed enhancement activities - Specify a reference wetland for each habitat type - A detailed planting plan for each polygon - UMAM data sheets for each polygon - Specific success criteria for each polygon. The documentation of the factors listed above will be utilized to determine the full number of potential credits that are available to the bank. The vegetative elements, in particular, are critical components of the current mitigation plan for preservation only as they will document the potential for future enhancement credit over and above the preservation element. At this time, the District has not made a determination as to the potential number of credits that may be generated as a result of future modifications to the permit.

10. The mitigation plan includes the removal of feral pigs from the property. The control of feral pigs shall be the responsibilty of the applicant and shall in no way be interpreted to allow for hunting of native species on the property. In addition, the management and results of this activity shall be reported to the District in the annual monitoring reports.

11. A maintenance program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21) for the mitigation bank on a regular basis to ensure the integrity and viability of those areas as permitted. Coverage of exotic and nuisance species shall not exceed 1% total areal coverage after 5 years. Maintenance shall be conducted in perpetuity to ensure that the mitigation bank is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. In addition, the permittee shall manage the conservation areas such that nuisance plant species do not exceed 10% of areal cover.

12. The permittee shall be responsible for the successful completion of the mitigation bank, including the monitoring and maintenance of the bank for the duration of the mitigation plan, in accordance with the attached exhibits.

13. The work schedule shown in Exhibit 2 (see Application No. 070321-21) shall be implemented regarding the release of credits for sale within the mitigation bank.

14. A mitigation program for the Shingle Creek Mitigation Bank shall be implemented in accordance with the attached Exhibits. The permittee shall preserve 534.96 acres .

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. The mitigation bank credit ledger shall reflect a total of 71.95 credits which includes 63.67 forested credits and 8.28 herbaceous credits. The credits shall be release in accordance with the credit release schedule outlined below:

    20% (12.73 forested credits, 1.65 herbaceous credits) Submit conservation easement and financial assurance documentation

    20% (12.73 forested credits, 1.65 herbaceous credits) Installation of perimeter fencing, removal of interior fencing and signage

    5% (3.18 forested credits, 0.41 herbaceous credits) Removal and control of feral pigs

    45% (28.65 forested credits, 3.72 herbaceous credits) Nuisance and exotic vegetation removal and control

    10% (6.37 forested credits, 0.82 herbaceous credits) Reserve (Successful completion of five year monitoring program)

17. A monitoring program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21). Short-term monitoring reports must be submitted annually and must be conducted in accordance with the approved Monitoring Plan.

    The short term reports must include all of the information identified in the monitoring section of the approved mitigation plan and information sufficient to demonstrate whether the success criteria are being achieved.

    Once the bank has achieved success, long-term (perpetual) monitoring reports must be submitted annually, by January 31st for the previous year. All reports must include the information identified in the monitoring section of the approved mitigation plan, must demonstrate how the bank is continuing to meet (or not meet) the goals and objectives of the mitigation bank plan, and must include a log and aerial showing the location of all maintenance activities undertaken during the previous year and scheduled for the following year. These activities include, but are not limited to, floral and faunal exotic and nuisance treatment/control, and any other management activities performed, or scheduled to be performed, on the mitigation bank property.

18. Project implementation, maintenance/monitoring and long term management shall be accomplished in accordance with the attached Exhibits and in accordance with the Special Conditions outlined herein. Additionally, issuance of this permit is based on the District's reliance on information submitted and commitments made by the permittees that the proposed mitigation design presented in Exhibits will be achieved and that the targeted success criteria outlined in the staff report and in Exhibit 2 will be met. If at any time, the District determines that the targeted success criteria have not or are not being met for any phase and/or that the milestone events identified in the credit release schedule contained in Exhibit 2 have not been satisfactorily accomplished, then no mitigation credits shall be withdrawn or released, including for other activities, until it is demonstrated that the targeted success criteria and/or milestone events have been achieved.

19. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

20. Prior to the release of any credits, and within 30 days of permit issuance, the permittee shall provide the District with documentation that a trust fund in the amount of $386,444.40 has been established for the long term management of the Shingle Creek Mitigation Bank.

21. In conformance with the work schedule in Exhibit 2 (see Application No. 070321-21), the permittee shall provide an original letter of credit in the amount of $245,080.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan. The financial assurance shall be in substantial conformance with Exhibit No. 2 (see Application No. 070321-21). The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 2 (see Application No. 070321-21). Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

23. For the 29.27 acre parcel addition authorized under Application 210525-6295:

    A) Prior to the commencement of construction, and in accordance with the work schedule herein, the permittee shall submit for review and approval, one copy of the following as a package for review by District real estate staff:

    1. Project map identifying conservation areas

    2. Legal description of conservation areas

    3. Signed amended conservation easement form

    4. Sealed boundary survey of conservation area(s) by professional Land surveyor

    5. Title insurance commitment for the conservation easement naming the District as beneficiary using approved valuation. See Exhibit 3.3.1. 6. Data in accordance with paragraph E (below).

    B) The real estate information referenced in paragraph (A) above shall be reviewed by the District in accordance with the District's real estate review requirements. The easement shall be granted free of mortgages, liens, easements or other encumbrances or interests which the District staff states are contrary to the intent of the easement. The easement shall not be recorded until such approval is received.

    C) Once the Draft Amended Conservation Easement form is approved by the District, the permittee may commence with the Mitigation Plan. Upon completion of Phase 1 of the planting plan as outlined in the Mitigation Plan attached as Exhibit 3.0.1., the permittee shall record the Amended Conservation Easement over the real property designated as conservation/preservation areas on Exhibit 3.2.1, adding the 29.27 acre parcel constituting the additional conservation easement area and removing the 17.94 acre parcel constituting the removed conservation easement area. This Exhibit shall not be modified without a permit modification.

    D) In the event the conservation easement real estate information reveals encumbrances or interests in the easement which the District staff states are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests. If such are not

obtained, permittee shall be required to apply for a modification to the permit for alternative acceptable mitigation.

E) A CD or DVD containing the easement data supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet, shall be submitted.

F) Upon recordation of the amended conservation easement in the public records of Osceola County, the permittee shall submit one certified copy of the recorded conservation easements for the preservation/mitigation areas, and title insurance policy, via ePermitting or to the Environmental Resource Compliance staff in the local District service center.

24. A monitoring program shall be implemented for the mitigation bank in accordance with the updated Exhibit 3.0.1., with annual reports submitted to District staff.

25. For the 29.27 acre addition authorized under Application 210525-6295, the planting and mitigation plan shall be conducted in accordance with Exhibit 3.0.1.

Project Work Schedule for Permit No. 49-01937-M

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
SC 11	04/30/2024	Scmb Submit Original Long Term Mgmt Trust Fund	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Submit Original Letter Of Credit	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Remove Cattle Lease	04/15/2008	04/20/2016
SC 11	04/30/2024	Scmb Install Perimeter Fencing	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Install Signage	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Submit Baseline Monitoring Report	12/31/2027	07/17/2017
GC 2	02/18/2020	Certification (200130-2665)	02/17/2021	03/06/2023
GC 7	01/13/2009	Conversion/Transfer (070321-21)	01/13/2010	
SC 3	04/30/2024	Submit Recorded Access Easement granted to the SFWMD	Within 30 days of permit issuance	
SC 16	04/30/2024	Scmb Submit Monitoring Report 1	12/18/2018	10/23/2019
SC 16	04/30/2024	Scmb Submit Monitoring Report 2	03/19/2022	01/29/2021
SC 16	04/30/2024	Scmb Submit Monitoring Report 3	02/22/2022	02/03/2022
SC 16	04/30/2024	Scmb Submit Monitoring Report 4	02/22/2023	05/02/2023
SC 16	04/30/2024	Scmb Submit Monitoring Report 5	02/22/2024	02/07/2024
SC 16	04/30/2024	Scmb Submit Monitoring Report 6	02/22/2025	
SC 16	04/30/2024	Scmb Submit Monitoring Report 7	02/22/2026	
SC 16	04/30/2024	Scmb Submit Monitoring Report 8	02/22/2027	
SC 17	01/13/2009	Submittal Of Doc In Association With Conservation Easement (070321-21)	07/22/2016	04/25/2018
SC 23	04/30/2024	Application 210525-6295: Submit Real Estate Package For CE	Within 30 days of Phase 1 Completion	
SC 25	04/30/2024	Application 210525-6295: Submit Time Zero Report for Planted Areas	Within 30 days after Planting Complete Date	

GC = General Condition

SC = Special Condition

Distribution List

Julie Sullivan, ESA

Osceola County Engineer

US Army Corps of Engineers

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 210525-6295.

Exhibit No. 1.0 Location Map

Exhibit No. 3.0.1 Mitigation Plan - 29 Acre Addition

Exhibit No. 3.1.1 Financial Assurance Update - 29 Acre Addition

Exhibit No. 3.2.1 Draft Conservation Easement Amendment

Exhibit No. 3.3.1 Title Insurance Commitment - 29 Acre Addition

Exhibit No. 3.4.1 UMAM and Credit Adjustment - 29 Acre Addition

Exhibit No. 4.0 Access Easement (SFWMD)

Exhibit No. 4.1 Access Easement (Recorded)

Exhibit No. 5.0 Permit History

Exhibit No. 6.0 Mitigation Bank Ledger

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M
Date Issued: October 28, 2013
Modified On: May 30, 2024

Permittee:	UMAM, LLC Shingle Creek Mitigation Group, LP
Project:	Shingle Creek Mitigation Bank
Application No.	220222-33299
Location:	Osceola County, See Exhibit 1

Your application for a Mitigation Bank Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330 and 62-342, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Richard D. Lott

Richard Lott, P.G., P.E.
Section Leader, Engineer

Permittees:

UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M

Date Issued: October 28, 2013 **Expiration Date:** October 28, 2018

Modified On: May 30, 2024

Project Name:	Shingle Creek Mitigation Bank
Permittees:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Operating Entity:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Location:	Osceola County
Permit Acres:	534.96 acres
Special Drainage District:	N/A
Water Body Classification:	CLASS III CLASS III
FDEP Water Body ID:	3169A 3169B
Total Potential Credits:	0.00
Conservation Easement to District:	Yes
Sovereign Submerged Lands:	No

Project Summary
The Environmental Resource Permit authorized construction and operation of a 534.96 acre mitigation bank project known as Shingle Creek Mitigation Bank in Osceola County.

Project Site Description
Shingle Creek Mitigation Bank (SCMB) is located southwest of Kissimmee, off of Old Tampa Highway, southeast of Poinciana Boulevard and encompasses portions of Shingle Creek in Sections 30 and 31, Township 25S, Range 29E and Sections 25 and 36, Township 25S, Range 28E in Osceola County. To the north of the project lies property in both public and private ownership. To the west the property borders Poinciana Boulevard, a residential development, County owned property and District owned Save Our Rivers (SOR) lands. To the south the property borders Old Tampa Highway and undeveloped wetlands under private ownership. To the east, the property borders a residential development and an industrial park.

Current Authorization (Application No. 220222-33299)
This modification authorizes the release of 5.90 forested and 1.05 herbaceous credits associated with the second interim release for nuisance and exotic vegetation control.

Refer to Exhibit 6.0 for the updated mitigation bank ledger.

Background
On December 21, 1999 a Noticed General Permit (No. 49-01018-P) was issued for a project known as Logging a Cypress Swamp.

Permit Modification History
On January 13, 2009, an ERP was issued to construct and operate a 619-acre mitigation bank. [Application No. 070321-21]

On October 28, 2013, a modification was issued for a five year permit extension. [Application No. 130925-9]

On April 8, 2016, a minor modification was issued for the proportional adjustment of mitigation bank credits and financial assurance to correspond to a 84.99 acre reduction in project acreage, as well as, the addition of a new permittee. [Application No. 150709-20]

On May 16, 2017, a minor modification was issued for an adjustment of mitigation bank credits to correspond with a 10.11 acre reduction in project acreage. [Application No. 170330-12]

On November 14, 2018, a minor modification was issued to modify the Work Schedule due dates. [Application No. 181109-2]

On July 27, 2023, a major modification was issued to remove a 17.94 acre parcel from the mitigation bank and add a 29.27 acre parcel. The ledger was adjusted to account for the swap and previous calculation errors. [Application No. 210525-6295]

Please see Exhibit 5.0 for a list of authorizations that constitute this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system will be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The Permittee has provided the existing Access Easment (Exhibit 4.1) recorded in Osceola County ORB 3759, PG 1912 for the access to the added parcel in the South East portion of the permitted area.

The applicant provided an additional draft Access Easement (Exhibit 4.0) that will grant the South Florida Water Management District ingress and egress to the Conservation Easement area. Within 30 days of permit issuance, a copy of the executed and recorded easement must be provided to the District's Environmental Resource Compliance staff.

Environmental Evaluation:

Application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan

The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	464.61	acres
Wetland and Other Surface Water Impacts:	0	acres
Total Onsite Mitigation Area:	536.08	acres
Is a conservation easement proposed?:	Yes	

Shingle Creek Mitigation Bank

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
SW1	0.7	Preservation	Rivers, Streams and Waterways	Rivers, Streams and Waterways	0.53	0.56	1	1	0.8	0.017
U1f	15.23	Preservation	Pine-Mesic Oak	Pine-Mesic Oak	0.05	0.7	1	1	0.8	7.920
U1h	9.24	Preservation	Pastures	Pastures	0.05	0.7	1	1	0.8	4.805
U2	21.2	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	11.024
U3	25.8	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	13.416
W1f	271.54	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	21.723
W1h	43.5	Preservation	Vegetated Non-Forested Wetlands	Vegetated Non-Forested Wetlands	0.5	0.6	1	1	0.8	3.480
W2	63.2	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	5.056
W3	56.4	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	4.512
Total: 506.81										**71.953**

29.27 Acre Addition

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
W1	23.9	Restoration	Basin Swamp	Basin Swamp	0.5	0.7	16 - 20	1.5	1.0	1.897
W2	5.37	Enhancement	Basin Swamp	Basin Swamp	0.6	0.733	1	1	0.8	0.571
Total: 29.27										**2.468**

Related Concerns:

Historical/Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

Water Use Permit Status
The applicant has indicated that dewatering is not required for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction phase of this permit shall expire on the shown on Page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Submit an executed recorded copy of the Access Easement granted to the South Florida Water Management District must be provided to the District's ERB staff within 30 days of permit issuance.

4. (a) In accordance with the schedule attached as Exhibit No. 2 (see Application No. 070321-21) and prior to the release of any credits from the bank, the permittee shall submit to the District, for review and approval in accordance with Exhibit No. 2 (see Application No. 070321-21) , two (2) copies of the following:

   1. Final executed draft in recordable form of conservation easement.
   2. Site map of conservation easement
   3. Signed and sealed survey by professional surveyor with legal description
   4. Certified appraisal of the market value of property 5. Title insurance commitment and owner's title policy

   (b) Within 30 days of District approval of the above listed items, the permittee shall record a conservation easement for the 534.95 acres bank property for which the release of credits is sought and submit two (2) certified copies to the district. The conservation easement shall be granted to the District and FDEP and shall contain the activity restrictions set forth in section 704.06(1) F.S. The recorded conservation easement shall be in conformance with the draft conservation easement attached as Exhibit No. 2. The District must approve any amendments to the conservation easement.

   (c) Prior to recordation of the conservation easement for the bank project, the bank sponsor shall procure waivers of surface exploration rights for the bank site. the waiver form shall be subject to the approval of the District prior to recordation of the conservation easment.

5. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project details and methods indicated on the attached permit Exhibits and described herein.

6. The permittee shall, every two years, adjust the amount of financial responsibility provided for the implementation and long term management of the bank. The cost adjustment, along with supporting documentation, shall be submitted to the District for review and approval. Any significant change in the cost estimate (>10%) may result in a modification to required deposits into the construction and implementation fund. The amount of financial responsibility provided for construction and implementation shall be adjusted as follows:

   (A) The permittees shall, every two (2) years, adjust the amount of financial responsibility provided for construction and implementation and for the long-term management of the bank. Every two (2) years, the permittees shall submit to the District a cost adjustment statement accompanied by supporting, verifiable documentation based upon a third party performing the work at the fair market value of the

services. Mitigation implementation and long term management costs shall be listed separately. The cost adjustment statements shall include inflation as well as changes in the cost to carry out the construction and implementation (i.e., initial exotic species removal and control, planting, structure installation, consultant fees, monitoring activities and reports) and long term management (i.e., nuisance/exotic species control, maintenance of fences, consultant fees, monitoring activities and reports, and any other costs associated with long-term management) activities required for compliance with this permit.

(B) If the value of the construction and implementation performance bond is less than the total amount of the current implementation cost estimate, or if the annual interest generated by the long-term management trust fund is less than the currently estimated annual costs of long-term management, the permittees shall upon District approval of the cost adjustment statement, increase the value of the financial mechanism(s) to reflect the new estimate within 60 days.

(C) If the value of the implementation performance bond is greater than the total amont of the current construction and implementation cost estimate, or if the annual interest generated by the long-term management trust fund is greater than the currently estimated annual costs of long-term management, the permittees may reduce the value of the financial assurance mechanism(s) to reflect the new estimate upon receiving District approval of the cost adjustment statement.

(D) The permittees shall adjust the amount of the implementation performance bond and/or long-term management trust fund at times other than the cost adjustment period when the costs associated with compliance with the permit conditions exceed the current amount of financial responsibility and such financial assurances are deemed necessary to ensure compliance with the permit conditions.

(E) Upon completion of an activity, the permittee may request a reduction in the required amount of the implementation performance bond to the amount specified in the most recent required cost estimate for the remaining phases of construction (Exhibit 2 ((see Application No. 070321-21) or the most recent cost adjustment).

7. The permittees shall maintain in perpetuity all of the physical components of the mitigation bank, including fences, access gate(s), signage and other physical components necessary for the continued operation, maintenance and long-term management of this mitigation bank as permitted. This permit does not authorize any construction or earthwork activities except for those explictly descibed within the staff report.

8. Any future changes in land use or treatment of wetland and/or upland areas may require a permit modification and additional review by District environmental/engineering staff. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

9. This application authorizes a total of 71.95 credits for the preservation of the property which includes recording a conservation easement over 534.96 acres, establishment of financial assuraneces in accordance with the special conditions and attached exhibits, removal and control of nuisance and exotic species and the implementation of a land management plan as described in the staff report and the special conditions of this application. The applicant may submit a request to modify this permit to perform additional activities, including hydrologic enhancement, which may result in the realization of additional credits. The future modification(s) will be based on the potential for additional vegetative improvement as well as hydrologic enhancement/restoration of the mitigation bank site. The potential hydrologic improvements will likely include the construction of control structures and berms where uncontrolled runoff currently occurs into the creek and/or into Oren Brown Canal. In order for the

applicant to demonstrate the amount of hydrologic, vegetative and ecological improvement that may occur, a comprehensive and quantifiable baseline conditions report as well as measurable success criteria must be submitted. Although the information submitted thus far relies on performance based success criteria, the analysis must also include a comparison of current hydrologic and vegetative conditions to potential future conditions in order to demonstrate the potential lift. The vegetative components of the baseline report must include, but are not limited to: - Established transects and quadrats with permanent photostations - List and percent cover of all species contained within each transect and quadrat - Percent cover of OBL, FACW, FAC and UPL species within each transect and quadrat - Quantitative description and list of canopy trees including percent cover and DBH - Nuisance and exotic vegetation coverage within each monitoring area - Wildlife observations The hydrologic elements of the baseline report must include but are not limited to: - An analysis of both the current and proposed condition in sufficient detail to support the proposed enhancement credit for the hydroperiod of each mitigation polygon - Hydrologic measurements including depth and duration of saturation/ inundation. - Construction details of all structures and proposed earthwork The success criteria for the project must include: - Specific quantifiable goals of the proposed enhancement activities - Specify a reference wetland for each habitat type - A detailed planting plan for each polygon - UMAM data sheets for each polygon - Specific success criteria for each polygon. The documentation of the factors listed above will be utilized to determine the full number of potential credits that are available to the bank. The vegetative elements, in particular, are critical components of the current mitigation plan for preservation only as they will document the potential for future enhancement credit over and above the preservation element. At this time, the District has not made a determination as to the potential number of credits that may be generated as a result of future modifications to the permit.

10. The mitigation plan includes the removal of feral pigs from the property. The control of feral pigs shall be the responsibilty of the applicant and shall in no way be interpreted to allow for hunting of native species on the property. In addition, the management and results of this activity shall be reported to the District in the annual monitoring reports.

11. A maintenance program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21) for the mitigation bank on a regular basis to ensure the integrity and viability of those areas as permitted. Coverage of exotic and nuisance species shall not exceed 1% total areal coverage after 5 years. Maintenance shall be conducted in perpetuity to ensure that the mitigation bank is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. In addition, the permittee shall manage the conservation areas such that nuisance plant species do not exceed 10% of areal cover.

12. The permittee shall be responsible for the successful completion of the mitigation bank, including the monitoring and maintenance of the bank for the duration of the mitigation plan, in accordance with the attached exhibits.

13. The work schedule shown in Exhibit 2 (see Application No. 070321-21) shall be implemented regarding the release of credits for sale within the mitigation bank.

14. A mitigation program for the Shingle Creek Mitigation Bank shall be implemented in accordance with the attached Exhibits. The permittee shall preserve 534.96 acres .

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. The mitigation bank credit ledger shall reflect a total of 71.95 credits which includes 63.67 forested credits and 8.28 herbaceous credits. The credits shall be release in accordance with the credit release schedule outlined below:

    20% (12.73 forested credits, 1.65 herbaceous credits) Submit conservation easement and financial assurance documentation

    20% (12.73 forested credits, 1.65 herbaceous credits) Installation of perimeter fencing, removal of interior fencing and signage

    5% (3.18 forested credits, 0.41 herbaceous credits) Removal and control of feral pigs

    45% (28.65 forested credits, 3.72 herbaceous credits) Nuisance and exotic vegetation removal and control

    10% (6.37 forested credits, 0.82 herbaceous credits) Reserve (Successful completion of five year monitoring program)

17. A monitoring program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21). Short-term monitoring reports must be submitted annually and must be conducted in accordance with the approved Monitoring Plan.

    The short term reports must include all of the information identified in the monitoring section of the approved mitigation plan and information sufficient to demonstrate whether the success criteria are being achieved.

    Once the bank has achieved success, long-term (perpetual) monitoring reports must be submitted annually, by January 31st for the previous year. All reports must include the information identified in the monitoring section of the approved mitigation plan, must demonstrate how the bank is continuing to meet (or not meet) the goals and objectives of the mitigation bank plan, and must include a log and aerial showing the location of all maintenance activities undertaken during the previous year and scheduled for the following year. These activities include, but are not limited to, floral and faunal exotic and nuisance treatment/control, and any other management activities performed, or scheduled to be performed, on the mitigation bank property.

18. Project implementation, maintenance/monitoring and long term management shall be accomplished in accordance with the attached Exhibits and in accordance with the Special Conditions outlined herein. Additionally, issuance of this permit is based on the District's reliance on information submitted and commitments made by the permittees that the proposed mitigation design presented in Exhibits will be achieved and that the targeted success criteria outlined in the staff report and in Exhibit 2 will be met. If at any time, the District determines that the targeted success criteria have not or are not being met for any phase and/or that the milestone events identified in the credit release schedule contained in Exhibit 2 have not been satisfactorily accomplished, then no mitigation credits shall be withdrawn or released, including for other activities, until it is demonstrated that the targeted success criteria and/or milestone events have been achieved.

19. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

20. Prior to the release of any credits, and within 30 days of permit issuance, the permittee shall provide the District with documentation that a trust fund in the amount of $386,444.40 has been established for the long term management of the Shingle Creek Mitigation Bank.

21. In conformance with the work schedule in Exhibit 2 (see Application No. 070321-21), the permittee shall provide an original letter of credit in the amount of $245,080.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan. The financial assurance shall be in substantial conformance with Exhibit No. 2 (see Application No. 070321-21). The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 2 (see Application No. 070321-21). Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

23. For the 29.27 acre parcel addition authorized under Application 210525-6295:

    A) Prior to the commencement of construction, and in accordance with the work schedule herein, the permittee shall submit for review and approval, one copy of the following as a package for review by District real estate staff:

    1. Project map identifying conservation areas

    2. Legal description of conservation areas

    3. Signed amended conservation easement form

    4. Sealed boundary survey of conservation area(s) by professional Land surveyor

    5. Title insurance commitment for the conservation easement naming the District as beneficiary using approved valuation. See Exhibit 3.3.1. 6. Data in accordance with paragraph E (below).

    B) The real estate information referenced in paragraph (A) above shall be reviewed by the District in accordance with the District's real estate review requirements. The easement shall be granted free of mortgages, liens, easements or other encumbrances or interests which the District staff states are contrary to the intent of the easement. The easement shall not be recorded until such approval is received.

    C) Once the Draft Amended Conservation Easement form is approved by the District, the permittee may commence with the Mitigation Plan. Upon completion of Phase 1 of the planting plan as outlined in the Mitigation Plan attached as Exhibit 3.0.1., the permittee shall record the Amended Conservation Easement over the real property designated as conservation/preservation areas on Exhibit 3.2.1, adding the 29.27 acre parcel constituting the additional conservation easement area and removing the 17.94 acre parcel constituting the removed conservation easement area. This Exhibit shall not be modified without a permit modification.

    D) In the event the conservation easement real estate information reveals encumbrances or interests in the easement which the District staff states are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests. If such are not

obtained, permittee shall be required to apply for a modification to the permit for alternative acceptable mitigation.

E) A CD or DVD containing the easement data supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet, shall be submitted.

F) Upon recordation of the amended conservation easement in the public records of Osceola County, the permittee shall submit one certified copy of the recorded conservation easements for the preservation/mitigation areas, and title insurance policy, via ePermitting or to the Environmental Resource Compliance staff in the local District service center.

24. A monitoring program shall be implemented for the mitigation bank in accordance with the updated Exhibit 3.0.1., with annual reports submitted to District staff.

25. For the 29.27 acre addition authorized under Application 210525-6295, the planting and mitigation plan shall be conducted in accordance with Exhibit 3.0.1.

Project Work Schedule for Permit No. 49-01937-M

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
SC 11	05/30/2024	Scmb Remove Cattle Lease	04/15/2008	04/20/2016
SC 11	05/30/2024	Scmb Install Perimeter Fencing	07/01/2009	01/11/2017
SC 11	05/30/2024	Scmb Install Signage	07/01/2009	01/11/2017
SC 11	05/30/2024	Scmb Submit Baseline Monitoring Report	12/31/2027	07/17/2017
SC 3	05/30/2024	Application 210525-6295 Submit Recorded Access Easement granted to the SFWMD	Within 30 days of permit issuance	
SC 4	05/30/2024	Submit Recorded Conservation Easement	04/15/2009	04/08/2016
SC 6	05/30/2024	Submit Cost Adjustment Supporting Documentation 2	02/15/2024	05/16/2024
SC 6	05/30/2024	Submit Cost Adjustment Supporting Documentation 3	08/15/2024	
SC 16	05/30/2024	Scmb Submit Monitoring Report 1	12/18/2018	10/23/2019
SC 16	05/30/2024	Scmb Submit Monitoring Report 2	03/19/2022	01/29/2021
SC 16	05/30/2024	Scmb Submit Monitoring Report 3	02/22/2022	02/03/2022
SC 16	05/30/2024	Scmb Submit Monitoring Report 4	02/22/2023	05/02/2023
SC 16	05/30/2024	Scmb Submit Monitoring Report 5	02/22/2024	02/07/2024
SC 16	05/30/2024	Scmb Submit Monitoring Report 6	02/22/2025	
SC 16	05/30/2024	Scmb Submit Monitoring Report 7	02/22/2026	
SC 16	05/30/2024	Scmb Submit Monitoring Report 8	02/22/2027	
SC 20	07/26/2025	Submit Perpetual Management Trust Fund Documentation	04/15/2008	04/12/2016
SC 21	08/26/2023	Submit Construction and Implementation Performance Bond	04/15/2008	04/12/2016
SC 23	05/30/2024	Application 210525-6295: Submit Real Estate Package For CE	Within 30 days of Phase 1 Completion	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 1	1 year after Time Zero report, and then Annually for 5 years	

SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 2	1 year after previous submission	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 3	1 year after previous submission	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 4	1 year after previous submission	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 5	1 year after previous submission	
SC 25	05/30/2024	Application 210525-6295: Submit Time Zero Report for Planted Areas	Within 30 days after Planting Complete Date	

GC = General Condition

SC = Special Condition

Distribution List

Steven Green, Mitigation Resources LLC

Osceola County Engineer

US Army Corps of Engineers

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 220222-33299.

Exhibit No. 1.0 Location Map

Exhibit No. 3.0.1 Mitigation Plan - 29 Acre Addition

Exhibit No. 3.1.1 Financial Assurance Update - 29 Acre Addition

Exhibit No. 3.2.1 Draft Conservation Easement Amendment

Exhibit No. 3.3.1 Title Insurance Commitment - 29 Acre Addition

Exhibit No. 3.4.1 UMAM and Credit Adjustment - 29 Acre Addition

Exhibit No. 4.0 Access Easement (SFWMD)

Exhibit No. 4.1 Access Easement (Recorded)

Exhibit No. 5.0 Permit History

Exhibit No. 6.0 Mitigation Bank Ledger

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

May 28th, 2025

Thank you for your review on May 20th, 2025. The following is the response to comments from Ryan.Altizer@kissimmee.gov regarding **LUPA-25-0002** as per document **LUPA-25-0002 30-25-29-00U0-0080-0000** dated 5/9/2025.

1. Please provide the permit modifications and documents associated with SFWMD Application 220222-33299.

   I've included the permit modification related to SFWMD Application 220222-33299. Note that this specific permit is actually for a credit release as the SFWMD requires a permit modification each time the mitigation bank releases/sells a credit. The specific permit in which the 18 acres was approved for removal is 210525-6295_Permit_Revision_20240430 (previously uploaded), but the approval of the removal of this parcel from the mitigation bank is also referenced in subsequent permits, including the requested SFWMD Application 220222-33299 (see page 4 under "Permit Modification History", line item beginning with "On July 27th, 2024…").

   Please let me know if you need any additional information.

2. The 8.8-acres proposed for the rezoning from AC (Agricultural Conservation) to IB (Industrial Business) would align with the proposed Future Land Use of IN (Industrial Business).

   As discussed during the May 20th review, we're looking at rezoning and changing the land use for the entire the 18 acres. I believe the confusion on this stems from the PDF Osceola 18-acre Industrial Site Floodplain Analysis page 8, in which our engineer created an example to show one possible configuration purely for illustrative purposes. At this time, we are seeking rezoning and a land use change for the entire parcel with the understanding that some portion of the parcel will be utilized for flood mitigation, but we are not in a site planning stage to determine where that flood mitigation would be.

3. Are the 77.8 acres to the west of the proposed changes that are tied to the same Parcel ID (30-25-29-00U0-0080-0000) effected in any way with these changes?

   No. That acreage is a part of now and will remain a part of the Shingle Creek Mitigation Bank. It will in no way be affected by these changes.

Thank you for your responses and please feel free to reach out to me with any questions!

Mark Serrahn
The Landon Companies & UMAM LLC | Birmingham, MI
(810) 730-2596 | mserrahn@landoncompanies.com

May 28th, 2025

Thank you for your review on May 20th, 2025. The following is the response to comments from ashley.cornelison@kissimmee.gov regarding **LUPA-25-0002** as per **LUPA-25-0002 - Long Range Planning Comments_v1** dated 5/12/2025 by Ashley Cornelison.

1. Please submit a topography survey showing the wetland areas.

   A topographic map of the wetlands data layer from Osceola County is included on page 3 of this document. This data layer predates the construction of Hoagland Blvd. The South Florida Water Management District determined that (i) Hoagland Blvd. has diverted surface water flow away from the Property and (ii) the Property is trending toward becoming a non-wetland and therefore has no wetland value in terms of UMAM credit scoring. As a result, SFWMD modified the Shingle Creek Mitigation Bank Permit to allow the removal of the Property.

   SFWMD did not require of UMAM LLC, nor undertake on its own, a wetland analysis of the Property for the permit modification. As part of the removal agreement SFWMD deducted the 2.47 credits that had been allocated to the Property in the original 2007 permit (pre-Hoagland Blvd.) and required that an expansion in the mitigation bank be added to keep the overall credit value unchanged.

   - The history, process, and reasoning for the SFWMD determination explained in detail in the August 15, 2024 memo by Steve Green of ESA Environmental Consultants (Wetland Status and Permit Mod Memo_20240819_v1), previously uploaded.

   - SFWMD Permit Modification 210525-6295_Permit_Revision_20240430 for the Shingle Creek Mitigation Bank (which removed the 18 acres from the mitigation bank), uploaded.

2. The acreage to the south of this property should be designated Conservation (CONS). The exact area to be designated CONS shall be determined when the topography survey is provided.

   As discussed during the May 20th review, we're looking at rezoning and changing the land use for the entire the 18 acres. I believe the confusion on this stems from the PDF Osceola 18-acre Industrial Site Floodplain Analysis page 8, in which our engineer created an example to show one possible configuration purely for illustrative purposes. That example (i) provided a "worst case" in terms of acreage used for flood compensation and retention and (ii) allocated the pond to the south. The expected achievable pond area is smaller than shown on the drawing and its location will be determined by an actual site development plan (both of which will be determined in a permitting process).

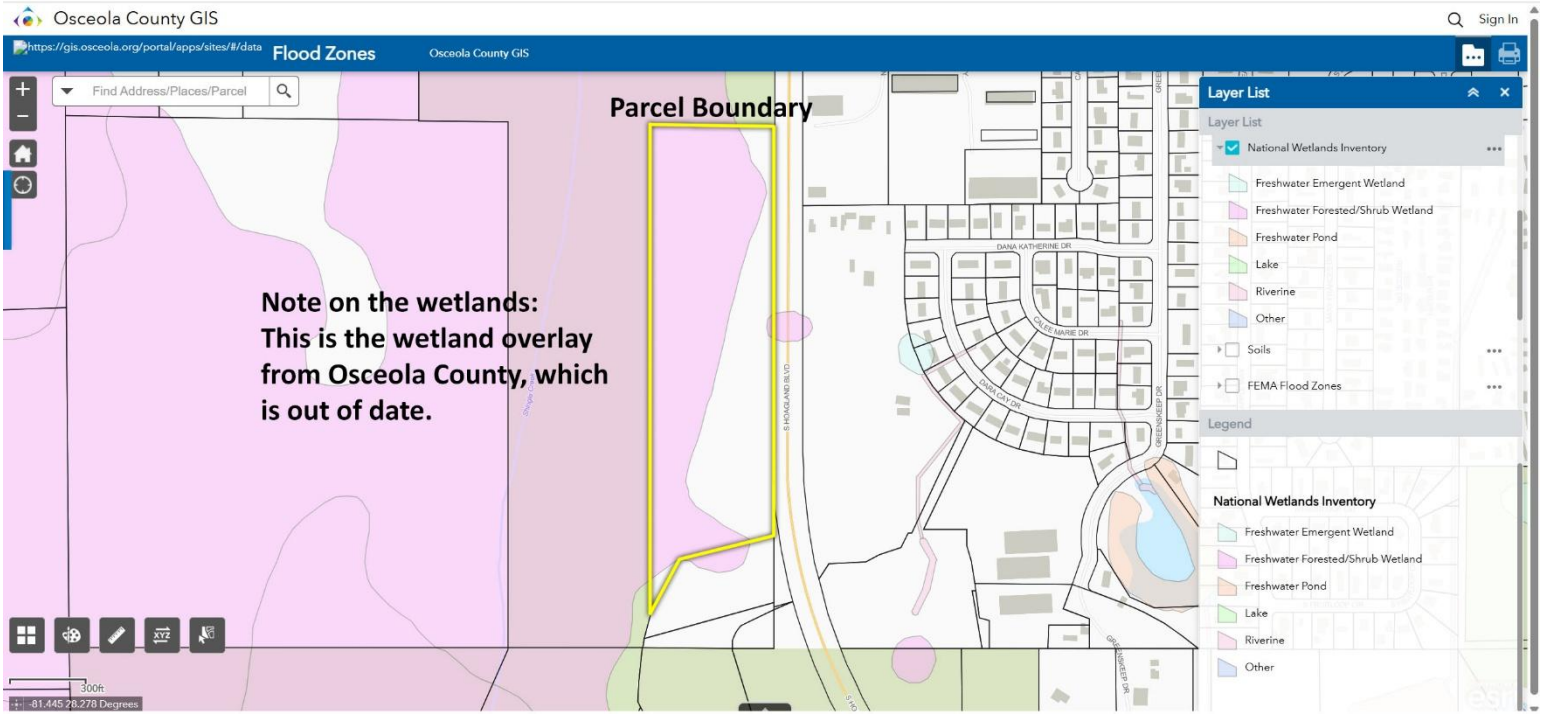
   Finally, while we do not believe that any of the Property will be impacted by regulated wetlands (for the reasons discussed above), we can mitigate any wetland impacts with credits generated from the Shingle Creek Mitigation Bank or several other regional wetland mitigation bangs.

Other Comments RE Additional Properties

The western portion of this parcel along with the other two parcels are a part of the Shingle Creek Mitigation Bank. We would not object to the city's offer to amend the land use and zoning of these areas.

Thank you for your responses and please feel free to reach out to me with any questions!

Mark Serrahn
The Landon Companies & UMAM LLC | Birmingham, MI
(810) 730-2596 | mserrahn@landoncompanies.com


Osceola County GIS
Sign In
https://gis.osceola.org/portal/apps/sites/#/data
Flood Zones
Osceola County GIS
Find Address/Places/Parcel
Parcel Boundary
Note on the wetlands:
This is the wetland overlay from Osceola County, which is out of date.
Layer List
Layer List
National Wetlands Inventory
Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland
Freshwater Pond
Lake
Riverine
Other
Soils
FEMA Flood Zones
Legend
National Wetlands Inventory
Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland
Freshwater Pond
Lake
Riverine
Other
DANA KATHERINE DR
COLLEEN MARIE DR
DANA CAY DR
S HIGHLAND BLVD
GREENSKEEP DR
300ft
-81.445 28.278 Degrees

Environmental Evaluation:

Environmental Evaluation
This application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0. The closing balance on the ledger is 8.59 forested credits and -0.91 herbaceous credits.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan
The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

ALBRECHT ENGINEERING GROUP, LLC

DATE: September 9, 2024

TO: Mr. Daniel Aronoff (UMAM LLC)

FROM: Kevin K. Albrecht, PE (Albrecht Engineering Group)

SUBJECT: **Osceola 18-acre Industrial Site – Preliminary Floodplain Analysis**

Introduction

This technical memorandum summarized the data collection, analytical methods, and findings of a preliminary floodplain compensation analysis to estimate impacts and compensation required for the potential future development of a roughly 18-acre undeveloped site, located in the City of Kissimmee. More specifically, the site is located along the west side of Hogland Boulevard, roughly 4,000 feet north of Old Tampa Highway, as shown on **Figure 1**.

The intent of this analysis is to utilize readily available data to develop a preliminary estimate of the existing floodplain storage volume within the parcel and estimate the potential developable area outside of the required floodplain compensation area, using volumetric (cup for cup) compensation.

Data Collection

This analysis was conducted using readily available (desktop) datasets to characterize the existing topography, 100-year flood stages, and seasonal high-water levels (SHWLs). The following sections further describe each data source:

Topography – The existing topographic conditions on the site were based on the 2018 LiDAR data obtained from National Oceanic and Atmospheric Agency's (NOAA) Digital Coast Data Access Viewer (NOAA: Data Access Viewer). The resulting Digital Elevation Model (DEM) and contours are shown in **Figure 2**. This data is based on the North American Vertical Datum of 1988 (NAVD 1988), which is used throughout this analysis. It should be noted that this data does not depict the topographic changes that resulted from construction of Hogland Boulevard or the industrial development south of this parcel. However, the data is sufficient to characterize the existing floodplain storage volume within the site.

100-Year Flood Stages – The Federal Emergency Management Agency (FEMA) flood mapping data was collected for the Site. The effective FEMA flood mapping data (**Figure 3**) shows 100-year peak flood stages ranging from 66.0 just north of the site to 65.0 just south of the site. However, Osceola County recently completed the Shingle Creek Watershed Model which provides a significant improvement in the hydraulic level of detail and computational technology used to model the watershed over the prior study used to develop the FEMA maps. Based on the incorporation of additional detail and more recent data, the Shingle Creek Watershed Model is considered the best available data to estimate 100-year flood stages for the site. **Figure 4** shows the 100-year peak stages estimated adjacent to the site by the Shingle Creek Model range from 63.58 just north of the site to 63.37 just south of the site.

Seasonal High-Water Levels (SHWLs) – Estimating the SHWL on the site is critical to determine the lowest elevation that any floodplain compensation area can effectively store flood waters. For this analysis, the control elevation of the wet detention pond located on the south side of this site was used to estimate the SHWL. According to the permitted design plans approved under SFWMD ERP 49-00813-P-03, the pond control elevation was set at elevation 60.0 (NGVD 1929) which translates to ~59.1 (NAVD 1988). However, the lowest elevation on the site is elevation 60.0 so the bottom of any proposed floodplain compensation area is set to 60.0 as that is the lowest elevation that surface water can be diverted into the floodplain compensation area.

Existing Floodplain Storage Volume Estimate

The data outlined above was used to develop a preliminary estimate of existing floodplain storage volume within the site. **Table 1** shows the detailed calculations and a resulting site floodplain storage volume of 31.4 acre-feet.

Table 1: Existing Site Flood Storage Volume

Existing Flood Storage				
Elevation (NAVD 88)	**Area (Acres)**	**Incremental Volume (ac-ft)**	**Cumulative Volume (ac-ft)**	**Description**
60	0.15	0.0	0.0	Estimated SHWL/Lowest Elevation
61	2.83	1.5	1.5	
62	11.8	7.3	8.8	
63	16.5	14.2	23.0	
63.5	17.25	8.4	**31.4**	Shingle Creek 100-yr Flood Stage

Proposed Concept

A preliminary grading concept of the site was developed to estimate the area needed to store 31.4 acre-feet of floodplain compensation volume between the SHWL of 60.0 and 100-year flood stage of 63.5. The remaining portion of the site can be used for future development. It should be noted that the development area includes the stormwater attenuation and treatment pond as well as any required buffers. **Table 2** shows the detailed calculations for the required floodplain compensation area. Based on these calculations, the floodplain compensation area would use 9.2 acres of the 18-acre site, leaving 8.8 acres for future development, stormwater management areas, and setbacks. **Figure 5** shows the portions of the site needed for floodplain compensation and the remaining developable area.

Table 2: Proposed Floodplain Compensation Area Volume Calculations

Proposed Floodplain Compensation Volume			
Elevation (NAVD 88)	**Area (Acres)**	**Incremental Volume (ac-ft)**	**Cumulative Volume (ac-ft)**
60	8.77	0.0	0.0
61	8.89	8.8	8.8
62	9.01	8.9	17.8
63	9.13	9.1	26.8
63.5	9.19	4.6	31.4

Recommendations

This analysis is intended to provide a preliminary estimate of floodplain compensation requirements based on readily available data. The following are recommendations should more detailed development planning occur to further refine these estimates:

- Detailed Topographic Survey – Prior to detailed design a topographic survey of the site will be required. The floodplain compensation requirements would then be refined based on the site survey.
- Geotechnical Investigation/Soil Borings - Prior to detailed design a geotechnical analysis will be required. This analysis will obtain soil borings at various locations within the site and provide an estimated SHWL at each boring. This data will help refine the estimated SHWL.
- Environmental High-Water Marks/Water Level Monitoring (Piezometers) – Prior to detailed design a survey high water marks will be required. The high-water marks will be identified by a wetland scientist and the elevation of each mark will be collected by a surveyor. Alternatively, water level monitoring can be conducted using piezometers to develop a longer-term record of water levels on the site. This data will help refine the estimated SHWL.
- Future Design Refinements – Based on the data collection described above, it may be possible to lower the bottom of the floodplain compensation area, reduce its footprint, and expand the developable area. This analysis limited the bottom elevation to 60.0 since the low elevation on the parcel is ~60.0 so it is assumed flood waters can not be diverted into the floodplain compensation area below 60.0. However, if the data collection above agrees with a SHWL of 59.1 and the survey shows ground elevations at or below 59.1, the bottom of the floodplain compensation area could be lowered with a reduced footprint.
- No-Rise Analysis – Based on the size of the floodplain/contributing drainage basin vs the site, it is possible that full volumetric compensation of impacted floodplain volume would not be required. To determine the actual floodplain compensation volume required, the Shingle Creek model could be used to test various fill/compensation scenarios to ensure adjacent off-site flood stages do not increase for the range of design storms.



Digitally signed by
Kevin K Albrecht
Date: 2024.09.12
12:32:48 -04'00'

This item has been digitally signed and sealed by Kevin K. Albrecht, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Figure 1: Project Location

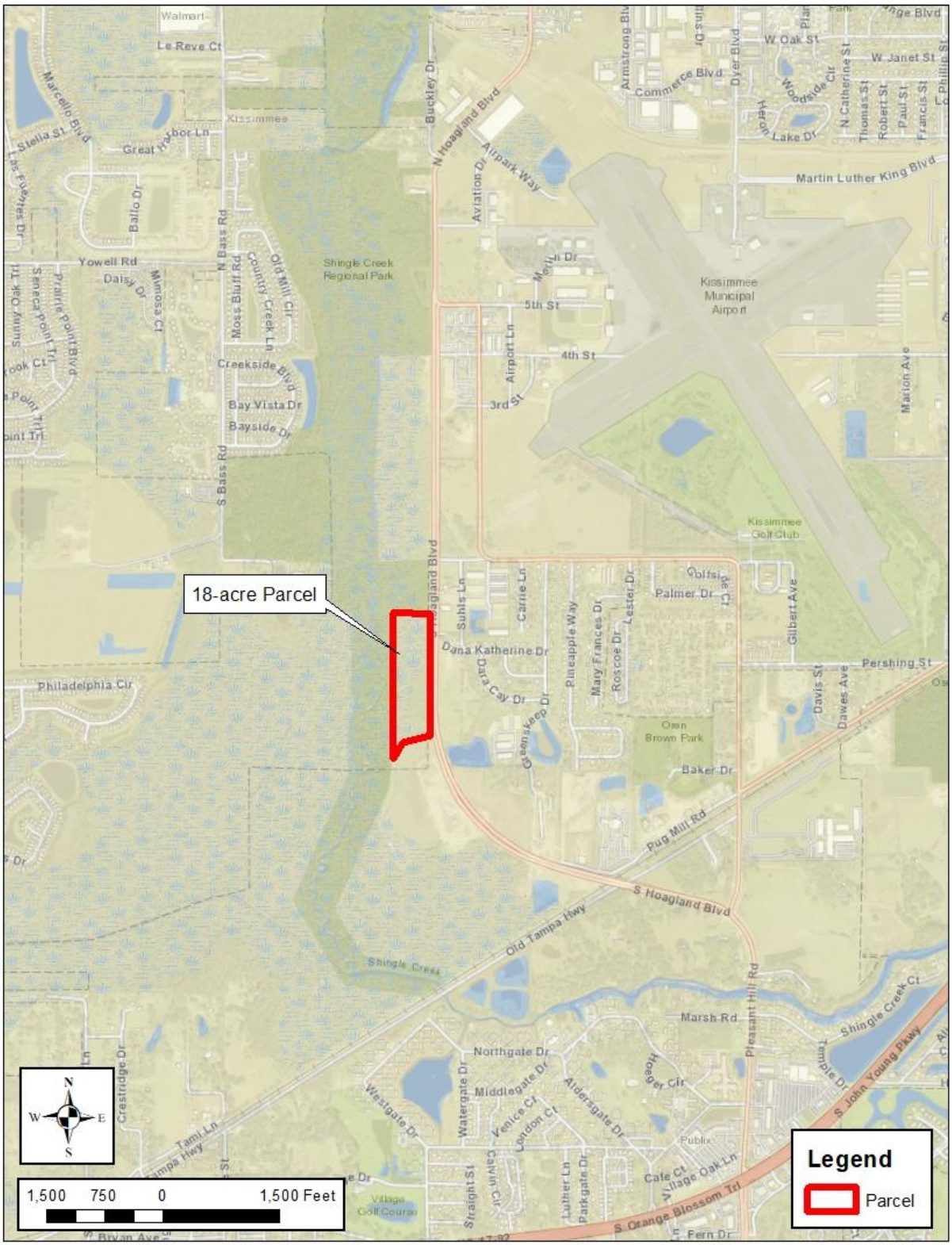


Figure 2: Topography

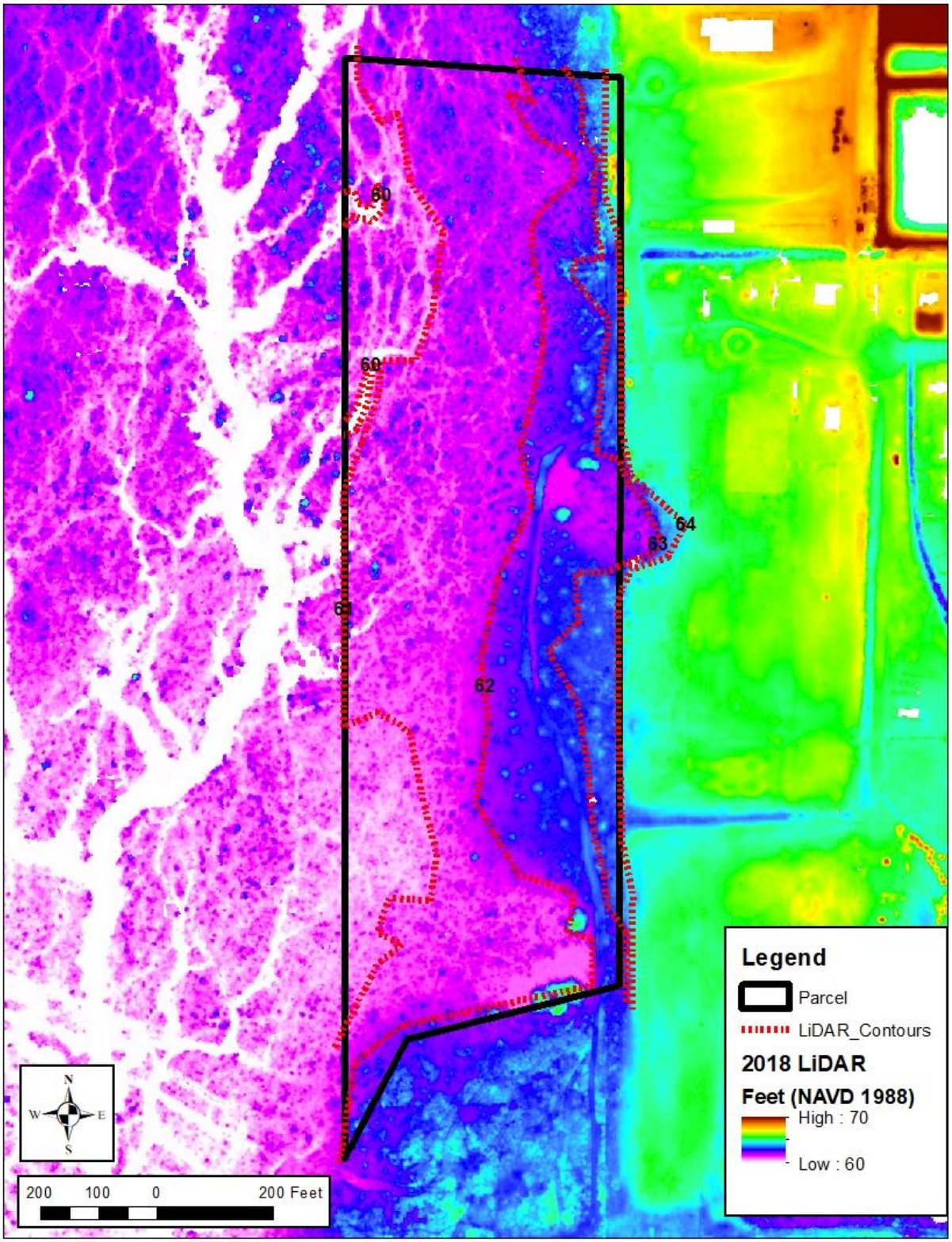


Figure 3: Effective FEMA Floodplain Map

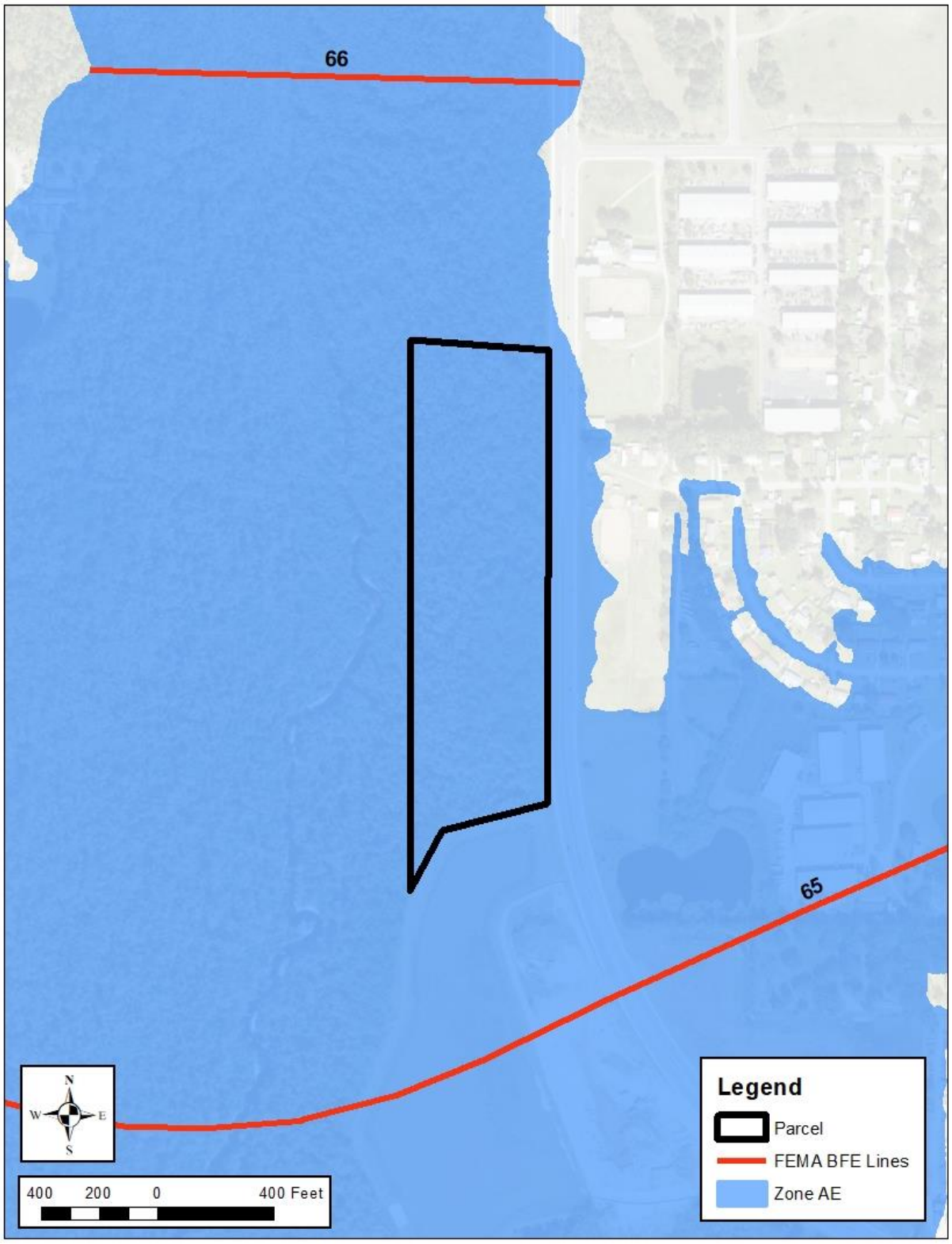


Figure 4: Shingle Creek Watershed Model 100-year Flood Stages

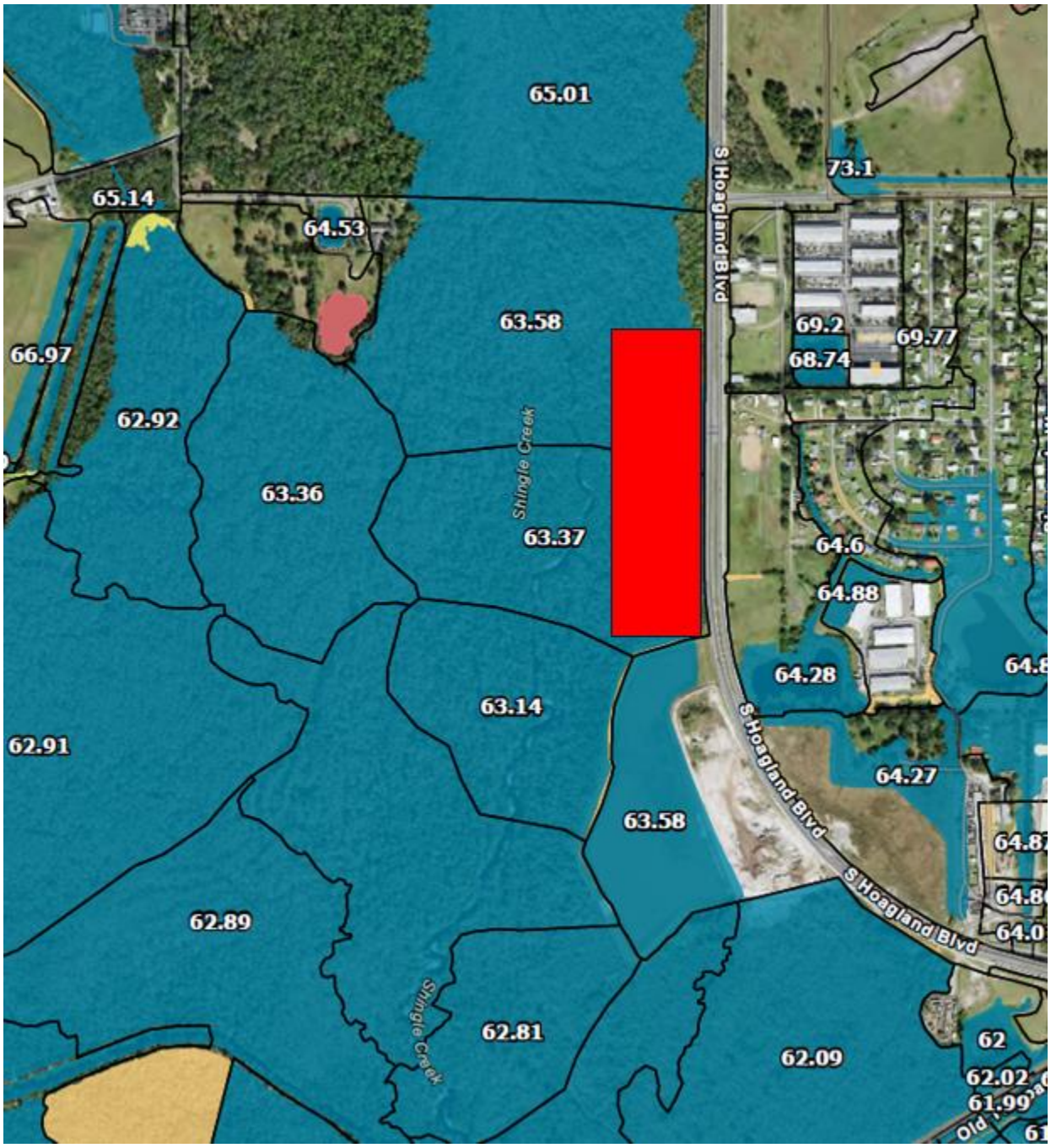


Figure 5: Proposed Concept



5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

memorandum

date	August 15, 2024
to	Daniel Aronoff, UMAM LLC
cc	Mark Serrahn, UMAM LLC
from	Steven Green, ESA, Julie Sullivan, ESA
subject	Shingle Creek Mitigation Bank Outparcel Wetland Trend

Compliance Summary

On October 23, 2019, the South Florida Water Management District (SFWMD) and Environmental Science Associates (ESA) conducted a site inspection of the Shingle Creek Mitigation Bank (SCMB). During the site inspection, SFWMD staff determined among other things that portions of the SCMB exhibited signs of hydrologic stress including treefall and soil subsidence. The portions of the SCMB that exhibited hydrologic stress were the two outparcels along the eastern side of Shingle Creek totaling approximately 18 acres along Hoagland Boulevard. on the eastern portion of parcel 30-25-29-00U0-0080-0000 s depicted on the attached Exhibit A (the "Parcel") On December 5, 2019, the SFWMD issued a non-compliance letter detailing the observations of the site inspection and requested a remedial action plan.

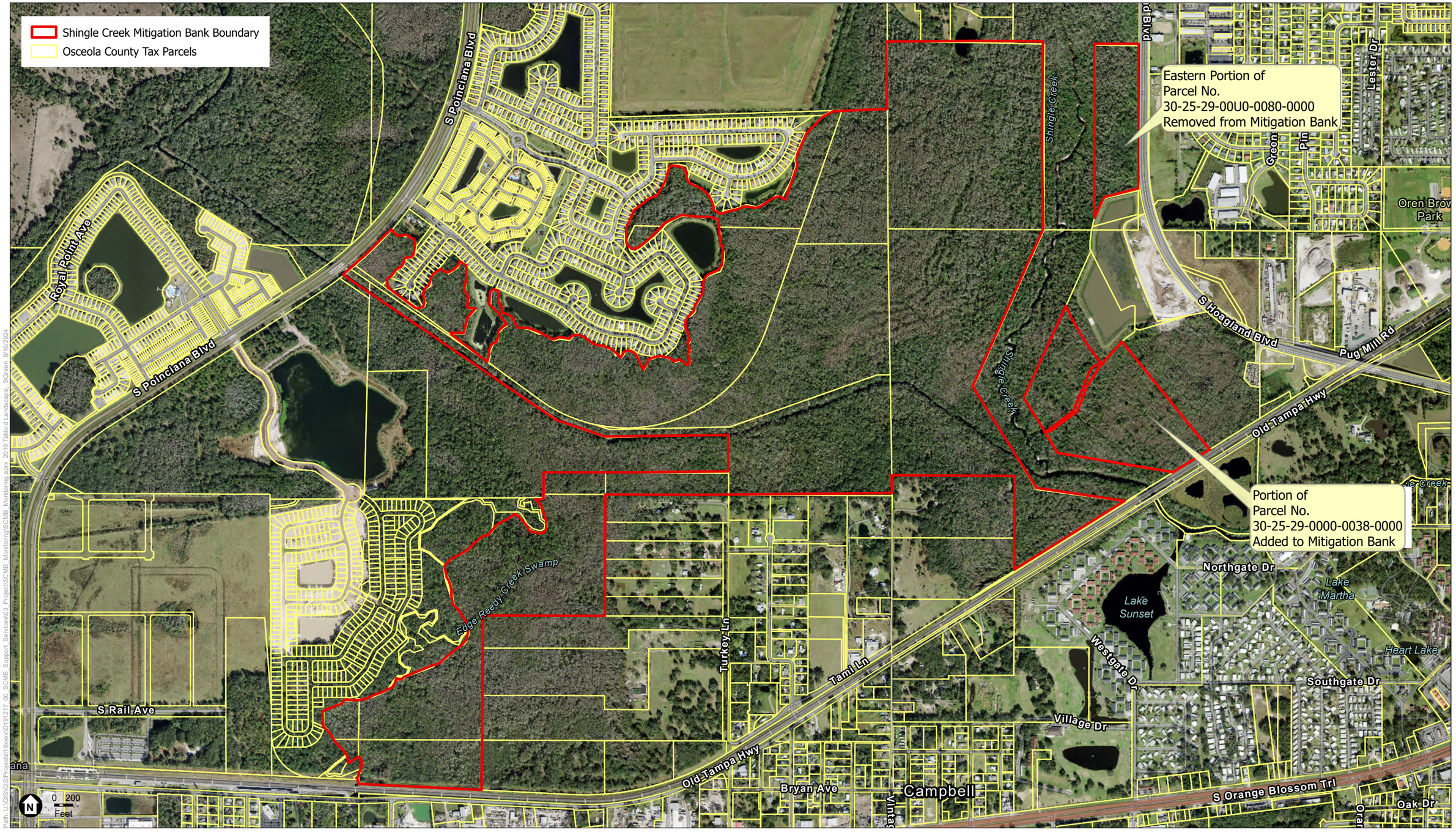
In response to this non-compliance letter, ESA developed a remedial action plan which among other things proposed the removal of the Parcel due concerns over the long-term viability of the wetlands within this parcel. Hydrology for wetland communities within the SCMB and larger Shingle Creek drainage basin is dictated by the US Army Corps of Engineers (USACE) regulation schedule for the S-61 Lock on the southern end of Lake Tohopekaliga. The current regulation schedule for the S-61 Lock has been in place since 1982 and is primarily being managed for flood control. This schedule holds water elevations between 52' and 55' NGVD (51.05' and 54.05' NAVD88) with peak stages between November and March (opposite of the typical Central Florida wet season). Within the boundaries of the SCMB, Shingle Creek occurs at an elevation of approximately 54' NAVD88, while the adjacent wetland systems are approximately six (6) feet above this elevation and are thus deprived of seasonal surface water flooding from Shingle Creek, outside of major storm events.

The effects of the artificially lowered tailwater are compounded by modified upstream inputs. Much of the basin upstream of the SCMB, particularly in Orange County, is developed and the creek channelized leading to brief high velocity peak flows as opposed to slowly moving sheet flow typical of floodplains and basin swamps. Combined with the artificially lowered tailwater, these modified high velocity discharges have led to scouring of Shingle Creek and the natural rivulets that drain the adjacent floodplain. This results in a topography that fails to hold surface water for time periods sufficient for optimal wetland function and has resulted in hydrologic stress

on the Parcel. Areas immediately adjacent to Shingle Creek, such as the Parcel, are generally the most impacted by this hydrologic manipulation.

The remedial action plan, which included the removal of the Parcel from the SCMB in exchange for the additions to the SCMB of another parcel, was formalized on April 1, 2021and included in a SFWMD permit Modification. This permit modification was finalized on May 30, 2024, under SFWMD Application No. 220222-33299. The condition for removal of the Parcel is addressed in Special Conditions section 23 therein.

Exhibit A



SOURCE: ESRI, Osceola County

Shingle Creek Mitigation Bank

Exhibit A
Mitigation Bank Boundary and Tax Parcels
Osceola County, FL

ESA



Osceola County Property Appraiser
Katrina S. Scarborough, CFA, CCF, MCF

Parcel Result

Parcel: 30252900U000800000

TRIM Notice | Property Record Card | Map Image | Tax Collector | Map View | E-Mail Parcel | NEW Bird's Eye View

Owner Information

Owner Name	UMAM LLC
Mailing Address	5607 GLENRIDGE DR NE STE 200 ATLANTA, GA 30342
Physical Address	OLD TAMPA HWY, KISSIMMEE FL 34746
Description	NO AG ACREAGE-VAC
Tax District	200 - KISSIMMEE

Tax Values

View Tax Estimato

Current Values		Certified Values	
Current Value represents working appraised values as of 06/03/2024, which are subject to change prior to certification		**Certified Value represents certified values that appeared on the tax roll as of 10/04/2023**	
Land	$19,200	**Land**	$47,900
AG Benefit	$0	**AG Benefit**	$0
Extra Features	$0	**Extra Features**	$0
Buildings	$0	**Buildings**	$0
Appraised(Just)	$19,200	**Appraised(just)**	$47,900
Assessed(estimated)	$19,200	**Assessed***	$47,900
Exemption(estimated)	$0	**Exemption**	$0
Taxable(estimated)	$19,200	**Taxable**	$47,900
*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**		*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	4923-0197	$100	2016-02-26	Quit Claim Deed (QC)
1	4923-0187	$100	2016-02-26	Quit Claim Deed (QC)
2	4726-0470	$100	2015-01-22	Certificate of Title (CT)
3	3419-2911	$6,361,900	2007-02-16	Warranty Deed (WD)
4	3059-2142	$100	2002-05-28	Corrective Deed (CD)
5	2254-0454	$807,900	2002-05-28	Warranty Deed (WD)
6	1120-0177	$0	1993-04-16	Personal Representative Deed (PR)
7	1120-0176	$0	1993-04-15	Personal Representative Deed (PR)

Land Information - Total Acreage: 95.80

Land Description	Units	Depth	Land Type	Land Value
CONSERVATION	95.80	0.00	AC	$19,200

Legal Description

Legal Description SW 1/4 LESS NW 1/4 OF NW 1/4 OF SW 1/4 & LESS NE 1/4 OF NW 1/4 OF SW 1/4 & LESS BEG N 1/4 COR OF SEC 31, E 615.20 FT, S 295.16 FT, E 724.25 FT TO PT ON E LINE OF W 1/2 OF NE 1/4, S 808.04 FT, N 82 DEG W 120.96 FT, N 16 DEG W 177.52 FT, N 30 DEG W 459.91 FT, N 71 DEG W 504.82 FT, N 7 DEG W 272.83 FT, N 79 DEG W 219.07 FT, S 54 DEG W 24.72 FT, S 8 DEG W 194.08 FT, S 3 DEG E 351.76 FT, S 64 DEG W 119.31 FT, N 28 DEG W 743.69 FT, N 74.25 FT, N 6 DEG E 141.85 FT, N 13 DEG E 119.47 FT, N 27 DEG E 245.96 FT, N 76 DEG E 370.10 FT TO PT ONE LINE OF SW 1/4, S 428.93 FT TO POB LYING WITHIN SEC 30 ORD #97-03 LESS BEG AT CENTER OF 30/25/29, S 667.51 FT, N 89 DEG W 475.06 FT, S 1902.17 FT, S 13 DEG W 102.59 FT, S 6 DEG W 141.85 FT, S 74.25 FT, S 24 DEG W 1751.49 FT, S 31 DEG E 685.54 FT, S 80 DEG E 1301.48 FT TO NLY RW CSX RR, S 58 DEG W 86.83 FT, W 18.86 FT, S 58 DEG W 384.87 FT, S 11.80 FT, S 58 DEG W 104.06 FT, N 82 DEG W 1014.55 FT, N 31 DEG W 1297.38 FT, N 24 DEG E 1852.84 FT, N 2008.26 FT, N 89 DEG W 341.79 FT TO SE COR OF NE 1/4 OF NW 1/4 OF SW 1/4 OF 30-25-29 N 663.74 FT, S 89 DEG E 1360.53 FT TO POB & LESS COM AT S 1/2 COR OF 30-25-29, N 581.59 FT TO POB; & POC, CONC E, RAD 2144.50 FT, CENT ANG 04 DEG, NLY ALONG CURVE 166.21 FT, N 1245.01 FT, S 89 DEG E 6.47 FT, S 1410.95 FT TO

NUMBER
407-742-5000

EMAIL
nfo@property-appraiser.org

ADDRESS
Property Appraiser's Office
2505 E Irlo Bronson Memorial Hwy
Kissimmee, FL 34744

View Map

Business Hours

HOURS OF OPERATION

Monday - Friday : 8am to 5pm
Closed Saturday and Sunday

About the Property Appraiser

- Katrina S. Scarborough CFA, CCF, MCF
- Accessibility
- Career Opportunities
- Departments
- Holiday Schedule

Other County Agencies

- Board of County Commissioners
- Clerk of the Courts
- Sheriff's Office
- Supervisor of Elections
- Tax Collector

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18 ACRES
Possible future development

S Bass Rd
Shingle Creek Regional Park
Shingle Creek
Osceola County Solid Waste
Bass Pet Resort & Spa
S Hoagland Blvd
Hangar Rd
Jack Calhoun Dr
Max Audio
Pet Cremation of Kissimmee
Suhls Ln
Greenskeep Dr
Pineapple Way
Mary Frances Dr
Roscoe Dr
Lester Dr
Palmer Dr
Jack Calhoun Dr
Gilbert Ave
Village Way
Country Club Village Mobile Home
W Pershing St
Bright & Clean ASC
Davis St
Data Cay Dr
Rustler Rd
La Familia Pawn and Jewelry
Philadelphia Cir
Luv-A-Lawn and Pest Control
Baker Dr
WM - Osceola Hauling
Pug Mill Rd
Old Tampa Hwy
Pleasant Hill
Google Earth
Image © 2024 Airbus
N
2000 ft

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M
Date Issued: July 27, 2023

Corrected Copy April 30, 2024

Permittee:	UMAM, LLC Shingle Creek Mitigation Group, LP
Project:	Shingle Creek Mitigation Bank
Application No.	210525-6295
Location:	Osceola County, See Exhibit 1

Your application for a Mitigation Bank Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330 and 62-342, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Lisa Prather, PWS
Section Administrator

Permittees:

UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M

Date Issued: July 27, 2023	**Expiration Date:** July 27, 2028
Project Name:	Shingle Creek Mitigation Bank
Permittees:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Operating Entity:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Location:	Osceola County
Permit Acres:	534.96 acres
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3169A
Total Potential Credits:	0.00
Conservation Easement to District:	Yes
Sovereign Submerged Lands:	No

Project Summary
The Environmental Resource Permit authorized construction and operation of a 534.96 acre mitigation bank project known as Shingle Creek Mitigation Bank in Osceola County.

Project Site Description
Shingle Creek Mitigation Bank (SCMB) is located southwest of Kissimmee, off of Old Tampa Highway, southeast of Poinciana Boulevard and encompasses portions of Shingle Creek in Sections 30 and 31, Township 25S, Range 29E and Sections 25 and 36, Township 25S, Range 28E in Osceola County. To the north of the project lies property in both public and private ownership. To the west the property borders Poinciana Boulevard, a residential development, County owned property and District owned Save Our

Rivers (SOR) lands. To the south the property borders Old Tampa Highway and undeveloped wetlands under private ownership. To the east, the property borders a residential development and an industrial park.

Current Authorization (Application No. 210525-6295)
This modification authorizes the removal of a 17.94 acre parcel from the mitigation bank and the addition of a 29.27 acre parcel to the mitigation bank. This exchange results in a total of 534.96 acres in the mitigation bank, and the removal of 2.47 forested credits from the ledger. This modification also corrects errors in the credit calculations from previous reductions in bank area via Applications 150709-20 and 170330-12. The new parcel has the potential to gain 2.47 forested credits but no credits are currently released for the new addition.

Refer to Exhibit 6.0 for the updated mitigation bank ledger.

Background
On December 21, 1999 a Noticed General Permit (No. 49-01018-P) was issued for a project known as Logging a Cypress Swamp.

Permit Modification History
On January 13, 2009, an ERP was issued to construct and operate a 619-acre mitigation bank. [Application No. 070321-21]

On October 28, 2013, a modification was issued for a five year permit extension. [Application No. 130925-9]

On April 8, 2016, a minor modification was issued for the proportional adjustment of mitigation bank credits and financial assurance to correspond to a 84.99 acre reduction in project acreage, as well as, the addition of a new permittee. [Application No. 150709-20]

On May 16, 2017, a minor modification was issued for an adjustment of mitigation bank credits to correspond with a 10.11 acre reduction in project acreage. [Application No. 170330-12]

On November 14, 2018, a minor modification was issued to modify the Work Schedule due dates. [Application No. 181109-2]

Please see Exhibit 5.0 for a list of authorizations that constitute this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system will be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The Permittee has provided the existing Access Easment (Exhibit 4.1) recorded in Osceola County ORB 3759, PG 1912 for the access to the added parcel in the South East portion of the permitted area.

The applicant provided an additional draft Access Easement (Exhibit 4.0) that will grant the South Florida Water Management District ingress and egress to the Conservation Easement area. Within 30 days of permit issuance, a copy of the executed and recorded easement must be provided to the District's Environmental Resource Compliance staff.

Engineering Evaluation:

Water Quality
There are no construction activies planned for this project, therefore, no adverse water quality impacts are anticipated as a result of the proposed project since the pre-development condition is the same as the post-development condition with respect to the site's surface water flow. Also, removal of the feral pig population will result in less rutting and thus less soil erosion from the site, and removal of the cattle will result in water quality improvements due to decreased nutrient loading and fewer eroded cattle crossings in the area.

Water Quantity
There are no works planned for this phase of the mitigation bank. Therefore, the post-development discharge will be the same the pre-development discharge.

Environmental Evaluation:

Environmental Evaluation
This application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0. The closing balance on the ledger is 8.59 forested credits and -0.91 herbaceous credits.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan
The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	464.61	acres
Wetland and Other Surface Water Impacts:	0	acres
Total Onsite Mitigation Area:	536.08	acres
Is a conservation easement proposed?:		

Shingle Creek Mitigation Bank

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
SW1	0.7	Preservation	Rivers, Streams and Waterways	Rivers, Streams and Waterways	0.53	0.56	1	1	0.8	0.017
U1f	15.23	Preservation	Pine-Mesic Oak	Pine-Mesic Oak	0.05	0.7	1	1	0.8	7.920
U1h	9.24	Preservation	Pastures	Pastures	0.05	0.7	1	1	0.8	4.805
U2	21.2	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	11.024
U3	25.8	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	13.416
W1f	271.54	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	21.723
W1h	43.5	Preservation	Vegetated Non-Forested Wetlands	Vegetated Non-Forested Wetlands	0.5	0.6	1	1	0.8	3.480
W2	63.2	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	5.056
W3	56.4	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	4.512
Total: 506.81										**71.953**

29.27 Acre Addition

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
W1	23.9	Restoration	Basin Swamp	Basin Swamp	0.5	0.7	16 - 20	1.5	1.0	1.897
W2	5.37	Enhancement	Basin Swamp	Basin Swamp	0.6	0.733	1	1	0.8	0.571
Total: 29.27										**2.468**

Related Concerns:

Historical/Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

Water Use Permit Status
The applicant has indicated that dewatering is not required for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction phase of this permit shall expire on the shown on Page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Submit an executed recorded copy of the Access Easement granted to the South Florida Water Management District must be provided to the District's ERB staff within 30 days of permit issuance.

4. (a) In accordance with the schedule attached as Exhibit No. 2 (see Application No. 070321-21) and prior to the release of any credits from the bank, the permittee shall submit to the District, for review and approval in accordance with Exhibit No. 2 (see Application No. 070321-21) , two (2) copies of the following:

   1. Final executed draft in recordable form of conservation easement.
   2. Site map of conservation easement
   3. Signed and sealed survey by professional surveyor with legal description
   4. Certified appraisal of the market value of property 5. Title insurance commitment and owner's title policy

   (b) Within 30 days of District approval of the above listed items, the permittee shall record a conservation easement for the 534.95 acres bank property for which the release of credits is sought and submit two (2) certified copies to the district. The conservation easement shall be granted to the District and FDEP and shall contain the activity restrictions set forth in section 704.06(1) F.S. The recorded conservation easement shall be in conformance with the draft conservation easement attached as Exhibit No. 2. The District must approve any amendments to the conservation easement.

   (c) Prior to recordation of the conservation easement for the bank project, the bank sponsor shall procure waivers of surface exploration rights for the bank site. the waiver form shall be subject to the approval of the District prior to recordation of the conservation easment.

5. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project details and methods indicated on the attached permit Exhibits and described herein.

6. The permittee shall, every two years, adjust the amount of financial responsibility provided for the implementation and long term management of the bank. The cost adjustment, along with supporting documentation, shall be submitted to the District for review and approval. Any significant change in the cost estimate (>10%) may result in a modification to required deposits into the construction and implementation fund. The amount of financial responsibility provided for construction and implementation shall be adjusted as follows:

   (A) The permittees shall, every two (2) years, adjust the amount of financial responsibility provided for construction and implementation and for the long-term management of the bank. Every two (2) years, the permittees shall submit to the District a cost adjustment statement accompanied by supporting, verifiable documentation based upon a third party performing the work at the fair market value of the

services. Mitigation implementation and long term management costs shall be listed separately. The cost adjustment statements shall include inflation as well as changes in the cost to carry out the construction and implementation (i.e., initial exotic species removal and control, planting, structure installation, consultant fees, monitoring activities and reports) and long term management (i.e., nuisance/exotic species control, maintenance of fences, consultant fees, monitoring activities and reports, and any other costs associated with long-term management) activities required for compliance with this permit.

(B) If the value of the construction and implementation performance bond is less than the total amount of the current implementation cost estimate, or if the annual interest generated by the long-term management trust fund is less than the currently estimated annual costs of long-term management, the permittees shall upon District approval of the cost adjustment statement, increase the value of the financial mechanism(s) to reflect the new estimate within 60 days.

(C) If the value of the implementation performance bond is greater than the total amont of the current construction and implementation cost estimate, or if the annual interest generated by the long-term management trust fund is greater than the currently estimated annual costs of long-term management, the permittees may reduce the value of the financial assurance mechanism(s) to reflect the new estimate upon receiving District approval of the cost adjustment statement.

(D) The permittees shall adjust the amount of the implementation performance bond and/or long-term management trust fund at times other than the cost adjustment period when the costs associated with compliance with the permit conditions exceed the current amount of financial responsibility and such financial assurances are deemed necessary to ensure compliance with the permit conditions.

(E) Upon completion of an activity, the permittee may request a reduction in the required amount of the implementation performance bond to the amount specified in the most recent required cost estimate for the remaining phases of construction (Exhibit 2 ((see Application No. 070321-21) or the most recent cost adjustment).

7. The permittees shall maintain in perpetuity all of the physical components of the mitigation bank, including fences, access gate(s), signage and other physical components necessary for the continued operation, maintenance and long-term management of this mitigation bank as permitted. This permit does not authorize any construction or earthwork activities except for those explictly descibed within the staff report.

8. Any future changes in land use or treatment of wetland and/or upland areas may require a permit modification and additional review by District environmental/engineering staff. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

9. This application authorizes a total of 71.95 credits for the preservation of the property which includes recording a conservation easement over 534.96 acres, establishment of financial assuraneces in accordance with the special conditions and attached exhibits, removal and control of nuisance and exotic species and the implementation of a land management plan as described in the staff report and the special conditions of this application. The applicant may submit a request to modify this permit to perform additional activities, including hydrologic enhancement, which may result in the realization of additional credits. The future modification(s) will be based on the potential for additional vegetative improvement as well as hydrologic enhancement/restoration of the mitigation bank site. The potential hydrologic improvements will likely include the construction of control structures and berms where uncontrolled runoff currently occurs into the creek and/or into Oren Brown Canal. In order for the

applicant to demonstrate the amount of hydrologic, vegetative and ecological improvement that may occur, a comprehensive and quantifiable baseline conditions report as well as measurable success criteria must be submitted. Although the information submitted thus far relies on performance based success criteria, the analysis must also include a comparison of current hydrologic and vegetative conditions to potential future conditions in order to demonstrate the potential lift. The vegetative components of the baseline report must include, but are not limited to: - Established transects and quadrats with permanent photostations - List and percent cover of all species contained within each transect and quadrat - Percent cover of OBL, FACW, FAC and UPL species within each transect and quadrat - Quantitative description and list of canopy trees including percent cover and DBH - Nuisance and exotic vegetation coverage within each monitoring area - Wildlife observations The hydrologic elements of the baseline report must include but are not limited to: - An analysis of both the current and proposed condition in sufficient detail to support the proposed enhancement credit for the hydroperiod of each mitigation polygon - Hydrologic measurements including depth and duration of saturation/ inundation. - Construction details of all structures and proposed earthwork The success criteria for the project must include: - Specific quantifiable goals of the proposed enhancement activities - Specify a reference wetland for each habitat type - A detailed planting plan for each polygon - UMAM data sheets for each polygon - Specific success criteria for each polygon. The documentation of the factors listed above will be utilized to determine the full number of potential credits that are available to the bank. The vegetative elements, in particular, are critical components of the current mitigation plan for preservation only as they will document the potential for future enhancement credit over and above the preservation element. At this time, the District has not made a determination as to the potential number of credits that may be generated as a result of future modifications to the permit.

10. The mitigation plan includes the removal of feral pigs from the property. The control of feral pigs shall be the responsibilty of the applicant and shall in no way be interpreted to allow for hunting of native species on the property. In addition, the management and results of this activity shall be reported to the District in the annual monitoring reports.

11. A maintenance program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21) for the mitigation bank on a regular basis to ensure the integrity and viability of those areas as permitted. Coverage of exotic and nuisance species shall not exceed 1% total areal coverage after 5 years. Maintenance shall be conducted in perpetuity to ensure that the mitigation bank is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. In addition, the permittee shall manage the conservation areas such that nuisance plant species do not exceed 10% of areal cover.

12. The permittee shall be responsible for the successful completion of the mitigation bank, including the monitoring and maintenance of the bank for the duration of the mitigation plan, in accordance with the attached exhibits.

13. The work schedule shown in Exhibit 2 (see Application No. 070321-21) shall be implemented regarding the release of credits for sale within the mitigation bank.

14. A mitigation program for the Shingle Creek Mitigation Bank shall be implemented in accordance with the attached Exhibits. The permittee shall preserve 534.96 acres .

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. The mitigation bank credit ledger shall reflect a total of 71.95 credits which includes 63.67 forested credits and 8.28 herbaceous credits. The credits shall be release in accordance with the credit release schedule outlined below:

    20% (12.73 forested credits, 1.65 herbaceous credits) Submit conservation easement and financial assurance documentation

    20% (12.73 forested credits, 1.65 herbaceous credits) Installation of perimeter fencing, removal of interior fencing and signage

    5% (3.18 forested credits, 0.41 herbaceous credits) Removal and control of feral pigs

    45% (28.65 forested credits, 3.72 herbaceous credits) Nuisance and exotic vegetation removal and control

    10% (6.37 forested credits, 0.82 herbaceous credits) Reserve (Successful completion of five year monitoring program)

17. A monitoring program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21). Short-term monitoring reports must be submitted annually and must be conducted in accordance with the approved Monitoring Plan.

    The short term reports must include all of the information identified in the monitoring section of the approved mitigation plan and information sufficient to demonstrate whether the success criteria are being achieved.

    Once the bank has achieved success, long-term (perpetual) monitoring reports must be submitted annually, by January 31st for the previous year. All reports must include the information identified in the monitoring section of the approved mitigation plan, must demonstrate how the bank is continuing to meet (or not meet) the goals and objectives of the mitigation bank plan, and must include a log and aerial showing the location of all maintenance activities undertaken during the previous year and scheduled for the following year. These activities include, but are not limited to, floral and faunal exotic and nuisance treatment/control, and any other management activities performed, or scheduled to be performed, on the mitigation bank property.

18. Project implementation, maintenance/monitoring and long term management shall be accomplished in accordance with the attached Exhibits and in accordance with the Special Conditions outlined herein. Additionally, issuance of this permit is based on the District's reliance on information submitted and commitments made by the permittees that the proposed mitigation design presented in Exhibits will be achieved and that the targeted success criteria outlined in the staff report and in Exhibit 2 will be met. If at any time, the District determines that the targeted success criteria have not or are not being met for any phase and/or that the milestone events identified in the credit release schedule contained in Exhibit 2 have not been satisfactorily accomplished, then no mitigation credits shall be withdrawn or released, including for other activities, until it is demonstrated that the targeted success criteria and/or milestone events have been achieved.

19. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

20. Prior to the release of any credits, and within 30 days of permit issuance, the permittee shall provide the District with documentation that a trust fund in the amount of $386,444.40 has been established for the long term management of the Shingle Creek Mitigation Bank.

21. In conformance with the work schedule in Exhibit 2 (see Application No. 070321-21), the permittee shall provide an original letter of credit in the amount of $245,080.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan. The financial assurance shall be in substantial conformance with Exhibit No. 2 (see Application No. 070321-21). The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 2 (see Application No. 070321-21). Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

23. For the 29.27 acre parcel addition authorized under Application 210525-6295:

    A) Prior to the commencement of construction, and in accordance with the work schedule herein, the permittee shall submit for review and approval, one copy of the following as a package for review by District real estate staff:

    1. Project map identifying conservation areas

    2. Legal description of conservation areas

    3. Signed amended conservation easement form

    4. Sealed boundary survey of conservation area(s) by professional Land surveyor

    5. Title insurance commitment for the conservation easement naming the District as beneficiary using approved valuation. See Exhibit 3.3.1. 6. Data in accordance with paragraph E (below).

    B) The real estate information referenced in paragraph (A) above shall be reviewed by the District in accordance with the District's real estate review requirements. The easement shall be granted free of mortgages, liens, easements or other encumbrances or interests which the District staff states are contrary to the intent of the easement. The easement shall not be recorded until such approval is received.

    C) Once the Draft Amended Conservation Easement form is approved by the District, the permittee may commence with the Mitigation Plan. Upon completion of Phase 1 of the planting plan as outlined in the Mitigation Plan attached as Exhibit 3.0.1., the permittee shall record the Amended Conservation Easement over the real property designated as conservation/preservation areas on Exhibit 3.2.1, adding the 29.27 acre parcel constituting the additional conservation easement area and removing the 17.94 acre parcel constituting the removed conservation easement area. This Exhibit shall not be modified without a permit modification.

    D) In the event the conservation easement real estate information reveals encumbrances or interests in the easement which the District staff states are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests. If such are not

obtained, permittee shall be required to apply for a modification to the permit for alternative acceptable mitigation.

E) A CD or DVD containing the easement data supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet, shall be submitted.

F) Upon recordation of the amended conservation easement in the public records of Osceola County, the permittee shall submit one certified copy of the recorded conservation easements for the preservation/mitigation areas, and title insurance policy, via ePermitting or to the Environmental Resource Compliance staff in the local District service center.

24. A monitoring program shall be implemented for the mitigation bank in accordance with the updated Exhibit 3.0.1., with annual reports submitted to District staff.

25. For the 29.27 acre addition authorized under Application 210525-6295, the planting and mitigation plan shall be conducted in accordance with Exhibit 3.0.1.

Project Work Schedule for Permit No. 49-01937-M

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
SC 11	04/30/2024	Scmb Submit Original Long Term Mgmt Trust Fund	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Submit Original Letter Of Credit	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Remove Cattle Lease	04/15/2008	04/20/2016
SC 11	04/30/2024	Scmb Install Perimeter Fencing	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Install Signage	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Submit Baseline Monitoring Report	12/31/2027	07/17/2017
GC 2	02/18/2020	Certification (200130-2665)	02/17/2021	03/06/2023
GC 7	01/13/2009	Conversion/Transfer (070321-21)	01/13/2010	
SC 3	04/30/2024	Submit Recorded Access Easement granted to the SFWMD	Within 30 days of permit issuance	
SC 16	04/30/2024	Scmb Submit Monitoring Report 1	12/18/2018	10/23/2019
SC 16	04/30/2024	Scmb Submit Monitoring Report 2	03/19/2022	01/29/2021
SC 16	04/30/2024	Scmb Submit Monitoring Report 3	02/22/2022	02/03/2022
SC 16	04/30/2024	Scmb Submit Monitoring Report 4	02/22/2023	05/02/2023
SC 16	04/30/2024	Scmb Submit Monitoring Report 5	02/22/2024	02/07/2024
SC 16	04/30/2024	Scmb Submit Monitoring Report 6	02/22/2025	
SC 16	04/30/2024	Scmb Submit Monitoring Report 7	02/22/2026	
SC 16	04/30/2024	Scmb Submit Monitoring Report 8	02/22/2027	
SC 17	01/13/2009	Submittal Of Doc In Association With Conservation Easement (070321-21)	07/22/2016	04/25/2018
SC 23	04/30/2024	Application 210525-6295: Submit Real Estate Package For CE	Within 30 days of Phase 1 Completion	
SC 25	04/30/2024	Application 210525-6295: Submit Time Zero Report for Planted Areas	Within 30 days after Planting Complete Date	

GC = General Condition

SC = Special Condition

Distribution List

Julie Sullivan, ESA

Osceola County Engineer

US Army Corps of Engineers

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 210525-6295.

Exhibit No. 1.0 Location Map

Exhibit No. 3.0.1 Mitigation Plan - 29 Acre Addition

Exhibit No. 3.1.1 Financial Assurance Update - 29 Acre Addition

Exhibit No. 3.2.1 Draft Conservation Easement Amendment

Exhibit No. 3.3.1 Title Insurance Commitment - 29 Acre Addition

Exhibit No. 3.4.1 UMAM and Credit Adjustment - 29 Acre Addition

Exhibit No. 4.0 Access Easement (SFWMD)

Exhibit No. 4.1 Access Easement (Recorded)

Exhibit No. 5.0 Permit History

Exhibit No. 6.0 Mitigation Bank Ledger

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

SKETCH OF DESCRIPTION

OF LANDS SITUATED IN

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 29 EAST

OSCEOLA COUNTY, FL.

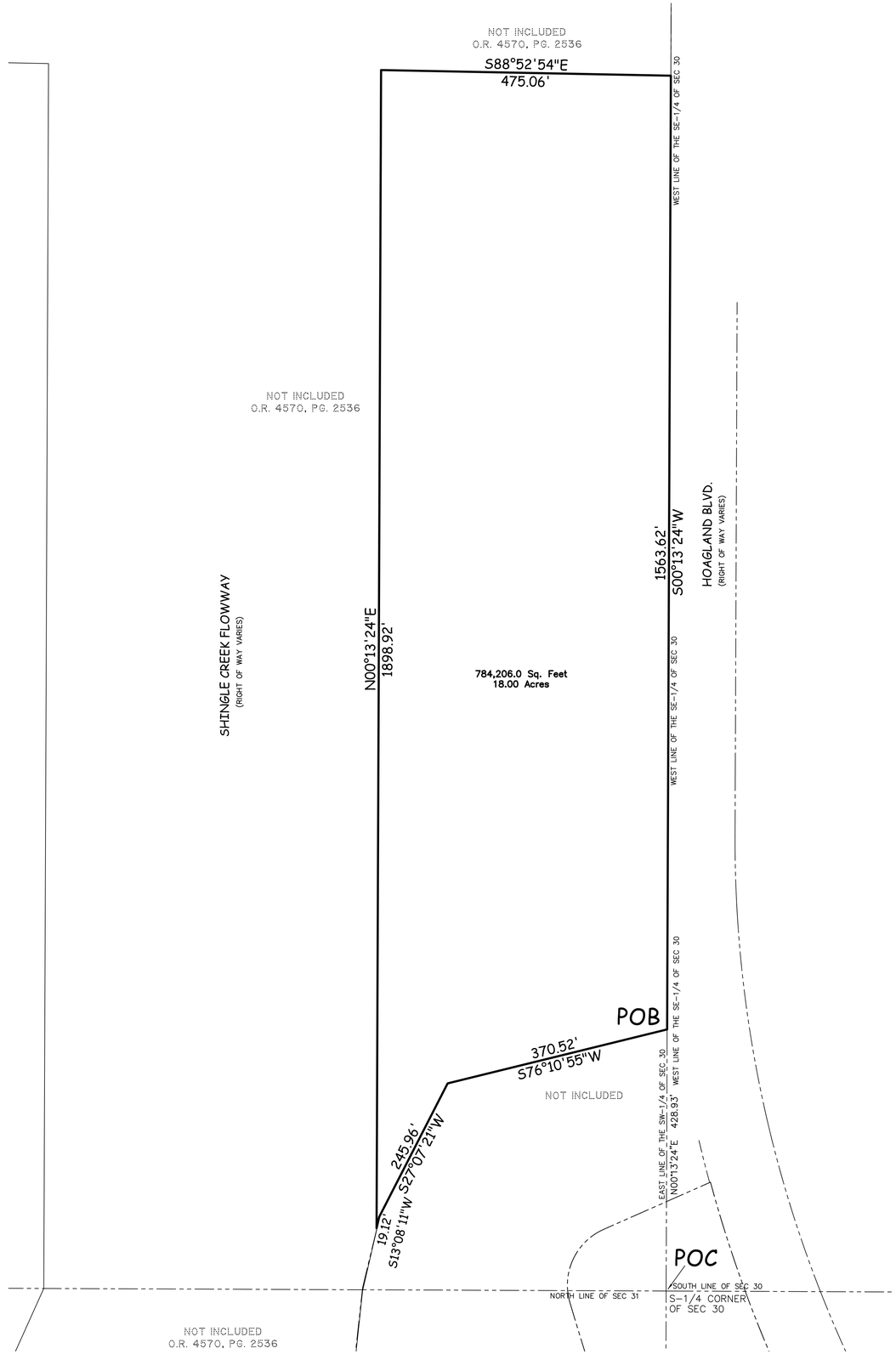
PARCEL 0080

DESCRIPTION PREPARED:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE N00°13'24"E ALONG THE WEST LINE OF SAID SE-1/4 LINE A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING; THENCE S76°10'55"W A DISTANCE OF 370.52 FEET; THENCE S27°07'21"W A DISTANCE OF 245.96 FEET; THENCE S13°08'11"W A DISTANCE OF 19.12 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 2536 OF THE PUBLIC RECORDS OF SAID OSCEOLA COUNTY; THENCE N00°13'24"E ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 1898.92 FEET; THENCE S88°52'54"E ALONG SAID TRACT A DISTANCE OF 475.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF HOAGLAND BOULEVARD; THENCE S00°13'24"W A DISTANCE OF 1563.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 18.00 ACRES MORE OR LESS OR LESS.





LEGEND:

▲ = SET PK NAIL AND DISC (LB 7970)
● = SET 5/8" IRON ROD&CAP (LB 7970)
■ = SET 4x4 CONCRETE MONUMENT
⊙ = FOUND NAIL AND DISC
○ = FOUND 3/8" IRON AND CAP
□ = FOUND 5/8" IRON AND CAP (FIRC)
▣ = FOUND 5"x5" CONCRETE MONUMENT (FCM)
+ = FOUND 1" IRON PIPE (FIP)
✦ = FOUND DRILL & X-CUT
BOC = BACK OF CURB
(C) = CALCULATED
Δ = CENTRAL ANGLE
CH = CHORD LENGTH
C# = CURVE NUMBER
CB = CHORD BEARING
CBS = CONCRETE BLOCK STRUCTURE
CBW = CONCRETE BLOCK WALL
C/L = CENTERLINE OF RIGHT-OF-WAY
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
DUE = DRAINAGE & UTILITY EASEMENT
EL = ELEVATION
EOP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCED CONCRETE PIPE
GOV = GOVERNMENT LOT
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LIFT STATION
(M) = MEASURED
MES = MITERED END SECTION
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)
OR = OFFICIAL RECORDS
P.B. = PLAT BOOK
PG. = PAGE
P.K. = PARKER KAYLON
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
R = RADIUS
(R) = RECORD
R/W = RIGHT-OF-WAY
RCP = REINFORCE CONCRETE PIPE
SEC = SECTION NUMBER
SFWMD = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SURVEYOR'S NOTES:

1. *PREPARED AS A SKETCH OF DESCRIPTION. *** NOT A SURVEY ****
2. *MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.*
3. *PARCEL MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).*
4. *IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.*
5. *MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.*
6. *THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.*
7. *PARCEL LIES IN FLOOD ZONE "AE", A FLOOD HAZARD AREA AS SHOWN ON FEDERAL INSURANCE RATE MAP COMMUNITY PANEL 12097C0065G, DATED 06/13/2013.*
8. *ALL BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST (SE-1/4) OF SECTION 30 AS BEARING N00°13'24"E ASSUMED.*
9. *SOME TOPOGRAPHIC FEATURES OR SYMBOLS MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.*
10. *DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.*

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I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.052 THRU 5J-17.053, FLORIDA ADMINISTRATIVE CODE.
I FURTHER CERTIFY THAT I AM AUTHORIZED TO AND HEREBY DO ADOPT AS MY OWN THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE LAND SURVEYOR IDENTIFIED HEREON. THIS SURVEY IS NOT VALID AND IS FOR INFORMATIONAL PURPOSES ONLY.
LIMITED. THIS DRAWING IS NOT VALID AND IS FOR INFORMATIONAL PURPOSES ONLY.
STREET ADDRESS: 475 WEST LAKE BRANTLEY ROAD, ALTAMONTE SPRINGS, FL 32714

ROBERT A ELLIS, P.L.S.
FLORIDA REGISTRATION #6980
FOR THE FIRM
LB # 7970

DATE:
REVISIONS:

PREPARED FOR:
UMAM, LLC
5607 GLENRIDGE DR NE STE 200
ATLANTA, GA 30342

ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellissurveys.com

PROJECT NO. 21-1012-0080
SCALE: 1"=100'
DRAWN BY: BAE
CHECKED BY: CE-MGE
DATE DRAWN: 12/16/21
FIELD BOOK/PAGE: FILE

5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

memorandum

date	August 15, 2024
to	Daniel Aronoff, UMAM LLC
cc	Mark Serrahn, UMAM LLC
from	Steven Green, ESA, Julie Sullivan, ESA
subject	Shingle Creek Mitigation Bank Outparcel Wetland Trend

Compliance Summary

On October 23, 2019, the South Florida Water Management District (SFWMD) and Environmental Science Associates (ESA) conducted a site inspection of the Shingle Creek Mitigation Bank (SCMB). During the site inspection, SFWMD staff determined among other things that portions of the SCMB exhibited signs of hydrologic stress including treefall and soil subsidence. The portions of the SCMB that exhibited hydrologic stress were the two outparcels along the eastern side of Shingle Creek totaling approximately 18 acres along Hoagland Boulevard. on the eastern portion of parcel 30-25-29-00U0-0080-0000 s depicted on the attached Exhibit A (the "Parcel") On December 5, 2019, the SFWMD issued a non-compliance letter detailing the observations of the site inspection and requested a remedial action plan.

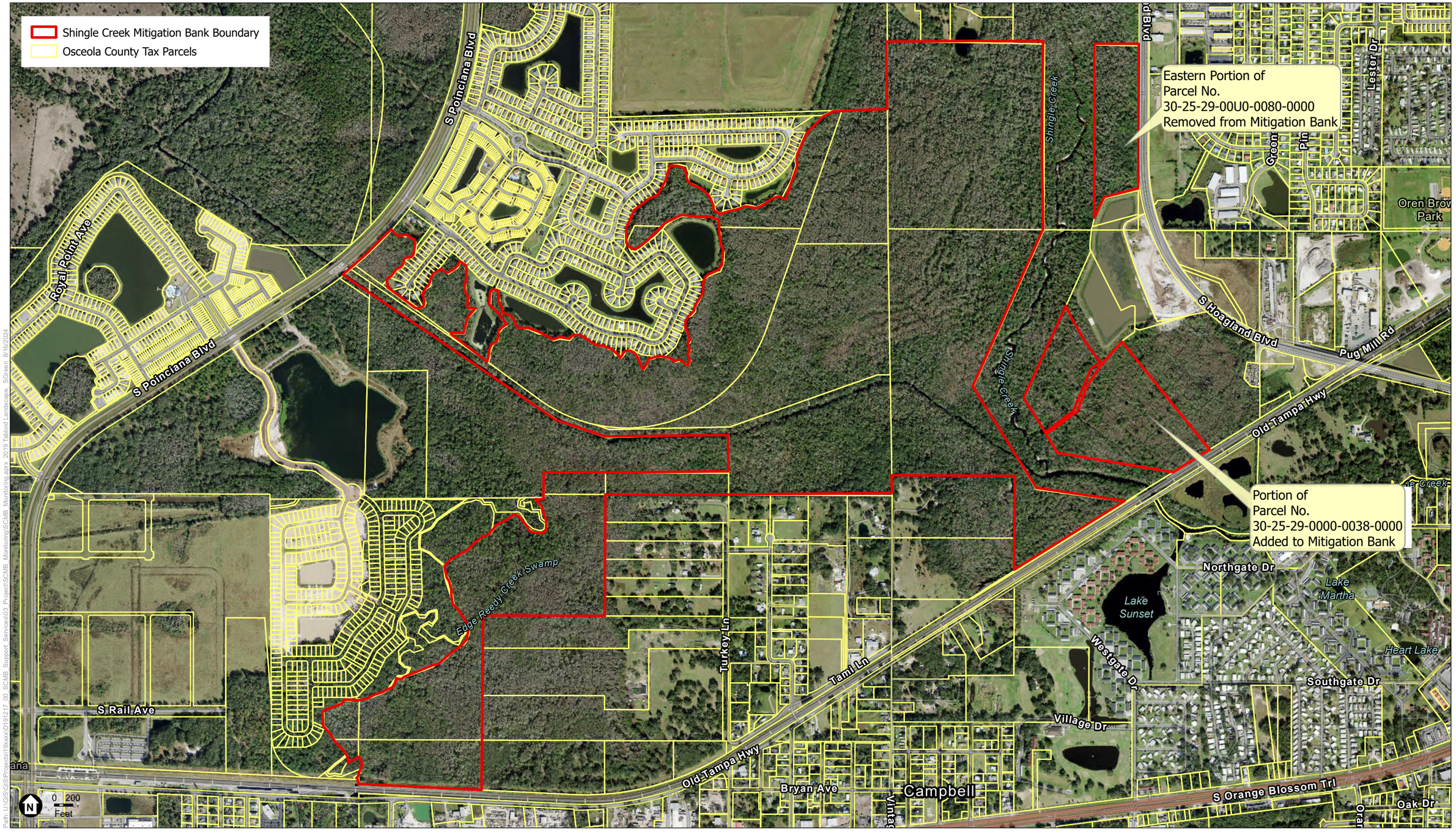
In response to this non-compliance letter, ESA developed a remedial action plan which among other things proposed the removal of the Parcel due concerns over the long-term viability of the wetlands within this parcel. Hydrology for wetland communities within the SCMB and larger Shingle Creek drainage basin is dictated by the US Army Corps of Engineers (USACE) regulation schedule for the S-61 Lock on the southern end of Lake Tohopekaliga. The current regulation schedule for the S-61 Lock has been in place since 1982 and is primarily being managed for flood control. This schedule holds water elevations between 52' and 55' NGVD (51.05' and 54.05' NAVD88) with peak stages between November and March (opposite of the typical Central Florida wet season). Within the boundaries of the SCMB, Shingle Creek occurs at an elevation of approximately 54' NAVD88, while the adjacent wetland systems are approximately six (6) feet above this elevation and are thus deprived of seasonal surface water flooding from Shingle Creek, outside of major storm events.

The effects of the artificially lowered tailwater are compounded by modified upstream inputs. Much of the basin upstream of the SCMB, particularly in Orange County, is developed and the creek channelized leading to brief high velocity peak flows as opposed to slowly moving sheet flow typical of floodplains and basin swamps. Combined with the artificially lowered tailwater, these modified high velocity discharges have led to scouring of Shingle Creek and the natural rivulets that drain the adjacent floodplain. This results in a topography that fails to hold surface water for time periods sufficient for optimal wetland function and has resulted in hydrologic stress

on the Parcel. Areas immediately adjacent to Shingle Creek, such as the Parcel, are generally the most impacted by this hydrologic manipulation.

The remedial action plan, which included the removal of the Parcel from the SCMB in exchange for the additions to the SCMB of another parcel, was formalized on April 1, 2021and included in a SFWMD permit Modification. This permit modification was finalized on May 30, 2024, under SFWMD Application No. 220222-33299. The condition for removal of the Parcel is addressed in Special Conditions section 23 therein.

Exhibit A



SOURCE: ESRI, Osceola County

Shingle Creek Mitigation Bank

Exhibit A
Mitigation Bank Boundary and Tax Parcels
Osceola County, FL

ESA

ITEM 4.B

Public Hearing — Final Reading - Proposed Ordinance #26-07 — Amending the Zoning Map designation from Agricultural Conservation (AC) to Industrial Business (IB): Hoagland Rd. Zoning Map Amendment - ZMA-25-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request

Requesting approval of Final Reading of Proposed Ordinance #26-07 for a Zoning Map Amendment to change the Zoning Map designation from Agricultural Conservation (AC) to Industrial Business (IB) on approximately 18.00 acres of land on Parcel ID: 30-25-29-00U0-0080-0000.

Explanation

Currently this parcel is vacant. This Zoning Map Amendment is associated with the portion of the parcel east of Shingle Creek, along Hoagland Blvd. This project is directly tied to LUPA-25-0002 and also associated with LUPA-25-0009 and ZMA-25-0012. In 2019, South Florida Water Management District (SFWMD) and Environmental Science Associates (ESA) conducted a site inspection of the Shingle Creek Mitigation Bank. The inspection found that there was hydrological stress on the outparcels along Hoagland Blvd, including the roughly 18 acres on parcel 30-25-29-00U0-0080-0000, reducing the wetlands in this area. Due to this, 17.94 acres were removed from the mitigation bank and 29.27 acres were added to the mitigation bank from another area. The applicant is now looking to extend the industrial corridor along Hoagland, and in doing so is proposing to add 157.31 acres of Conservation Future Land Use through LUPA-25-0009 and 79.51 acres of Agricultural Conservation zoning through ZMA-25-0012.

This property would help to increase the industrial center in the southwest quadrant of the City near the airport. This helps to ensure traffic, infrastructure and other industrial impacts are kept in specific areas that are meant for these types of uses. The property sits within the Conservation Overlay District, which will help to ensure any proposed developments will not have an adverse effect on the surrounding environments and to Shingle Creek. The Overlay requires any development within the district to conduct conservation impact reports. These reports will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

This Zoning Map Amendment to Industrial Business (IB) zoning will provide consistency and compatibility with the parcel's proposed future land use designation of Industrial Business (IN). The intent of the Industrial Business Zoning is for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section. It is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

<u>FINDINGS AND REASONS</u>

1. Compliance with Land Development Code Section 14-4-4(N), IB, Industrial Business District. This district is intended for properties suitable for industrial development, but where proximity

to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section. It is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Comprehensive Plan Policy 1.1.3.2 in maintaining the major centers for industrial activity with this land use included in the airport and airport environs within the southwest quadrant of the City.
4. Compliance with Land Development Code 14-4-7.B, Conservation Overlay District, which is intended to protect the integrity of environmentally sensitive areas including wetlands, surface waters, floodplains, and special wildlife and plant habitats. This is to be achieved by requiring the preparation and implementation of an acceptable conservation impact report in conjunction with any development proposal submitted for a use permitted in the underlying zoning district. This report will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

Recommendation

Approve Final Reading of Proposed Ordinance #26-07.

The Development Review Committee (DRC) recommended approval on May 20, 2025.

The Planning Advisory Board recommended approval by a vote of 4 to 1 at their March 18, 2026, meeting.

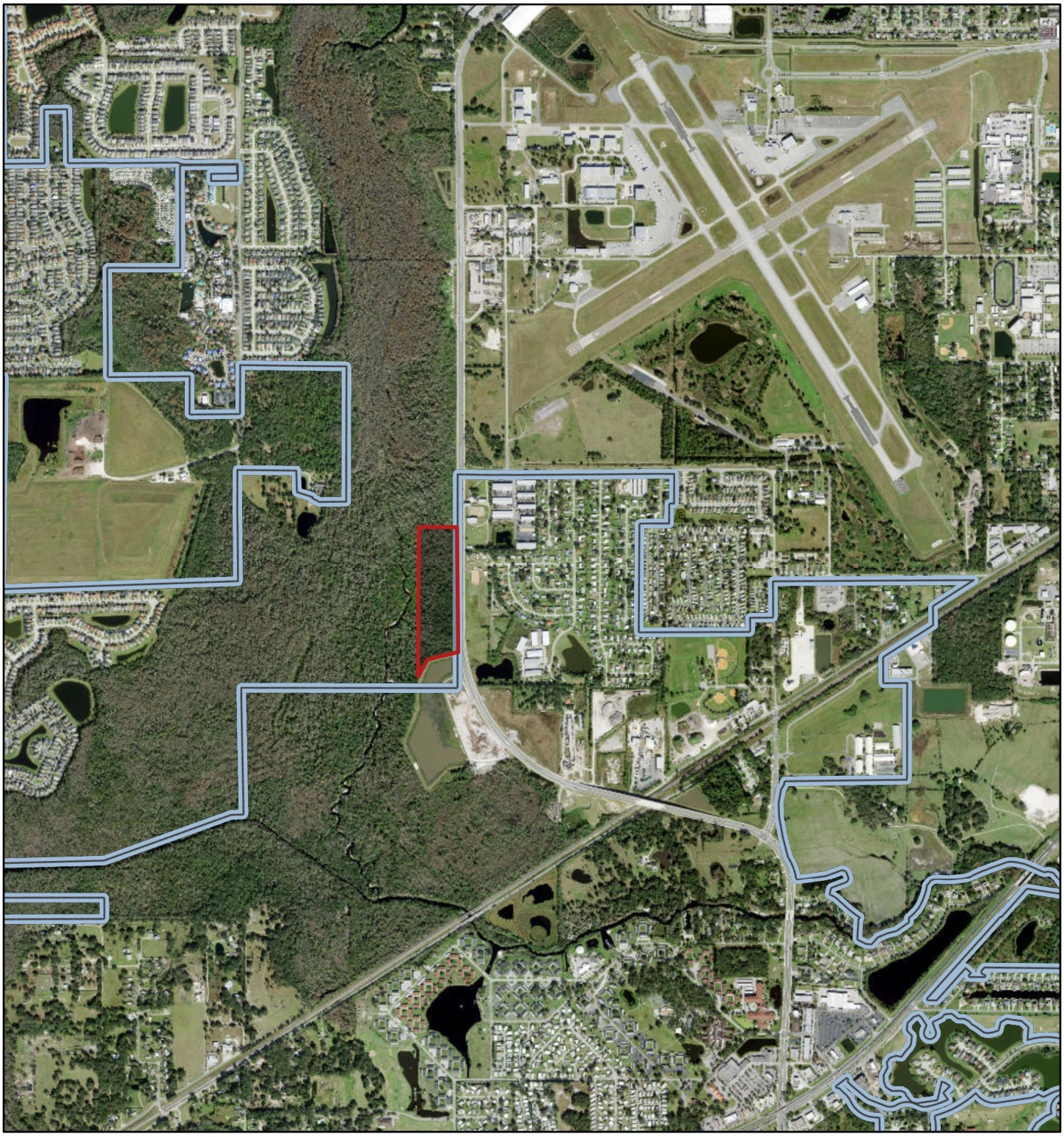
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ryan Altizer

Attachment(s):

1. ZMA-25-0004 Aerial Map
2. ZMA-25-0004 Vicinity Map
3. ZMA-25-0004 Site Data Table
4. (S) ZMA-25-0007 Hoagland Proposed Ord 26-07
5. ZMA-25-0004 CC Ad
6. ZMA-25-0004 DRC Comments
7. ZMA-25-0002 Supporting Docs



February 9, 2026

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0 0.28 0.55 1.1 km

Road Centerlines

City Limits

CITY

COUNTY

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

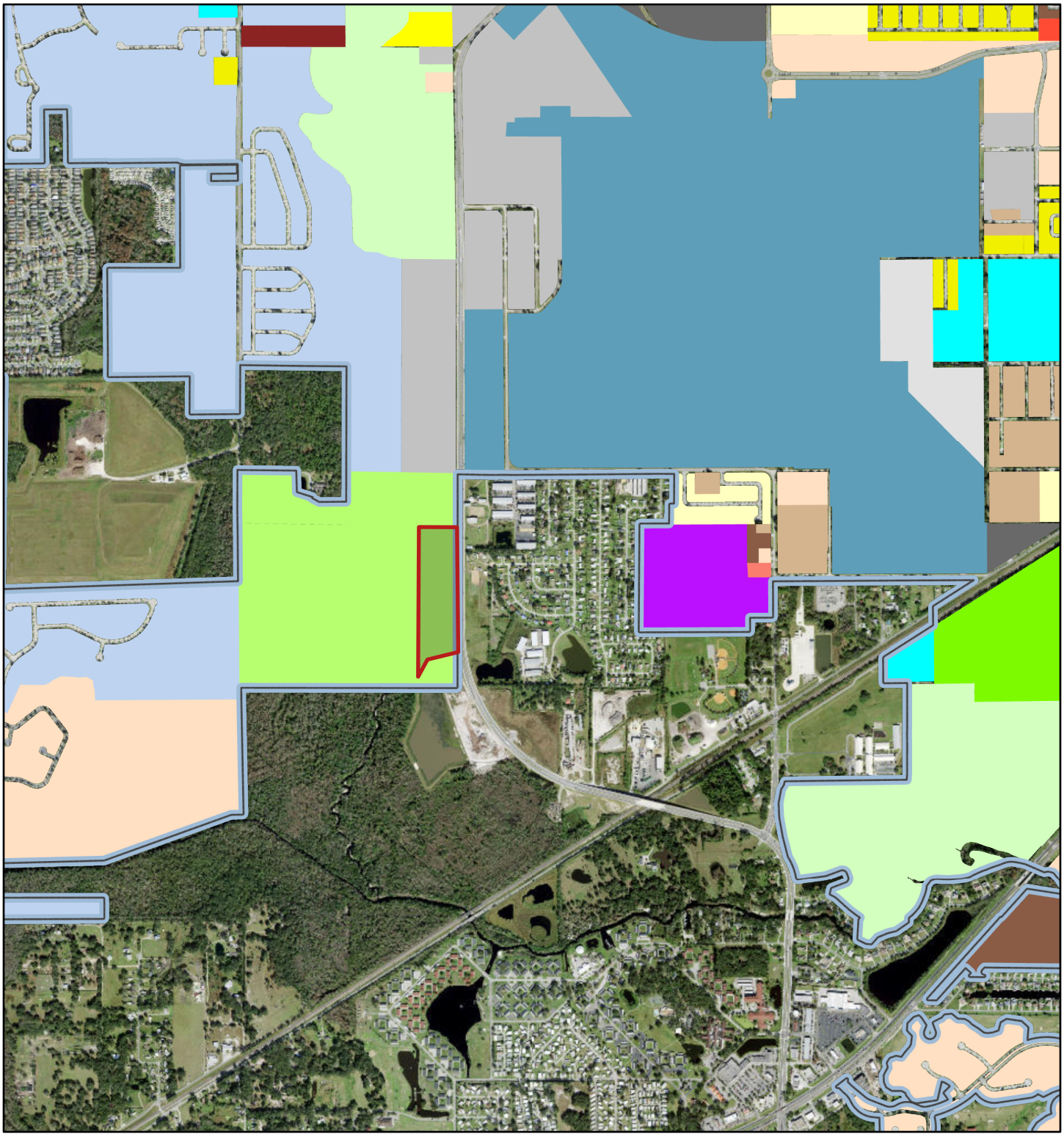
High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

State of Florida, Earthstar Geographics

ZMA-25-0004
Hoagland Blvd Rezoning
Parcel ID: 30-25-29-00U0-0080-0000



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Legend

City Limits

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- B-2 (Neighborhood Commercial)
- B-3 (General Commercial)
- B-5 (Office Commercial)
- BP (Business Park)
- CF (Community Facility)
- HC (Highway Commercial)
- HF (Hospital Facility)
- IB (Industrial Business)
- MH (Mobile Home 6,000 sqft)
- MHP (Mobile Home Park)
- MUPUD (Mixed Use Planned Unit Development)
- OS (Open Space)
- RA-1 (Single Family Residential)
- RA-2 (Single Family Residential)
- RA-3 (Single Family Residential)
- RA-4 (Single Family Residential)
- RB-1 (Medium Density Residential)
- RB-2 (Medium Density Residential - Office)
- RC-1 (Multiple Family Medium Density Residential)
- RC-2 (Mutliple Family High Density Residential)
- RE (Residential Estate)
- RPB (Residential Professional Business)
- RPUD (Residential Planned Unit Development)
- SRPUD (Short Term Rental Planned Unit Development)
- UT (Utilities)
- SD (Special District)
- T1 (Natural)
- T3 (Edge)
- T4-O (Neighborhood Open)
- T4-R (Neighborhood Restricted)
- T5-M (Mixed-Use Center)
- T5-U (Mixed-Use Urban Core)
- T6 (Waterfront)

State of Florida, Earthstar Geographics

Hoagland Rd. Zoning Map Amendment, ZMA-25-0004
Parcel IDs #30-25-29-00U0-0080-0000;
Site Data Tables

Site Data	
Size	+/- 18.00 acres
Future Land Use Designation	Single-Family Low Density Residential (SF-LDR)
Proposed Future Land Use Designation	Industrial Business (IN) - City
Zoning District Designation	Agricultural Conservation (AC) – City
Proposed Zoning District Designation	Industrial Business (IB) – City
Existing Overlay District	Conservation Overlay (CO) and the Multimodal Transportation District (MMTD)
Existing Use(s)	Vacant
Proposed Use(s)	N/A
Adjacent Land Use	
North	Single-Family Low Density Residential (SF-LDR) - City
South	Single-Family Low Density Residential (SF-LDR) - City
East	Industrial - County
West	Single-Family Low Density Residential (SF-LDR) - City
Adjacent Zoning	
North	Agricultural (AC) - City
South	Agricultural (AC) - City
East	Industrial General (IG) - County
West	Agricultural (AC) - City
Zoning History	N/A
Past/Current Project Tracking	LUPA-25-0002, ZMA-25-0012 and LUPA-25-0009

Comprehensive Plan Summary	
Policy 1.2.4.3: Industrial Business (IN): This land use is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation	
Potential Zoning Districts	IB, AI and BP
	Form-based Districts: T5-U

	Planned Unit Development District – MUPUD and PUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4(N), IB, Industrial Business District. This district is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section. It is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Single-Family Low Density Residential (SF-LDR)	Industrial Business (IN)
	Single-Family Residential (RA-1)	Industrial Business (IB)
	Single-Family House	N/A

Public Facilities Analysis	
Transportation	
Adjacent street	Hoagland Blvd
Street Quality of Service (QOS)	N/A – Compliance
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	

Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 26-07
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

WHEREAS, the subject proposal incorporates one (1) parcel generally located at or near, the southern intersection of Hoagland Blvd and Jack Calhoun Dr. within the City of Kissimmee, Florida, containing approximately 18.00 acres of land; and

WHEREAS, the subject property, is presently designated as (AC) Agricultural Conservation with a Future Land Use of (SF-LDR) Single-Family – Low Density Residential; and

WHEREAS, the proposed zoning map amendment (rezoning) is in compliance with Comprehensive Plan Future Land Use Policy 1.2.9.2; and

WHEREAS, the proposed rezoning is consistent with the City's Comprehensive Land Development Plan, and is generally consistent with the purpose and intent of the Land Development Code; and

WHEREAS, the proposed rezoning amendment is compatible with adjacent zoning districts and promotes the public health, safety and welfare as required by the City Code 14-3-27.C; and

WHEREAS, the Planning Advisory Board, sitting as the Local Planning Agency as required by Fla. Stat. § 163.3147, reviewed the application at its March 18, 2026, after proper notice and hearing.

SECTION 1. Ordinance No. 3129, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described properties to-wit:

FROM: Agricultural Conservation (AC) – City

TO: Industrial Business (IB) – City

The subject property is located at: Parcel IDs: 30-25-29-00U0-0080-0000

Legal Description:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE N00°13’24”E ALONG THE WEST LINE OF SAID SE-1/4 LINE A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING; THENCE S76°10’55”W A DISTANCE OF 370.52 FEET; THENCE S27°07’21”W A DISTANCE OF 245.96 FEET; THENCE S13°08’11”W A DISTANCE OF 19.12 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 2536 OF THE PUBLIC RECORDS OF SAID OSCEOLA COUNTY; THENCE N00°13’24”E ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 1898.92; THENCE S88°52’54”E ALONG SAID TRACT A DISTANCE OF 475.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAYLINE OF HOAGLAND BOULEVARD; THENCE S00°13’24”W A DISTANCE OF 1563.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 18.00 ACRES MORE OR LESS

A map of the area is included with this ordinance.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3129 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **2** day of **June**, 20**26**.

_____
Mayor - Commissioner

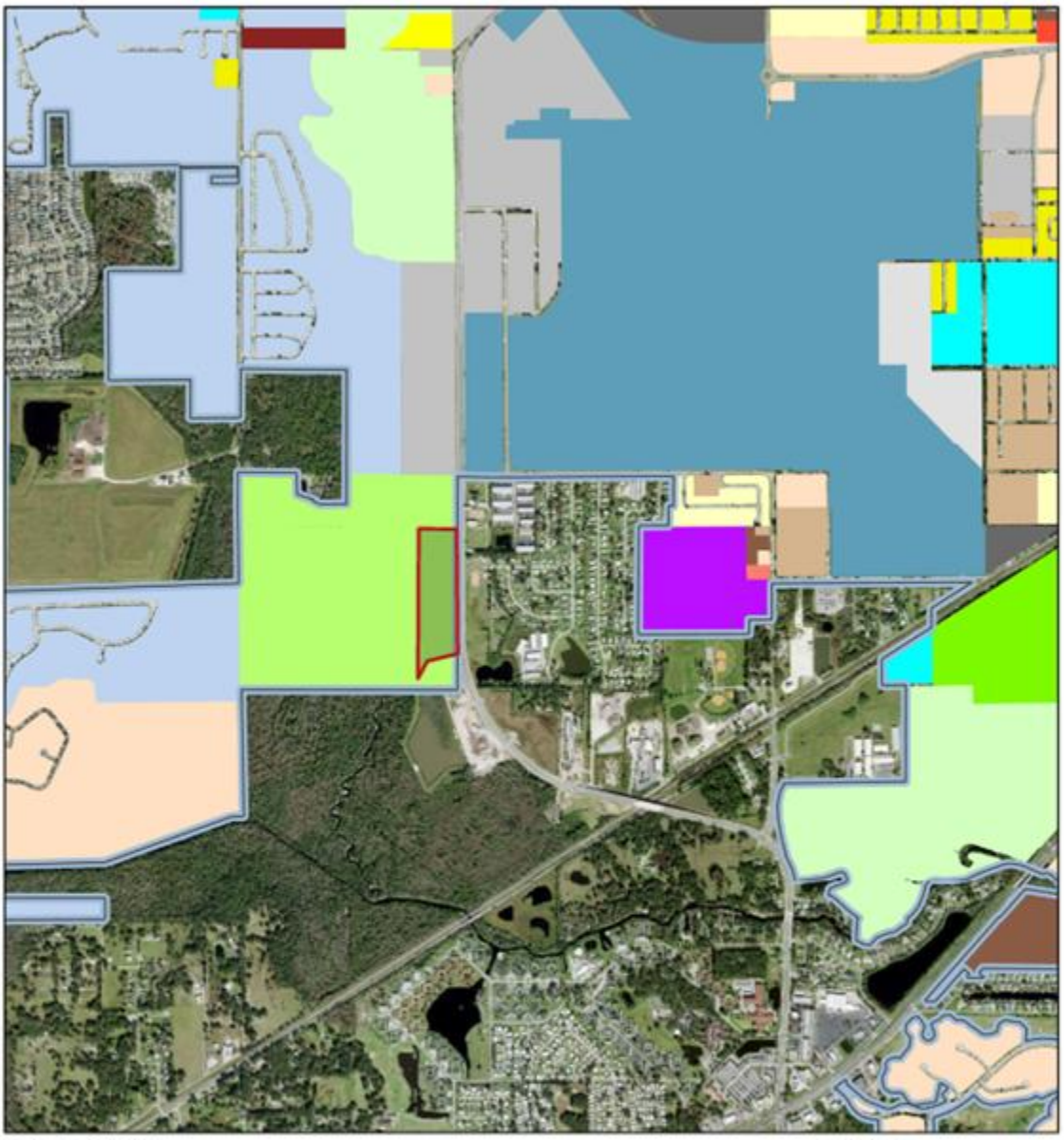
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ZMA-25-0004
Hoagland Blvd Rezoning
Parcel ID: 30-25-29-00U0-0080-0000



February 9, 2026

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Legend

Zoning District

State of Florida, Earthstar Geographics

NOTICE OF PUBLIC HEARING
CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3129 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **Agricultural Conservation (AC) – City**

TO: **Industrial Business (IB) – City**

The subject properties are located at **Parcel ID: 30-25-29-00U0-0080-0000.**

Legal Description:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE N00°13'24"E ALONG THE WEST LINE OF SAID SE-1/4 LINE A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING; THENCE S76°10'55"W A DISTANCE OF 370.52 FEET; THENCE S27°07'21"W A DISTANCE OF 245.96 FEET; THENCE S13°08'11"W A DISTANCE OF 19.12 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 2536 OF THE PUBLIC RECORDS OF SAID OSCEOLA COUNTY; THENCE N00°13'24"E ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 1898.92; THENCE S88°52'54"E ALONG SAID TRACT A DISTANCE OF 475.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAYLINE OF HOAGLAND BOULEVARD; THENCE S00°13'24"W A DISTANCE OF 1563.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 18.00 ACRES MORE OR LESS

PROPOSED ORDINANCE #**26-07**: AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

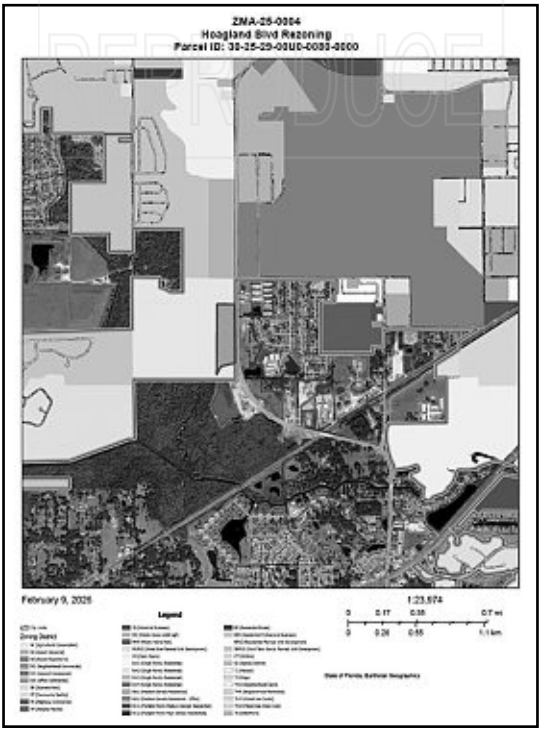
The City Commission will hold a Public Hearing on **Tuesday, June 2, 2026** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, June 2, 2026**. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or meeting may be heard by participating in person.

Reference # ZMA-25-0004
Hoagland Zoning

CITY COMMISSION
KISSIMMEE, FLORIDA



In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

In accordance with Florida Statues 286.0105: Any person wishing to appeal any decision made by the Planning Advisory Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

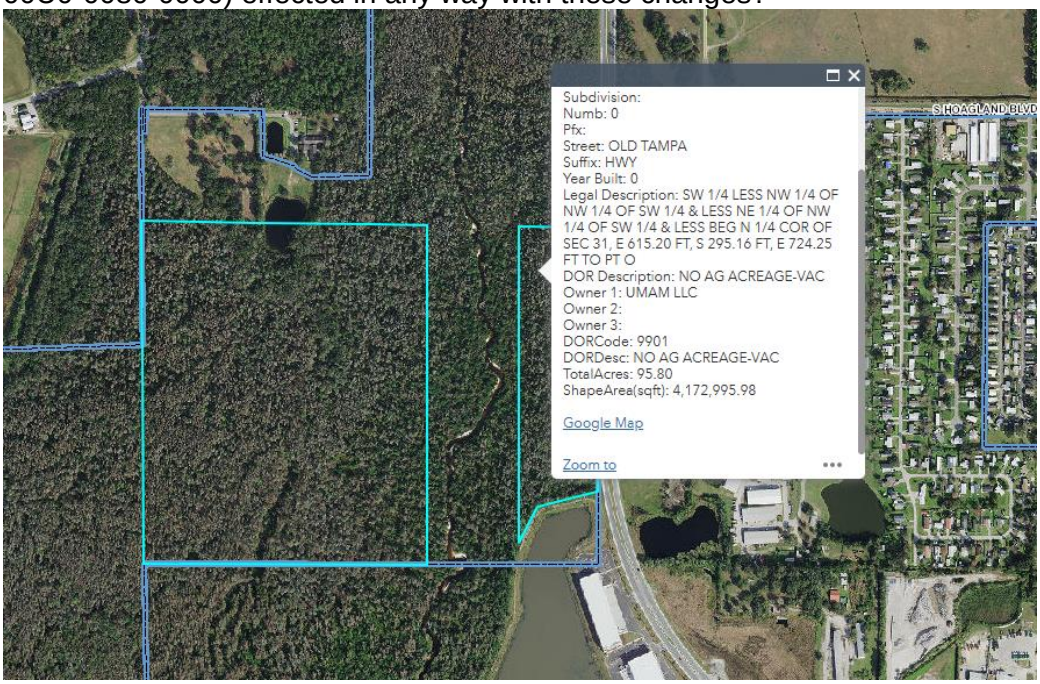
ADDRESS: 30-25-29-00U0-0080-0000 **DATE: 5/9/2025**
PERMIT NUMBER: ZMA-25-0004
PROJECT NAME: Hoagland 18 Acres
REVIEW VERSION NUMBER: V.1

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. Please provide the permit modifications and documents associated with SFWMD Application 220222-33299.
2. The 8.8-acres proposed for the rezoning from AC (Agricultural Conservation) to IB (Industrial Business) would align with the proposed Future Land Use of IN (Industrial Business).
3. Are the 77.8 acres to the west of the proposed changes that are tied to the same Parcel ID (30-25-29-00U0-0080-0000) effected in any way with these changes?



If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 30-25-29-00U0-0080-0000 **DATE: 6/20/2025**
PERMIT NUMBER: ZMA-25-0004
PROJECT NAME: Hoagland 18 Acres
REVIEW VERSION NUMBER: V.2

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. This Zoning Map Amendment (ZMA) is linked to LUPA-25-0002. Per Long Planning's comments, please submit a topography survey showing the wetland areas. The delineation of the Land Use and Zoning for this parcel are dependent on that survey.

2. For this ZMA to be approved and moved forward, LUPA-25-0002 has to be reviewed and approved.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 30-25-29-00U0-0080-0000 **DATE: 7/24/2025**
PERMIT NUMBER: ZMA-25-0004
PROJECT NAME: Hoagland 18 Acres
REVIEW VERSION NUMBER: V.3

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. This Zoning Map Amendment (ZMA) is linked to LUPA-25-0002. Per Long Planning's comments and Planning's last review, please submit a topography survey showing the wetland areas. The delineation of the Land Use and Zoning, and the conceptual Site Plans, for this parcel are dependent on that survey.

2. For this ZMA to be approved and moved forward, LUPA-25-0002 has to be reviewed and approved.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M
Date Issued: July 27, 2023

Corrected Copy April 30, 2024

Permittee:	UMAM, LLC Shingle Creek Mitigation Group, LP
Project:	Shingle Creek Mitigation Bank
Application No.	210525-6295
Location:	Osceola County, See Exhibit 1

Your application for a Mitigation Bank Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330 and 62-342, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Lisa Prather, PWS
Section Administrator

Permittees:

UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M

Date Issued: July 27, 2023	**Expiration Date:** July 27, 2028
Project Name:	Shingle Creek Mitigation Bank
Permittees:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Operating Entity:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Location:	Osceola County
Permit Acres:	534.96 acres
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3169A
Total Potential Credits:	0.00
Conservation Easement to District:	Yes
Sovereign Submerged Lands:	No

Project Summary
The Environmental Resource Permit authorized construction and operation of a 534.96 acre mitigation bank project known as Shingle Creek Mitigation Bank in Osceola County.

Project Site Description
Shingle Creek Mitigation Bank (SCMB) is located southwest of Kissimmee, off of Old Tampa Highway, southeast of Poinciana Boulevard and encompasses portions of Shingle Creek in Sections 30 and 31, Township 25S, Range 29E and Sections 25 and 36, Township 25S, Range 28E in Osceola County. To the north of the project lies property in both public and private ownership. To the west the property borders Poinciana Boulevard, a residential development, County owned property and District owned Save Our

Rivers (SOR) lands. To the south the property borders Old Tampa Highway and undeveloped wetlands under private ownership. To the east, the property borders a residential development and an industrial park.

Current Authorization (Application No. 210525-6295)
This modification authorizes the removal of a 17.94 acre parcel from the mitigation bank and the addition of a 29.27 acre parcel to the mitigation bank. This exchange results in a total of 534.96 acres in the mitigation bank, and the removal of 2.47 forested credits from the ledger. This modification also corrects errors in the credit calculations from previous reductions in bank area via Applications 150709-20 and 170330-12. The new parcel has the potential to gain 2.47 forested credits but no credits are currently released for the new addition.

Refer to Exhibit 6.0 for the updated mitigation bank ledger.

Background
On December 21, 1999 a Noticed General Permit (No. 49-01018-P) was issued for a project known as Logging a Cypress Swamp.

Permit Modification History
On January 13, 2009, an ERP was issued to construct and operate a 619-acre mitigation bank. [Application No. 070321-21]

On October 28, 2013, a modification was issued for a five year permit extension. [Application No. 130925-9]

On April 8, 2016, a minor modification was issued for the proportional adjustment of mitigation bank credits and financial assurance to correspond to a 84.99 acre reduction in project acreage, as well as, the addition of a new permittee. [Application No. 150709-20]

On May 16, 2017, a minor modification was issued for an adjustment of mitigation bank credits to correspond with a 10.11 acre reduction in project acreage. [Application No. 170330-12]

On November 14, 2018, a minor modification was issued to modify the Work Schedule due dates. [Application No. 181109-2]

Please see Exhibit 5.0 for a list of authorizations that constitute this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system will be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The Permittee has provided the existing Access Easment (Exhibit 4.1) recorded in Osceola County ORB 3759, PG 1912 for the access to the added parcel in the South East portion of the permitted area.

The applicant provided an additional draft Access Easement (Exhibit 4.0) that will grant the South Florida Water Management District ingress and egress to the Conservation Easement area. Within 30 days of permit issuance, a copy of the executed and recorded easement must be provided to the District's Environmental Resource Compliance staff.

Engineering Evaluation:

Water Quality
There are no construction activies planned for this project, therefore, no adverse water quality impacts are anticipated as a result of the proposed project since the pre-development condition is the same as the post-development condition with respect to the site's surface water flow. Also, removal of the feral pig population will result in less rutting and thus less soil erosion from the site, and removal of the cattle will result in water quality improvements due to decreased nutrient loading and fewer eroded cattle crossings in the area.

Water Quantity
There are no works planned for this phase of the mitigation bank. Therefore, the post-development discharge will be the same the pre-development discharge.

Environmental Evaluation:

Environmental Evaluation
This application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0. The closing balance on the ledger is 8.59 forested credits and -0.91 herbaceous credits.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan
The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	464.61	acres
Wetland and Other Surface Water Impacts:	0	acres
Total Onsite Mitigation Area:	536.08	acres
Is a conservation easement proposed?:		

Shingle Creek Mitigation Bank

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
SW1	0.7	Preservation	Rivers, Streams and Waterways	Rivers, Streams and Waterways	0.53	0.56	1	1	0.8	0.017
U1f	15.23	Preservation	Pine-Mesic Oak	Pine-Mesic Oak	0.05	0.7	1	1	0.8	7.920
U1h	9.24	Preservation	Pastures	Pastures	0.05	0.7	1	1	0.8	4.805
U2	21.2	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	11.024
U3	25.8	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	13.416
W1f	271.54	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	21.723
W1h	43.5	Preservation	Vegetated Non-Forested Wetlands	Vegetated Non-Forested Wetlands	0.5	0.6	1	1	0.8	3.480
W2	63.2	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	5.056
W3	56.4	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	4.512
Total: 506.81										**71.953**

29.27 Acre Addition

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
W1	23.9	Restoration	Basin Swamp	Basin Swamp	0.5	0.7	16 - 20	1.5	1.0	1.897
W2	5.37	Enhancement	Basin Swamp	Basin Swamp	0.6	0.733	1	1	0.8	0.571
Total: 29.27										**2.468**

Related Concerns:

Historical/Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

Water Use Permit Status
The applicant has indicated that dewatering is not required for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction phase of this permit shall expire on the shown on Page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Submit an executed recorded copy of the Access Easement granted to the South Florida Water Management District must be provided to the District's ERB staff within 30 days of permit issuance.

4. (a) In accordance with the schedule attached as Exhibit No. 2 (see Application No. 070321-21) and prior to the release of any credits from the bank, the permittee shall submit to the District, for review and approval in accordance with Exhibit No. 2 (see Application No. 070321-21) , two (2) copies of the following:

   1. Final executed draft in recordable form of conservation easement.
   2. Site map of conservation easement
   3. Signed and sealed survey by professional surveyor with legal description
   4. Certified appraisal of the market value of property 5. Title insurance commitment and owner's title policy

   (b) Within 30 days of District approval of the above listed items, the permittee shall record a conservation easement for the 534.95 acres bank property for which the release of credits is sought and submit two (2) certified copies to the district. The conservation easement shall be granted to the District and FDEP and shall contain the activity restrictions set forth in section 704.06(1) F.S. The recorded conservation easement shall be in conformance with the draft conservation easement attached as Exhibit No. 2. The District must approve any amendments to the conservation easement.

   (c) Prior to recordation of the conservation easement for the bank project, the bank sponsor shall procure waivers of surface exploration rights for the bank site. the waiver form shall be subject to the approval of the District prior to recordation of the conservation easment.

5. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project details and methods indicated on the attached permit Exhibits and described herein.

6. The permittee shall, every two years, adjust the amount of financial responsibility provided for the implementation and long term management of the bank. The cost adjustment, along with supporting documentation, shall be submitted to the District for review and approval. Any significant change in the cost estimate (>10%) may result in a modification to required deposits into the construction and implementation fund. The amount of financial responsibility provided for construction and implementation shall be adjusted as follows:

   (A) The permittees shall, every two (2) years, adjust the amount of financial responsibility provided for construction and implementation and for the long-term management of the bank. Every two (2) years, the permittees shall submit to the District a cost adjustment statement accompanied by supporting, verifiable documentation based upon a third party performing the work at the fair market value of the

services. Mitigation implementation and long term management costs shall be listed separately. The cost adjustment statements shall include inflation as well as changes in the cost to carry out the construction and implementation (i.e., initial exotic species removal and control, planting, structure installation, consultant fees, monitoring activities and reports) and long term management (i.e., nuisance/exotic species control, maintenance of fences, consultant fees, monitoring activities and reports, and any other costs associated with long-term management) activities required for compliance with this permit.

(B) If the value of the construction and implementation performance bond is less than the total amount of the current implementation cost estimate, or if the annual interest generated by the long-term management trust fund is less than the currently estimated annual costs of long-term management, the permittees shall upon District approval of the cost adjustment statement, increase the value of the financial mechanism(s) to reflect the new estimate within 60 days.

(C) If the value of the implementation performance bond is greater than the total amont of the current construction and implementation cost estimate, or if the annual interest generated by the long-term management trust fund is greater than the currently estimated annual costs of long-term management, the permittees may reduce the value of the financial assurance mechanism(s) to reflect the new estimate upon receiving District approval of the cost adjustment statement.

(D) The permittees shall adjust the amount of the implementation performance bond and/or long-term management trust fund at times other than the cost adjustment period when the costs associated with compliance with the permit conditions exceed the current amount of financial responsibility and such financial assurances are deemed necessary to ensure compliance with the permit conditions.

(E) Upon completion of an activity, the permittee may request a reduction in the required amount of the implementation performance bond to the amount specified in the most recent required cost estimate for the remaining phases of construction (Exhibit 2 ((see Application No. 070321-21) or the most recent cost adjustment).

7. The permittees shall maintain in perpetuity all of the physical components of the mitigation bank, including fences, access gate(s), signage and other physical components necessary for the continued operation, maintenance and long-term management of this mitigation bank as permitted. This permit does not authorize any construction or earthwork activities except for those explictly descibed within the staff report.

8. Any future changes in land use or treatment of wetland and/or upland areas may require a permit modification and additional review by District environmental/engineering staff. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

9. This application authorizes a total of 71.95 credits for the preservation of the property which includes recording a conservation easement over 534.96 acres, establishment of financial assuraneces in accordance with the special conditions and attached exhibits, removal and control of nuisance and exotic species and the implementation of a land management plan as described in the staff report and the special conditions of this application. The applicant may submit a request to modify this permit to perform additional activities, including hydrologic enhancement, which may result in the realization of additional credits. The future modification(s) will be based on the potential for additional vegetative improvement as well as hydrologic enhancement/restoration of the mitigation bank site. The potential hydrologic improvements will likely include the construction of control structures and berms where uncontrolled runoff currently occurs into the creek and/or into Oren Brown Canal. In order for the

applicant to demonstrate the amount of hydrologic, vegetative and ecological improvement that may occur, a comprehensive and quantifiable baseline conditions report as well as measurable success criteria must be submitted. Although the information submitted thus far relies on performance based success criteria, the analysis must also include a comparison of current hydrologic and vegetative conditions to potential future conditions in order to demonstrate the potential lift. The vegetative components of the baseline report must include, but are not limited to: - Established transects and quadrats with permanent photostations - List and percent cover of all species contained within each transect and quadrat - Percent cover of OBL, FACW, FAC and UPL species within each transect and quadrat - Quantitative description and list of canopy trees including percent cover and DBH - Nuisance and exotic vegetation coverage within each monitoring area - Wildlife observations The hydrologic elements of the baseline report must include but are not limited to: - An analysis of both the current and proposed condition in sufficient detail to support the proposed enhancement credit for the hydroperiod of each mitigation polygon - Hydrologic measurements including depth and duration of saturation/ inundation. - Construction details of all structures and proposed earthwork The success criteria for the project must include: - Specific quantifiable goals of the proposed enhancement activities - Specify a reference wetland for each habitat type - A detailed planting plan for each polygon - UMAM data sheets for each polygon - Specific success criteria for each polygon. The documentation of the factors listed above will be utilized to determine the full number of potential credits that are available to the bank. The vegetative elements, in particular, are critical components of the current mitigation plan for preservation only as they will document the potential for future enhancement credit over and above the preservation element. At this time, the District has not made a determination as to the potential number of credits that may be generated as a result of future modifications to the permit.

10. The mitigation plan includes the removal of feral pigs from the property. The control of feral pigs shall be the responsibilty of the applicant and shall in no way be interpreted to allow for hunting of native species on the property. In addition, the management and results of this activity shall be reported to the District in the annual monitoring reports.

11. A maintenance program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21) for the mitigation bank on a regular basis to ensure the integrity and viability of those areas as permitted. Coverage of exotic and nuisance species shall not exceed 1% total areal coverage after 5 years. Maintenance shall be conducted in perpetuity to ensure that the mitigation bank is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. In addition, the permittee shall manage the conservation areas such that nuisance plant species do not exceed 10% of areal cover.

12. The permittee shall be responsible for the successful completion of the mitigation bank, including the monitoring and maintenance of the bank for the duration of the mitigation plan, in accordance with the attached exhibits.

13. The work schedule shown in Exhibit 2 (see Application No. 070321-21) shall be implemented regarding the release of credits for sale within the mitigation bank.

14. A mitigation program for the Shingle Creek Mitigation Bank shall be implemented in accordance with the attached Exhibits. The permittee shall preserve 534.96 acres .

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. The mitigation bank credit ledger shall reflect a total of 71.95 credits which includes 63.67 forested credits and 8.28 herbaceous credits. The credits shall be release in accordance with the credit release schedule outlined below:

    20% (12.73 forested credits, 1.65 herbaceous credits) Submit conservation easement and financial assurance documentation

    20% (12.73 forested credits, 1.65 herbaceous credits) Installation of perimeter fencing, removal of interior fencing and signage

    5% (3.18 forested credits, 0.41 herbaceous credits) Removal and control of feral pigs

    45% (28.65 forested credits, 3.72 herbaceous credits) Nuisance and exotic vegetation removal and control

    10% (6.37 forested credits, 0.82 herbaceous credits) Reserve (Successful completion of five year monitoring program)

17. A monitoring program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21). Short-term monitoring reports must be submitted annually and must be conducted in accordance with the approved Monitoring Plan.

    The short term reports must include all of the information identified in the monitoring section of the approved mitigation plan and information sufficient to demonstrate whether the success criteria are being achieved.

    Once the bank has achieved success, long-term (perpetual) monitoring reports must be submitted annually, by January 31st for the previous year. All reports must include the information identified in the monitoring section of the approved mitigation plan, must demonstrate how the bank is continuing to meet (or not meet) the goals and objectives of the mitigation bank plan, and must include a log and aerial showing the location of all maintenance activities undertaken during the previous year and scheduled for the following year. These activities include, but are not limited to, floral and faunal exotic and nuisance treatment/control, and any other management activities performed, or scheduled to be performed, on the mitigation bank property.

18. Project implementation, maintenance/monitoring and long term management shall be accomplished in accordance with the attached Exhibits and in accordance with the Special Conditions outlined herein. Additionally, issuance of this permit is based on the District's reliance on information submitted and commitments made by the permittees that the proposed mitigation design presented in Exhibits will be achieved and that the targeted success criteria outlined in the staff report and in Exhibit 2 will be met. If at any time, the District determines that the targeted success criteria have not or are not being met for any phase and/or that the milestone events identified in the credit release schedule contained in Exhibit 2 have not been satisfactorily accomplished, then no mitigation credits shall be withdrawn or released, including for other activities, until it is demonstrated that the targeted success criteria and/or milestone events have been achieved.

19. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

20. Prior to the release of any credits, and within 30 days of permit issuance, the permittee shall provide the District with documentation that a trust fund in the amount of $386,444.40 has been established for the long term management of the Shingle Creek Mitigation Bank.

21. In conformance with the work schedule in Exhibit 2 (see Application No. 070321-21), the permittee shall provide an original letter of credit in the amount of $245,080.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan. The financial assurance shall be in substantial conformance with Exhibit No. 2 (see Application No. 070321-21). The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 2 (see Application No. 070321-21). Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

23. For the 29.27 acre parcel addition authorized under Application 210525-6295:

    A) Prior to the commencement of construction, and in accordance with the work schedule herein, the permittee shall submit for review and approval, one copy of the following as a package for review by District real estate staff:

    1. Project map identifying conservation areas

    2. Legal description of conservation areas

    3. Signed amended conservation easement form

    4. Sealed boundary survey of conservation area(s) by professional Land surveyor

    5. Title insurance commitment for the conservation easement naming the District as beneficiary using approved valuation. See Exhibit 3.3.1. 6. Data in accordance with paragraph E (below).

    B) The real estate information referenced in paragraph (A) above shall be reviewed by the District in accordance with the District's real estate review requirements. The easement shall be granted free of mortgages, liens, easements or other encumbrances or interests which the District staff states are contrary to the intent of the easement. The easement shall not be recorded until such approval is received.

    C) Once the Draft Amended Conservation Easement form is approved by the District, the permittee may commence with the Mitigation Plan. Upon completion of Phase 1 of the planting plan as outlined in the Mitigation Plan attached as Exhibit 3.0.1., the permittee shall record the Amended Conservation Easement over the real property designated as conservation/preservation areas on Exhibit 3.2.1, adding the 29.27 acre parcel constituting the additional conservation easement area and removing the 17.94 acre parcel constituting the removed conservation easement area. This Exhibit shall not be modified without a permit modification.

    D) In the event the conservation easement real estate information reveals encumbrances or interests in the easement which the District staff states are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests. If such are not

obtained, permittee shall be required to apply for a modification to the permit for alternative acceptable mitigation.

E) A CD or DVD containing the easement data supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet, shall be submitted.

F) Upon recordation of the amended conservation easement in the public records of Osceola County, the permittee shall submit one certified copy of the recorded conservation easements for the preservation/mitigation areas, and title insurance policy, via ePermitting or to the Environmental Resource Compliance staff in the local District service center.

24. A monitoring program shall be implemented for the mitigation bank in accordance with the updated Exhibit 3.0.1., with annual reports submitted to District staff.

25. For the 29.27 acre addition authorized under Application 210525-6295, the planting and mitigation plan shall be conducted in accordance with Exhibit 3.0.1.

Project Work Schedule for Permit No. 49-01937-M

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
SC 11	04/30/2024	Scmb Submit Original Long Term Mgmt Trust Fund	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Submit Original Letter Of Credit	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Remove Cattle Lease	04/15/2008	04/20/2016
SC 11	04/30/2024	Scmb Install Perimeter Fencing	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Install Signage	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Submit Baseline Monitoring Report	12/31/2027	07/17/2017
GC 2	02/18/2020	Certification (200130-2665)	02/17/2021	03/06/2023
GC 7	01/13/2009	Conversion/Transfer (070321-21)	01/13/2010	
SC 3	04/30/2024	Submit Recorded Access Easement granted to the SFWMD	Within 30 days of permit issuance	
SC 16	04/30/2024	Scmb Submit Monitoring Report 1	12/18/2018	10/23/2019
SC 16	04/30/2024	Scmb Submit Monitoring Report 2	03/19/2022	01/29/2021
SC 16	04/30/2024	Scmb Submit Monitoring Report 3	02/22/2022	02/03/2022
SC 16	04/30/2024	Scmb Submit Monitoring Report 4	02/22/2023	05/02/2023
SC 16	04/30/2024	Scmb Submit Monitoring Report 5	02/22/2024	02/07/2024
SC 16	04/30/2024	Scmb Submit Monitoring Report 6	02/22/2025	
SC 16	04/30/2024	Scmb Submit Monitoring Report 7	02/22/2026	
SC 16	04/30/2024	Scmb Submit Monitoring Report 8	02/22/2027	
SC 17	01/13/2009	Submittal Of Doc In Association With Conservation Easement (070321-21)	07/22/2016	04/25/2018
SC 23	04/30/2024	Application 210525-6295: Submit Real Estate Package For CE	Within 30 days of Phase 1 Completion	
SC 25	04/30/2024	Application 210525-6295: Submit Time Zero Report for Planted Areas	Within 30 days after Planting Complete Date	

GC = General Condition

SC = Special Condition

Distribution List

Julie Sullivan, ESA

Osceola County Engineer

US Army Corps of Engineers

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 210525-6295.

Exhibit No. 1.0 Location Map

Exhibit No. 3.0.1 Mitigation Plan - 29 Acre Addition

Exhibit No. 3.1.1 Financial Assurance Update - 29 Acre Addition

Exhibit No. 3.2.1 Draft Conservation Easement Amendment

Exhibit No. 3.3.1 Title Insurance Commitment - 29 Acre Addition

Exhibit No. 3.4.1 UMAM and Credit Adjustment - 29 Acre Addition

Exhibit No. 4.0 Access Easement (SFWMD)

Exhibit No. 4.1 Access Easement (Recorded)

Exhibit No. 5.0 Permit History

Exhibit No. 6.0 Mitigation Bank Ledger

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M
Date Issued: October 28, 2013
Modified On: May 30, 2024

Permittee:	UMAM, LLC Shingle Creek Mitigation Group, LP
Project:	Shingle Creek Mitigation Bank
Application No.	220222-33299
Location:	Osceola County, See Exhibit 1

Your application for a Mitigation Bank Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330 and 62-342, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Richard D. Lott

Richard Lott, P.G., P.E.
Section Leader, Engineer

Permittees:

UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M

Date Issued: October 28, 2013 **Expiration Date:** October 28, 2018

Modified On: May 30, 2024

Project Name: Shingle Creek Mitigation Bank

Permittees:
UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

Operating Entity:
UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

Location: Osceola County

Permit Acres: 534.96 acres

Special Drainage District: N/A

Water Body Classification:
CLASS III
CLASS III

FDEP Water Body ID:
3169A
3169B

Total Potential Credits: 0.00

Conservation Easement to District: Yes

Sovereign Submerged Lands: No

Project Summary
The Environmental Resource Permit authorized construction and operation of a 534.96 acre mitigation bank project known as Shingle Creek Mitigation Bank in Osceola County.

Project Site Description
Shingle Creek Mitigation Bank (SCMB) is located southwest of Kissimmee, off of Old Tampa Highway, southeast of Poinciana Boulevard and encompasses portions of Shingle Creek in Sections 30 and 31, Township 25S, Range 29E and Sections 25 and 36, Township 25S, Range 28E in Osceola County. To the north of the project lies property in both public and private ownership. To the west the property borders Poinciana Boulevard, a residential development, County owned property and District owned Save Our Rivers (SOR) lands. To the south the property borders Old Tampa Highway and undeveloped wetlands under private ownership. To the east, the property borders a residential development and an industrial park.

Current Authorization (Application No. 220222-33299)
This modification authorizes the release of 5.90 forested and 1.05 herbaceous credits associated with the second interim release for nuisance and exotic vegetation control.

Refer to Exhibit 6.0 for the updated mitigation bank ledger.

Background
On December 21, 1999 a Noticed General Permit (No. 49-01018-P) was issued for a project known as Logging a Cypress Swamp.

Permit Modification History
On January 13, 2009, an ERP was issued to construct and operate a 619-acre mitigation bank. [Application No. 070321-21]

On October 28, 2013, a modification was issued for a five year permit extension. [Application No. 130925-9]

On April 8, 2016, a minor modification was issued for the proportional adjustment of mitigation bank credits and financial assurance to correspond to a 84.99 acre reduction in project acreage, as well as, the addition of a new permittee. [Application No. 150709-20]

On May 16, 2017, a minor modification was issued for an adjustment of mitigation bank credits to correspond with a 10.11 acre reduction in project acreage. [Application No. 170330-12]

On November 14, 2018, a minor modification was issued to modify the Work Schedule due dates. [Application No. 181109-2]

On July 27, 2023, a major modification was issued to remove a 17.94 acre parcel from the mitigation bank and add a 29.27 acre parcel. The ledger was adjusted to account for the swap and previous calculation errors. [Application No. 210525-6295]

Please see Exhibit 5.0 for a list of authorizations that constitute this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system will be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The Permittee has provided the existing Access Easment (Exhibit 4.1) recorded in Osceola County ORB 3759, PG 1912 for the access to the added parcel in the South East portion of the permitted area.

The applicant provided an additional draft Access Easement (Exhibit 4.0) that will grant the South Florida Water Management District ingress and egress to the Conservation Easement area. Within 30 days of permit issuance, a copy of the executed and recorded easement must be provided to the District's Environmental Resource Compliance staff.

Environmental Evaluation:

Application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan

The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	464.61	acres
Wetland and Other Surface Water Impacts:	0	acres
Total Onsite Mitigation Area:	536.08	acres
Is a conservation easement proposed?:	Yes	

Shingle Creek Mitigation Bank

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
SW1	0.7	Preservation	Rivers, Streams and Waterways	Rivers, Streams and Waterways	0.53	0.56	1	1	0.8	0.017
U1f	15.23	Preservation	Pine-Mesic Oak	Pine-Mesic Oak	0.05	0.7	1	1	0.8	7.920
U1h	9.24	Preservation	Pastures	Pastures	0.05	0.7	1	1	0.8	4.805
U2	21.2	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	11.024
U3	25.8	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	13.416
W1f	271.54	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	21.723
W1h	43.5	Preservation	Vegetated Non-Forested Wetlands	Vegetated Non-Forested Wetlands	0.5	0.6	1	1	0.8	3.480
W2	63.2	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	5.056
W3	56.4	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	4.512
Total: 506.81										**71.953**

29.27 Acre Addition

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
W1	23.9	Restoration	Basin Swamp	Basin Swamp	0.5	0.7	16 - 20	1.5	1.0	1.897
W2	5.37	Enhancement	Basin Swamp	Basin Swamp	0.6	0.733	1	1	0.8	0.571
Total: 29.27										**2.468**

Related Concerns:

Historical/Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

Water Use Permit Status
The applicant has indicated that dewatering is not required for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction phase of this permit shall expire on the shown on Page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Submit an executed recorded copy of the Access Easement granted to the South Florida Water Management District must be provided to the District's ERB staff within 30 days of permit issuance.

4. (a) In accordance with the schedule attached as Exhibit No. 2 (see Application No. 070321-21) and prior to the release of any credits from the bank, the permittee shall submit to the District, for review and approval in accordance with Exhibit No. 2 (see Application No. 070321-21) , two (2) copies of the following:

   1. Final executed draft in recordable form of conservation easement.
   2. Site map of conservation easement
   3. Signed and sealed survey by professional surveyor with legal description
   4. Certified appraisal of the market value of property 5. Title insurance commitment and owner's title policy

   (b) Within 30 days of District approval of the above listed items, the permittee shall record a conservation easement for the 534.95 acres bank property for which the release of credits is sought and submit two (2) certified copies to the district. The conservation easement shall be granted to the District and FDEP and shall contain the activity restrictions set forth in section 704.06(1) F.S. The recorded conservation easement shall be in conformance with the draft conservation easement attached as Exhibit No. 2. The District must approve any amendments to the conservation easement.

   (c) Prior to recordation of the conservation easement for the bank project, the bank sponsor shall procure waivers of surface exploration rights for the bank site. the waiver form shall be subject to the approval of the District prior to recordation of the conservation easment.

5. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project details and methods indicated on the attached permit Exhibits and described herein.

6. The permittee shall, every two years, adjust the amount of financial responsibility provided for the implementation and long term management of the bank. The cost adjustment, along with supporting documentation, shall be submitted to the District for review and approval. Any significant change in the cost estimate (>10%) may result in a modification to required deposits into the construction and implementation fund. The amount of financial responsibility provided for construction and implementation shall be adjusted as follows:

   (A) The permittees shall, every two (2) years, adjust the amount of financial responsibility provided for construction and implementation and for the long-term management of the bank. Every two (2) years, the permittees shall submit to the District a cost adjustment statement accompanied by supporting, verifiable documentation based upon a third party performing the work at the fair market value of the

services. Mitigation implementation and long term management costs shall be listed separately. The cost adjustment statements shall include inflation as well as changes in the cost to carry out the construction and implementation (i.e., initial exotic species removal and control, planting, structure installation, consultant fees, monitoring activities and reports) and long term management (i.e., nuisance/exotic species control, maintenance of fences, consultant fees, monitoring activities and reports, and any other costs associated with long-term management) activities required for compliance with this permit.

(B) If the value of the construction and implementation performance bond is less than the total amount of the current implementation cost estimate, or if the annual interest generated by the long-term management trust fund is less than the currently estimated annual costs of long-term management, the permittees shall upon District approval of the cost adjustment statement, increase the value of the financial mechanism(s) to reflect the new estimate within 60 days.

(C) If the value of the implementation performance bond is greater than the total amont of the current construction and implementation cost estimate, or if the annual interest generated by the long-term management trust fund is greater than the currently estimated annual costs of long-term management, the permittees may reduce the value of the financial assurance mechanism(s) to reflect the new estimate upon receiving District approval of the cost adjustment statement.

(D) The permittees shall adjust the amount of the implementation performance bond and/or long-term management trust fund at times other than the cost adjustment period when the costs associated with compliance with the permit conditions exceed the current amount of financial responsibility and such financial assurances are deemed necessary to ensure compliance with the permit conditions.

(E) Upon completion of an activity, the permittee may request a reduction in the required amount of the implementation performance bond to the amount specified in the most recent required cost estimate for the remaining phases of construction (Exhibit 2 ((see Application No. 070321-21) or the most recent cost adjustment).

7. The permittees shall maintain in perpetuity all of the physical components of the mitigation bank, including fences, access gate(s), signage and other physical components necessary for the continued operation, maintenance and long-term management of this mitigation bank as permitted. This permit does not authorize any construction or earthwork activities except for those explictly descibed within the staff report.

8. Any future changes in land use or treatment of wetland and/or upland areas may require a permit modification and additional review by District environmental/engineering staff. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

9. This application authorizes a total of 71.95 credits for the preservation of the property which includes recording a conservation easement over 534.96 acres, establishment of financial assuraneces in accordance with the special conditions and attached exhibits, removal and control of nuisance and exotic species and the implementation of a land management plan as described in the staff report and the special conditions of this application. The applicant may submit a request to modify this permit to perform additional activities, including hydrologic enhancement, which may result in the realization of additional credits. The future modification(s) will be based on the potential for additional vegetative improvement as well as hydrologic enhancement/restoration of the mitigation bank site. The potential hydrologic improvements will likely include the construction of control structures and berms where uncontrolled runoff currently occurs into the creek and/or into Oren Brown Canal. In order for the

applicant to demonstrate the amount of hydrologic, vegetative and ecological improvement that may occur, a comprehensive and quantifiable baseline conditions report as well as measurable success criteria must be submitted. Although the information submitted thus far relies on performance based success criteria, the analysis must also include a comparison of current hydrologic and vegetative conditions to potential future conditions in order to demonstrate the potential lift. The vegetative components of the baseline report must include, but are not limited to: - Established transects and quadrats with permanent photostations - List and percent cover of all species contained within each transect and quadrat - Percent cover of OBL, FACW, FAC and UPL species within each transect and quadrat - Quantitative description and list of canopy trees including percent cover and DBH - Nuisance and exotic vegetation coverage within each monitoring area - Wildlife observations The hydrologic elements of the baseline report must include but are not limited to: - An analysis of both the current and proposed condition in sufficient detail to support the proposed enhancement credit for the hydroperiod of each mitigation polygon - Hydrologic measurements including depth and duration of saturation/ inundation. - Construction details of all structures and proposed earthwork The success criteria for the project must include: - Specific quantifiable goals of the proposed enhancement activities - Specify a reference wetland for each habitat type - A detailed planting plan for each polygon - UMAM data sheets for each polygon - Specific success criteria for each polygon. The documentation of the factors listed above will be utilized to determine the full number of potential credits that are available to the bank. The vegetative elements, in particular, are critical components of the current mitigation plan for preservation only as they will document the potential for future enhancement credit over and above the preservation element. At this time, the District has not made a determination as to the potential number of credits that may be generated as a result of future modifications to the permit.

10. The mitigation plan includes the removal of feral pigs from the property. The control of feral pigs shall be the responsibilty of the applicant and shall in no way be interpreted to allow for hunting of native species on the property. In addition, the management and results of this activity shall be reported to the District in the annual monitoring reports.

11. A maintenance program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21) for the mitigation bank on a regular basis to ensure the integrity and viability of those areas as permitted. Coverage of exotic and nuisance species shall not exceed 1% total areal coverage after 5 years. Maintenance shall be conducted in perpetuity to ensure that the mitigation bank is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. In addition, the permittee shall manage the conservation areas such that nuisance plant species do not exceed 10% of areal cover.

12. The permittee shall be responsible for the successful completion of the mitigation bank, including the monitoring and maintenance of the bank for the duration of the mitigation plan, in accordance with the attached exhibits.

13. The work schedule shown in Exhibit 2 (see Application No. 070321-21) shall be implemented regarding the release of credits for sale within the mitigation bank.

14. A mitigation program for the Shingle Creek Mitigation Bank shall be implemented in accordance with the attached Exhibits. The permittee shall preserve 534.96 acres .

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. The mitigation bank credit ledger shall reflect a total of 71.95 credits which includes 63.67 forested credits and 8.28 herbaceous credits. The credits shall be release in accordance with the credit release schedule outlined below:

    20% (12.73 forested credits, 1.65 herbaceous credits) Submit conservation easement and financial assurance documentation

    20% (12.73 forested credits, 1.65 herbaceous credits) Installation of perimeter fencing, removal of interior fencing and signage

    5% (3.18 forested credits, 0.41 herbaceous credits) Removal and control of feral pigs

    45% (28.65 forested credits, 3.72 herbaceous credits) Nuisance and exotic vegetation removal and control

    10% (6.37 forested credits, 0.82 herbaceous credits) Reserve (Successful completion of five year monitoring program)

17. A monitoring program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21). Short-term monitoring reports must be submitted annually and must be conducted in accordance with the approved Monitoring Plan.

    The short term reports must include all of the information identified in the monitoring section of the approved mitigation plan and information sufficient to demonstrate whether the success criteria are being achieved.

    Once the bank has achieved success, long-term (perpetual) monitoring reports must be submitted annually, by January 31st for the previous year. All reports must include the information identified in the monitoring section of the approved mitigation plan, must demonstrate how the bank is continuing to meet (or not meet) the goals and objectives of the mitigation bank plan, and must include a log and aerial showing the location of all maintenance activities undertaken during the previous year and scheduled for the following year. These activities include, but are not limited to, floral and faunal exotic and nuisance treatment/control, and any other management activities performed, or scheduled to be performed, on the mitigation bank property.

18. Project implementation, maintenance/monitoring and long term management shall be accomplished in accordance with the attached Exhibits and in accordance with the Special Conditions outlined herein. Additionally, issuance of this permit is based on the District's reliance on information submitted and commitments made by the permittees that the proposed mitigation design presented in Exhibits will be achieved and that the targeted success criteria outlined in the staff report and in Exhibit 2 will be met. If at any time, the District determines that the targeted success criteria have not or are not being met for any phase and/or that the milestone events identified in the credit release schedule contained in Exhibit 2 have not been satisfactorily accomplished, then no mitigation credits shall be withdrawn or released, including for other activities, until it is demonstrated that the targeted success criteria and/or milestone events have been achieved.

19. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

20. Prior to the release of any credits, and within 30 days of permit issuance, the permittee shall provide the District with documentation that a trust fund in the amount of $386,444.40 has been established for the long term management of the Shingle Creek Mitigation Bank.

21. In conformance with the work schedule in Exhibit 2 (see Application No. 070321-21), the permittee shall provide an original letter of credit in the amount of $245,080.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan. The financial assurance shall be in substantial conformance with Exhibit No. 2 (see Application No. 070321-21). The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 2 (see Application No. 070321-21). Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

23. For the 29.27 acre parcel addition authorized under Application 210525-6295:

    A) Prior to the commencement of construction, and in accordance with the work schedule herein, the permittee shall submit for review and approval, one copy of the following as a package for review by District real estate staff:

    1. Project map identifying conservation areas

    2. Legal description of conservation areas

    3. Signed amended conservation easement form

    4. Sealed boundary survey of conservation area(s) by professional Land surveyor

    5. Title insurance commitment for the conservation easement naming the District as beneficiary using approved valuation. See Exhibit 3.3.1. 6. Data in accordance with paragraph E (below).

    B) The real estate information referenced in paragraph (A) above shall be reviewed by the District in accordance with the District's real estate review requirements. The easement shall be granted free of mortgages, liens, easements or other encumbrances or interests which the District staff states are contrary to the intent of the easement. The easement shall not be recorded until such approval is received.

    C) Once the Draft Amended Conservation Easement form is approved by the District, the permittee may commence with the Mitigation Plan. Upon completion of Phase 1 of the planting plan as outlined in the Mitigation Plan attached as Exhibit 3.0.1., the permittee shall record the Amended Conservation Easement over the real property designated as conservation/preservation areas on Exhibit 3.2.1, adding the 29.27 acre parcel constituting the additional conservation easement area and removing the 17.94 acre parcel constituting the removed conservation easement area. This Exhibit shall not be modified without a permit modification.

    D) In the event the conservation easement real estate information reveals encumbrances or interests in the easement which the District staff states are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests. If such are not

obtained, permittee shall be required to apply for a modification to the permit for alternative acceptable mitigation.

E) A CD or DVD containing the easement data supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet, shall be submitted.

F) Upon recordation of the amended conservation easement in the public records of Osceola County, the permittee shall submit one certified copy of the recorded conservation easements for the preservation/mitigation areas, and title insurance policy, via ePermitting or to the Environmental Resource Compliance staff in the local District service center.

24. A monitoring program shall be implemented for the mitigation bank in accordance with the updated Exhibit 3.0.1., with annual reports submitted to District staff.

25. For the 29.27 acre addition authorized under Application 210525-6295, the planting and mitigation plan shall be conducted in accordance with Exhibit 3.0.1.

Project Work Schedule for Permit No. 49-01937-M

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
SC 11	05/30/2024	Scmb Remove Cattle Lease	04/15/2008	04/20/2016
SC 11	05/30/2024	Scmb Install Perimeter Fencing	07/01/2009	01/11/2017
SC 11	05/30/2024	Scmb Install Signage	07/01/2009	01/11/2017
SC 11	05/30/2024	Scmb Submit Baseline Monitoring Report	12/31/2027	07/17/2017
SC 3	05/30/2024	Application 210525-6295 Submit Recorded Access Easement granted to the SFWMD	Within 30 days of permit issuance	
SC 4	05/30/2024	Submit Recorded Conservation Easement	04/15/2009	04/08/2016
SC 6	05/30/2024	Submit Cost Adjustment Supporting Documentation 2	02/15/2024	05/16/2024
SC 6	05/30/2024	Submit Cost Adjustment Supporting Documentation 3	08/15/2024	
SC 16	05/30/2024	Scmb Submit Monitoring Report 1	12/18/2018	10/23/2019
SC 16	05/30/2024	Scmb Submit Monitoring Report 2	03/19/2022	01/29/2021
SC 16	05/30/2024	Scmb Submit Monitoring Report 3	02/22/2022	02/03/2022
SC 16	05/30/2024	Scmb Submit Monitoring Report 4	02/22/2023	05/02/2023
SC 16	05/30/2024	Scmb Submit Monitoring Report 5	02/22/2024	02/07/2024
SC 16	05/30/2024	Scmb Submit Monitoring Report 6	02/22/2025	
SC 16	05/30/2024	Scmb Submit Monitoring Report 7	02/22/2026	
SC 16	05/30/2024	Scmb Submit Monitoring Report 8	02/22/2027	
SC 20	07/26/2025	Submit Perpetual Management Trust Fund Documentation	04/15/2008	04/12/2016
SC 21	08/26/2023	Submit Construction and Implementation Performance Bond	04/15/2008	04/12/2016
SC 23	05/30/2024	Application 210525-6295: Submit Real Estate Package For CE	Within 30 days of Phase 1 Completion	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 1	1 year after Time Zero report, and then Annually for 5 years	

SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 2	1 year after previous submission	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 3	1 year after previous submission	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 4	1 year after previous submission	
SC 24	05/30/2024	Submit 29 Acre Addition Monitoring Report 5	1 year after previous submission	
SC 25	05/30/2024	Application 210525-6295: Submit Time Zero Report for Planted Areas	Within 30 days after Planting Complete Date	

GC = General Condition

SC = Special Condition

Distribution List

Steven Green, Mitigation Resources LLC

Osceola County Engineer

US Army Corps of Engineers

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 220222-33299.

Exhibit No. 1.0 Location Map

Exhibit No. 3.0.1 Mitigation Plan - 29 Acre Addition

Exhibit No. 3.1.1 Financial Assurance Update - 29 Acre Addition

Exhibit No. 3.2.1 Draft Conservation Easement Amendment

Exhibit No. 3.3.1 Title Insurance Commitment - 29 Acre Addition

Exhibit No. 3.4.1 UMAM and Credit Adjustment - 29 Acre Addition

Exhibit No. 4.0 Access Easement (SFWMD)

Exhibit No. 4.1 Access Easement (Recorded)

Exhibit No. 5.0 Permit History

Exhibit No. 6.0 Mitigation Bank Ledger

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

May 28th, 2025

Thank you for your review on May 20th, 2025. The following is the response to comments from Ryan.Altizer@kissimmee.gov regarding **LUPA-25-0002** as per document **LUPA-25-0002 30-25-29-00U0-0080-0000** dated 5/9/2025.

1. Please provide the permit modifications and documents associated with SFWMD Application 220222-33299.

   I've included the permit modification related to SFWMD Application 220222-33299. Note that this specific permit is actually for a credit release as the SFWMD requires a permit modification each time the mitigation bank releases/sells a credit. The specific permit in which the 18 acres was approved for removal is 210525-6295_Permit_Revision_20240430 (previously uploaded), but the approval of the removal of this parcel from the mitigation bank is also referenced in subsequent permits, including the requested SFWMD Application 220222-33299 (see page 4 under "Permit Modification History", line item beginning with "On July 27th, 2024…").

   Please let me know if you need any additional information.

2. The 8.8-acres proposed for the rezoning from AC (Agricultural Conservation) to IB (Industrial Business) would align with the proposed Future Land Use of IN (Industrial Business).

   As discussed during the May 20th review, we're looking at rezoning and changing the land use for the entire the 18 acres. I believe the confusion on this stems from the PDF Osceola 18-acre Industrial Site Floodplain Analysis page 8, in which our engineer created an example to show one possible configuration purely for illustrative purposes. At this time, we are seeking rezoning and a land use change for the entire parcel with the understanding that some portion of the parcel will be utilized for flood mitigation, but we are not in a site planning stage to determine where that flood mitigation would be.

3. Are the 77.8 acres to the west of the proposed changes that are tied to the same Parcel ID (30-25-29-00U0-0080-0000) effected in any way with these changes?

   No. That acreage is a part of now and will remain a part of the Shingle Creek Mitigation Bank. It will in no way be affected by these changes.

Thank you for your responses and please feel free to reach out to me with any questions!

Mark Serrahn
The Landon Companies & UMAM LLC | Birmingham, MI
(810) 730-2596 | mserrahn@landoncompanies.com

May 28th, 2025

Thank you for your review on May 20th, 2025. The following is the response to comments from ashley.cornelison@kissimmee.gov regarding **LUPA-25-0002** as per **LUPA-25-0002 - Long Range Planning Comments_v1** dated 5/12/2025 by Ashley Cornelison.

1. Please submit a topography survey showing the wetland areas.

   A topographic map of the wetlands data layer from Osceola County is included on page 3 of this document. This data layer predates the construction of Hoagland Blvd. The South Florida Water Management District determined that (i) Hoagland Blvd. has diverted surface water flow away from the Property and (ii) the Property is trending toward becoming a non-wetland and therefore has no wetland value in terms of UMAM credit scoring. As a result, SFWMD modified the Shingle Creek Mitigation Bank Permit to allow the removal of the Property.

   SFWMD did not require of UMAM LLC, nor undertake on its own, a wetland analysis of the Property for the permit modification. As part of the removal agreement SFWMD deducted the 2.47 credits that had been allocated to the Property in the original 2007 permit (pre-Hoagland Blvd.) and required that an expansion in the mitigation bank be added to keep the overall credit value unchanged.

   - The history, process, and reasoning for the SFWMD determination explained in detail in the August 15, 2024 memo by Steve Green of ESA Environmental Consultants (Wetland Status and Permit Mod Memo_20240819_v1), previously uploaded.

   - SFWMD Permit Modification 210525-6295_Permit_Revision_20240430 for the Shingle Creek Mitigation Bank (which removed the 18 acres from the mitigation bank), uploaded.

2. The acreage to the south of this property should be designated Conservation (CONS). The exact area to be designated CONS shall be determined when the topography survey is provided.

   As discussed during the May 20th review, we're looking at rezoning and changing the land use for the entire the 18 acres. I believe the confusion on this stems from the PDF Osceola 18-acre Industrial Site Floodplain Analysis page 8, in which our engineer created an example to show one possible configuration purely for illustrative purposes. That example (i) provided a "worst case" in terms of acreage used for flood compensation and retention and (ii) allocated the pond to the south. The expected achievable pond area is smaller than shown on the drawing and its location will be determined by an actual site development plan (both of which will be determined in a permitting process).

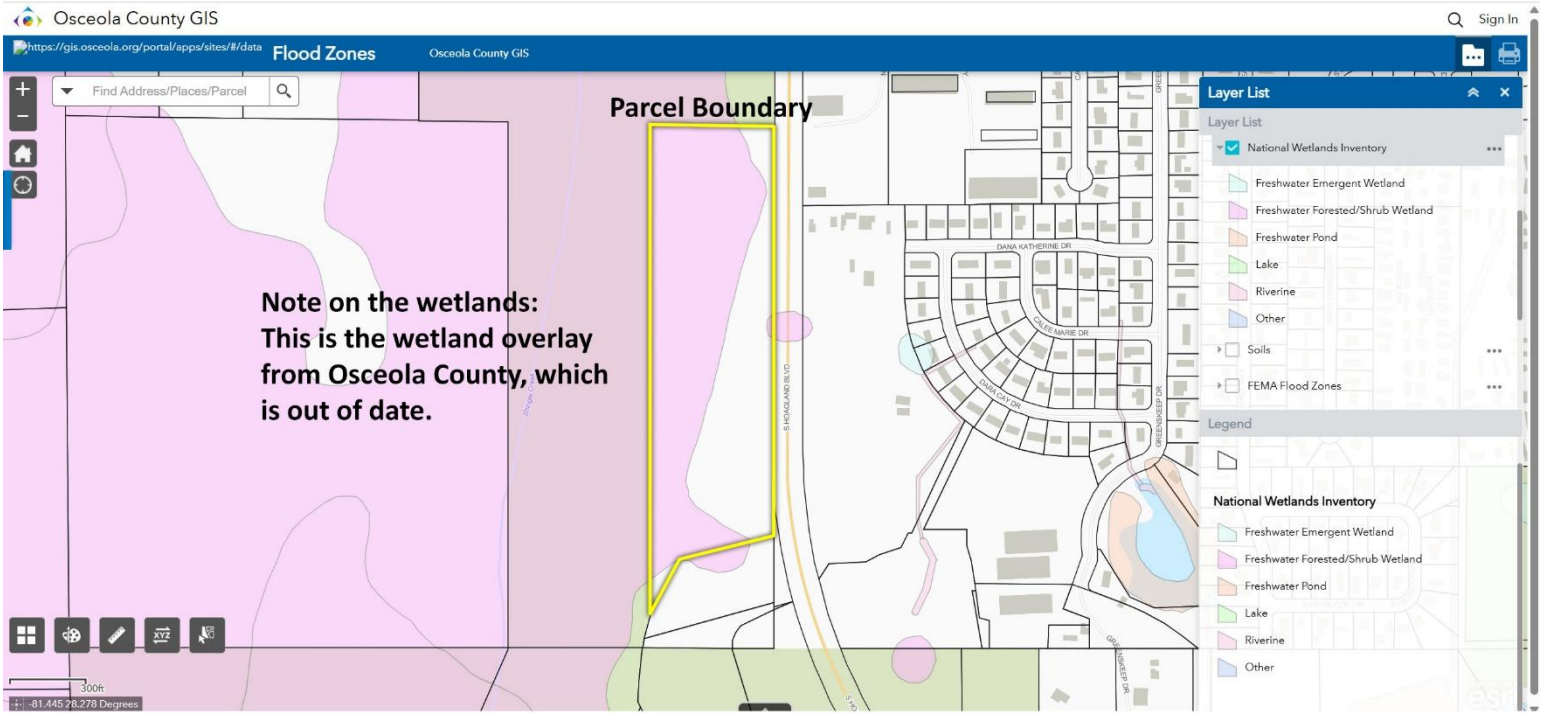
   Finally, while we do not believe that any of the Property will be impacted by regulated wetlands (for the reasons discussed above), we can mitigate any wetland impacts with credits generated from the Shingle Creek Mitigation Bank or several other regional wetland mitigation bangs.

Other Comments RE Additional Properties

   The western portion of this parcel along with the other two parcels are a part of the Shingle Creek Mitigation Bank. We would not object to the city's offer to amend the land use and zoning of these areas.

Thank you for your responses and please feel free to reach out to me with any questions!

Mark Serrahn
The Landon Companies & UMAM LLC | Birmingham, MI
(810) 730-2596 | mserrahn@landoncompanies.com


Osceola County GIS
Sign In
https://gis.osceola.org/portal/apps/sites/#/data
Flood Zones
Osceola County GIS
Find Address/Places/Parcel
Parcel Boundary
Note on the wetlands:
This is the wetland overlay from Osceola County, which is out of date.
Layer List
Layer List
National Wetlands Inventory
Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland
Freshwater Pond
Lake
Riverine
Other
Soils
FEMA Flood Zones
Legend
National Wetlands Inventory
Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland
Freshwater Pond
Lake
Riverine
Other
DANA KATHERINE DR
COLLEEN MARIE DR
DANA CAY DR
S HIGHLAND BLVD
GREENSKEEP DR
300ft
-81.445 28.278 Degrees

Environmental Evaluation:

Environmental Evaluation
This application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0. The closing balance on the ledger is 8.59 forested credits and -0.91 herbaceous credits.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan
The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

ALBRECHT ENGINEERING GROUP, LLC

DATE: September 9, 2024

TO: Mr. Daniel Aronoff (UMAM LLC)

FROM: Kevin K. Albrecht, PE (Albrecht Engineering Group)

SUBJECT: **Osceola 18-acre Industrial Site – Preliminary Floodplain Analysis**

Introduction

This technical memorandum summarized the data collection, analytical methods, and findings of a preliminary floodplain compensation analysis to estimate impacts and compensation required for the potential future development of a roughly 18-acre undeveloped site, located in the City of Kissimmee. More specifically, the site is located along the west side of Hogland Boulevard, roughly 4,000 feet north of Old Tampa Highway, as shown on **Figure 1**.

The intent of this analysis is to utilize readily available data to develop a preliminary estimate of the existing floodplain storage volume within the parcel and estimate the potential developable area outside of the required floodplain compensation area, using volumetric (cup for cup) compensation.

Data Collection

This analysis was conducted using readily available (desktop) datasets to characterize the existing topography, 100-year flood stages, and seasonal high-water levels (SHWLs). The following sections further describe each data source:

Topography – The existing topographic conditions on the site were based on the 2018 LiDAR data obtained from National Oceanic and Atmospheric Agency's (NOAA) Digital Coast Data Access Viewer (NOAA: Data Access Viewer). The resulting Digital Elevation Model (DEM) and contours are shown in **Figure 2**. This data is based on the North American Vertical Datum of 1988 (NAVD 1988), which is used throughout this analysis. It should be noted that this data does not depict the topographic changes that resulted from construction of Hogland Boulevard or the industrial development south of this parcel. However, the data is sufficient to characterize the existing floodplain storage volume within the site.

100-Year Flood Stages – The Federal Emergency Management Agency (FEMA) flood mapping data was collected for the Site. The effective FEMA flood mapping data (**Figure 3**) shows 100-year peak flood stages ranging from 66.0 just north of the site to 65.0 just south of the site. However, Osceola County recently completed the Shingle Creek Watershed Model which provides a significant improvement in the hydraulic level of detail and computational technology used to model the watershed over the prior study used to develop the FEMA maps. Based on the incorporation of additional detail and more recent data, the Shingle Creek Watershed Model is considered the best available data to estimate 100-year flood stages for the site. **Figure 4** shows the 100-year peak stages estimated adjacent to the site by the Shingle Creek Model range from 63.58 just north of the site to 63.37 just south of the site.

Seasonal High-Water Levels (SHWLs) – Estimating the SHWL on the site is critical to determine the lowest elevation that any floodplain compensation area can effectively store flood waters. For this analysis, the control elevation of the wet detention pond located on the south side of this site was used to estimate the SHWL. According to the permitted design plans approved under SFWMD ERP 49-00813-P-03, the pond control elevation was set at elevation 60.0 (NGVD 1929) which translates to ~59.1 (NAVD 1988). However, the lowest elevation on the site is elevation 60.0 so the bottom of any proposed floodplain compensation area is set to 60.0 as that is the lowest elevation that surface water can be diverted into the floodplain compensation area.

Existing Floodplain Storage Volume Estimate

The data outlined above was used to develop a preliminary estimate of existing floodplain storage volume within the site. **Table 1** shows the detailed calculations and a resulting site floodplain storage volume of 31.4 acre-feet.

Table 1: Existing Site Flood Storage Volume

Existing Flood Storage				
Elevation (NAVD 88)	**Area (Acres)**	**Incremental Volume (ac-ft)**	**Cumulative Volume (ac-ft)**	**Description**
60	0.15	0.0	0.0	Estimated SHWL/Lowest Elevation
61	2.83	1.5	1.5	
62	11.8	7.3	8.8	
63	16.5	14.2	23.0	
63.5	17.25	8.4	**31.4**	Shingle Creek 100-yr Flood Stage

Proposed Concept

A preliminary grading concept of the site was developed to estimate the area needed to store 31.4 acre-feet of floodplain compensation volume between the SHWL of 60.0 and 100-year flood stage of 63.5. The remaining portion of the site can be used for future development. It should be noted that the development area includes the stormwater attenuation and treatment pond as well as any required buffers. **Table 2** shows the detailed calculations for the required floodplain compensation area. Based on these calculations, the floodplain compensation area would use 9.2 acres of the 18-acre site, leaving 8.8 acres for future development, stormwater management areas, and setbacks. **Figure 5** shows the portions of the site needed for floodplain compensation and the remaining developable area.

Table 2: Proposed Floodplain Compensation Area Volume Calculations

Proposed Floodplain Compensation Volume			
Elevation (NAVD 88)	**Area (Acres)**	**Incremental Volume (ac-ft)**	**Cumulative Volume (ac-ft)**
60	8.77	0.0	0.0
61	8.89	8.8	8.8
62	9.01	8.9	17.8
63	9.13	9.1	26.8
63.5	9.19	4.6	31.4

Recommendations

This analysis is intended to provide a preliminary estimate of floodplain compensation requirements based on readily available data. The following are recommendations should more detailed development planning occur to further refine these estimates:

- Detailed Topographic Survey – Prior to detailed design a topographic survey of the site will be required. The floodplain compensation requirements would then be refined based on the site survey.
- Geotechnical Investigation/Soil Borings - Prior to detailed design a geotechnical analysis will be required. This analysis will obtain soil borings at various locations within the site and provide an estimated SHWL at each boring. This data will help refine the estimated SHWL.
- Environmental High-Water Marks/Water Level Monitoring (Piezometers) – Prior to detailed design a survey high water marks will be required. The high-water marks will be identified by a wetland scientist and the elevation of each mark will be collected by a surveyor. Alternatively, water level monitoring can be conducted using piezometers to develop a longer-term record of water levels on the site. This data will help refine the estimated SHWL.
- Future Design Refinements – Based on the data collection described above, it may be possible to lower the bottom of the floodplain compensation area, reduce its footprint, and expand the developable area. This analysis limited the bottom elevation to 60.0 since the low elevation on the parcel is ~60.0 so it is assumed flood waters can not be diverted into the floodplain compensation area below 60.0. However, if the data collection above agrees with a SHWL of 59.1 and the survey shows ground elevations at or below 59.1, the bottom of the floodplain compensation area could be lowered with a reduced footprint.
- No-Rise Analysis – Based on the size of the floodplain/contributing drainage basin vs the site, it is possible that full volumetric compensation of impacted floodplain volume would not be required. To determine the actual floodplain compensation volume required, the Shingle Creek model could be used to test various fill/compensation scenarios to ensure adjacent off-site flood stages do not increase for the range of design storms.



Digitally signed by
Kevin K Albrecht
Date: 2024.09.12
12:32:48 -04'00'

This item has been digitally signed and sealed by Kevin K. Albrecht, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Figure 1: Project Location

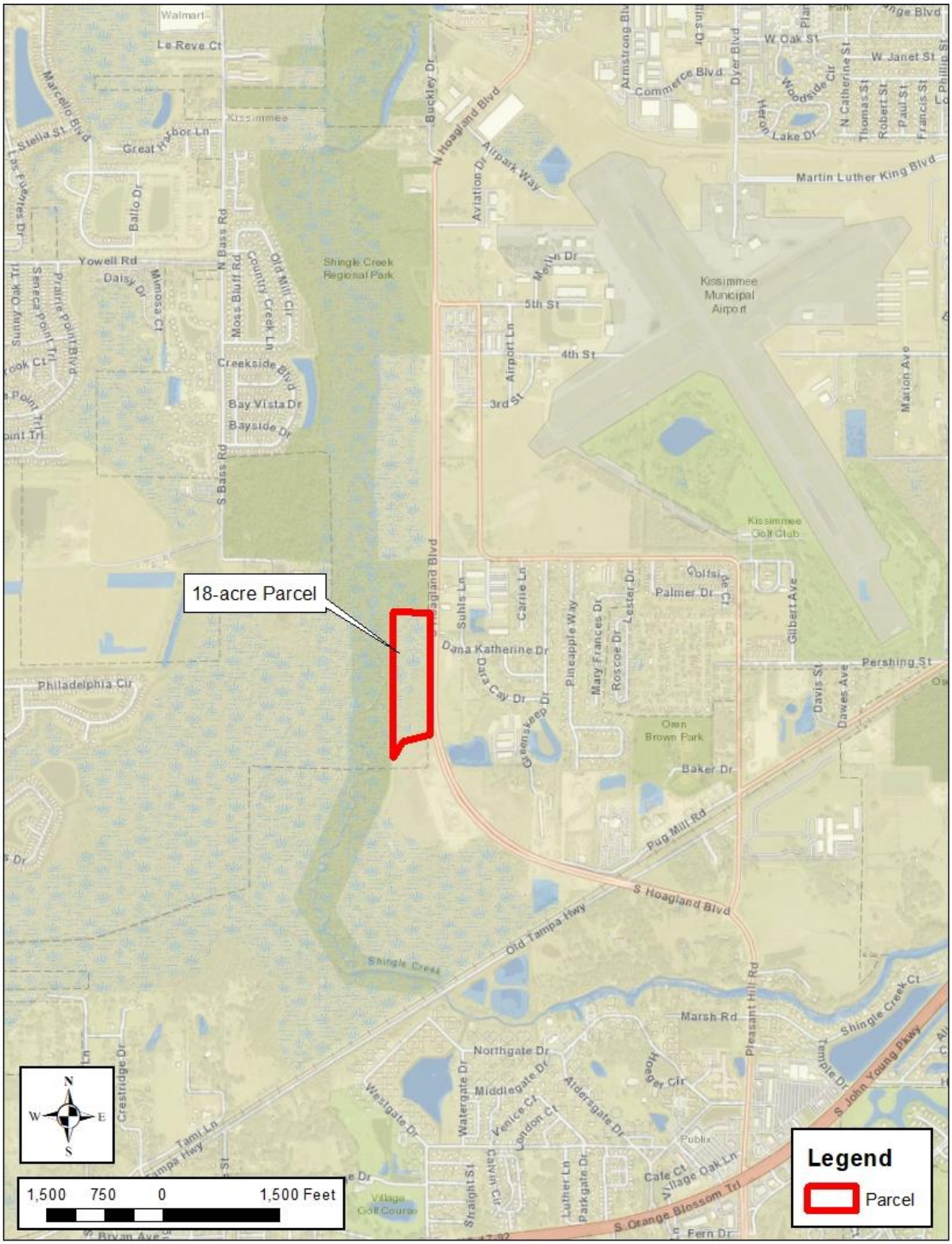


Figure 2: Topography

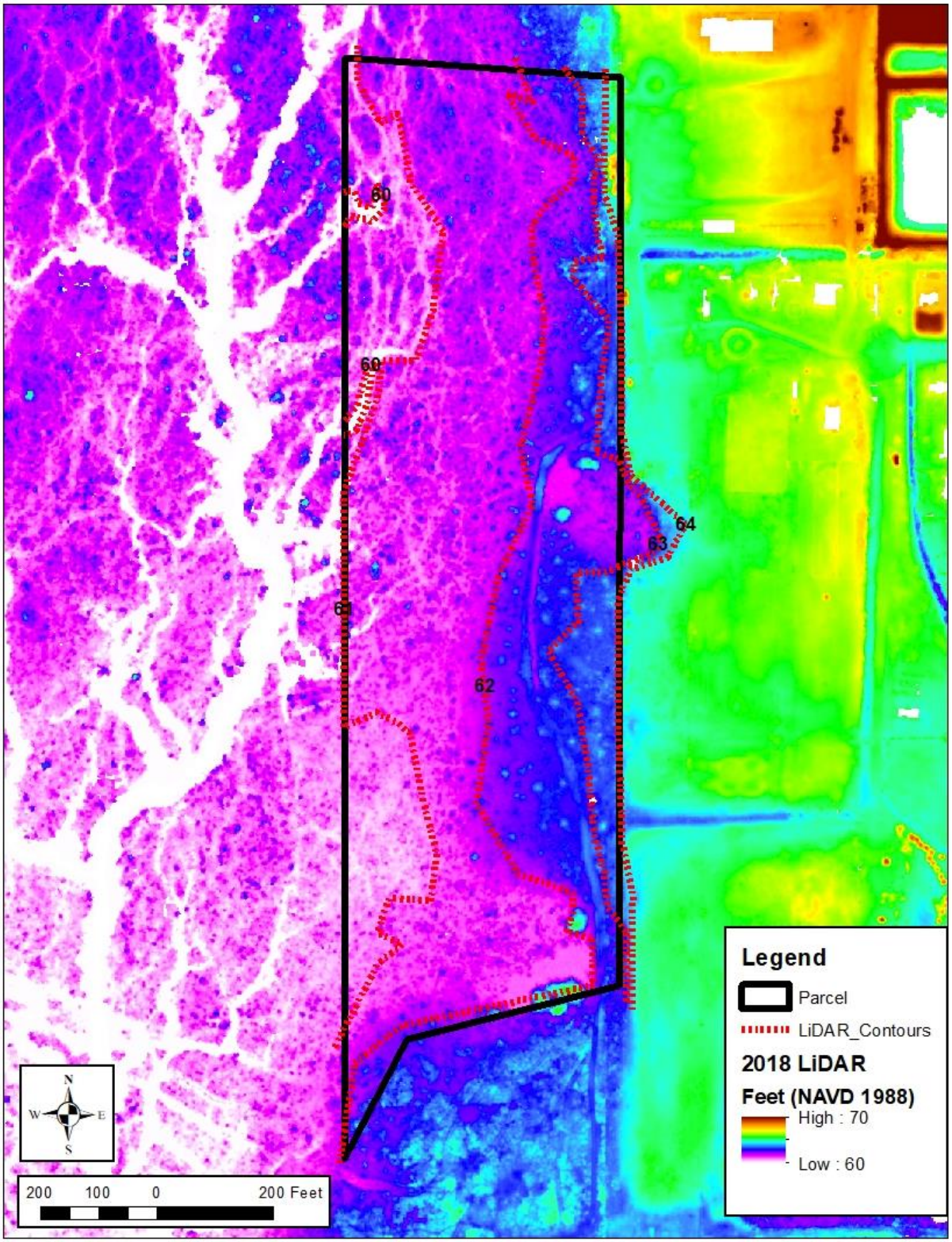


Figure 3: Effective FEMA Floodplain Map

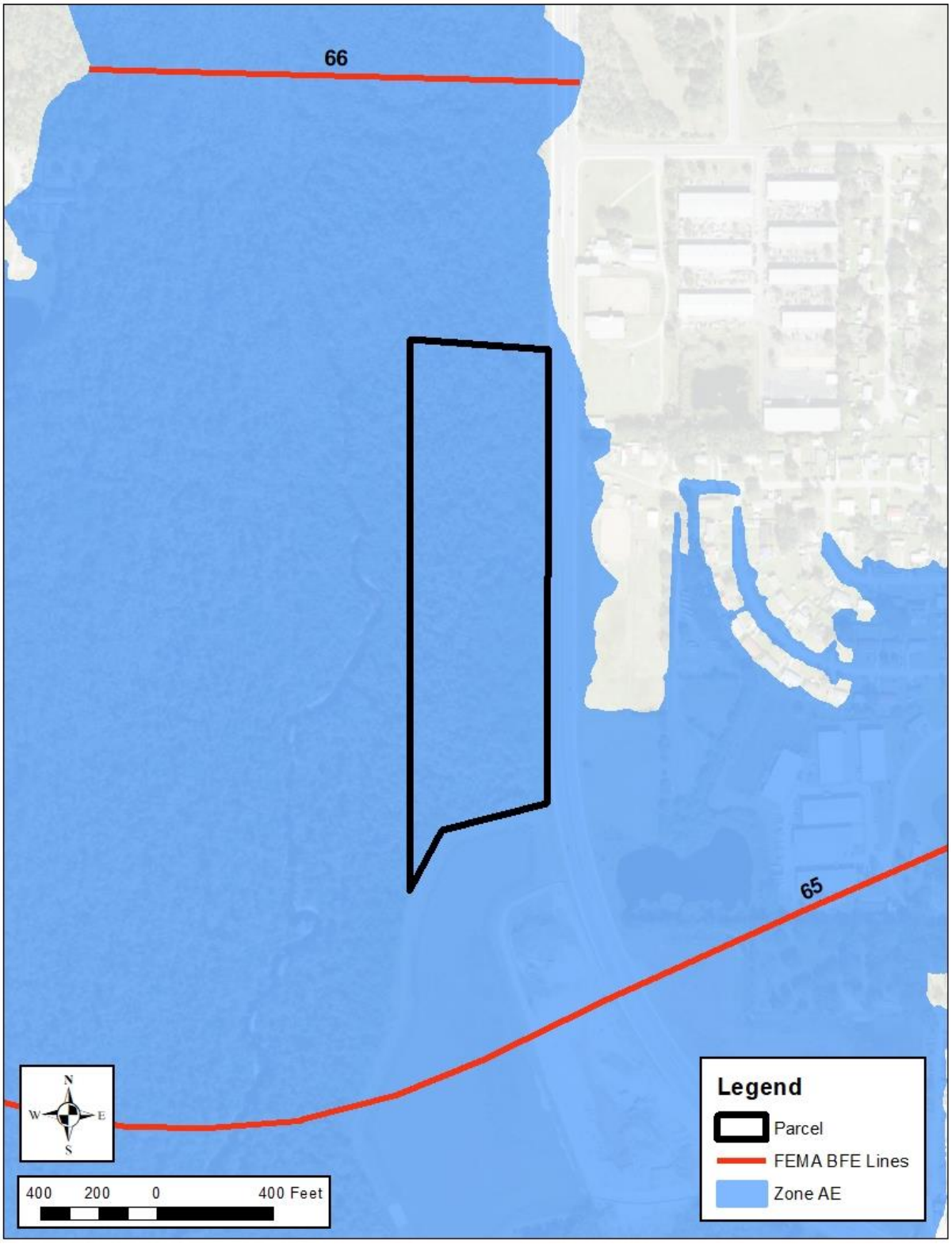


Figure 4: Shingle Creek Watershed Model 100-year Flood Stages

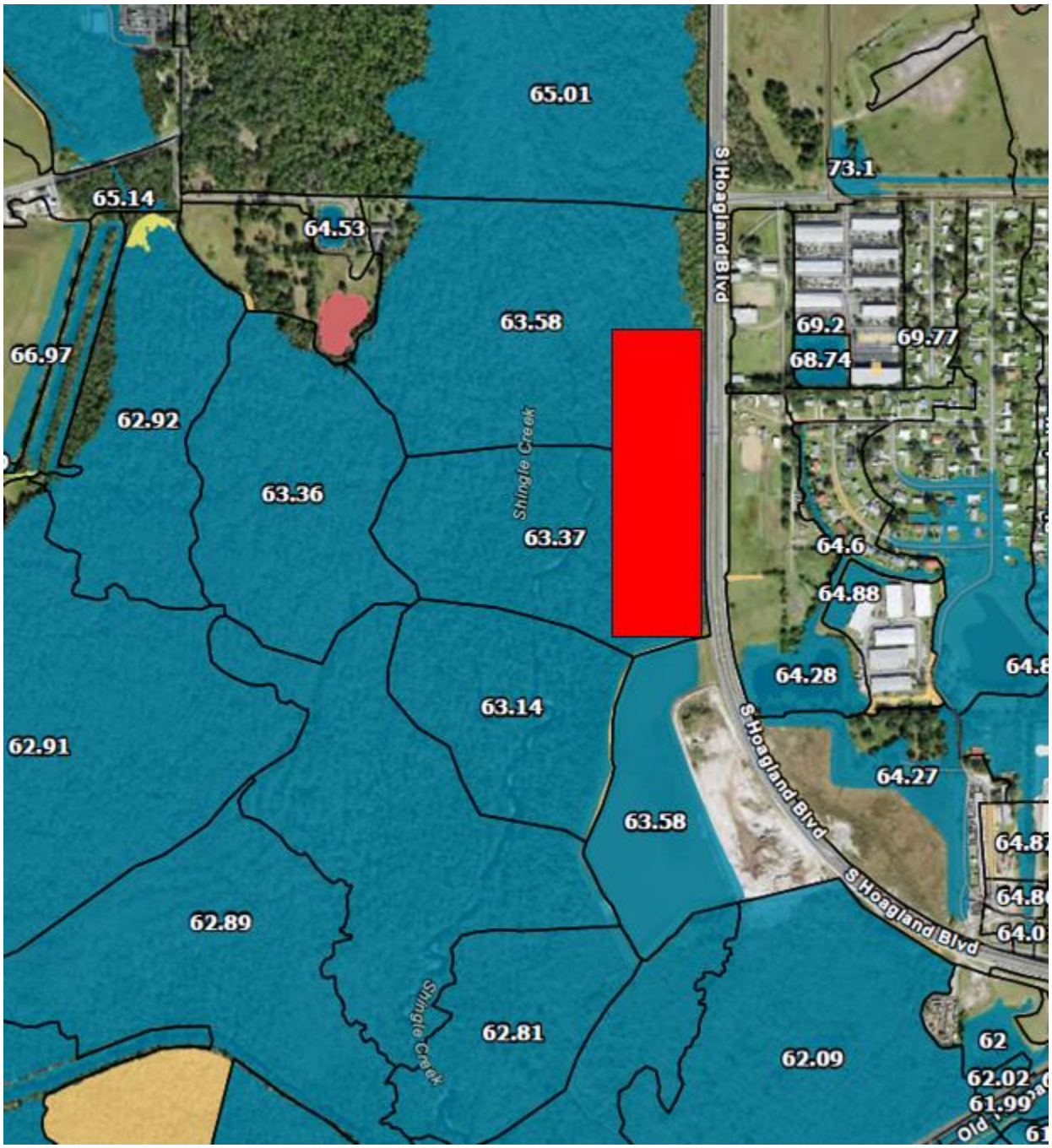


Figure 5: Proposed Concept



5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

memorandum

date	August 15, 2024
to	Daniel Aronoff, UMAM LLC
cc	Mark Serrahn, UMAM LLC
from	Steven Green, ESA, Julie Sullivan, ESA
subject	Shingle Creek Mitigation Bank Outparcel Wetland Trend

Compliance Summary

On October 23, 2019, the South Florida Water Management District (SFWMD) and Environmental Science Associates (ESA) conducted a site inspection of the Shingle Creek Mitigation Bank (SCMB). During the site inspection, SFWMD staff determined among other things that portions of the SCMB exhibited signs of hydrologic stress including treefall and soil subsidence. The portions of the SCMB that exhibited hydrologic stress were the two outparcels along the eastern side of Shingle Creek totaling approximately 18 acres along Hoagland Boulevard. on the eastern portion of parcel 30-25-29-00U0-0080-0000 s depicted on the attached Exhibit A (the "Parcel") On December 5, 2019, the SFWMD issued a non-compliance letter detailing the observations of the site inspection and requested a remedial action plan.

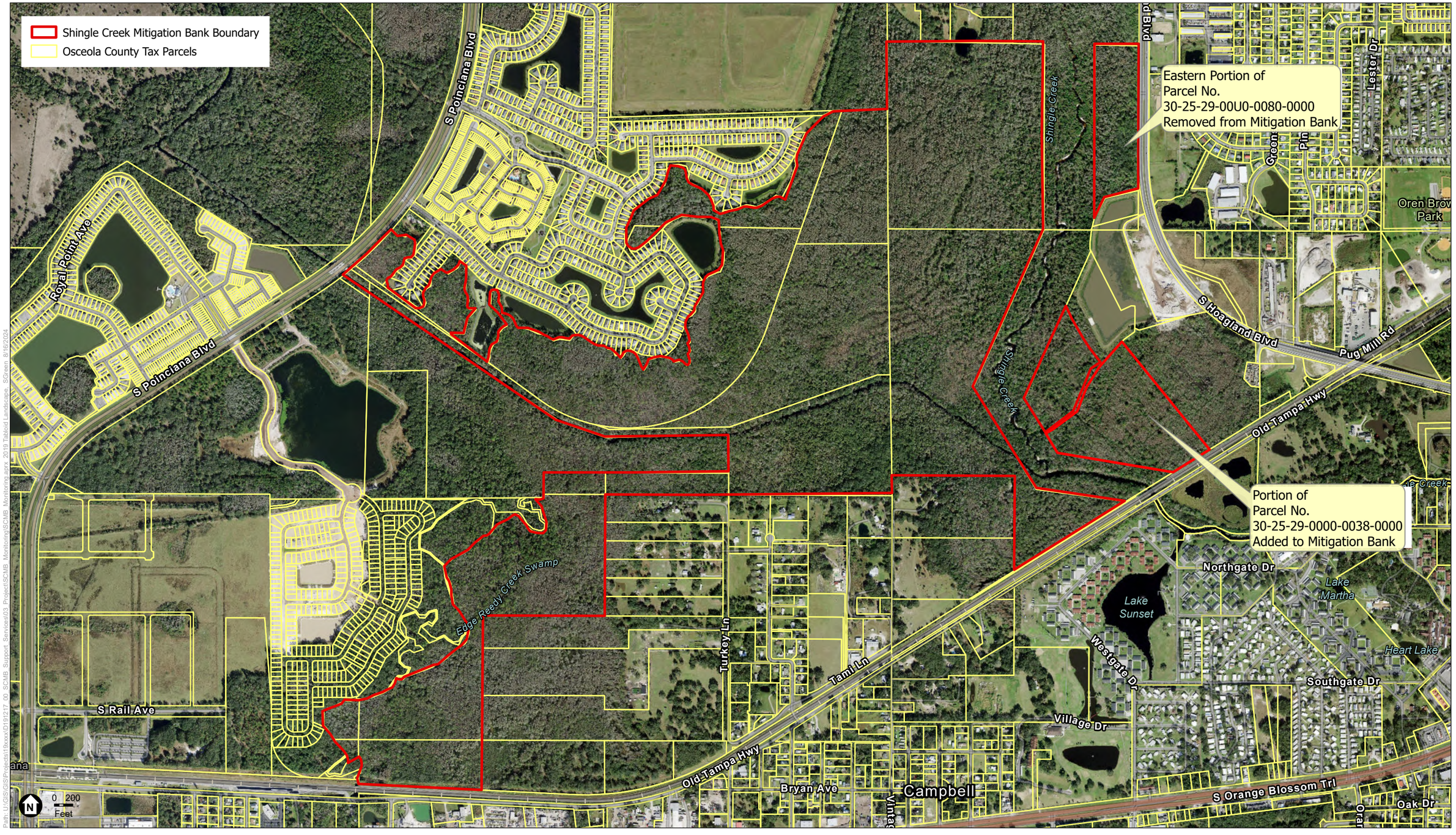
In response to this non-compliance letter, ESA developed a remedial action plan which among other things proposed the removal of the Parcel due concerns over the long-term viability of the wetlands within this parcel. Hydrology for wetland communities within the SCMB and larger Shingle Creek drainage basin is dictated by the US Army Corps of Engineers (USACE) regulation schedule for the S-61 Lock on the southern end of Lake Tohopekaliga. The current regulation schedule for the S-61 Lock has been in place since 1982 and is primarily being managed for flood control. This schedule holds water elevations between 52' and 55' NGVD (51.05' and 54.05' NAVD88) with peak stages between November and March (opposite of the typical Central Florida wet season). Within the boundaries of the SCMB, Shingle Creek occurs at an elevation of approximately 54' NAVD88, while the adjacent wetland systems are approximately six (6) feet above this elevation and are thus deprived of seasonal surface water flooding from Shingle Creek, outside of major storm events.

The effects of the artificially lowered tailwater are compounded by modified upstream inputs. Much of the basin upstream of the SCMB, particularly in Orange County, is developed and the creek channelized leading to brief high velocity peak flows as opposed to slowly moving sheet flow typical of floodplains and basin swamps. Combined with the artificially lowered tailwater, these modified high velocity discharges have led to scouring of Shingle Creek and the natural rivulets that drain the adjacent floodplain. This results in a topography that fails to hold surface water for time periods sufficient for optimal wetland function and has resulted in hydrologic stress

on the Parcel. Areas immediately adjacent to Shingle Creek, such as the Parcel, are generally the most impacted by this hydrologic manipulation.

The remedial action plan, which included the removal of the Parcel from the SCMB in exchange for the additions to the SCMB of another parcel, was formalized on April 1, 2021and included in a SFWMD permit Modification. This permit modification was finalized on May 30, 2024, under SFWMD Application No. 220222-33299. The condition for removal of the Parcel is addressed in Special Conditions section 23 therein.

Exhibit A



SOURCE: ESRI, Osceola County

Shingle Creek Mitigation Bank

Exhibit A
Mitigation Bank Boundary and Tax Parcels
Osceola County, FL

ESA



Osceola County Property Appraiser
Katrina S. Scarborough, CFA, CCF, MCF

Parcel Result

Parcel: 30252900U000800000

TRIM Notice | Property Record Card | Map Image | Tax Collector | Map View | E-Mail Parcel | NEW Bird's Eye View

Owner Information

Owner Name	UMAM LLC
Mailing Address	5607 GLENRIDGE DR NE STE 200 ATLANTA, GA 30342
Physical Address	OLD TAMPA HWY, KISSIMMEE FL 34746
Description	NO AG ACREAGE-VAC
Tax District	200 - KISSIMMEE

Tax Values

View Tax Estimato

Current Values		Certified Values	
Current Value represents working appraised values as of 06/03/2024, which are subject to change prior to certification		**Certified Value represents certified values that appeared on the tax roll as of 10/04/2023**	
Land	$19,200	**Land**	$47,900
AG Benefit	$0	**AG Benefit**	$0
Extra Features	$0	**Extra Features**	$0
Buildings	$0	**Buildings**	$0
Appraised(Just)	$19,200	**Appraised(just)**	$47,900
Assessed(estimated)	$19,200	**Assessed***	$47,900
Exemption(estimated)	$0	**Exemption**	$0
Taxable(estimated)	$19,200	**Taxable**	$47,900
*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**		*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	4923-0197	$100	2016-02-26	Quit Claim Deed (QC)
1	4923-0187	$100	2016-02-26	Quit Claim Deed (QC)
2	4726-0470	$100	2015-01-22	Certificate of Title (CT)
3	3419-2911	$6,361,900	2007-02-16	Warranty Deed (WD)
4	3059-2142	$100	2002-05-28	Corrective Deed (CD)
5	2254-0454	$807,900	2002-05-28	Warranty Deed (WD)
6	1120-0177	$0	1993-04-16	Personal Representative Deed (PR)
7	1120-0176	$0	1993-04-15	Personal Representative Deed (PR)

Land Information - Total Acreage: 95.80

Land Description	Units	Depth	Land Type	Land Value
CONSERVATION	95.80	0.00	AC	$19,200

Legal Description

Legal Description SW 1/4 LESS NW 1/4 OF NW 1/4 OF SW 1/4 & LESS NE 1/4 OF NW 1/4 OF SW 1/4 & LESS BEG N 1/4 COR OF SEC 31, E 615.20 FT, S 295.16 FT, E 724.25 FT TO PT ON E LINE OF W 1/2 OF NE 1/4, S 808.04 FT, N 82 DEG W 120.96 FT, N 16 DEG W 177.52 FT, N 30 DEG W 459.91 FT, N 71 DEG W 504.82 FT, N 7 DEG W 272.83 FT, N 79 DEG W 219.07 FT, S 54 DEG W 24.72 FT, S 8 DEG W 194.08 FT, S 3 DEG E 351.76 FT, S 64 DEG W 119.31 FT, N 28 DEG W 743.69 FT, N 74.25 FT, N 6 DEG E 141.85 FT, N 13 DEG E 119.47 FT, N 27 DEG E 245.96 FT, N 76 DEG E 370.10 FT TO PT ONE LINE OF SW 1/4, S 428.93 FT TO POB LYING WITHIN SEC 30 ORD #97-03 LESS BEG AT CENTER OF 30/25/29, S 667.51 FT, N 89 DEG W 475.06 FT, S 1902.17 FT, S 13 DEG W 102.59 FT, S 6 DEG W 141.85 FT, S 74.25 FT, S 24 DEG W 1751.49 FT, S 31 DEG E 685.54 FT, S 80 DEG E 1301.48 FT TO NLY RW CSX RR, S 58 DEG W 86.83 FT, W 18.86 FT, S 58 DEG W 384.87 FT, S 11.80 FT, S 58 DEG W 104.06 FT, N 82 DEG W 1014.55 FT, N 31 DEG W 1297.38 FT, N 24 DEG E 1852.84 FT, N 2008.26 FT, N 89 DEG W 341.79 FT TO SE COR OF NE 1/4 OF NW 1/4 OF SW 1/4 OF 30-25-29 N 663.74 FT, S 89 DEG E 1360.53 FT TO POB & LESS COM AT S 1/2 COR OF 30-25-29, N 581.59 FT TO POB; & POC, CONC E, RAD 2144.50 FT, CENT ANG 04 DEG, NLY ALONG CURVE 166.21 FT, N 1245.01 FT, S 89 DEG E 6.47 FT, S 1410.95 FT TO

NUMBER
407-742-5000

EMAIL
nfo@property-appraiser.org

ADDRESS
Property Appraiser's Office
2505 E Irlo Bronson Memorial Hwy
Kissimmee, FL 34744

View Map

Business Hours

HOURS OF OPERATION

Monday - Friday : 8am to 5pm
Closed Saturday and Sunday

About the Property Appraiser

- Katrina S. Scarborough CFA, CCF, MCF
- Accessibility
- Career Opportunities
- Departments
- Holiday Schedule

Other County Agencies

- Board of County Commissioners
- Clerk of the Courts
- Sheriff's Office
- Supervisor of Elections
- Tax Collector

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18 ACRES
Possible future development

S Bass Rd
Shingle Creek Regional Park
Shingle Creek
Osceola County Solid Waste
Bass Pet Resort & Spa
S Hoagland Blvd
Hangar Rd
Jack Calhoun Dr
Max Audio
Pet Cremation of Kissimmee
Suhls Ln
Greenskeep Dr
Pineapple Way
Mary Frances Dr
Roscoe Dr
Lester Dr
Palmer Dr
Jack Calhoun Dr
Gilbert Ave
Village Way
Country Club Village Mobile Home
W Pershing St
Bright & Clean ASC
Davis St
Data Cay Dr
Rustler Rd
La Familia Pawn and Jewelry
Philadelphia Cir
Luv-A-Lawn and Pest Control
Baker Dr
WM - Osceola Hauling
Pug Mill Rd
Old Tampa Hwy
Pleasant Hill
Google Earth
Image © 2024 Airbus
N
2000 ft

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M
Date Issued: July 27, 2023

Corrected Copy April 30, 2024

Permittee:	UMAM, LLC Shingle Creek Mitigation Group, LP
Project:	Shingle Creek Mitigation Bank
Application No.	210525-6295
Location:	Osceola County, See Exhibit 1

Your application for a Mitigation Bank Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330 and 62-342, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Lisa Prather, PWS
Section Administrator

Permittees:

UMAM, LLC
205 Abbey St
Birmingham, MI 48009

Shingle Creek Mitigation Group, LP
612 East 11 Mile Road
Royal Oak, MI 48067

South Florida Water Management District
Mitigation Bank Permit No. 49-01937-M

Date Issued: July 27, 2023	**Expiration Date:** July 27, 2028
Project Name:	Shingle Creek Mitigation Bank
Permittees:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Operating Entity:	UMAM, LLC 205 Abbey St Birmingham, MI 48009 Shingle Creek Mitigation Group, LP 612 East 11 Mile Road Royal Oak, MI 48067
Location:	Osceola County
Permit Acres:	534.96 acres
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3169A
Total Potential Credits:	0.00
Conservation Easement to District:	Yes
Sovereign Submerged Lands:	No

Project Summary
The Environmental Resource Permit authorized construction and operation of a 534.96 acre mitigation bank project known as Shingle Creek Mitigation Bank in Osceola County.

Project Site Description
Shingle Creek Mitigation Bank (SCMB) is located southwest of Kissimmee, off of Old Tampa Highway, southeast of Poinciana Boulevard and encompasses portions of Shingle Creek in Sections 30 and 31, Township 25S, Range 29E and Sections 25 and 36, Township 25S, Range 28E in Osceola County. To the north of the project lies property in both public and private ownership. To the west the property borders Poinciana Boulevard, a residential development, County owned property and District owned Save Our

Rivers (SOR) lands. To the south the property borders Old Tampa Highway and undeveloped wetlands under private ownership. To the east, the property borders a residential development and an industrial park.

Current Authorization (Application No. 210525-6295)
This modification authorizes the removal of a 17.94 acre parcel from the mitigation bank and the addition of a 29.27 acre parcel to the mitigation bank. This exchange results in a total of 534.96 acres in the mitigation bank, and the removal of 2.47 forested credits from the ledger. This modification also corrects errors in the credit calculations from previous reductions in bank area via Applications 150709-20 and 170330-12. The new parcel has the potential to gain 2.47 forested credits but no credits are currently released for the new addition.

Refer to Exhibit 6.0 for the updated mitigation bank ledger.

Background
On December 21, 1999 a Noticed General Permit (No. 49-01018-P) was issued for a project known as Logging a Cypress Swamp.

Permit Modification History
On January 13, 2009, an ERP was issued to construct and operate a 619-acre mitigation bank. [Application No. 070321-21]

On October 28, 2013, a modification was issued for a five year permit extension. [Application No. 130925-9]

On April 8, 2016, a minor modification was issued for the proportional adjustment of mitigation bank credits and financial assurance to correspond to a 84.99 acre reduction in project acreage, as well as, the addition of a new permittee. [Application No. 150709-20]

On May 16, 2017, a minor modification was issued for an adjustment of mitigation bank credits to correspond with a 10.11 acre reduction in project acreage. [Application No. 170330-12]

On November 14, 2018, a minor modification was issued to modify the Work Schedule due dates. [Application No. 181109-2]

Please see Exhibit 5.0 for a list of authorizations that constitute this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system will be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The Permittee has provided the existing Access Easment (Exhibit 4.1) recorded in Osceola County ORB 3759, PG 1912 for the access to the added parcel in the South East portion of the permitted area.

The applicant provided an additional draft Access Easement (Exhibit 4.0) that will grant the South Florida Water Management District ingress and egress to the Conservation Easement area. Within 30 days of permit issuance, a copy of the executed and recorded easement must be provided to the District's Environmental Resource Compliance staff.

Engineering Evaluation:

Water Quality
There are no construction activies planned for this project, therefore, no adverse water quality impacts are anticipated as a result of the proposed project since the pre-development condition is the same as the post-development condition with respect to the site's surface water flow. Also, removal of the feral pig population will result in less rutting and thus less soil erosion from the site, and removal of the cattle will result in water quality improvements due to decreased nutrient loading and fewer eroded cattle crossings in the area.

Water Quantity
There are no works planned for this phase of the mitigation bank. Therefore, the post-development discharge will be the same the pre-development discharge.

Environmental Evaluation:

Environmental Evaluation
This application (210525-6295) is to authorize the removal of a 17.94 acre parcel from the mitigation bank and to add a 29.27 acre parcel to the bank. The locations of the removal and addition parcels are shown in Exhibit 3.0.1. The parcel removal results in the reduction of total potential credits for the bank by 2.47 forested credits. The ledger has been updated to reflect the 17.94 acre removal, and the total number of released credits has been corrected to account for errors in the credit releases from Applications 150709-20 and 170330-12. The credit releases that have previously occurred were based on percentages of the total number of potential credits, and have been adjusted to reflect the new total potential credits following the parcel removals in Applications 150709-20, 170330-12, and 210525-6295. See Exhibit 3.4.1 for the UMAM scoring for the parcel addition and the ledger correction calculations. The updated ledger can be found in Exhibit 6.0. The closing balance on the ledger is 8.59 forested credits and -0.91 herbaceous credits.

The new parcel has the potential to gain 2.47 forested credits as shown in the table below, but no credits are currently released for the new addition.

Mitigation Plan
The proposed mitigation plan and success criteria for the 29.27 acre parcel addition can be found in Exhibit 3.0.1. The plan includes treatment of nuisance and exotic vegetation, planting of basin swamp trees and groundcover species, removal of interior fencing, and installation of external fencing. The addition parcel will be incorporated into the annual monitoring plan that is currently implemented for the existing bank area.

The financial assurance mechanism is also being updated to account for the acreage change, see Exhibit 3.1.1. The updated cost estimates can be found in the ePermitting file. A conservation easement will be recorded over the addition parcel, and a title insurance commitment is required. See Exhibit 3.2.1 for the draft conservation easement, and Exhibit 3.3.1 for the title commitment.

All special conditions, work schedules, and exhibits as found in Permit No. 49-01937-M continue to apply unless otherwise modified by the District. See Exhibit 5.0.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	464.61	acres
Wetland and Other Surface Water Impacts:	0	acres
Total Onsite Mitigation Area:	536.08	acres
Is a conservation easement proposed?:		

Shingle Creek Mitigation Bank

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
SW1	0.7	Preservation	Rivers, Streams and Waterways	Rivers, Streams and Waterways	0.53	0.56	1	1	0.8	0.017
U1f	15.23	Preservation	Pine-Mesic Oak	Pine-Mesic Oak	0.05	0.7	1	1	0.8	7.920
U1h	9.24	Preservation	Pastures	Pastures	0.05	0.7	1	1	0.8	4.805
U2	21.2	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	11.024
U3	25.8	Preservation	Pine Flatwoods	Pine Flatwoods	0.05	0.7	1	1	0.8	13.416
W1f	271.54	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	21.723
W1h	43.5	Preservation	Vegetated Non-Forested Wetlands	Vegetated Non-Forested Wetlands	0.5	0.6	1	1	0.8	3.480
W2	63.2	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	5.056
W3	56.4	Preservation	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.5	0.6	1	1	0.8	4.512
Total: 506.81										**71.953**

29.27 Acre Addition

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
W1	23.9	Restoration	Basin Swamp	Basin Swamp	0.5	0.7	16 - 20	1.5	1.0	1.897
W2	5.37	Enhancement	Basin Swamp	Basin Swamp	0.6	0.733	1	1	0.8	0.571
Total: 29.27										**2.468**

Related Concerns:

Historical/Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

Water Use Permit Status
The applicant has indicated that dewatering is not required for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction phase of this permit shall expire on the shown on Page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Shingle Creek Mitigation Group, LP and UMAM, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Submit an executed recorded copy of the Access Easement granted to the South Florida Water Management District must be provided to the District's ERB staff within 30 days of permit issuance.

4. (a) In accordance with the schedule attached as Exhibit No. 2 (see Application No. 070321-21) and prior to the release of any credits from the bank, the permittee shall submit to the District, for review and approval in accordance with Exhibit No. 2 (see Application No. 070321-21) , two (2) copies of the following:

   1. Final executed draft in recordable form of conservation easement.
   2. Site map of conservation easement
   3. Signed and sealed survey by professional surveyor with legal description
   4. Certified appraisal of the market value of property 5. Title insurance commitment and owner's title policy

   (b) Within 30 days of District approval of the above listed items, the permittee shall record a conservation easement for the 534.95 acres bank property for which the release of credits is sought and submit two (2) certified copies to the district. The conservation easement shall be granted to the District and FDEP and shall contain the activity restrictions set forth in section 704.06(1) F.S. The recorded conservation easement shall be in conformance with the draft conservation easement attached as Exhibit No. 2. The District must approve any amendments to the conservation easement.

   (c) Prior to recordation of the conservation easement for the bank project, the bank sponsor shall procure waivers of surface exploration rights for the bank site. the waiver form shall be subject to the approval of the District prior to recordation of the conservation easment.

5. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project details and methods indicated on the attached permit Exhibits and described herein.

6. The permittee shall, every two years, adjust the amount of financial responsibility provided for the implementation and long term management of the bank. The cost adjustment, along with supporting documentation, shall be submitted to the District for review and approval. Any significant change in the cost estimate (>10%) may result in a modification to required deposits into the construction and implementation fund. The amount of financial responsibility provided for construction and implementation shall be adjusted as follows:

   (A) The permittees shall, every two (2) years, adjust the amount of financial responsibility provided for construction and implementation and for the long-term management of the bank. Every two (2) years, the permittees shall submit to the District a cost adjustment statement accompanied by supporting, verifiable documentation based upon a third party performing the work at the fair market value of the

services. Mitigation implementation and long term management costs shall be listed separately. The cost adjustment statements shall include inflation as well as changes in the cost to carry out the construction and implementation (i.e., initial exotic species removal and control, planting, structure installation, consultant fees, monitoring activities and reports) and long term management (i.e., nuisance/exotic species control, maintenance of fences, consultant fees, monitoring activities and reports, and any other costs associated with long-term management) activities required for compliance with this permit.

(B) If the value of the construction and implementation performance bond is less than the total amount of the current implementation cost estimate, or if the annual interest generated by the long-term management trust fund is less than the currently estimated annual costs of long-term management, the permittees shall upon District approval of the cost adjustment statement, increase the value of the financial mechanism(s) to reflect the new estimate within 60 days.

(C) If the value of the implementation performance bond is greater than the total amont of the current construction and implementation cost estimate, or if the annual interest generated by the long-term management trust fund is greater than the currently estimated annual costs of long-term management, the permittees may reduce the value of the financial assurance mechanism(s) to reflect the new estimate upon receiving District approval of the cost adjustment statement.

(D) The permittees shall adjust the amount of the implementation performance bond and/or long-term management trust fund at times other than the cost adjustment period when the costs associated with compliance with the permit conditions exceed the current amount of financial responsibility and such financial assurances are deemed necessary to ensure compliance with the permit conditions.

(E) Upon completion of an activity, the permittee may request a reduction in the required amount of the implementation performance bond to the amount specified in the most recent required cost estimate for the remaining phases of construction (Exhibit 2 ((see Application No. 070321-21) or the most recent cost adjustment).

7. The permittees shall maintain in perpetuity all of the physical components of the mitigation bank, including fences, access gate(s), signage and other physical components necessary for the continued operation, maintenance and long-term management of this mitigation bank as permitted. This permit does not authorize any construction or earthwork activities except for those explictly descibed within the staff report.

8. Any future changes in land use or treatment of wetland and/or upland areas may require a permit modification and additional review by District environmental/engineering staff. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

9. This application authorizes a total of 71.95 credits for the preservation of the property which includes recording a conservation easement over 534.96 acres, establishment of financial assuraneces in accordance with the special conditions and attached exhibits, removal and control of nuisance and exotic species and the implementation of a land management plan as described in the staff report and the special conditions of this application. The applicant may submit a request to modify this permit to perform additional activities, including hydrologic enhancement, which may result in the realization of additional credits. The future modification(s) will be based on the potential for additional vegetative improvement as well as hydrologic enhancement/restoration of the mitigation bank site. The potential hydrologic improvements will likely include the construction of control structures and berms where uncontrolled runoff currently occurs into the creek and/or into Oren Brown Canal. In order for the

applicant to demonstrate the amount of hydrologic, vegetative and ecological improvement that may occur, a comprehensive and quantifiable baseline conditions report as well as measurable success criteria must be submitted. Although the information submitted thus far relies on performance based success criteria, the analysis must also include a comparison of current hydrologic and vegetative conditions to potential future conditions in order to demonstrate the potential lift. The vegetative components of the baseline report must include, but are not limited to: - Established transects and quadrats with permanent photostations - List and percent cover of all species contained within each transect and quadrat - Percent cover of OBL, FACW, FAC and UPL species within each transect and quadrat - Quantitative description and list of canopy trees including percent cover and DBH - Nuisance and exotic vegetation coverage within each monitoring area - Wildlife observations The hydrologic elements of the baseline report must include but are not limited to: - An analysis of both the current and proposed condition in sufficient detail to support the proposed enhancement credit for the hydroperiod of each mitigation polygon - Hydrologic measurements including depth and duration of saturation/ inundation. - Construction details of all structures and proposed earthwork The success criteria for the project must include: - Specific quantifiable goals of the proposed enhancement activities - Specify a reference wetland for each habitat type - A detailed planting plan for each polygon - UMAM data sheets for each polygon - Specific success criteria for each polygon. The documentation of the factors listed above will be utilized to determine the full number of potential credits that are available to the bank. The vegetative elements, in particular, are critical components of the current mitigation plan for preservation only as they will document the potential for future enhancement credit over and above the preservation element. At this time, the District has not made a determination as to the potential number of credits that may be generated as a result of future modifications to the permit.

10. The mitigation plan includes the removal of feral pigs from the property. The control of feral pigs shall be the responsibilty of the applicant and shall in no way be interpreted to allow for hunting of native species on the property. In addition, the management and results of this activity shall be reported to the District in the annual monitoring reports.

11. A maintenance program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21) for the mitigation bank on a regular basis to ensure the integrity and viability of those areas as permitted. Coverage of exotic and nuisance species shall not exceed 1% total areal coverage after 5 years. Maintenance shall be conducted in perpetuity to ensure that the mitigation bank is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. In addition, the permittee shall manage the conservation areas such that nuisance plant species do not exceed 10% of areal cover.

12. The permittee shall be responsible for the successful completion of the mitigation bank, including the monitoring and maintenance of the bank for the duration of the mitigation plan, in accordance with the attached exhibits.

13. The work schedule shown in Exhibit 2 (see Application No. 070321-21) shall be implemented regarding the release of credits for sale within the mitigation bank.

14. A mitigation program for the Shingle Creek Mitigation Bank shall be implemented in accordance with the attached Exhibits. The permittee shall preserve 534.96 acres .

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. The mitigation bank credit ledger shall reflect a total of 71.95 credits which includes 63.67 forested credits and 8.28 herbaceous credits. The credits shall be release in accordance with the credit release schedule outlined below:

    20% (12.73 forested credits, 1.65 herbaceous credits) Submit conservation easement and financial assurance documentation

    20% (12.73 forested credits, 1.65 herbaceous credits) Installation of perimeter fencing, removal of interior fencing and signage

    5% (3.18 forested credits, 0.41 herbaceous credits) Removal and control of feral pigs

    45% (28.65 forested credits, 3.72 herbaceous credits) Nuisance and exotic vegetation removal and control

    10% (6.37 forested credits, 0.82 herbaceous credits) Reserve (Successful completion of five year monitoring program)

17. A monitoring program shall be implemented in accordance with Exhibit No. 2 (see Application No. 070321-21). Short-term monitoring reports must be submitted annually and must be conducted in accordance with the approved Monitoring Plan.

    The short term reports must include all of the information identified in the monitoring section of the approved mitigation plan and information sufficient to demonstrate whether the success criteria are being achieved.

    Once the bank has achieved success, long-term (perpetual) monitoring reports must be submitted annually, by January 31st for the previous year. All reports must include the information identified in the monitoring section of the approved mitigation plan, must demonstrate how the bank is continuing to meet (or not meet) the goals and objectives of the mitigation bank plan, and must include a log and aerial showing the location of all maintenance activities undertaken during the previous year and scheduled for the following year. These activities include, but are not limited to, floral and faunal exotic and nuisance treatment/control, and any other management activities performed, or scheduled to be performed, on the mitigation bank property.

18. Project implementation, maintenance/monitoring and long term management shall be accomplished in accordance with the attached Exhibits and in accordance with the Special Conditions outlined herein. Additionally, issuance of this permit is based on the District's reliance on information submitted and commitments made by the permittees that the proposed mitigation design presented in Exhibits will be achieved and that the targeted success criteria outlined in the staff report and in Exhibit 2 will be met. If at any time, the District determines that the targeted success criteria have not or are not being met for any phase and/or that the milestone events identified in the credit release schedule contained in Exhibit 2 have not been satisfactorily accomplished, then no mitigation credits shall be withdrawn or released, including for other activities, until it is demonstrated that the targeted success criteria and/or milestone events have been achieved.

19. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

20. Prior to the release of any credits, and within 30 days of permit issuance, the permittee shall provide the District with documentation that a trust fund in the amount of $386,444.40 has been established for the long term management of the Shingle Creek Mitigation Bank.

21. In conformance with the work schedule in Exhibit 2 (see Application No. 070321-21), the permittee shall provide an original letter of credit in the amount of $245,080.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan. The financial assurance shall be in substantial conformance with Exhibit No. 2 (see Application No. 070321-21). The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 2 (see Application No. 070321-21). Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

23. For the 29.27 acre parcel addition authorized under Application 210525-6295:

    A) Prior to the commencement of construction, and in accordance with the work schedule herein, the permittee shall submit for review and approval, one copy of the following as a package for review by District real estate staff:

    1. Project map identifying conservation areas

    2. Legal description of conservation areas

    3. Signed amended conservation easement form

    4. Sealed boundary survey of conservation area(s) by professional Land surveyor

    5. Title insurance commitment for the conservation easement naming the District as beneficiary using approved valuation. See Exhibit 3.3.1. 6. Data in accordance with paragraph E (below).

    B) The real estate information referenced in paragraph (A) above shall be reviewed by the District in accordance with the District's real estate review requirements. The easement shall be granted free of mortgages, liens, easements or other encumbrances or interests which the District staff states are contrary to the intent of the easement. The easement shall not be recorded until such approval is received.

    C) Once the Draft Amended Conservation Easement form is approved by the District, the permittee may commence with the Mitigation Plan. Upon completion of Phase 1 of the planting plan as outlined in the Mitigation Plan attached as Exhibit 3.0.1., the permittee shall record the Amended Conservation Easement over the real property designated as conservation/preservation areas on Exhibit 3.2.1, adding the 29.27 acre parcel constituting the additional conservation easement area and removing the 17.94 acre parcel constituting the removed conservation easement area. This Exhibit shall not be modified without a permit modification.

    D) In the event the conservation easement real estate information reveals encumbrances or interests in the easement which the District staff states are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests. If such are not

obtained, permittee shall be required to apply for a modification to the permit for alternative acceptable mitigation.

E) A CD or DVD containing the easement data supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet, shall be submitted.

F) Upon recordation of the amended conservation easement in the public records of Osceola County, the permittee shall submit one certified copy of the recorded conservation easements for the preservation/mitigation areas, and title insurance policy, via ePermitting or to the Environmental Resource Compliance staff in the local District service center.

24. A monitoring program shall be implemented for the mitigation bank in accordance with the updated Exhibit 3.0.1., with annual reports submitted to District staff.

25. For the 29.27 acre addition authorized under Application 210525-6295, the planting and mitigation plan shall be conducted in accordance with Exhibit 3.0.1.

Project Work Schedule for Permit No. 49-01937-M

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
SC 11	04/30/2024	Scmb Submit Original Long Term Mgmt Trust Fund	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Submit Original Letter Of Credit	04/15/2008	04/21/2016
SC 11	04/30/2024	Scmb Remove Cattle Lease	04/15/2008	04/20/2016
SC 11	04/30/2024	Scmb Install Perimeter Fencing	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Install Signage	07/01/2009	01/11/2017
SC 11	04/30/2024	Scmb Submit Baseline Monitoring Report	12/31/2027	07/17/2017
GC 2	02/18/2020	Certification (200130-2665)	02/17/2021	03/06/2023
GC 7	01/13/2009	Conversion/Transfer (070321-21)	01/13/2010	
SC 3	04/30/2024	Submit Recorded Access Easement granted to the SFWMD	Within 30 days of permit issuance	
SC 16	04/30/2024	Scmb Submit Monitoring Report 1	12/18/2018	10/23/2019
SC 16	04/30/2024	Scmb Submit Monitoring Report 2	03/19/2022	01/29/2021
SC 16	04/30/2024	Scmb Submit Monitoring Report 3	02/22/2022	02/03/2022
SC 16	04/30/2024	Scmb Submit Monitoring Report 4	02/22/2023	05/02/2023
SC 16	04/30/2024	Scmb Submit Monitoring Report 5	02/22/2024	02/07/2024
SC 16	04/30/2024	Scmb Submit Monitoring Report 6	02/22/2025	
SC 16	04/30/2024	Scmb Submit Monitoring Report 7	02/22/2026	
SC 16	04/30/2024	Scmb Submit Monitoring Report 8	02/22/2027	
SC 17	01/13/2009	Submittal Of Doc In Association With Conservation Easement (070321-21)	07/22/2016	04/25/2018
SC 23	04/30/2024	Application 210525-6295: Submit Real Estate Package For CE	Within 30 days of Phase 1 Completion	
SC 25	04/30/2024	Application 210525-6295: Submit Time Zero Report for Planted Areas	Within 30 days after Planting Complete Date	

GC = General Condition

SC = Special Condition

Distribution List

Julie Sullivan, ESA

Osceola County Engineer

US Army Corps of Engineers

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 210525-6295.

Exhibit No. 1.0 Location Map

Exhibit No. 3.0.1 Mitigation Plan - 29 Acre Addition

Exhibit No. 3.1.1 Financial Assurance Update - 29 Acre Addition

Exhibit No. 3.2.1 Draft Conservation Easement Amendment

Exhibit No. 3.3.1 Title Insurance Commitment - 29 Acre Addition

Exhibit No. 3.4.1 UMAM and Credit Adjustment - 29 Acre Addition

Exhibit No. 4.0 Access Easement (SFWMD)

Exhibit No. 4.1 Access Easement (Recorded)

Exhibit No. 5.0 Permit History

Exhibit No. 6.0 Mitigation Bank Ledger

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

SKETCH OF DESCRIPTION

OF LANDS SITUATED IN

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 29 EAST

OSCEOLA COUNTY, FL.

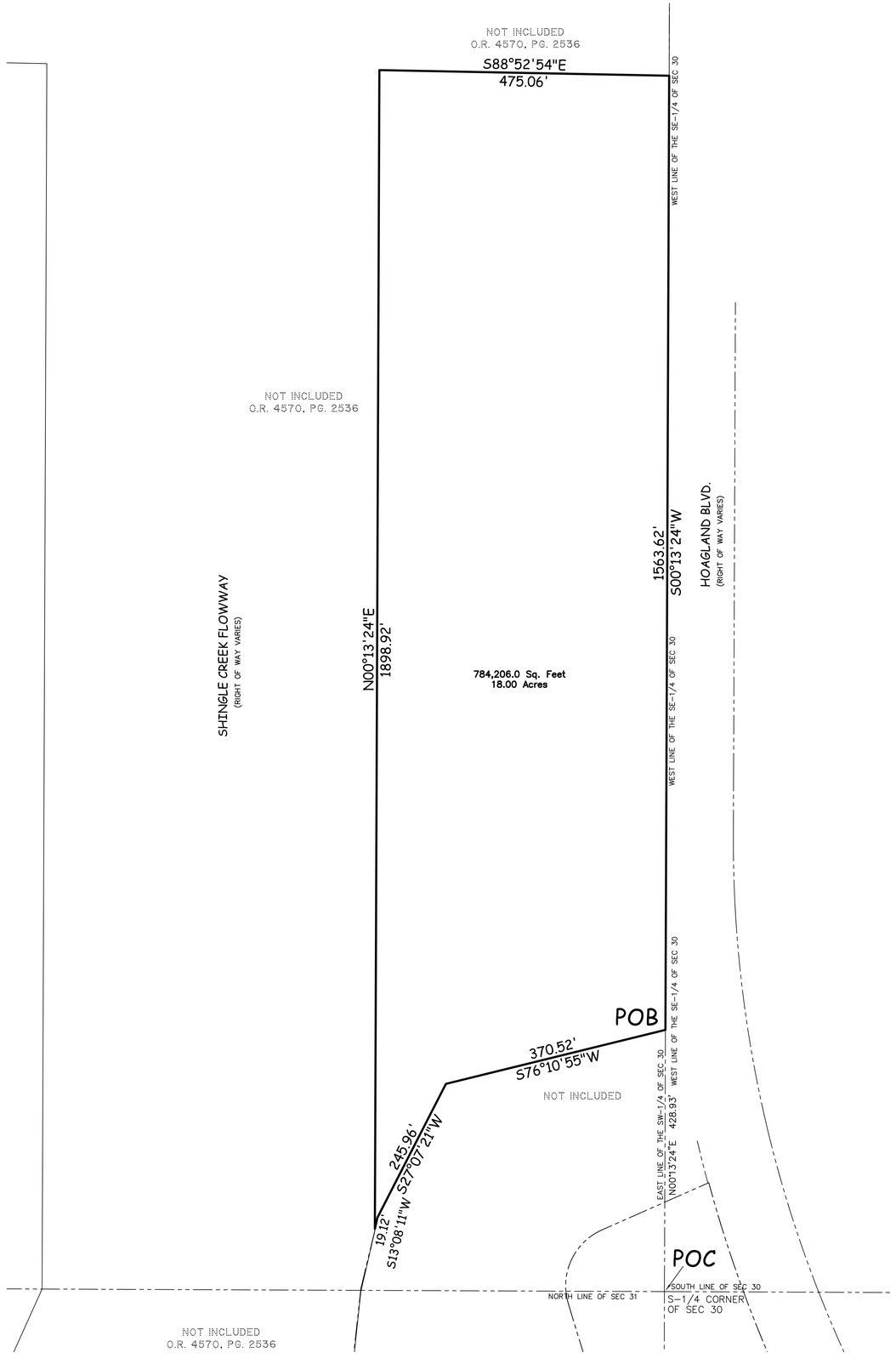
PARCEL 0080

DESCRIPTION PREPARED:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE N00°13'24"E ALONG THE WEST LINE OF SAID SE-1/4 LINE A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING; THENCE S76°10'55"W A DISTANCE OF 370.52 FEET; THENCE S27°07'21"W A DISTANCE OF 245.96 FEET; THENCE S13°08'11"W A DISTANCE OF 19.12 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 2536 OF THE PUBLIC RECORDS OF SAID OSCEOLA COUNTY; THENCE N00°13'24"E ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 1898.92 FEET; THENCE S88°52'54"E ALONG SAID TRACT A DISTANCE OF 475.06 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF HOAGLAND BOULEVARD; THENCE S00°13'24"W A DISTANCE OF 1563.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 18.00 ACRES MORE OR LESS OR LESS.



N

100' 0 100'

SCALE: 1"=100'

LEGEND:

▲ = SET PK NAIL AND DISC (LB 7970)
● = SET 5/8" IRON ROD&CAP (LB 7970)
■ = SET 4x4 CONCRETE MONUMENT
△ = FOUND NAIL AND DISC
○ = FOUND 3/8" IRON AND CAP
□ = FOUND 5/8" IRON AND CAP (FIRC)
▪ = FOUND 5"x5" CONCRETE MONUMENT (FCM)
+ = FOUND 1" IRON PIPE (FIP)
✦ = FOUND DRILL & X-CUT
BOC = BACK OF CURB
(C) = CALCULATED
Δ = CENTRAL ANGLE
CH = CHORD LENGTH
CN = CURVE NUMBER
CB = CHORD BEARING
CBS = CONCRETE BLOCK STRUCTURE
CBW = CONCRETE BLOCK WALL
C/L = CENTERLINE OF RIGHT-OF-WAY
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
DUE = DRAINAGE & UTILITY EASEMENT
EL = ELEVATION
EOP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCED CONCRETE PIPE
GOV = GOVERNMENT LOT
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LIFT STATION
(M) = MEASURED
MES = MITERED END SECTION
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)
OR = OFFICIAL RECORDS
P.B. = PLAT BOOK
PG. = PAGE
P.K. = PARKER KAYLON
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
R = RADIUS
(R) = RECORD
R/W = RIGHT-OF-WAY
RCP = REINFORCE CONCRETE PIPE
SEC = SECTION NUMBER
SFWMD = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SURVEYOR'S NOTES:

1. *PREPARED AS A SKETCH OF DESCRIPTION. *** NOT A SURVEY ****
2. *MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.*
3. *PARCEL MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).*
4. *IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.*
5. *MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.*
6. *THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.*
7. *PARCEL LIES IN FLOOD ZONE "AE", A FLOOD HAZARD AREA AS SHOWN ON FEDERAL INSURANCE RATE MAP COMMUNITY PANEL 12097C0065G, DATED 06/13/2013.*
8. *ALL BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST (SE-1/4) OF SECTION 30 AS BEARING N00°13'24"E ASSUMED.*
9. *SOME TOPOGRAPHIC FEATURES OR SYMBOLS MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.*
10. *DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.*

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I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.052 THRU 5J-17.053, FLORIDA ADMINISTRATIVE CODE.
I FURTHER CERTIFY THAT I AM AUTHORIZED TO AND HEREBY DO ADOPT AS MY OWN THE SURVEY AS SHOWN HEREON.
UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE LAND SURVEYOR NAMED HEREIN, THIS DRAWING IS NOT VALID AND IS FOR INFORMATIONAL PURPOSES ONLY.
STREET ADDRESS: 475 WEST LAKE BRANTLEY ROAD, ALTAMONTE SPRINGS, FL 32714

ROBERT A. ELLIS, P.L.S.
FLORIDA REGISTRATION NO. 6980
FOR THE FIRM
LB # 7970

DATE:

REVISIONS:

PREPARED FOR:
UMAM, LLC
5607 GLENRIDGE DR NE STE 200
ATLANTA, GA 30342

ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellissurveys.com

PROJECT NO. 21-1012-0080
SCALE: 1"=100'
DRAWN BY: BAE
CHECKED BY: CE-MGE
DATE DRAWN: 12/16/21
FIELD BOOK/PAGE: FILE

5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

memorandum

date	August 15, 2024
to	Daniel Aronoff, UMAM LLC
cc	Mark Serrahn, UMAM LLC
from	Steven Green, ESA, Julie Sullivan, ESA
subject	Shingle Creek Mitigation Bank Outparcel Wetland Trend

Compliance Summary

On October 23, 2019, the South Florida Water Management District (SFWMD) and Environmental Science Associates (ESA) conducted a site inspection of the Shingle Creek Mitigation Bank (SCMB). During the site inspection, SFWMD staff determined among other things that portions of the SCMB exhibited signs of hydrologic stress including treefall and soil subsidence. The portions of the SCMB that exhibited hydrologic stress were the two outparcels along the eastern side of Shingle Creek totaling approximately 18 acres along Hoagland Boulevard. on the eastern portion of parcel 30-25-29-00U0-0080-0000 s depicted on the attached Exhibit A (the "Parcel") On December 5, 2019, the SFWMD issued a non-compliance letter detailing the observations of the site inspection and requested a remedial action plan.

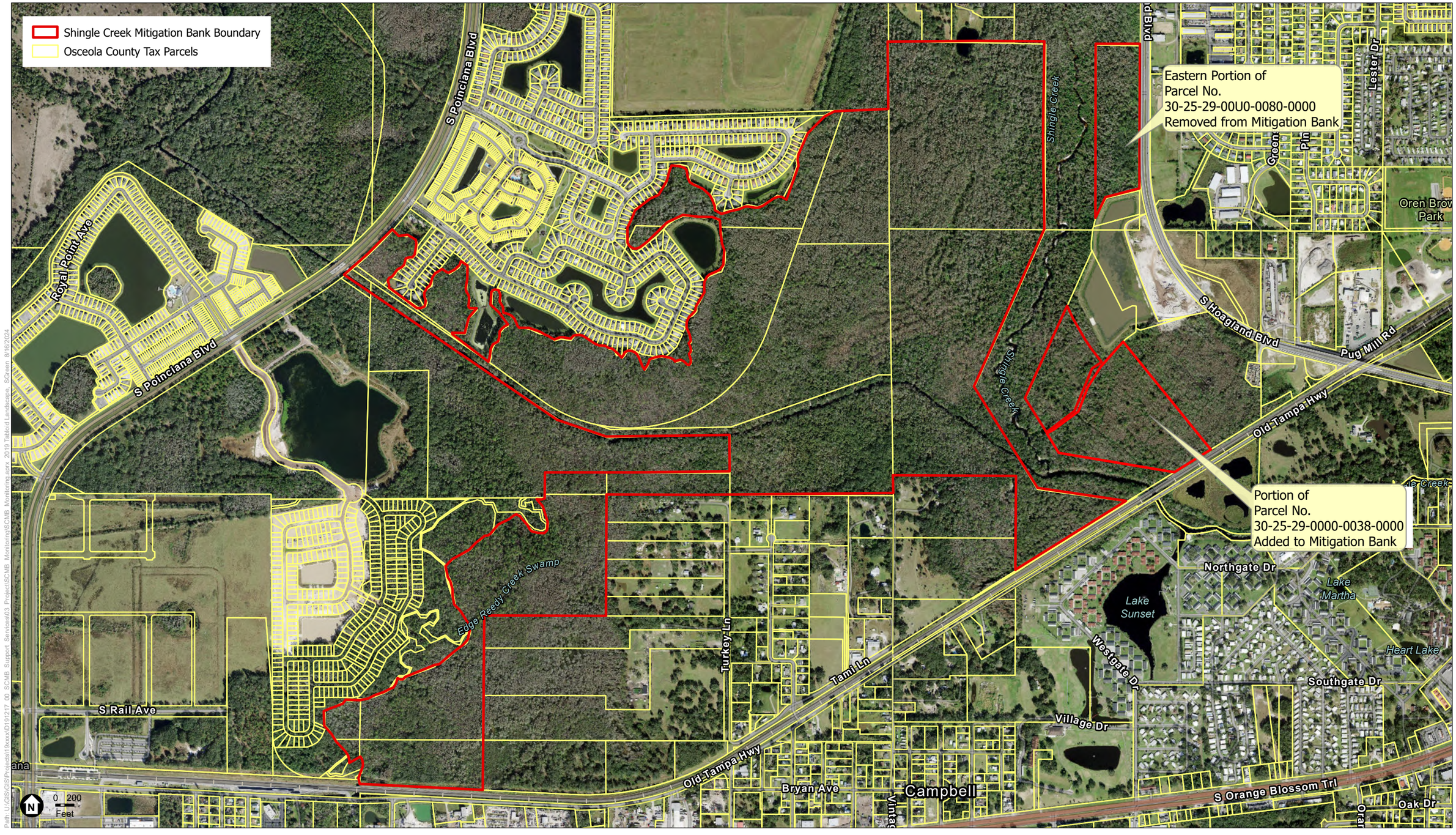
In response to this non-compliance letter, ESA developed a remedial action plan which among other things proposed the removal of the Parcel due concerns over the long-term viability of the wetlands within this parcel. Hydrology for wetland communities within the SCMB and larger Shingle Creek drainage basin is dictated by the US Army Corps of Engineers (USACE) regulation schedule for the S-61 Lock on the southern end of Lake Tohopekaliga. The current regulation schedule for the S-61 Lock has been in place since 1982 and is primarily being managed for flood control. This schedule holds water elevations between 52' and 55' NGVD (51.05' and 54.05' NAVD88) with peak stages between November and March (opposite of the typical Central Florida wet season). Within the boundaries of the SCMB, Shingle Creek occurs at an elevation of approximately 54' NAVD88, while the adjacent wetland systems are approximately six (6) feet above this elevation and are thus deprived of seasonal surface water flooding from Shingle Creek, outside of major storm events.

The effects of the artificially lowered tailwater are compounded by modified upstream inputs. Much of the basin upstream of the SCMB, particularly in Orange County, is developed and the creek channelized leading to brief high velocity peak flows as opposed to slowly moving sheet flow typical of floodplains and basin swamps. Combined with the artificially lowered tailwater, these modified high velocity discharges have led to scouring of Shingle Creek and the natural rivulets that drain the adjacent floodplain. This results in a topography that fails to hold surface water for time periods sufficient for optimal wetland function and has resulted in hydrologic stress

on the Parcel. Areas immediately adjacent to Shingle Creek, such as the Parcel, are generally the most impacted by this hydrologic manipulation.

The remedial action plan, which included the removal of the Parcel from the SCMB in exchange for the additions to the SCMB of another parcel, was formalized on April 1, 2021and included in a SFWMD permit Modification. This permit modification was finalized on May 30, 2024, under SFWMD Application No. 220222-33299. The condition for removal of the Parcel is addressed in Special Conditions section 23 therein.

Exhibit A



SOURCE: ESRI, Osceola County

Shingle Creek Mitigation Bank

Exhibit A
Mitigation Bank Boundary and Tax Parcels
Osceola County, FL

ESA

ITEM 4.C

Public Hearing — First Reading - Proposed Ordinance #26-08 — Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS): Hoagland Rd. Future Land Use Map Amendment - LUPA-25-0009

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Request

Requesting approval of a First Reading of proposed Ordinance #26-08 for a Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS) on approximately 157.31 acres of land on Parcel IDs: 30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000.

Explanation

Currently, these parcels are vacant. This Future Land Use Map Amendment is associated the portion of parcel ID: 30-25-29-00U0-0080-0000 west of Shingle Creek and Parcel IDs: 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000. This project is directly tied to ZMA-25-0012 and also associated with LUPA-25-0002 and ZMA-25-0004. In 1998/1999, Parcel ID: 36-25-28-00U0-0010-0000 was rezoned to the Cumbrian Lakes Resort Planned Unit Development (PUD). In 1999 Parcel ID: 25-25-28-00U0-0110-0000 was rezoned to the Liberty Village Short-term Rental PUD (SRPUD) from Agricultural zoning through Ordinance 99-22. Both of these Planned Unit Developments were rezoned through a Preliminary Plat associated with the PUD rezonings.

The change in the future land use map amendments to change 157.31 acres of land from Single-Family Low Density Residential to Conservation is consistent with the Policies and objectives seen in Goal 5 of the Comprehensive Plan, but most noticeably in Objectives 5.1.2 (Water Quality), 5.1.3 (Water Quantity), 5.1.4 (Maintenance of Floodplains) and 5.1.5 (Protect and Preserve Wetlands). The Future Land Use Map Amendments would help to prevent any new development on these parcels which help to preserve the wetlands and natural resources of the area. The properties also sit within the Conservation Overlay District.

The proposed future land use of Conservation (CONS) is compatible with the proposed zoning of the Agricultural and Conservation (AC) District. Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas. The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties designation.

<u>FINDINGS AND REASONS</u>

1. Compliance with Comprehensive Plan Policy 1.2.8.2: Conservation (CONS): Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas.
2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Comprehensive Plan Objective 5.1.2: Water Quality and its subsequent Policies: The water quality regulations established by the South Florida Water Management District (SFWMD) shall be enforced by the City, in order to protect the quality of current and projected future water sources and surface water run-off.
4. Compliance with Comprehensive Plan Objective 5.1.3: Water Quantity and its subsequent Policies: The City shall continue to maintain its adopted level of service standard in order to conserve the availability of current and future water sources.
5. Compliance with Comprehensive Plan Objective 5.1.4: Maintenance of Flood Plains and its subsequent Policies: The City shall continue to preserve floodways and prohibit their reduction in the available storage to the floodplain in order to protect and maintain their flood-carrying and flood storage capacity.
6. Compliance with Comprehensive Plan Objective 5.1.5: Protect and Preserve Wetlands and its subsequent Policies: The City's wetlands shall continue to be protected and preserved from physical and hydrologic alterations.
7. Compliance with Land Development Code 14-4-7.B, Conservation Overlay District, which is intended to protect the integrity of environmentally sensitive areas including wetlands, surface waters, floodplains, and special wildlife and plant habitats. This is to be achieved by requiring the preparation and implementation of an acceptable conservation impact report in conjunction with any development proposal submitted for a use permitted in the underlying zoning district. This report will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

Recommendation

Approve Final Reading of Proposed Ordinance #26-08.

The Development Review Committee (DRC) recommended approval on February 3, 2026.

The Planning Advisory Board recommended approval by a unanimous vote at their March 18, 2026, meeting.

REQUESTED CITY COMMISSION ACTION:

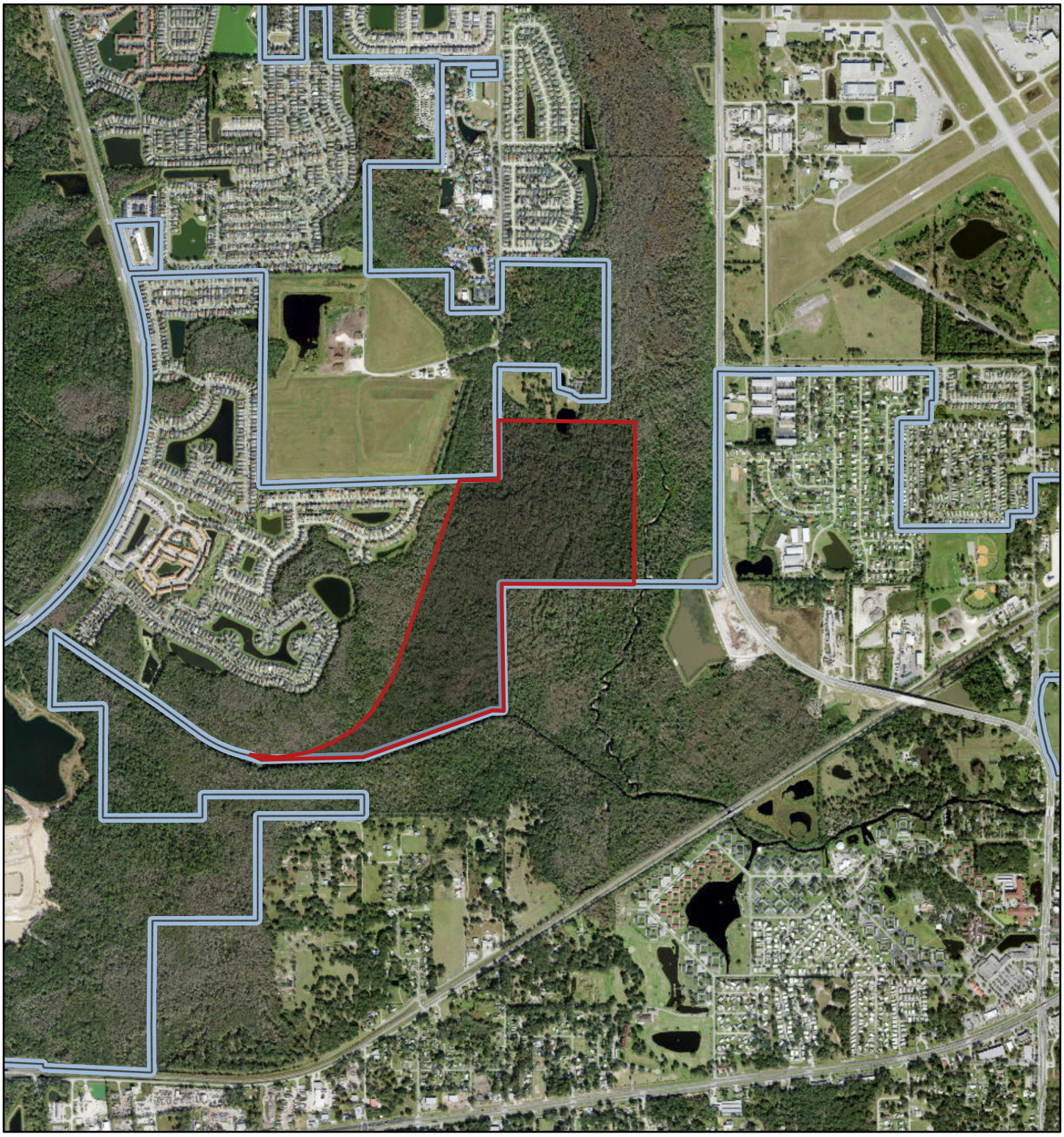
Approve

Department: Development Services
Presenter: Ryan Altizer

Attachment(s):
1. LUPA-25-0009 Aerial Map
2. LUPA-25-0009 Vicinity Map
3. LUPA-25-0009 Site Data Table
4. LUPA-25-0009 Hoagland Road Proposed Ord 26-08

5. LUPA-25-0009 CC Ad
6. LUPA-25-0009 DRC Comments
7. LUPA-25-0009 Supporting Docs

LUPA-25-0003
Hoagland Blvd Future Land Use Amendment
Parcel IDs: 25-25-28-00U0-0110-0000, 36-25-28-00U0-0010-0000 and 30-25-29-00U0-0080-0000



February 9, 2026

1:23,974

0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

State of Florida, Earthstar Geographics

Road Centerlines

City Limits

CITY

COUNTY

World Imagery

Low Resolution 15m Imagery

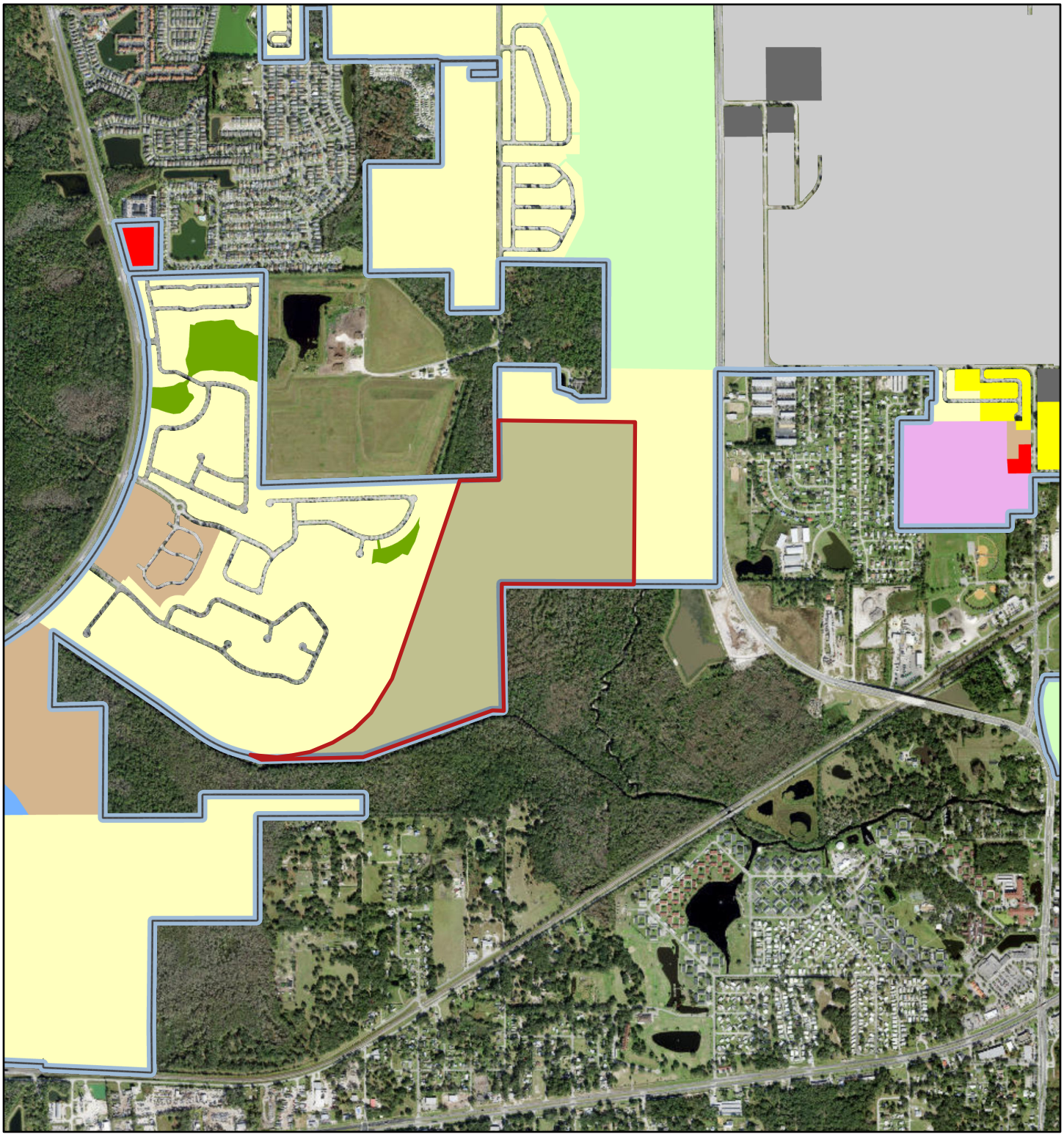
High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

LUPA-25-0009
Hoagland Blvd Future Land Use Amendment
Parcel IDs: 25-25-28-00U0-0110-0000, 36-25-28-00U0-0010-0000 and 30-25-29-00U0-0080-0000



February 9, 2026

Road Centerlines

City Limits

CITY

COUNTY

Future Land Use

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)
- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)

1:23,974

0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

Hoagland Rd. Future Land Use Map Amendment, LUPA-25-0009
Parcel IDs #30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000;
Site Data Tables

Site Data	
Size	+/- 157.31 acres
Future Land Use Designation	Single-Family Low Density Residential (SF-LDR)
Proposed Future Land Use Designation	Conservation (CONS)
Zoning District Designation	Short-Term Rental Planned Unit Development (SRPUD), Mixed-Use Planned Unit Development (MUPUD) – City and Agricultural Conservation (AC) – City
Proposed Zoning District Designation	Agricultural Conservation (AC) – City
Existing Overlay District	Conservation Overlay (CO) and the Multimodal Transportation District (MMTD)
Existing Use(s)	Vacant
Proposed Use(s)	N/A
Adjacent Land Use	
North	Institutional - County
South	Low Density Residential - County
East	Single-Family Low Density Residential (SF-LDR) – City and Low Density Residential - County
West	Single-Family Low Density Residential (SF-LDR) - City
Adjacent Zoning	
North	Institutional (IN) - County
South	Agricultural (AC) - County
East	Agricultural Conservation (AC) – City
West	Short-Term Rental Planned Unit Development (SRPUD) and Mixed-Use Planned Unit Development (MUPUD) – City
Zoning History	In 1998/1999 Parcel ID: 36-25-28-00U0-0010-0000 was rezoned to the Cumbrian Lakes Resort PUD and in 1999 Parcel ID: 25-25-28-00U0-0110-0000 was rezoned to the Liberty Village SRPUD.
Past/Current Project Tracking	N/A

Comprehensive Plan Summary
Policy 1.2.8.2: Conservation (CONS): Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas.

Potential Zoning Districts	AC and OS
	Form-based Districts: T1

Zoning District Standards District Summary
Land Development Code Section 14-4-4(A), AC, Agricultural and Conservation District. This district is primarily intended to allow the use of appropriate areas for agricultural production, the preservation of open spaces, and the conservation and management of soil, water, air, game and other natural resources and amenities. Areas zoned AC are also intended to provide for the development of large lot single family estate development which is compatible with adjacent agricultural activities, when appropriate.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Single-Family Low Density Residential (SF-LDR)	Conservation (CONS)
	Short-Term Rental Planned Unit Development (SRPUD), Mixed-Use Planned Unit Development (MUPUD) – City and Agricultural Conservation (AC) – City	Agricultural Conservation (AC) – City
	Vacant	N/A

Public Facilities Analysis	
Transportation	
Adjacent street	Hoagland Blvd
Street Quality of Service (QOS)	N/A – Compliance
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2	N/A – Compliance

acres per 1,000 population?	
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 26-08
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida ("City") adopted Ordinance No. 3050 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended; and

WHEREAS, City advertised the Comprehensive Plan amendment as required by Fla. Stat. § 166.041 and § 163.3184 for two (2) public hearings prior to adoption of this ordinance; and

WHEREAS, adjacent and affect property owners were properly notified as required by City Code and Florida Statutes; and

WHEREAS, the City Commission received the recommendation of the Planning Advisory Board (the Local Planning Agency "LPA").

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION, ASSEMBLED, AS FOLLOWS:

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION, ASSEMBLED, AS FOLLOWS:

SECTION 1. Amend the Land Use Plan as to the following area:

FROM: SF-LDR (Single-Family – Low Density Residential) – City

TO: CONS (Conservation) - City

The subject properties are located at Parcel IDs# 30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000

Legal Descriptions:

Parcel 1: 30-25-29-00U0-0080-0000
SW 1/4 LESS NW 1/4 OF NW 1/4 OF SW 1/4 & LESS NE 1/4 OF NW 1/4 OF SW 1/4 & LESS BEG N 1/4 COR OF SEC 31, E 615.20 FT, S 295.16 FT, E 724.25 FT TO PT ON E LINE OF W 1/2 OF NE 1/4, S 808.04 FT, N 82 DEG W 120.96 FT, N 16 DEG W 177.52

FT, N 30 DEG W 459.91 FT, N 71 DEG W 504.82 FT, N 77 DEG W 272.83 FT, N 79 DEG W 219.07 FT, S 54 DEG W 24.72 FT, S 8 DEG W 194.08 FT, S 3 DEG E 351.76 FT, S 64 DEG W 119.31 FT, N 28 DEG W 743.69 FT, N 74.25 FT, N 6 DEG E 141.85 FT, N 13 DEG E 119.47 FT, N 27 DEG E 245.96 FT, N 76 DEG E 370.10 FT TO PT ONE LINE OF SW 1/4, S 428.93 FT TO POB LYING WITHIN SEC 30 ORD #97-03 LESS BEG AT CENTER OF 30/25/29, S 667.51 FT, N 89 DEG W 475.06 FT, S 1902.17 FT, S 13 DEG W 102.59 FT, S 6 DEG W 141.85 FT, S 74.25 FT, S 24 DEG W 1751.49 FT, S 31 DEG E 685.54 FT, S 80 DEG E 1301.48 FT TO NLY RW CSX RR, S 58 DEG W 86.83 FT, W 18.86 FT, S 58 DEG W 384.87 FT, S 11.80 FT, S 58 DEG W 104.06 FT, N 82 DEG W 1014.55 FT, N 31 DEG W 1297.38 FT, N 24 DEG E 1852.84 FT, N 2008.26 FT, N 89 DEG W 341.79 FT TO SE COR OF NE 1/4 OF NW 1/4 OF SW 1/4 OF 30-25-29 N 663.74 FT, S 89 DEG E 1360.53 FT TO POB & LESS COM AT S 1/2 COR OF 30-25-29, N 581.59 FT TO POB; & POC, CONC E, RAD 2144.50 FT, CENT ANG 04 DEG, NLY ALONG CURVE 166.21 FT, N 1245.01 FT, S 89 DEG E 6.47 FT, S 1410.95 FT TO

Together with Parcel 2: 25-25-28-00U0-0110-0000
S 1/2 OF S 1/2 LYING E OF POINCIANA BLVD LESS EAGLE POINT PH 3 PB 10 PG 189-191 & LESS THAT PORTION OF THE FOLLOWING LYING WITHIN 25-25-28: BEG AT SE COR OF TRACT J EAGLE POINT PH 3 PB 10 PG 189, S 24 DEG W 618.21 FT, S 40 DEG W 290.69 FT, S 33 DEG W 148.44 FT TO NON-TANG CURVE, CURVE LEFT, RAD 100 FT, CENT ANG 50 DEG, ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO NON-TANG CURVE, CURVE LEFT, RAD 5000 FT, CENT ANG 07 DEG, ALONG CURVE 616.17 FT, N 53 DEG W 499.87 FT TO ELY R/W OF POIN BLVD & NON-TANG CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 15 DEG, ALONG CURVE 1031.12 FT, N 88 DEG E 520.40 FT, S 65 DEG E 795.94 FT TO POB & LESS BEG AT SELY COR OF TRACT 4 EAGLE POINTE PB 10 PG 1-3, E 2523.46 FT, S 19 DEG W 2486.02 FT TO POC, CURVE RIGHT, RAD 1600 FT, CENT ANG 106 DEG, (CH BEARING S 72 DEG W 2571.82 FT), ALONG CURVE 2987.13 FT, N 53 DEG W 2455.03 FT TO ELY R/W POIN BLVD & NON-TANG CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 13 DEG, (CH BEARING N 43 DEG E 891.48 FT), ALONG CURVE 893.44 FT, S 53 DEG E 499.87 TO POC, CURVE RIGHT, RAD 5000 FT, CENT ANG 07 DEG, (CH BEARING S 50 DEG E 615.78 FT), ALONG CURVE 616.17 FT, N 48 DEG E 213.68 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 50 DEG, (CH BEARING N 74 DEG E 85.82 FT), ALONG CURVE 88.70 FT, N 33 DEG E 148.44 FT, N 40 DEG E 290.69 FT, N 24 DEG E 844.71 FT, S 65 DEG E 408.52 FT, N 535.65 FT TO POB LYING WITHIN 25/25/28 & LESS BEG AT SE COR LOT 281 EAGLE POINTE PH 4 PB 11 PG 119-120, S 45 DEG E 44.01 FT, S 65 DEG E 102.50 FT, S 69 DEG E 115.98 FT, S 33 DEG E 110 FT, S 58 DEG W 23.12 FT TO POC, CONC SLY, RAD 545 FT, CENT ANG 05 DEG, (CH BEARING S 53 DEG W 52.86 FT), ALONG CURVE 52.88 FT, S 38 DEG E 204.62 FT, S 64 DEG W 83.33 FT, S 23 DEG W 73.10 FT, S 7 DEG W 77.84 FT, S 80 DEG W 34.68 FT, S 12 DEG W 141.71 FT, S 02 DEG E 107.58 FT, S 24 DEG W 149.23 FT, N 65 DEG W 814.33 FT, N 24 DEG E 650 FT, N 65 DEG W 122.92 FT, N 24 DEG E 194.71 FT TO PT ON SLY LINE TRACT 4, S 65 DEG E 408.52 FT TO POB & LESS COM AT SW COR OF TRACT 4 EAGLE POINTE PB 10 PG 1-3 BEING POC ON ELY R/W POINCIANA BLVD, CONC NWLY, RAD 3900 FT, CENT ANG 17 DEG (CH BEARING S 26 DEG W 1211.10 FT), ALONG CURVE 1266.02 FT TO POB; S 53 DEG E 452.77 FT TO POC, CONC WLY, RAD 25 FT, CENT ANG 92 DEG, (CH BEARING S 7 DEG E 36.05 FT) ALONG CURVE 40.26 FT, S 56 DEG E 50.23 FT TO NON-TANG CURVE, CONC SELY, RAD 45 FT, CENT ANG 87 DEG, (CH BEARING N 82 DEG E 62.37 FT), ALONG CURVE 68.90 FT, S 53 DEG E 63.74 FT TO

POC, CONC SWLY, RAD 970 FT, CENT ANG 01 DEG, (CH BEARING S 53 DEG E 18.10 FT), ALONG CURVE 18.10 FT, S 38 DEG W 121.74 FT, S 58 DEG E 49.25 FT, S 47 DEG E 48.04 FT, S 44 DEG E 49.02 FT, S 44 DEG E 308.12 FT, S 65 DEG E 122.57 FT, N 25 DEG E 110.06 FT TO NON-TANG CURVE, CONC NLY, RAD 530.07 FT, CENT ANG 00 DEG, (CH BEARING S 64 DEG E 7.51 FT), ALONG CURVE 7.51 FT, S 65 DEG E 33.93 FT, S 24 DEG W 110 FT, S 65 DEG E 660 FT, S 57 DEG E 47.45 FT, S 56 DEG E 45.53 FT, S 49 DEG E 45.53 FT, S 46 DEG E 53.22 FT, N 42 DEG E 175 FT TO POC, CONC SWLY, RAD 822 FT, CENT ANG 02 DEG, (CH BEARING S 49 DEG 37.97 FT), ALONG CURVE 37.97 FT, N 39 DEG E 141.44 FT, N 10 DEG E 52.35 FT, N 5 DEG W 51.98 FT, N 23 DEG W 51.98 FT, N 41 DEG W 51.98 FT, N 59 DEG W 51.98 FT, N 77 DEG W 51.98 FT, S 84 DEG W 51.98 FT, S 65 DEG W 51.98 FT, S 47 DEG W 54.13 FT, N 65 DEG W 280.39 FT, E 85.37 FT, N 72 DEG E 75.18 FT, N 54 DEG E 75.36 FT, N 44 DEG W 175 FT TO NON-TANG CURVE, CONC NLY, RAD 70 FT, CENT ANG 68 DEG, (CH BEARING S 80 DEG W 79.08 FT), ALONG CURVE 84.04 FT, N 65 DEG W 212.21 FT TO POC, CONC SLY, RAD 130 FT, CENT ANG 08 DEG, (CH BEARING N 69 DEG W 18.37 FT), ALONG CURVE 18.38 FT, N 16 DEG E 112.73 FT, S 33 DEG W 148.25 FT TO POC, CONC SWLY, RAD 100 FT, CENT AND 50 DEG, (CH BEARING S 74 DEG W 85.82 FT), ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO POC, CONC SWLY, RAD 5000 FT, CENT ANG 07 DEG (CH BEARING N 50 DEG W 617.24 FT), ALONG CURVE 617.64 FT, N 53 DEG W 498.39 FT TO POB LYING WITHIN 36/25/28

and

Together with Parcel 3: 36-25-28-00U0-0010-0000
N 1/2 LESS THAT PORTION LYING S OF OREN BROWN DRAINAGE CANAL AND LESS THAT PORTION LYING 100 FT NWLY OF OREN BROWN CANAL AND LESS BEG AT SE COR OF TRACT J, EAGLE POINT PH 3 PB 10 PG 189, S 24 DEG W 618.21 FT, S 40 DEG W 290.69 FT, S 33 DEG W 148.44 FT TO NON-TAN CURVE, CURVE LEFT, RAD 100 FT, CENT ANG 50 DEG, ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO NON-TAN CURVE, CURVE LEFT, RAD 5000 FT, CENT ANG 07 DEG, ALONG CURVE 616.17 FT, N 53 DEG W 499.87 FT TO ELY R/W OF POINCIANA BLVD & NON-TAN CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 15 DEG, ALONG CURVE 1031.12 FT, N 88 DEG E 520.40 FT, S 65 DEG E 795.94 FT TO POB ORD #2171 AND LESS BEG AT SELY COR OF TRACT 4, EAGLE POINTE PB 10 PG 1-3, E 2523.46 FT, S 19 DEG W 2486.02 FT TO POC, CURVE RIGHT, RAD 1600 FT, CENT ANG 106 DEG (CH BEARING S 72 DEG W 2571.82 FT), ALONG CURVE 2987.13 FT, N 53 DEG W 2455.03 FT TO ELY R/W POIN BLVD & NON-TAN CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 13 DEG, (CH BEARING N 43 DEG E 891.48 FT), ALONG CURVE 893.44 FT, S 53 DEG E 499.87 FT TO POC, CURVE RIGHT, RAD 5000 FT, CENT ANG 7 DEG, (CH BEARING S 50 DEG E 615.78 FT), ALONG CURVE 616.17 FT, N 48 DEG E 213.68 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 50 DEG, (CH BEARING N 74 DEG E 85.82 FT), ALONG CURVE 88.70 FT, N 33 DEG E 148.44 FT, N 40 DEG E 290.69 FT, N 24 DEG E 844.71 FT, S 65 DEG E 408.52 FT, N 535.65 FT TO POB LYING WITHIN 36/25/28 & LESS BEG AT SE COR LOT 281, EAGLE POINTE PH 4 PB 11 PGS 119-120, S 45 DEG E 44.01 FT, S 65 DEG E 102.50 FT, S 69 DEG E 115.98 FT, S 38 DEG E 110 FT, S 58 DEG W 23.12 FT TO POC, CONC SLY, RAD 545 FT, CENT ANG 5 DEG (CH BEARING S 53 DEG W 52.86 FT), ALONG CURVE 52.88 FT, S 38 DEG E 204.62 FT, S 64 DEG W 83.33 FT, S 23 DEG W 73.10 FT, S 7 DEG W 77.84 FT, S 80 DEG W 34.68 FT, S 12 DEG W 141.71 FT, S 02 DEG E 107.58 FT, S 24 DEG W 149.23 FT, N 65 DEG

W 814.33 FT, N 24 DEG E 650 FT, N 65 DEG W 122.92 FT, N 24 DEG E 194.71 FT TO PT ON SLY LINE TRACT 4, S 65 DEG E 408.52 FT TO POB LYING IN 36/25/28
A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **XX** day of **XXXX**, 2026.

_____
Mayor - Commissioner

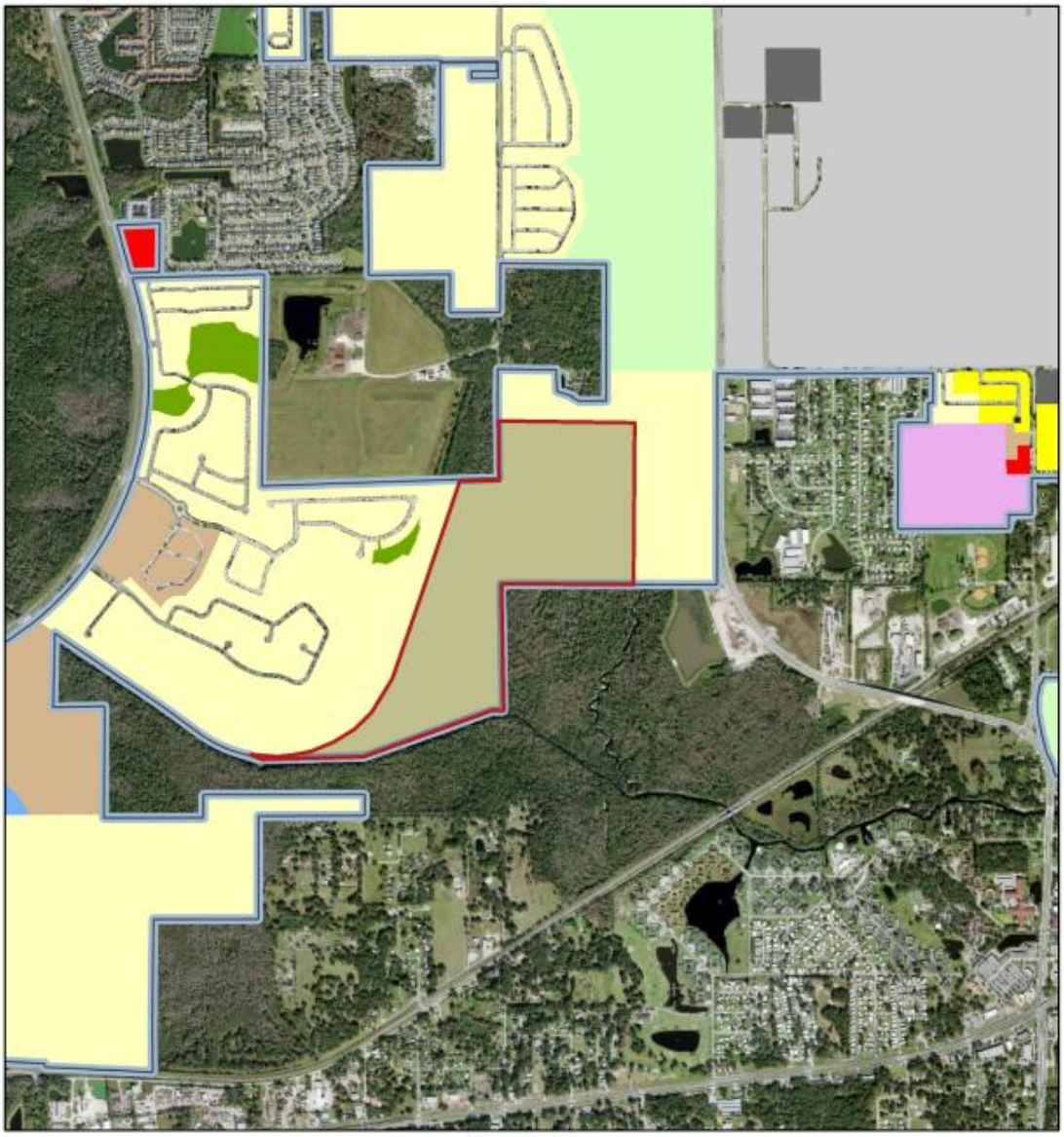
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

LUPA-25-0009
Hoagland Blvd Future Land Use Amendment
Parcel IDs: 25-25-28-00U0-0110-0000, 36-25-28-00U0-0010-0000 and 30-25-29-00U0-0080-0000



February 9, 2026

Road Centerlines

City Limits

CITY

COUNTY

Future Land Use

1:23,974

0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the first reading of the proposed ordinance on **Tuesday, June 2, 2026,** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE# **26-08**: AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3130. The proposed Ordinance would amend the 2026 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **SF-LDR (Single-Family – Low Density Residential) – City**

TO: **CONS (Conservation) - City**

The subject property is located at **Parcel IDs# 30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000**.

Legal Description:

Parcel 1: 30-25-29-00U0-0080-0000
SW 1/4 LESS NW 1/4 OF NW 1/4 OF SW 1/4 & LESS NE 1/4 OF NW 1/4 OF SW 1/4 & LESS BEG N 1/4 COR OF SEC 31, E 615.20 FT, S 295.16 FT, E 724.25 FT TO PT ON E LINE OF W 1/2 OF NE 1/4, S 808.04 FT, N 82 DEG W 120.96 FT, N 16 DEG W 177.52 FT, N 30 DEG W 459.91 FT, N 71 DEG W 504.82 FT, N 77 DEG W 272.83 FT, N 79 DEG W 219.07 FT, S 54 DEG W 24.72 FT, S 8 DEG W 194.08 FT, S 3 DEG E 351.76 FT, S 64 DEG W 119.31 FT, N 28 DEG W 743.69 FT, N 74.25 FT, N 6 DEG E 141.85 FT, N 13 DEG E 119.47 FT, N 27 DEG E 245.96 FT, N 76 DEG E 370.10 FT TO PT ONE LINE OF SW 1/4, S 428.93 FT TO POB LYING WITHIN SEC 30 ORD #97-03 LESS BEG AT CENTER OF 30/25/29, S 667.51 FT, N 89 DEG W 475.06 FT, S 1902.17 FT, S 13 DEG W 102.59 FT, S 6 DEG W 141.85 FT, S 74.25 FT, S 24 DEG W 1751.49 FT, S 31 DEG E 685.54 FT, S 80 DEG E 1301.48 FT TO NLY RW CSX RR, S 58 DEG W 86.83 FT, W 18.86 FT, S 58 DEG W 384.87 FT, S 11.80 FT, S 58 DEG W 104.06 FT, N 82 DEG W 1014.55 FT, N 31 DEG W 1297.38 FT, N 24 DEG E 1852.84 FT, N 2008.26 FT, N 89 DEG W 341.79 FT TO SE COR OF NE 1/4 OF NW 1/4 OF SW 1/4 OF 30-25-29 N 663.74 FT, S 89 DEG E 1360.53 FT TO POB & LESS COM AT S 1/2 COR OF 30-25-29, N 581.59 FT TO POB; & POC, CONC E, RAD 2144.50 FT, CENT ANG 04 DEG, NLY ALONG CURVE 166.21 FT, N 1245.01 FT, S 89 DEG E 6.47 FT, S 1410.95 FT TO

Together with Parcel 2: 25-25-28-00U0-0110-0000
S 1/2 OF S 1/2 LYING E OF POINCIANA BLVD LESS EAGLE POINT PH 3 PB 10 PG 189-191 & LESS THAT PORTION OF THE FOLLOWING LYING WITHIN 25-25-28: BEG AT SE COR OF TRACT J EAGLE POINT PH 3 PB 10 PG 189, S 24 DEG W 618.21 FT, S 40 DEG W 290.69 FT, S 33 DEG W 148.44 FT TO NON-TANG CURVE, CURVE LEFT, RAD 100 FT, CENT ANG 50 DEG, ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO NON-TANG CURVE, CURVE LEFT, RAD 5000 FT, CENT ANG 07 DEG, ALONG CURVE 616.17 FT, N 53 DEG W 499.87 FT TO ELY R/W OF POIN BLVD & NON-TANG CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 15 DEG, ALONG CURVE 1031.12 FT, N 88 DEG E 520.40 FT, S 65 DEG E 795.94 FT TO POB & LESS BEG AT SELY COR OF TRACT 4 EAGLE POINTE PB 10 PG 1-3, E 2523.46 FT, S 19 DEG W 2486.02 FT TO POC, CURVE RIGHT, RAD 1600 FT, CENT ANG 106 DEG, (CH BEARING S 72 DEG W 2571.82 FT), ALONG CURVE 2987.13 FT, N 53 DEG W 2455.03 FT TO ELY R/W POIN BLVD & NON-TANG CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 13 DEG, (CH BEARING N 43 DEG E 891.48 FT), ALONG CURVE 893.44 FT, S 53 DEG E 499.87 TO POC, CURVE RIGHT, RAD 5000 FT, CENT ANG 07 DEG, (CH BEARING S 50 DEG E 615.78 FT), ALONG CURVE 616.17 FT, N 48 DEG E 213.68 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 50 DEG, (CH BEARING N 74 DEG E 85.82 FT), ALONG CURVE 88.70 FT, N 33 DEG E 148.44 FT, N 40 DEG E 290.69 FT, N 24 DEG E 844.71 FT, S 65 DEG E 408.52 FT, N 535.65 FT TO POB LYING WITHIN 25/25/28 & LESS BEG AT SE COR LOT 281 EAGLE POINTE PH 4 PB 11 PG 119-120, S 45 DEG E 44.01 FT, S 65 DEG E 102.50 FT, S 69 DEG E 115.98 FT, S 38 DEG E 110 FT, S 58 DEG W 23.12 FT TO POC, CONC SLY, RAD 545 FT, CENT ANG 05 DEG, (CH BEARING S 53 DEG W 52.86 FT), ALONG CURVE 52.88 FT, S 38 DEG E 204.62 FT, S 64 DEG W 83.33 FT, S 23 DEG W 73.10 FT, S 7 DEG W 77.84 FT, S 80 DEG W 34.68 FT, S 12 DEG W 141.71 FT, S 02 DEG E 107.58 FT, S 24 DEG W 149.23 FT, N 65 DEG W 814.33 FT, N 24 DEG E 650 FT, N 65 DEG W 122.92 FT, N 24 DEG E 194.71 FT TO PT ON SLY LINE TRACT 4, S 65 DEG E 408.52 FT TO POB & LESS COM AT SW COR OF TRACT 4 EAGLE POINTE PB 10 PG 1-3 BEING POC ON ELY R/W POINCIANA BLVD, CONC NWLY, RAD 3900 FT, CENT ANG 17 DEG (CH BEARING S 26 DEG W 1211.10 FT), ALONG CURVE 1266.02 FT TO POB; S 53 DEG E 452.77 FT TO POC, CONC WLY, RAD 25 FT, CENT ANG 92 DEG, (CH BEARING S 7 DEG E 36.05 FT) ALONG CURVE 40.26 FT, S 56 DEG E 50.23 FT TO NON-TANG CURVE, CONC SELY, RAD 45 FT, CENT ANG 87 DEG, (CH BEARING N 82 DEG E 62.37 FT), ALONG CURVE 68.90 FT, S 53 DEG E 63.74 FT TO POC, CONC SWLY, RAD 970 FT, CENT ANG 01 DEG, (CH BEARING S 53 DEG E 18.10 FT), ALONG CURVE 18.10 FT, S 38 DEG W 121.74 FT, S 58 DEG E 49.25 FT, S 47 DEG E 48.04 FT, S 44 DEG E 49.02 FT, S 44 DEG E 308.12 FT, S 65 DEG E 122.57 FT, N 25 DEG E 110.06 FT TO NON-TANG CURVE, CONC NLY, RAD 530.07 FT, CENT ANG 00 DEG, (CH BEARING S 64 DEG E 7.51 FT), ALONG CURVE 7.51 FT, S 65 DEG E 33.93 FT, S 24 DEG W 110 FT, S 65 DEG E 660 FT, S 57 DEG E 47.45 FT, S 56 DEG E 45.53 FT, S 49 DEG E 45.53 FT, S 46 DEG E 53.22 FT, N 42 DEG E 175 FT TO POC, CONC SWLY, RAD 822 FT, CENT ANG 02 DEG, (CH BEARING S 49 DEG 37.97 FT), ALONG CURVE 37.97 FT, N 39 DEG E 141.44 FT, N 10 DEG E 52.35 FT, N 5 DEG W 51.98 FT, N 23 DEG W 51.98 FT, N 41 DEG W 51.98 FT, N 59 DEG W 51.98 FT, N 77 DEG W 51.98 FT, S 84 DEG W 51.98 FT, S 65 DEG W 51.98 FT, S 47 DEG W 54.13 FT, N 65 DEG W 280.39 FT, E 85.37 FT, N 72 DEG E 75.18 FT, N 54 DEG E 75.36 FT, N 44 DEG W 175 FT TO NON-TANG CURVE, CONC NLY, RAD 70 FT, CENT ANG 68 DEG, (CH BEARING S 80 DEG W 79.08 FT), ALONG CURVE 84.04 FT, N 65 DEG W 212.21 FT TO POC, CONC SLY, RAD 130 FT, CENT ANG 08 DEG, (CH BEARING N 69 DEG W 18.37 FT), ALONG CURVE 18.38 FT, N 16 DEG E 112.73 FT, S 33 DEG W 148.25 FT TO POC, CONC SWLY, RAD 100 FT, CENT AND 50 DEG, (CH BEARING S 74 DEG W 85.82 FT), ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO POC, CONC SWLY, RAD 5000 FT, CENT ANG 07 DEG (CH BEARING N 50 DEG W 617.24 FT), ALONG CURVE 617.64 FT, N 53 DEG W 498.39 FT TO POB LYING WITHIN 36/25/28

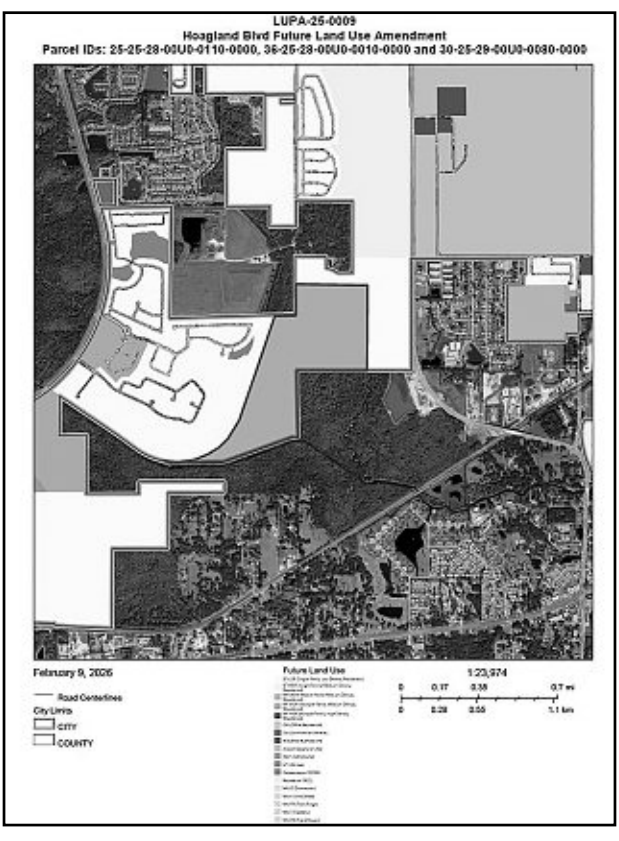
and

Together with Parcel 3: 36-25-28-00U0-0010-0000
N 1/2 LESS THAT PORTION LYING S OF OREN BROWN DRAINAGE CANAL AND LESS THAT PORTION LYING 100 FT NWLY OF OREN BROWN CANAL AND LESS BEG AT SE COR OF TRACT J, EAGLE POINT PH 3 PB 10 PG 189, S 24 DEG W 618.21 FT, S 40 DEG W 290.69 FT, S 33 DEG W 148.44 FT TO NON-TAN CURVE, CURVE LEFT, RAD 100 FT, CENT ANG 50 DEG, ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO NON-TAN CURVE, CURVE LEFT, RAD 5000 FT, CENT ANG 07 DEG, ALONG CURVE 616.17 FT, N 53 DEG W 499.87 FT TO ELY R/W OF POINCIANA BLVD & NON-TAN CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 15 DEG, ALONG CURVE 1031.12 FT, N 88 DEG E 520.40 FT, S 65 DEG E 795.94 FT TO POB ORD #2171 AND LESS BEG AT SELY COR OF TRACT 4, EAGLE POINTE PB 10 PG 1-3, E 2523.46 FT, S 19 DEG W 2486.02 FT TO POC, CURVE RIGHT, RAD 1600 FT, CENT ANG 106 DEG (CH BEARING S 72 DEG W 2571.82 FT), ALONG CURVE 2987.13 FT, N 53 DEG W 2455.03 FT TO ELY R/W POIN BLVD & NON-TAN CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 13 DEG, (CH BEARING N 43 DEG E 891.48 FT), ALONG CURVE 893.44 FT, S 53 DEG E 499.87 FT TO POC, CURVE RIGHT, RAD 5000 FT, CENT ANG 7 DEG, (CH BEARING S 50 DEG E 615.78 FT), ALONG CURVE 616.17 FT, N 48 DEG E 213.68 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 50 DEG, (CH BEARING N 74 DEG E 85.82 FT), ALONG CURVE 88.70 FT, N 33 DEG E 148.44 FT, N 40 DEG E 290.69 FT, N 24 DEG E 844.71 FT, S 65 DEG E 408.52 FT, N 535.65 FT TO POB LYING WITHIN 36/25/28 & LESS BEG AT SE COR LOT 281, EAGLE POINTE PH 4 PB 11 PGS 119-120, S 45 DEG E 44.01 FT, S 65 DEG E 102.50 FT, S 69 DEG E 115.98 FT, S 38 DEG E 110 FT, S 58 DEG W 23.12 FT TO POC, CONC SLY, RAD 545 FT, CENT ANG 5 DEG (CH BEARING S 53 DEG W 52.86 FT), ALONG CURVE 52.88 FT, S 38 DEG E 204.62 FT, S 64 DEG W 83.33 FT, S 23 DEG W 73.10 FT, S 7 DEG W 77.84 FT, S 80 DEG W 34.68 FT, S 12 DEG W 141.71 FT, S 02 DEG E 107.58 FT, S 24 DEG W 149.23 FT, N 65 DEG W 814.33 FT, N 24 DEG E 650 FT, N 65 DEG W 122.92 FT, N 24 DEG E 194.71 FT TO PT ON SLY LINE TRACT 4, S 65 DEG E 408.52 FT TO POB LYING IN 36/25/28

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3130, known as the Comprehensive Development Plan, which would change the 2026 Future Land Use Map of the Kissimmee Comprehensive Plan.

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.



Reference # DRC LUPA-25-0009
Hoagland Road

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 36-25-28-00U0-0010-0000 and 25-25-28-00U0-0110-0000 **DATE: 1/29/2026**
PERMIT NUMBER: LUPA-25-0009
REVIEW VERSION NUMBER: V.1

Review Status:
REVISE & RESUBMIT.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. This Future Land Use Map Amendment (LUPA) is linked to rezoning ZMA-25-0012.

2. The proposed future land use designation of Conservation (CONS) is compatible with the proposed zoning of Agricultural (AG) per Land Development Code Section 14-4-4.A and Comprehensive Plan Policy 1.2.8.2.

3. Need more clarity on the association with ZMA-25-0004 and LUPA-25-0002 before we can move this to a public hearing.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

REVIEW DUE DATE: 1/28/2026
PROJECT: Umam Land Use
DRC NUMBER: LUPA-25-0009
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Erika Allen - 407.518.2168 - Erika.Allen@kissimmee.gov
ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

GENERAL

- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###

DEVELOPMENT PROJECT COMMENT FORM

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 0 KISSIMMEE FL 34746 **DATE: 1/27/2026**
PLAN (DRC) NUMBER: LUPA-25-0009

Review Status:
APPROVED WITH COMMENTS.

AVIATION - Ramon Senorans - 407.518.2546 - Ramon.Senorans@kissimmee.gov

Comments/Conditions (if applicable):

1. **Proposed site is within 0.9 NM SW of the approach for Runway 06, departure end for Runway 24. Continuous loud aircraft noise is expected day and night for arriving and departing traffic when Runway 06/24 is in use, or during flight training activities performing circular traffic in the vicinity of the airport.**

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

December 4, 2025

Ashley Cornelison
Senior Planner, City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
407-518-2141
ashley.cornelison@kissimmee.gov

Re: Permission to Change Land Use and Zoning – UMAM LLC Parcels

Dear Ms. Cornelison:

UMAM LLC hereby gives permission to the City of Kissimmee to change the land use and zoning for the following parcels:

- 25-25-28-00U0-0110-0000
- 36-25-28-00U0-0010-0000
- The portion of 30-25-29-00U0-0080-0000 that is west of Shingle Creek

Specifically, UMAM LLC consents to changing the land use designation from Single Family Low Density Residential (SF-LDR) to Conservation (CONS), and the zoning from Planned Unit Developments (PUD) to Agricultural (AC), at no expense to UMAM LLC.

If you require any additional documentation or clarification, please contact Mark Serrahn at (810) 730-2596 (mserrahn@landoncompanies.com) at your convenience.

Sincerely,



Daniel J. Aronoff
UMAM LLC
5607 Glenridge Drive, NE, Suite 200
Atlanta, GA 30342
(248) 840-1476
daronoff@landoncompanies.com

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memprial Hwy, Kissimmee, FL 34744
Ph:(407) 742-5000 Fax:(407) 742-4900

Owner Information

Parcel ID:	25-25-28-00U0-0110-0000
Owner(S):	UMAM LLC
Mailing Address:	5607 GLENRIDGE DR NE STE 200 ATLANTA GA 30342
Property Address:	0 KISSIMMEE FL 34746
Primary Use:	NO AG ACREAGE-VAC (Code: 9901)
Tax District:	200 - KISSIMMEE

Legal Description

Legal Description: S 1/2 OF S 1/2 LYING E OF POINCIANA BLVD LESS EAGLE POINT PH 3 PB 10 PG 189-191 & LESS THAT PORTION OF THE FOLLOWING LYING WITHIN 25-25-28: BEG AT SE COR OF TRACT J EAGLE POINT PH 3 PB 10 PG 189, S 24 DEG W 618.21 FT, S 40 DEG W 290.69 FT, S 33 DEG W 148.44 FT TO NON-TANG CURVE, CURVE LEFT, RAD 100 FT, CENT ANG 50 DEG, ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO NON-TANG CURVE, CURVE LEFT, RAD 5000 FT, CENT ANG 07 DEG, ALONG CURVE 616.17 FT, N 53 DEG W 499.87 FT TO ELY R/W OF POIN BLVD & NON-TANG CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 15 DEG, ALONG CURVE 1031.12 FT, N 88 DEG E 520.40 FT, S 65 DEG E 795.94 FT TO POB & LESS BEG AT SELY COR OF TRACT 4 EAGLE POINTE PB 10 PG 1-3, E 2523.46 FT, S 19 DEG W 2486.02 FT TO POC, CURVE RIGHT, RAD 1600 FT, CENT ANG 106 DEG, (CH BEARING S 72 DEG W 2571.82 FT), ALONG CURVE 2987.13 FT, N 53 DEG W 2455.03 FT TO ELY R/W POIN BLVD & NON-TANG CURVE, CURVE LEFT, RAD 3900 FT, CENT ANG 13 DEG, (CH BEARING N 43 DEG E 891.48 FT), ALONG CURVE 893.44 FT, S 53 DEG E 499.87 TO POC, CURVE RIGHT, RAD 5000 FT, CENT ANG 07 DEG, (CH BEARING S 50 DEG E 615.78 FT), ALONG CURVE 616.17 FT, N 48 DEG E 213.68 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 50 DEG, (CH BEARING N 74 DEG E 85.82 FT), ALONG CURVE 88.70 FT, N 33 DEG E 148.44 FT, N 40 DEG E 290.69 FT, N 24 DEG E 844.71 FT, S 65 DEG E 408.52 FT, N 535.65 FT TO POB LYING WITHIN 25/25/28 & LESS BEG AT SE COR LOT 281 EAGLE POINTE PH 4 PB 11 PG 119-120, S 45 DEG E 44.01 FT, S 65 DEG E 102.50 FT, S 69 DEG E 115.98 FT, S 33 DEG E 110 FT, S 58 DEG W 23.12 FT TO POC, CONC SLY, RAD 545 FT, CENT ANG 05 DEG, (CH BEARING S 53 DEG W 52.86 FT), ALONG CURVE 52.88 FT, S 38 DEG E 204.62 FT, S 64 DEG W 83.33 FT, S 23 DEG W 73.10 FT, S 7 DEG W 77.84 FT, S 80 DEG W 34.68 FT, S 12 DEG W 141.71 FT, S 02 DEG E 107.58 FT, S 24 DEG W 149.23 FT, N 65 DEG W 814.33 FT, N 24 DEG E 650 FT, N 65 DEG W 122.92 FT, N 24 DEG E 194.71 FT TO PT ON SLY LINE TRACT 4, S 65 DEG E 408.52 FT TO POB & LESS COM AT SW COR OF TRACT 4 EAGLE POINTE PB 10 PG 1-3 BEING POC ON ELY R/W POINCIANA BLVD, CONC NWLY, RAD 3900 FT, CENT ANG 17 DEG (CH BEARING S 26 DEG W 1211.10 FT), ALONG CURVE 1266.02 FT TO POB; S 53 DEG E 452.77 FT TO POC, CONC WLY, RAD 25 FT, CENT ANG 92 DEG, (CH BEARING S 7 DEG E 36.05 FT) ALONG CURVE 40.26 FT, S 56 DEG E 50.23 FT TO NON-TANG CURVE, CONC SELY, RAD 45 FT, CENT ANG 87 DEG, (CH BEARING N 82 DEG E 62.37 FT), ALONG CURVE 68.90 FT, S 53 DEG E 63.74 FT TO POC, CONC SWLY, RAD 970 FT, CENT ANG 01 DEG, (CH BEARING S 53 DEG E 18.10 FT), ALONG CURVE 18.10 FT, S 38 DEG W 121.74 FT, S 58 DEG E 49.25 FT, S 47 DEG E 48.04 FT, S 44 DEG E 49.02 FT, S 44 DEG E 308.12 FT, S 65 DEG E 122.57 FT, N 25 DEG E 110.06 FT TO NON-TANG CURVE, CONC NLY, RAD 530.07 FT, CENT ANG 00 DEG, (CH BEARING S 64 DEG E 7.51 FT), ALONG CURVE 7.51 FT, S 65 DEG E 33.93 FT, S 24 DEG W 110 FT, S 65 DEG E 660 FT, S 57 DEG E 47.45 FT, S 56 DEG E 45.53 FT, S 49 DEG E 45.53 FT, S 46 DEG E 53.22 FT, N 42 DEG E 175 FT TO POC, CONC SWLY, RAD 822 FT, CENT ANG 02 DEG, (CH BEARING S 49 DEG 37.97 FT), ALONG CURVE 37.97 FT, N 39 DEG E 141.44 FT, N 10 DEG E 52.35 FT, N 5 DEG W 51.98 FT, N 23 DEG W 51.98 FT, N 41 DEG W 51.98 FT, N 59 DEG W 51.98 FT, N 77 DEG W 51.98 FT, S 84 DEG W 51.98 FT, S 65 DEG W 51.98 FT, S 47 DEG W 54.13 FT, N 65 DEG W 280.39 FT, E 85.37 FT, N 72 DEG E 75.18 FT, N 54 DEG E 75.36 FT, N 44 DEG W 175 FT TO NON-TANG CURVE, CONC NLY, RAD 70 FT, CENT ANG 68 DEG, (CH BEARING S 80 DEG W 79.08 FT), ALONG CURVE 84.04 FT, N 65 DEG W 212.21 FT TO POC, CONC SLY, RAD 130 FT, CENT ANG 08 DEG, (CH BEARING N 69 DEG W 18.37 FT), ALONG CURVE 18.38 FT, N 16 DEG E 112.73 FT, S 33 DEG W 148.25 FT TO POC, CONC SWLY, RAD 100 FT, CENT AND 50 DEG, (CH BEARING S 74 DEG W 85.82 FT), ALONG CURVE 88.70 FT, S 48 DEG W 213.68 FT TO POC, CONC SWLY, RAD 5000 FT, CENT ANG 07 DEG (CH BEARING N 50 DEG W 617.24 FT), ALONG CURVE 617.64 FT, N 53 DEG W 498.39 FT TO POB LYING WITHIN 36/25/28

Land (Total Records: 1) Total Acres: 24.614

Land	Units	Unit Type	Depth	Value
CONSERVATION	AC	24.61	0	$4,922

Property Values (Total Records: 5)

Values Shown Below Represents Working Appraised Values As Of 12/18/2025, Which Are Subject To Change Prior To Certification

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2026	$4,900	$0	$0	$4,900	$4,900	$0	$4,900

Values Shown Below Represents Certified Values That Appeared On The Tax Roll As Of 10/03/2025

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2025	$4,900	$0	$0	$4,900	$4,900	$0	$4,900

Values Shown Below Represents Historic Values							
Tax Year	**Land**	**+ Building(S)**	**+ Feature(S)**	**= Market**	**Assessed**	**- Exemption**	**= Taxable**
2024	$4,900	$0	$0	$4,900	$4,900	$0	$4,900
2023	$12,300	$0	$0	$12,300	$12,300	$0	$12,300
2022	$12,300	$0	$0	$12,300	$12,300	$0	$12,300

Exemptions (Total Exemption: 0)

No Records To Display.

Parcel Sales History

Sale Date	Price	Book-Page	Seller(S)	Buyer(S)	Vacant / Improved	Deed Code
2016-02-26	$100	4923-0197	SHINGLE CREEK PASTURES LLC	UMAM LLC	VACANT	QUIT CLAIM DEED
2016-02-26	$100	4923-0187	SHINGLE CREEK MITIGATION	UMAM LLC	VACANT	QUIT CLAIM DEED
2015-01-22	$100	4726-0470	CLERK OF COURT	UMAM LLC	VACANT	CERTIFICATE OF TITLE
2007-02-16	$6,361,900	3419-2911	SABETI & HOUSHANG TR & INDIV	SHINGLE CREEK MITIGATION	IMPROVED	WARRANTY DEED
2002-05-28	$100	3059-2142	BROWN FRANK E EST	SABETI HOUSHANG TR	VACANT	CORRECTIVE DEED
2002-05-28	$807,900	2254-0454	BROWN & FRANK E I	SABETI HOUSHANG TR	VACANT	WARRANTY DEED
1993-04-16	$0	1120-0177	BROWN OREN EST (PER WILL OF OREN BROWN)	BROWN FRANK E I	VACANT	PERSONAL REPRESENTATIVE DEED

Sales In Subdivision Within Last 1 Year (Total Records: 14)

Property Address	Date Sold	Price	Book-Page	Bed	Bath	Pool	SqFt	Seller(S)	Buyer(S)	Deed Code
0 232833000011110010	2025-09-02	$0	6843-2749	0	0	N	Null	CLERK OF COURT	ALLEN BROUSSARD CONSERVANCY INC	CORRECTIVE DEED
0 OLD MELBOURNE HWY 052632000000150000	2025-10-01	$24,500,000	6857-2945	0	0	N	Null	LAKE X HOLDINGS LLC	OSCEOLA COUNTY	SPECIAL WARRANTY DEED
0 EAGLE LAKE BLVD 162629000000300000	2025-04-23	$2,200	6776-0568	0	0	N	Null	CLERK OF COURT	PATIL DARSHAN	TAX DEED
0 312528000000350000	2025-01-17	$125,000	6728-0941	0	0	N	Null	SERRANO KAREN J WOLD	JONES JAMES D & JONES ROBYN	WARRANTY DEED
0 322528000000300000	2025-06-18	$4,700,000	6807-0787	0	0	N	Null	PAM AM COMMERCE PARK LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	WARRANTY DEED
0 362527000000300000	2025-06-04	$1,590,000	6800-0958	0	0	N	Null	FLORIDA RANCH PROPERTIES LLC	GATE & GROVE LAND TRUST & MCLEOD COLLIN W L TR	WARRANTY DEED
0 SUN GROVE LN 122531000000130000	2025-03-18	$100	6757-0172	0	0	N	Null	TAVISTOCK EAST SERVICES LLC	SUNBRIDGE STEWARDSHIP DISTRICT	QUIT CLAIM DEED
0 SUN GROVE LN 122531000000130000	2025-03-18	$100	6821-2113	0	0	N	Null	TAVISTOCK EAST SERVICES LLC	SUNBRIDGE STEWARDSHIP DISTRICT	CORRECTIVE DEED
0 232628000000400000	2025-10-15	$2,500,000	6865-1638	0	0	N	Null	J ACQUISITIONS OSCEOLA LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	WARRANTY DEED
0 212833000000100000	2025-06-17	$9,100	6805-2161	0	0	N	Null	CLERK OF COURT	ALLEN BROUSSARD CONSERVANCY INC	TAX DEED
0 232833000011110010	2025-09-02	$0	6843-2794	0	0	N	Null	CLERK OF COURT	ALLEN BROUSSARD CONSERVANCY INC	TAX DEED
0 322528000000300000	2025-06-18	$2,100,000	6807-0774	0	0	N	Null	LORENE B SHELL TRUST & GREENE VICKI TR	PAM AM COMMERCE PARK LLC	WARRANTY DEED
0 E IRLO BRONSON MEMORIAL HWY 112732000000300000	2025-07-02	$600,000	6814-2310	0	0	N	Null	HUTCHINSON JOHN	OLIVERAS RIVERA CARMELO & BAEZ DORIS	WARRANTY DEED
0 OLD MELBOURNE HWY 082632000000150000	2025-10-01	$24,500,000	6857-2945	0	0	N	Null	LAKE X HOLDINGS LLC	OSCEOLA COUNTY	SPECIAL WARRANTY DEED

Buildings (Total Records: 0)

No Records To Display.

Extra Features

No Records To Display.

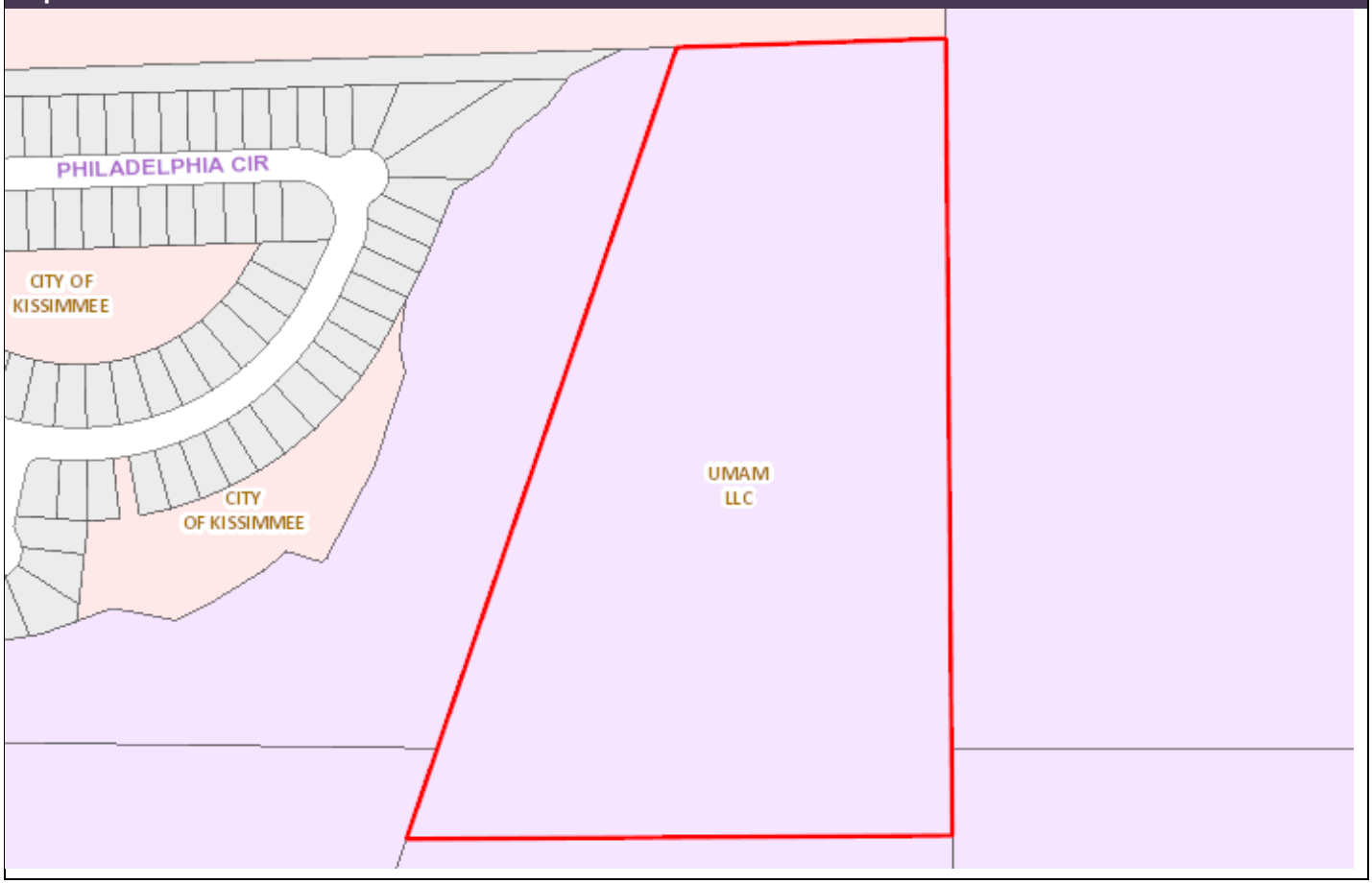
School Info

Category	Description
ELEMENTARY SCHOOLS	KNIGHTS POINT K8 SCHOOL
MIDDLE SCHOOLS	KNIGHTS POINT K8 SCHOOL
HIGH SCHOOLS	POINCIANA HIGH

TPP Info

No Records To Display.

Map


PHILADELPHIA CIR
CITY OF KISSIMMEE
CITY OF KISSIMMEE
UMAM LLC

ITEM 4.D

Public Hearing - First Reading - Proposed Ordinance #26-15 - An Ordinance establishing the Hilliard Isle Community Development District (CDD)

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Request

Approval of the petition to establish the Hilliard Isle Community Development District (CDD) and adoption of Proposed Ordinance #26-15

Explanation

The Hilliard Isle CDD will finance infrastructure and other improvements, including the master stormwater system, onsite roads, potable water distribution systems, sanitary sewer collection, landscape and irrigation, hardscape features and offsite improvements for the Hilliard Isle Mixed Use Planned Unit Development (PUD-22-0004) which was approved at the Jan. 16, 2024 City Commission meeting. The petition also identifies future expansion parcels that may be added to the CDD district boundaries within 10 years after establishment by separate petition(s) to the City. Hilliard Isle is located on the east side of Simpson Road, south of Osceola Parkway, and north of Buenaventura Boulevard. The applicant has already obtained several City development approvals and is in the process of receiving final plat approval (SR-25-0015) for the 1st phase of the development.

Recommendation

Approval of the Hilliard Isle CDD petition and adoption of Proposed Ordinance #26-15.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

1. Hilliard Isle CDD Boundary Map
2. Petition to Establish Hilliard Isle CDD
3. Proposed Ordinance 26-15 Hilliard Isle CDD
4. Hilliard Isle CDD Ad

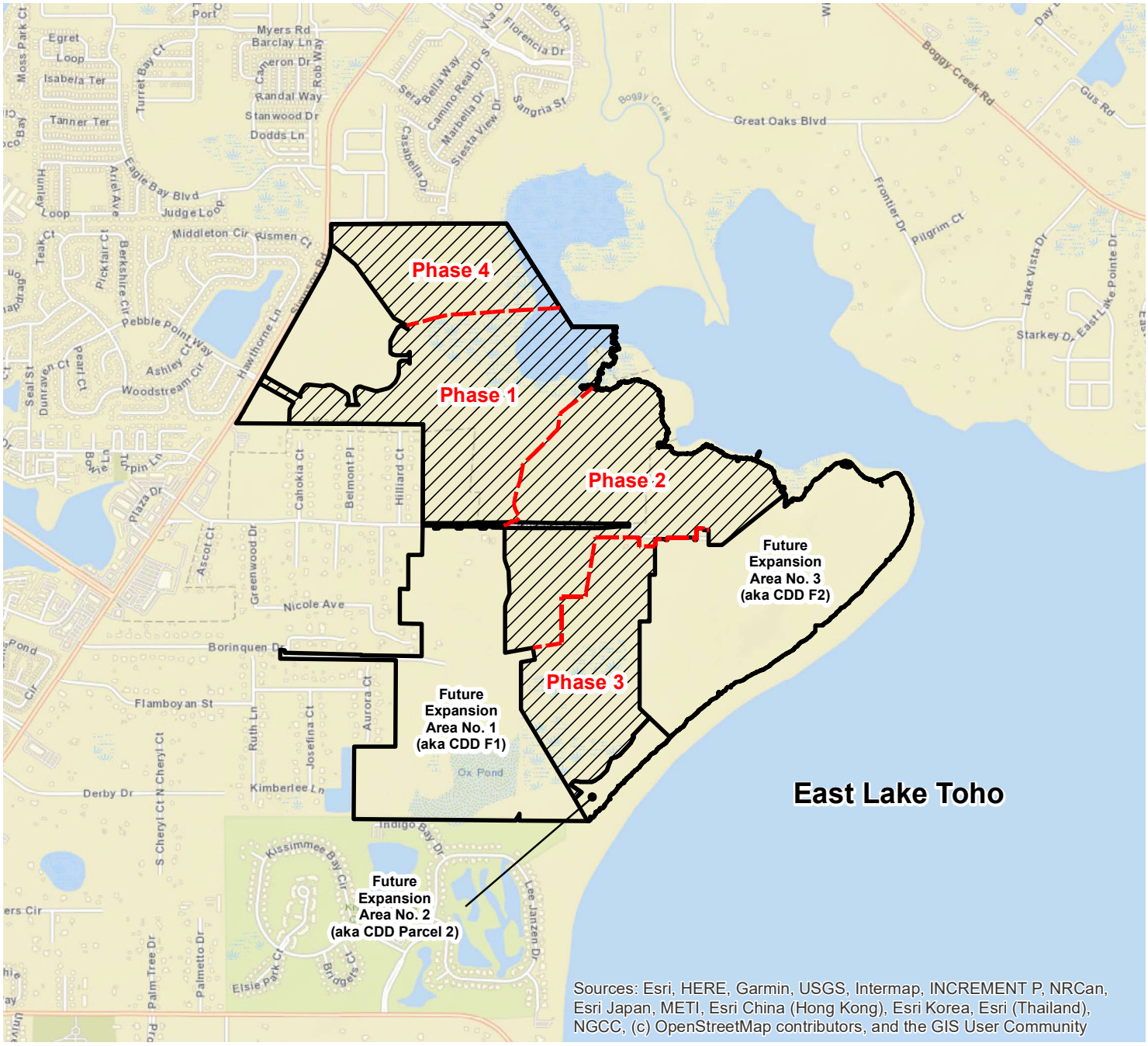
Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E

City of Kissimmee, Florida

N

1 " = 2,000 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines

NOTES

1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

General Location Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.1 General Location Map 04-15-26.mxd

PETITION TO ESTABLISH HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Ryan J. Dugan, Esq.
Florida Bar No. 93207
Ryan.Dugan@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)

BEFORE THE CITY COMMISSION OF
THE CITY OF KISSIMMEE, FLORIDA

PETITION TO ESTABLISH HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Pulte Home Company, LLC (hereafter "Petitioner"), hereby petitions the City of Kissimmee, Florida pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located within the City of Kissimmee, Florida. **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 451 acres of land, generally located east of Simpson Road and west of East Lake Toho. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the proposed District, which is to be excluded from the District.

3. Future Expansion Parcels. Pursuant to Section 190.046(1)(h), *Florida Statutes*, this Petition identifies certain "Future Expansion Parcels" that may be added to the boundaries of the district within 10 years after establishment by separate petition to the City. The Future Expansion Parcels collectively consist of approximately 240.544 acres of land. The current landowner of the Future Expansion Parcels is Plaza Lakes, LLC. Metes and bounds descriptions of the Future Expansion Parcels are set forth in **Composite Exhibit 3**.

4. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located

within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district is contained in **Exhibit 4**.

5. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Sean Bailey
Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

Name: Mary Burns
Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

Name: Dan Edwards
Address: 1750 W. Broadway, Suite 111
Oviedo, Florida 32765

Name: Richard Jerman
Address: 1750 W. Broadway, Suite 111
Oviedo, Florida 32765

Name: Serena Turke
Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

6. Name. The proposed name of the District is Hilliard Isle Community Development District.

7. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future

Land Use Plan is identified on **Exhibit 5.** The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan.

8. Major Water and Wastewater Facilities and Outfalls. **Composite Exhibit 6** shows the existing major trunk mains, sewer interceptors and outfalls within the boundaries of the proposed District, if any. Composite Exhibit 6 also shows the proposed water points of connection, drainage outfalls and inflow points serving the lands within and around the proposed District.

9. District Facilities and Services. **Composite Exhibit 7** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the estimated costs of constructing the infrastructure serving land within the proposed District. At present, these improvements are estimated to be made, constructed and installed in four (4) phases over the time period from 2026 through 2031. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. Authorized Agent. The Petitioner is authorized to do business in the State of Florida**.** The authorized agent for the Petitioner is Ryan J. Dugan. **See Exhibit 9**. Copies of all correspondence and official notices should also be sent to:

Ryan J. Dugan
Ryan.Dugan@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)

12. This petition to establish Hilliard Isle Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Kissimmee from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual

entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Kissimmee to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*, a proposed form of which is included herein as **Exhibit 10**;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d), *Florida Statutes,* and

c. grant such other relief as appropriate.

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RESPECTFULLY SUBMITTED, this 9th day of February 2026.

KUTAK ROCK LLP



Ryan J. Dugan
Ryan.Dugan@kutakrock.com
Florida Bar No. 93207
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
Attorney for Petitioner

LIST OF EXHIBITS

Exhibit Number	Description
1	General Location Map
2	Metes and Bounds Legal Description
Comp 3	Metes and Bounds Legal Descriptions for Expansion Parcels
4	Consent and Joinder of Landowner
5	Future Land Use Map
Comp 6	Existing and Proposed Utilities Map
Comp 7	List of Facilities, O&M Responsibility and Estimated Costs
8	Statement of Estimated Regulatory Costs (SERC)
9	Authorization of Agent
10	Proposed Establishment Ordinance

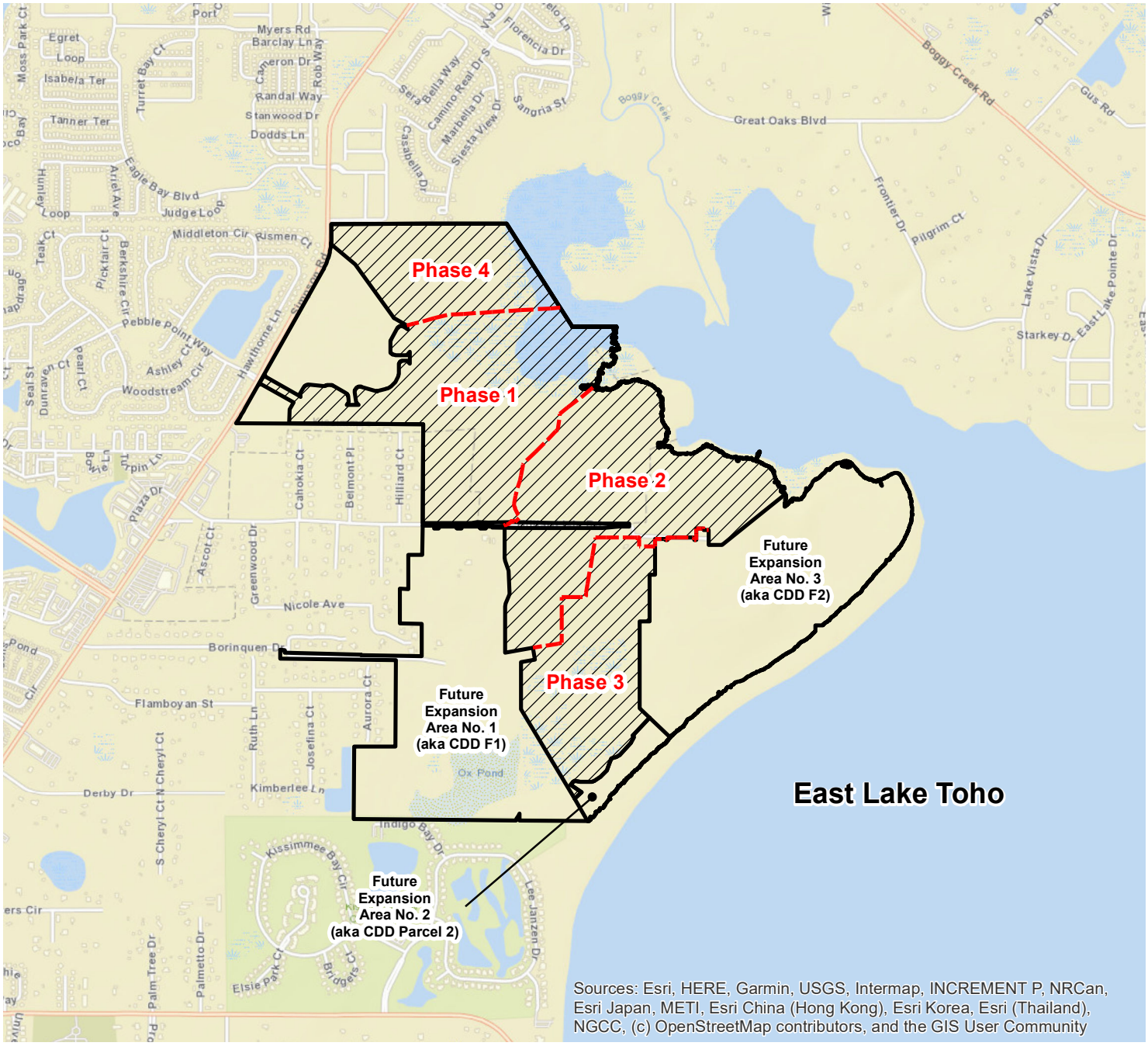
EXHIBIT 1
GENERAL LOCATION MAP

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 2,000 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines

NOTES
1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

General Location Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.1 General Location Map 04-15-26.mxd

EXHIBIT 2
METES AND BOUNDS LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

DESCRIPTION:

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER *December 17, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 9
DATE: 04/2025				

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 3 – 7 FOR SKETCH
–SEE SHEET 8 FOR LINE TABLE
–SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

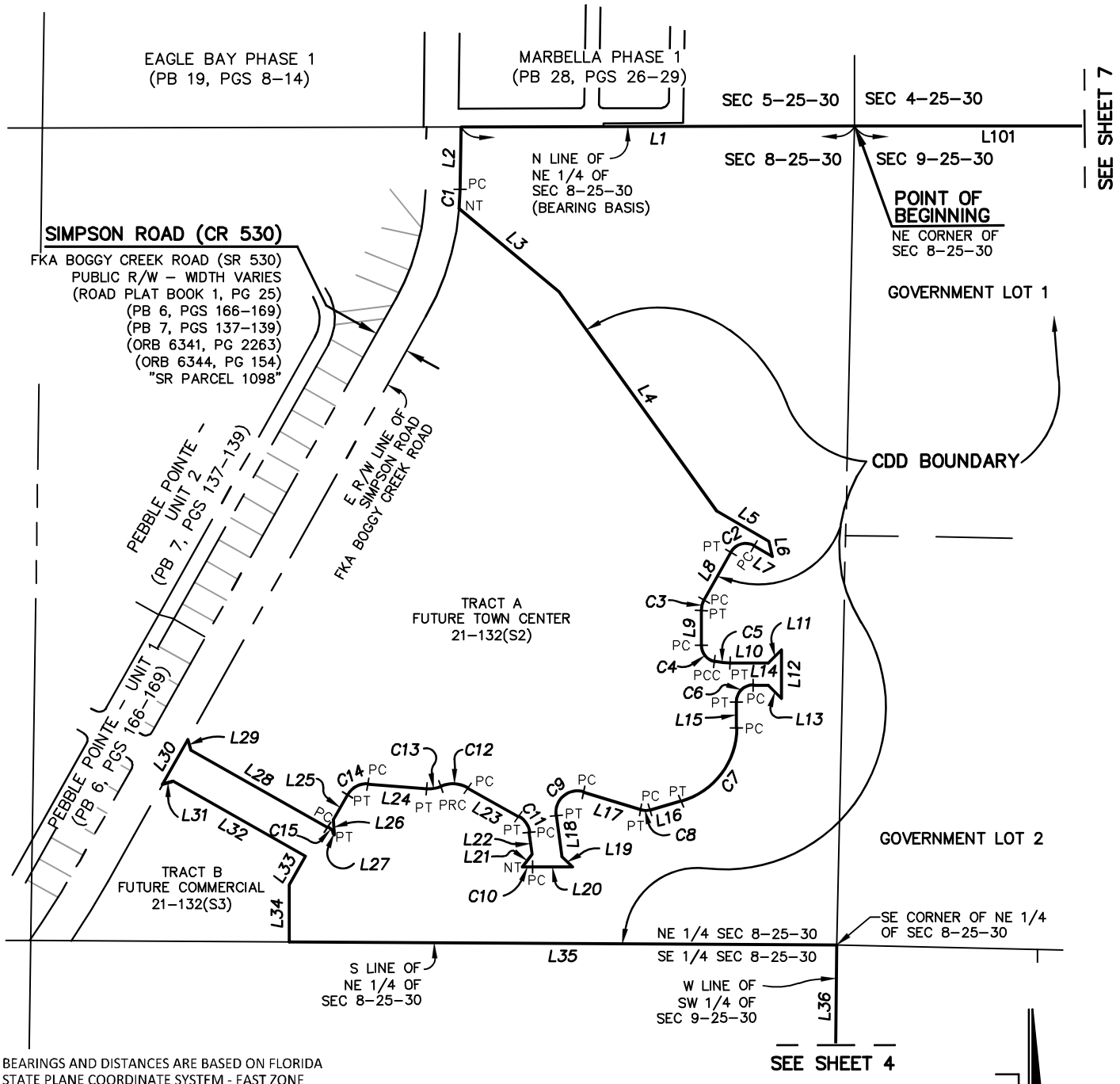
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

N

SKETCH OF DESCRIPTION

- SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
- SEE SHEETS 3 – 7 FOR SKETCH
- SEE SHEET 8 FOR LINE TABLE
- SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N

SEE SHEET 3

NE 1/4 SEC 8–25–30

SE 1/4 SEC 8–25–30

L35

SE CORNER OF NE 1/4 OF SEC 8–25–30

S LINE OF NE 1/4 OF SEC 8–25–30

L36

W 1/2, NW 1/4, SW 1/4 SEC 9–25–30

E 1/2, NW 1/4, SW 1/4 SEC 9–25–30

NE 1/4, SW 1/4 SEC 9–25–30

W LINE OF SW 1/4 OF SEC 9–25–30

(R) C16 PT C17 PC PT (R) C18 PC PT (R) C20 C21 NT

L37 L39 NT L40 NT NT L42 L38 (R) L41 C19 NT L44 PC L43 (R)

L45

CDD BOUNDARY

L46

L47

L48

L49

L50

SW 1/4, SW 1/4 SEC 9–25–30

SE 1/4, SW 1/4 SEC 9–25–30

SEC 8–25–30 SEC 9–25–30

SEC 17–25–30 SEC 16–25–30

L51

L52

L53

L54

W 1/2, NW 1/4 SEC 16–25–30

NE 1/4, NW 1/4 SEC 16–25–30

L55

SEE SHEET 5

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
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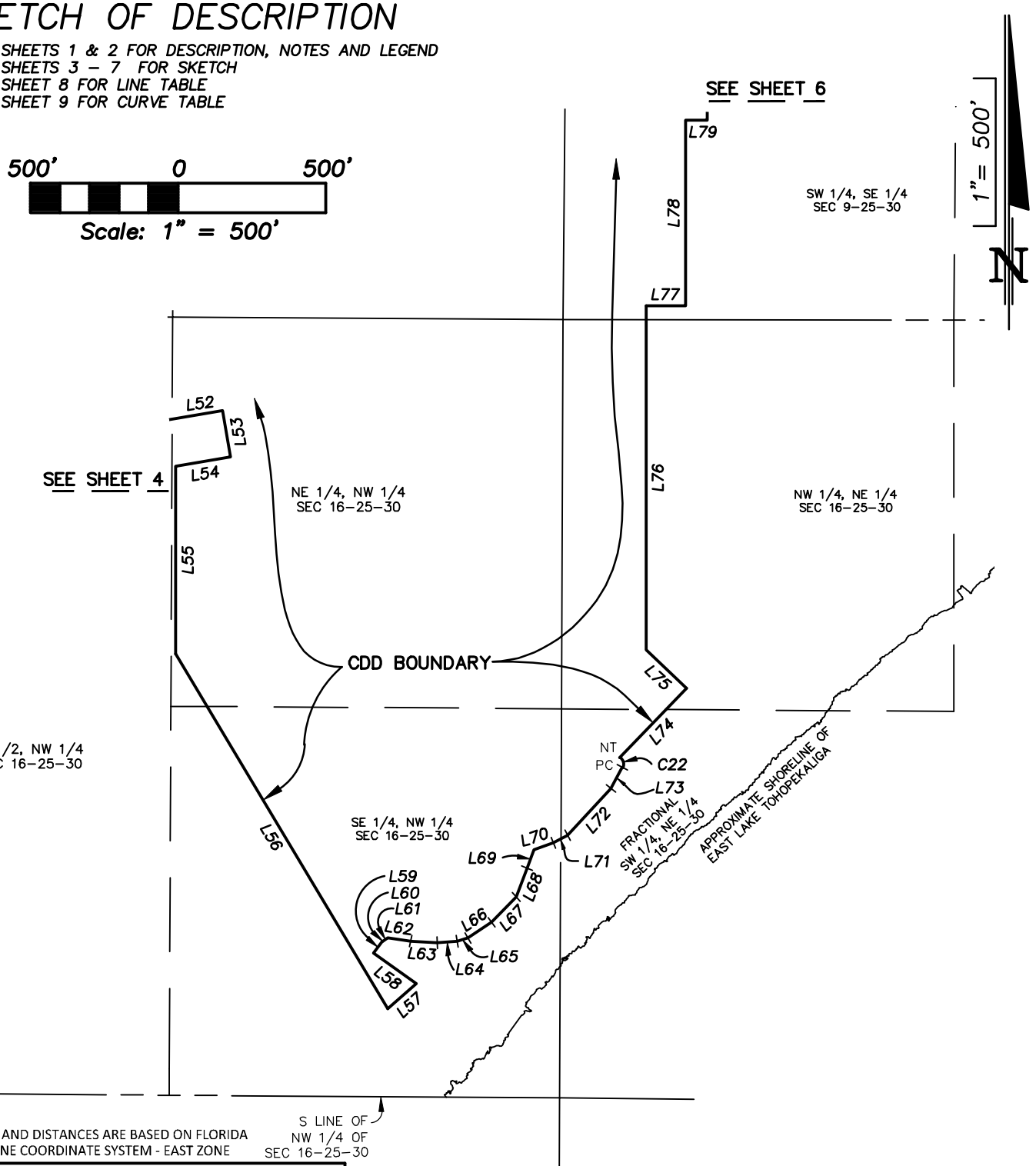


BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 5
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

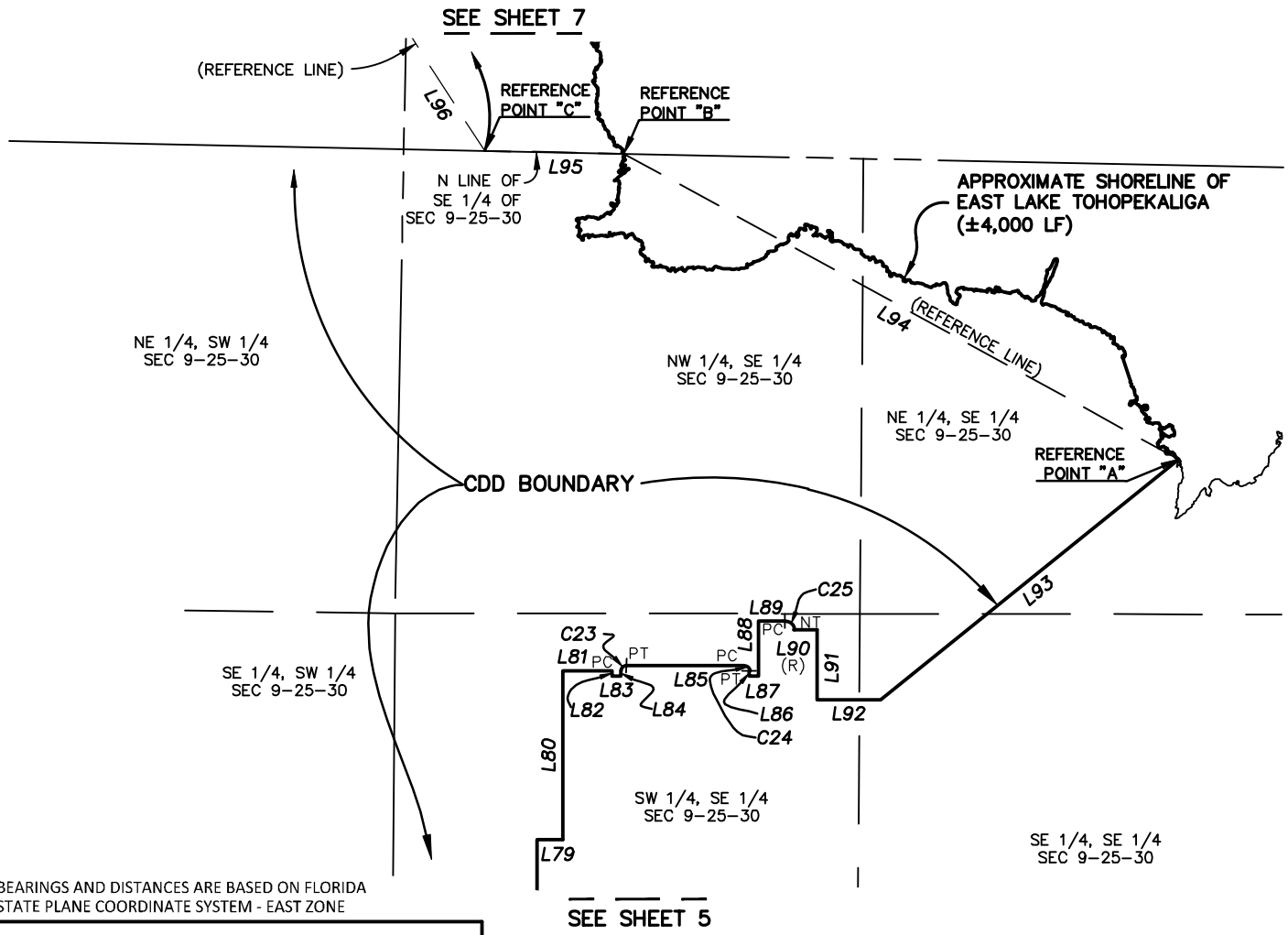
Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'
Scale: 1" = 500'

1" = 500'
N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

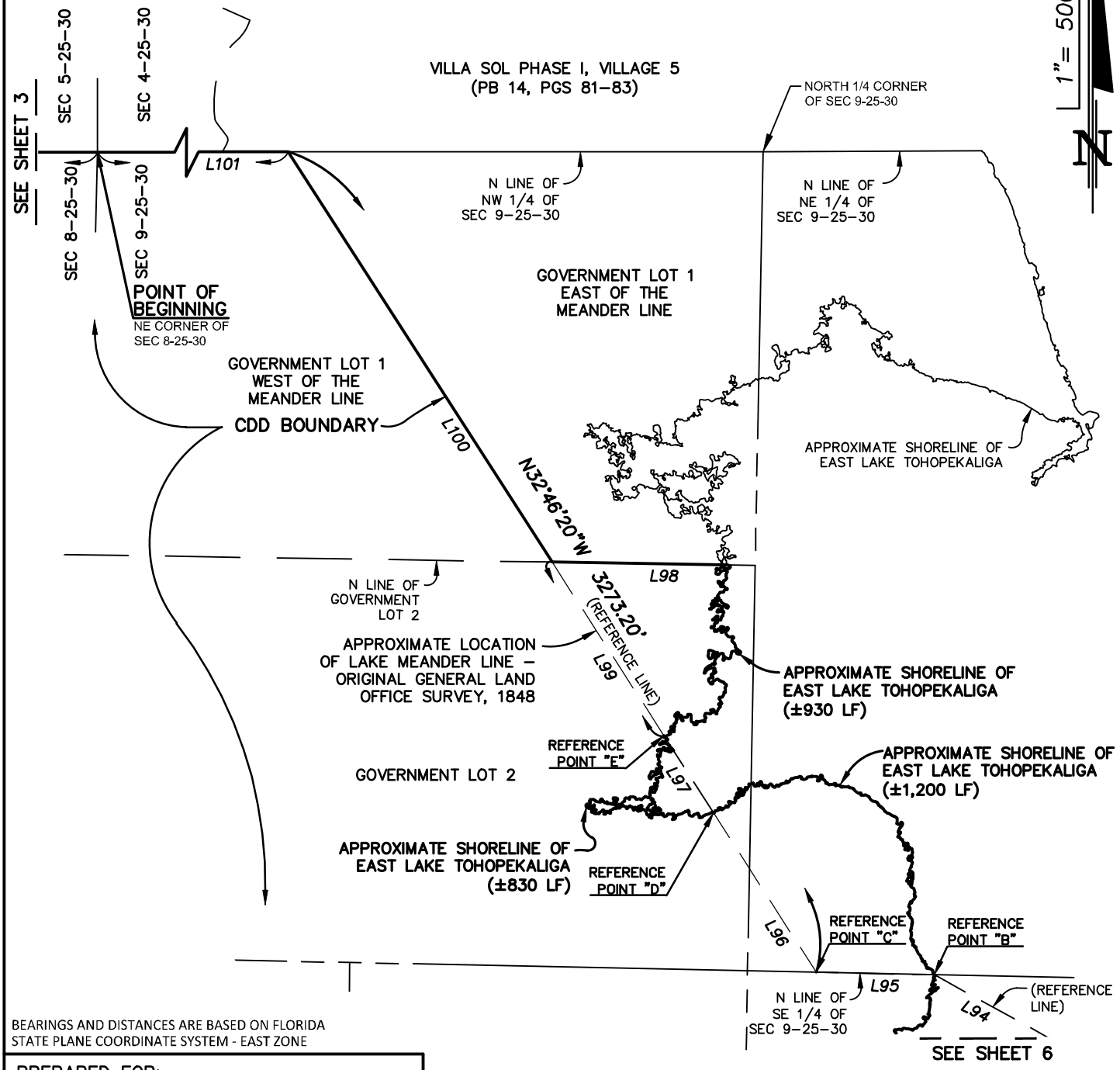
-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

COMPOSITE EXHIBIT 3

METES AND BOUNDS LEGAL DESCRIPTIONS OF EXPANSION PARCELS

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

That part of Sections 8, 9, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1363.79 feet to the POINT OF BEGINNING; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of the Northeast 1/4 of Section 8, Township 25 South, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
N/A	NOT APPLICABLE
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(R)	RADIAL
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE - CDD F1

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:08-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

(CONTINUED FROM SHEET 1)

thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II - 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II - 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II - 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II - 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II - 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 388.17 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 166.544 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

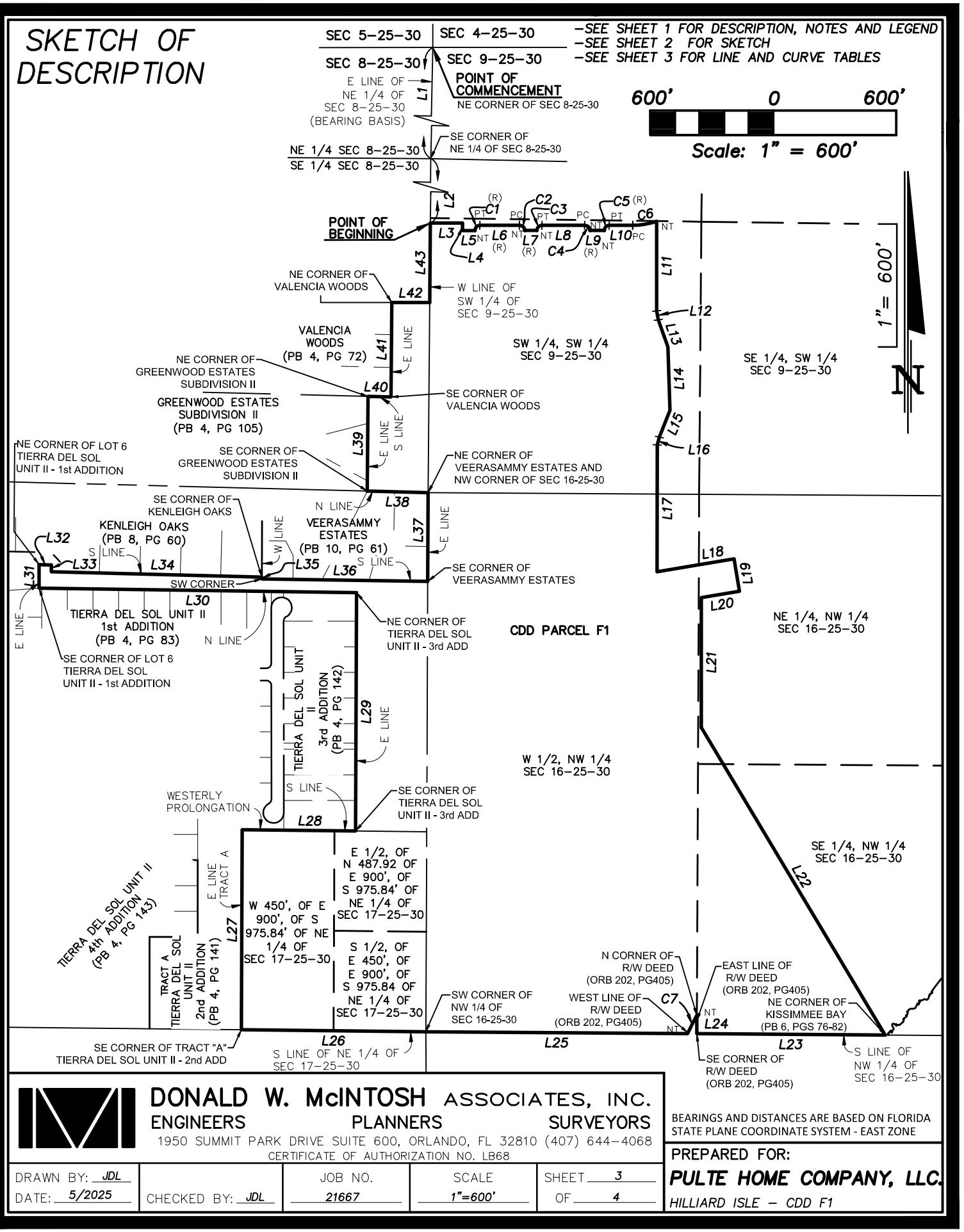
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

Printed: Tue 13-May-2025 – 09:14AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S9) Hilliard Isle CDD (F1).dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 6 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	1363.79'
L3	N90°00'00"E	156.45'
L4	S00°00'00"E	36.76'
L5	N90°00'00"E	60.00'
L6	N90°00'00"E	192.50'
L7	N90°00'00"E	60.00'
L8	N90°00'00"E	208.50'
L9	N90°00'00"E	70.00'
L10	N90°00'00"E	114.49'
L11	S00°00'00"E	437.33'
L12	S10°27'30"E	43.89'
L13	S19°33'01"E	141.00'
L14	S01°50'37"E	308.94'
L15	S21°32'43"W	141.00'
L16	S15°20'38"W	38.72'
L17	S00°03'08"W	619.67'
L18	N80°23'14"E	379.52'
L19	S09°36'46"E	160.00'
L20	S80°23'14"W	188.06'
L21	S00°00'00"E	634.21'
L22	S30°52'34"E	1748.28'
L23	N89°35'11"W	919.30'
L24	N00°15'05"E	89.61'
L25	N89°35'11"W	1276.75'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N89°22'23"W	899.98'
L27	N00°14'56"E	975.82'
L28	S89°22'23"E	553.25'
L29	N00°14'56"E	1163.21'
L30	N89°11'18"W	1549.14'
L31	N00°05'52"W	114.89'
L32	S88°31'30"E	60.02'
L33	S00°05'52"E	32.98'
L34	S88°32'07"E	1026.80'
L35	S00°15'52"W	9.50'
L36	S89°11'18"E	809.76'
L37	N00°14'56"E	432.86'
L38	N88°31'34"W	297.00'
L39	N00°29'12"E	462.00'
L40	S88°31'34"E	111.50'
L41	N00°29'12"E	461.18'
L42	N89°56'36"E	185.39'
L43	N00°28'52"E	388.17'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C2	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C3	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C4	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C5	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C6	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C7	1196.22'	4°48'05"	100.24'	S27°00'55"W	100.21'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR SKETCH
–SEE SHEET 3 FOR LINE AND CURVE TABLES

DESCRIPTION:

That part of Section 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4 of Section 16, a distance of 2241.17 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Page 76 of the Official Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along aforesaid South line, S89°35'11"E, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 379.46 feet; thence S43°44'38"W, 326.94 feet to a non–tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of S14°20'30"E, and a chord distance of 33.78 feet; thence Southerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to the point of tangency; thence S28°09'35"W, 80.51 feet; thence S42°50'59"W, 216.41 feet; thence S61°48'44"W, 54.34 feet; thence S71°06'37"W, 69.50 feet; thence S19°38'22"W, 67.17 feet; thence S21°20'32"W, 103.91 feet; thence S44°14'29"W, 119.55 feet; thence S56°00'29"W, 95.36 feet; thence S73°11'56"W, 38.88 feet; thence S85°27'07"W, 67.47 feet; thence N86°06'14"W, 89.73 feet; thence N82°32'42"W, 78.35 feet; thence S58°46'44"W, 19.83 feet; thence S33°13'45"W, 1.79 feet; thence S37°49'57"W, 49.01 feet; thence S54°19'58"E, 177.08 feet; thence S48°15'11"W, 128.20 feet; thence S30°52'34"E, 348.88 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 13 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°35'11"E along the South line of the Northwest 1/4 of Section 16, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 16–25–30	SECTION 16, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.01 10:23:47-04'00'

JAMES D. LEVINER *April 22, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

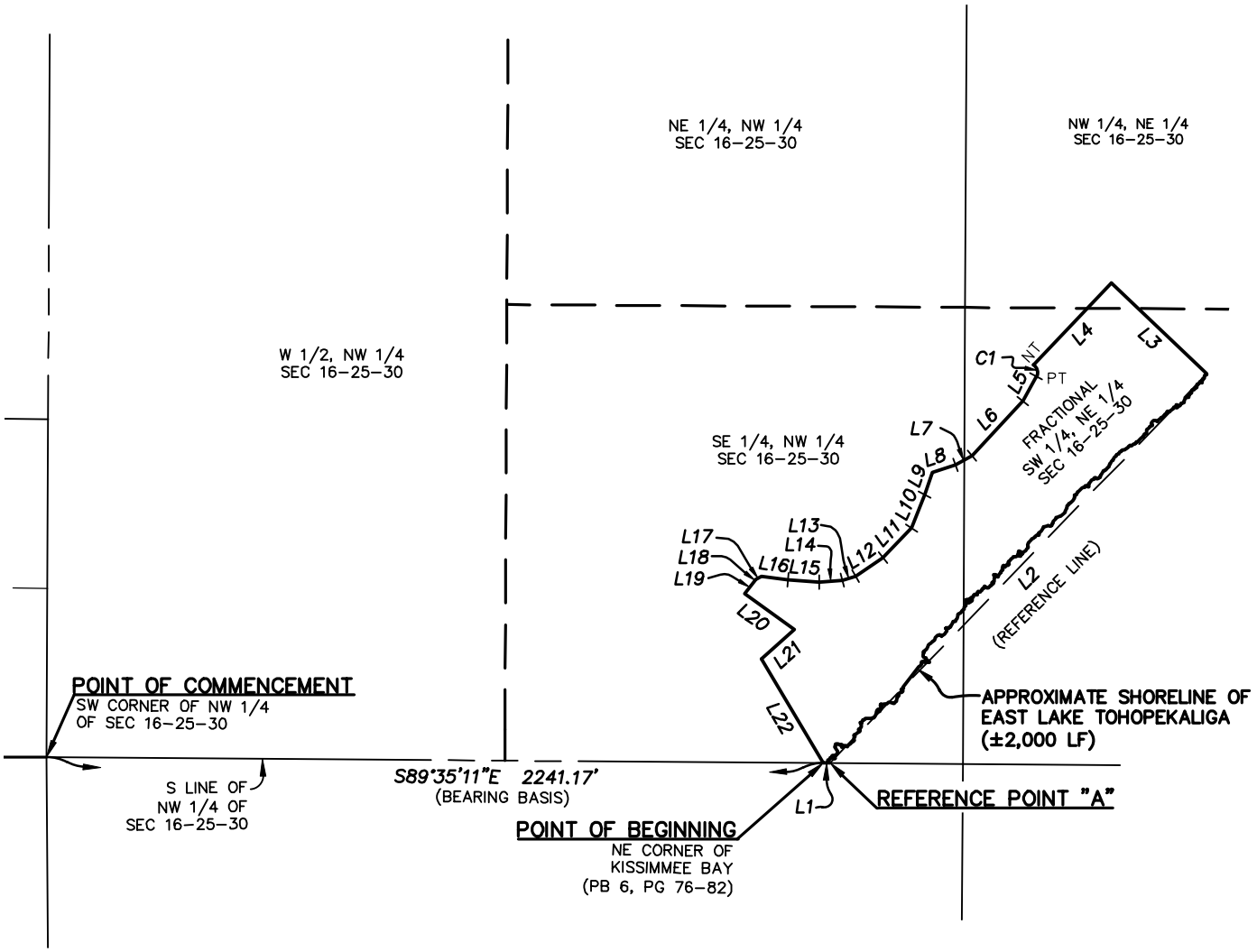
DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 3
DATE: 4/2025				

SKETCH OF DESCRIPTION

-SEE SHEET 1 DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 3 FOR LINE AND CURVE TABLES

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 3

1" = 500'

N

Printed: Tue 22-Apr-2025 - 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S8) Hilliard Isle CDD Parcel 2.dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°35'11"E	19.10'
L2	N44°04'43"E	1563.92'
L3	N46°29'48"W	379.46'
L4	S43°44'38"W	326.94'
L5	S28°09'35"W	80.51'
L6	S42°50'59"W	216.41'
L7	S61°48'44"W	54.34'
L8	S71°06'37"W	69.50'
L9	S19°38'22"W	67.17'
L10	S21°20'32"W	103.91'
L11	S44°14'29"W	119.55'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L12	S56°00'29"W	95.36'
L13	S73°11'56"W	38.88'
L14	S85°27'07"W	67.47'
L15	N86°06'14"W	89.73'
L16	N82°32'42"W	78.35'
L17	S58°46'44"W	19.83'
L18	S33°13'45"W	1.79'
L19	S37°49'57"W	49.01'
L20	S54°19'58"E	177.08'
L21	S48°15'11"W	128.20'
L22	S30°52'34"E	348.88'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°00'11"	37.09'	S14°20'30"E	33.78'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

–SEE SHEETS 2 – 3 FOR SKETCH
–SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

That part of Sections 9, 10, 15 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 280.55 feet to the POINT OF BEGINNING; thence departing said South line, S00°00'00"E, 1116.57 feet; thence S46°29'48"E, 568.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northerly along said shoreline, 7250 feet, more or less to a point, lying N25°19'37"E, 3612.67 feet from Reference Point "A"; thence departing said shoreline, S51°10'08"W, 1088.54 feet; thence N90°00'00"W, 179.13 feet; thence N00°00'00"E, 197.79 feet; thence N90°00'00"W, 67.00 feet to a radial curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 35.36 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"W, 75.00 feet; thence S00°00'00"E, 156.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 21.21 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"W, 335.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 21.21 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet; thence N90°00'00"W, 140.00 feet; thence S00°00'00"E, 481.00 feet; thence N90°00'00"W, 73.00 feet; thence S00°00'00"E, 629.00 feet; thence N90°00'00"W, 133.57 feet; thence S00°00'00"E, 46.86 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 61 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of Northeast 1/4 of Section 8-25-30, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
(R)	RADIAL

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:42-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

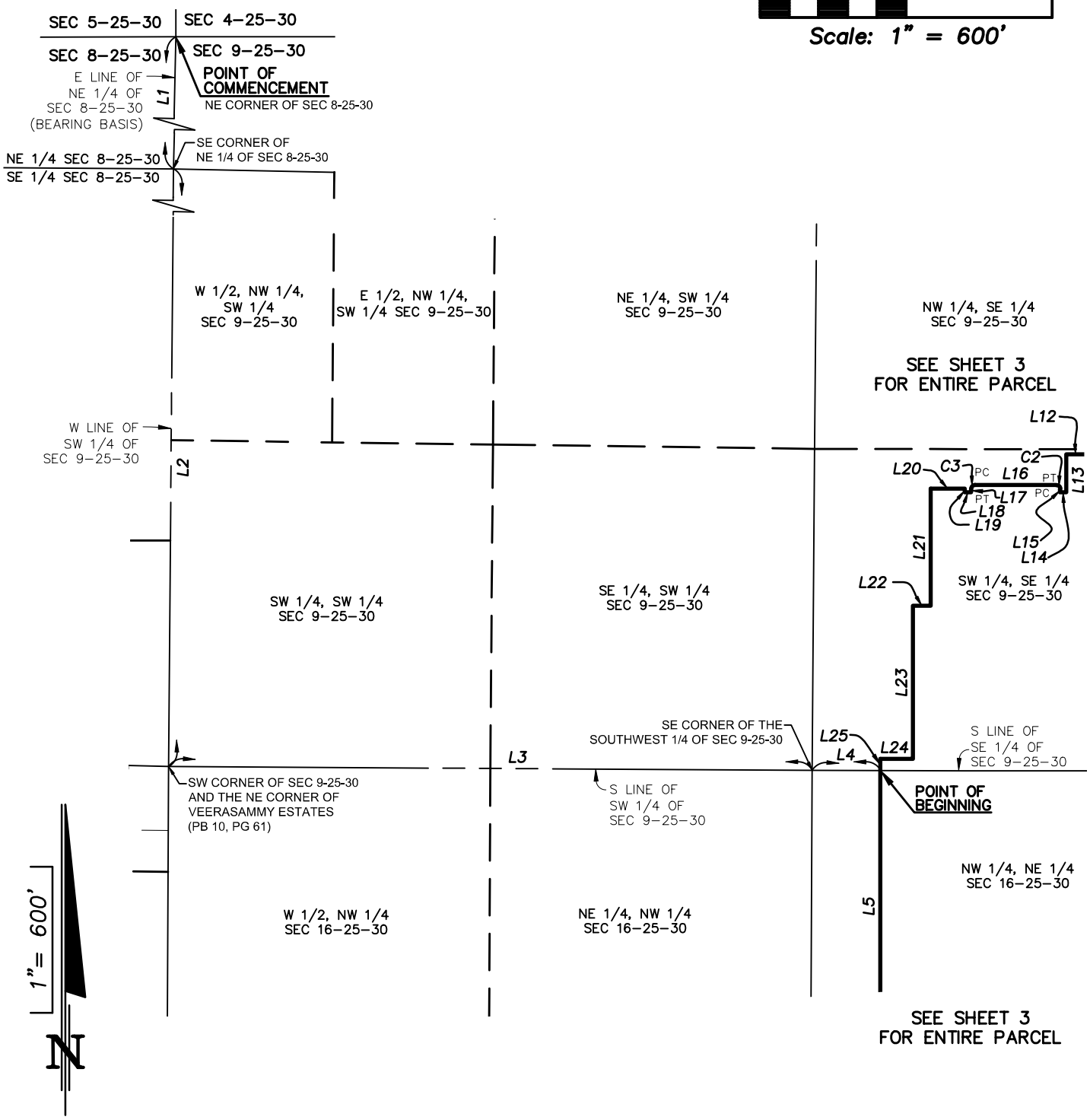
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
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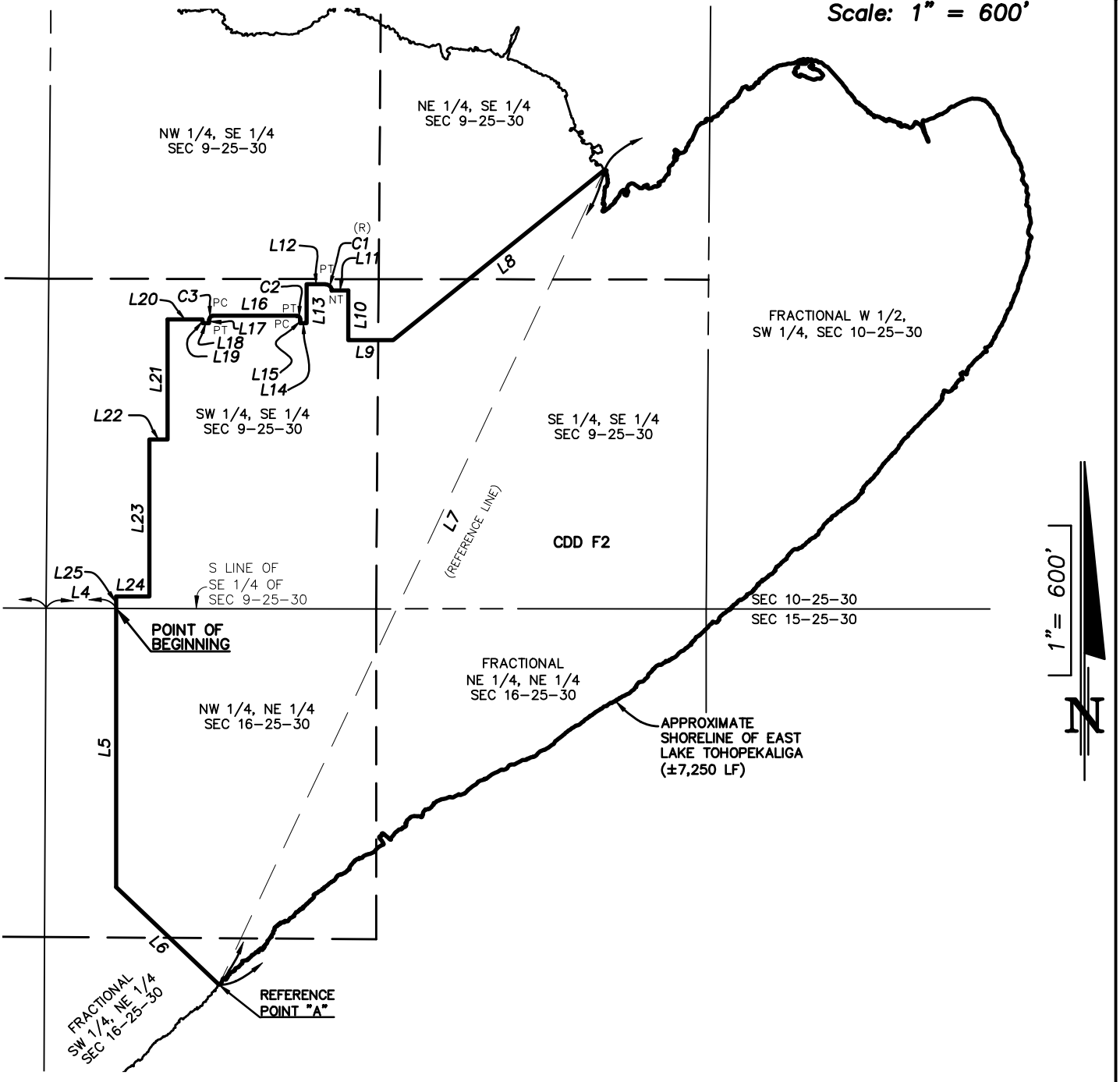
CS# 21–132(S10)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
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CS# 21–132(S10)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 - 3 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	2680.10'
L3	S89°39'56"E	2643.99'
L4	S89°56'02"E	280.55'
L5	S00°00'00"E	1116.57'
L6	S46°29'48"E	568.33'
L7	N25°19'37"E	3612.67'
L8	S51°10'08"W	1088.54'
L9	N90°00'00"W	179.13'
L10	N00°00'00"E	197.79'
L11	N90°00'00"W	67.00'
L12	N90°00'00"W	75.00'
L13	S00°00'00"E	156.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N90°00'00"W	26.00'
L15	N00°00'00"E	15.00'
L16	N90°00'00"W	335.00'
L17	S00°00'00"E	15.00'
L18	N90°00'00"W	26.00'
L19	N00°00'00"E	15.00'
L20	N90°00'00"W	140.00'
L21	S00°00'00"E	481.00'
L22	N90°00'00"W	73.00'
L23	S00°00'00"E	629.00'
L24	N90°00'00"W	133.57'
L25	S00°00'00"E	46.86'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"W	35.36'
C2	15.00'	90°00'00"	23.56'	N45°00'00"W	21.21'
C3	15.00'	90°00'00"	23.56'	S45°00'00"W	21.21'

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD F2

EXHIBIT 4

CONSENT AND JOINDER OF LANDOWNER

CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "**Property**").

The undersigned understands and acknowledges that Pulte Home Company, LLC ("**Petitioner**") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As an owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested, consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 30TH day of JANUARY 2026.

JEN FLORIDA 58 LLC, a Florida limited liability company

By: _____
Its: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 30TH day of JANUARY 2026, by DAN EDWARDS as VICE PRESIDENT of JEN FLORIDA 58 LLC, who is ☑ personally known to me or ☐ produced _____ as identification.

_____
(Official Notary Signature & Seal)

TRINA D. DZIEWIOR
MY COMMISSION # HH 571774
EXPIRES: September 9, 2028

Print Name: Trina D Dziewior
Notary Public, State of FLORIDA

4909-2178-0617.2

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

DESCRIPTION:

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE - CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

JAMES D. LEVINER *December 17, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 9
DATE: 04/2025				

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CS# 21-132(S7)

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD BOUNDARY

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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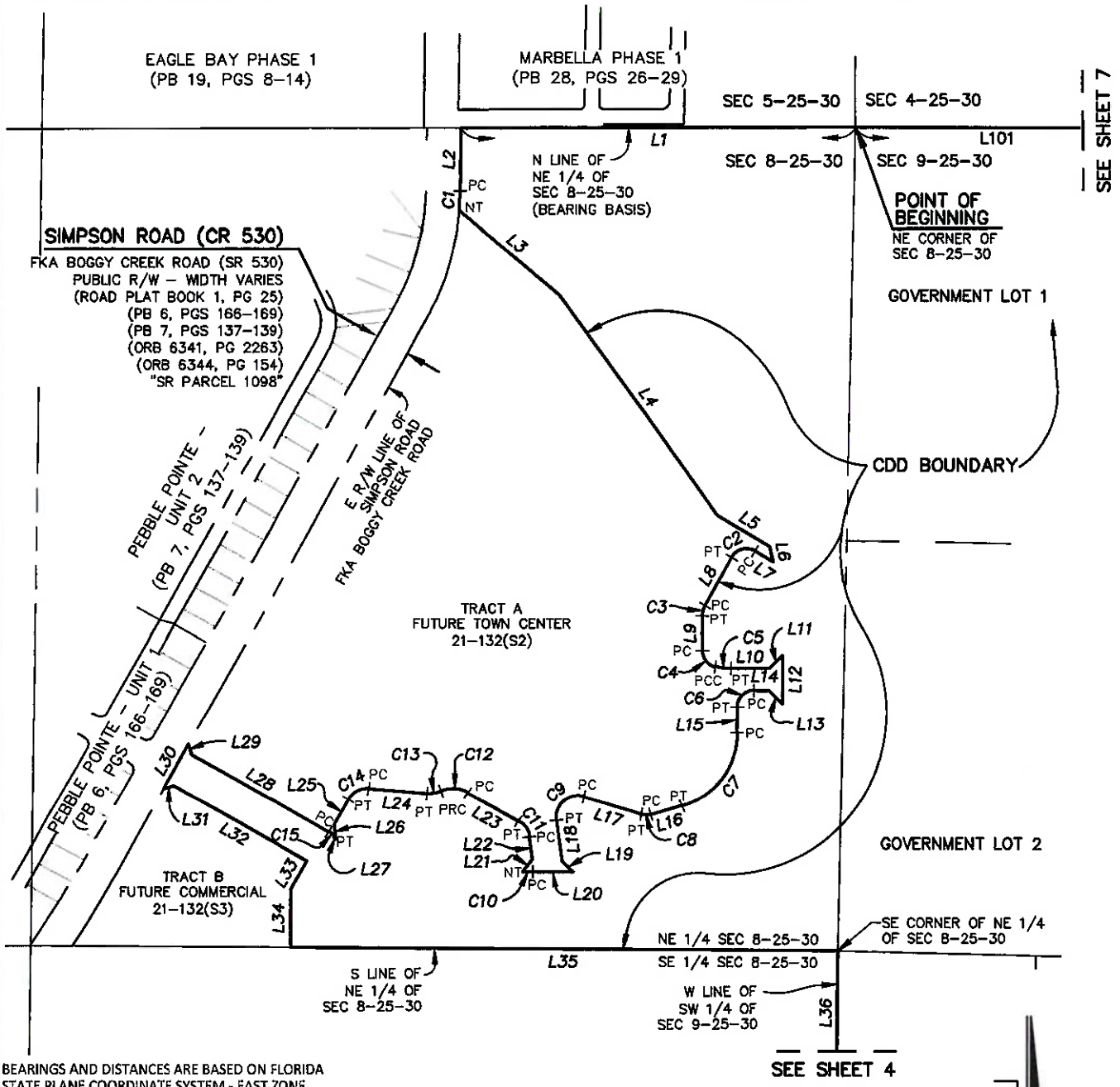
Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

1"= 500'

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PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
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DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

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CS# 21–132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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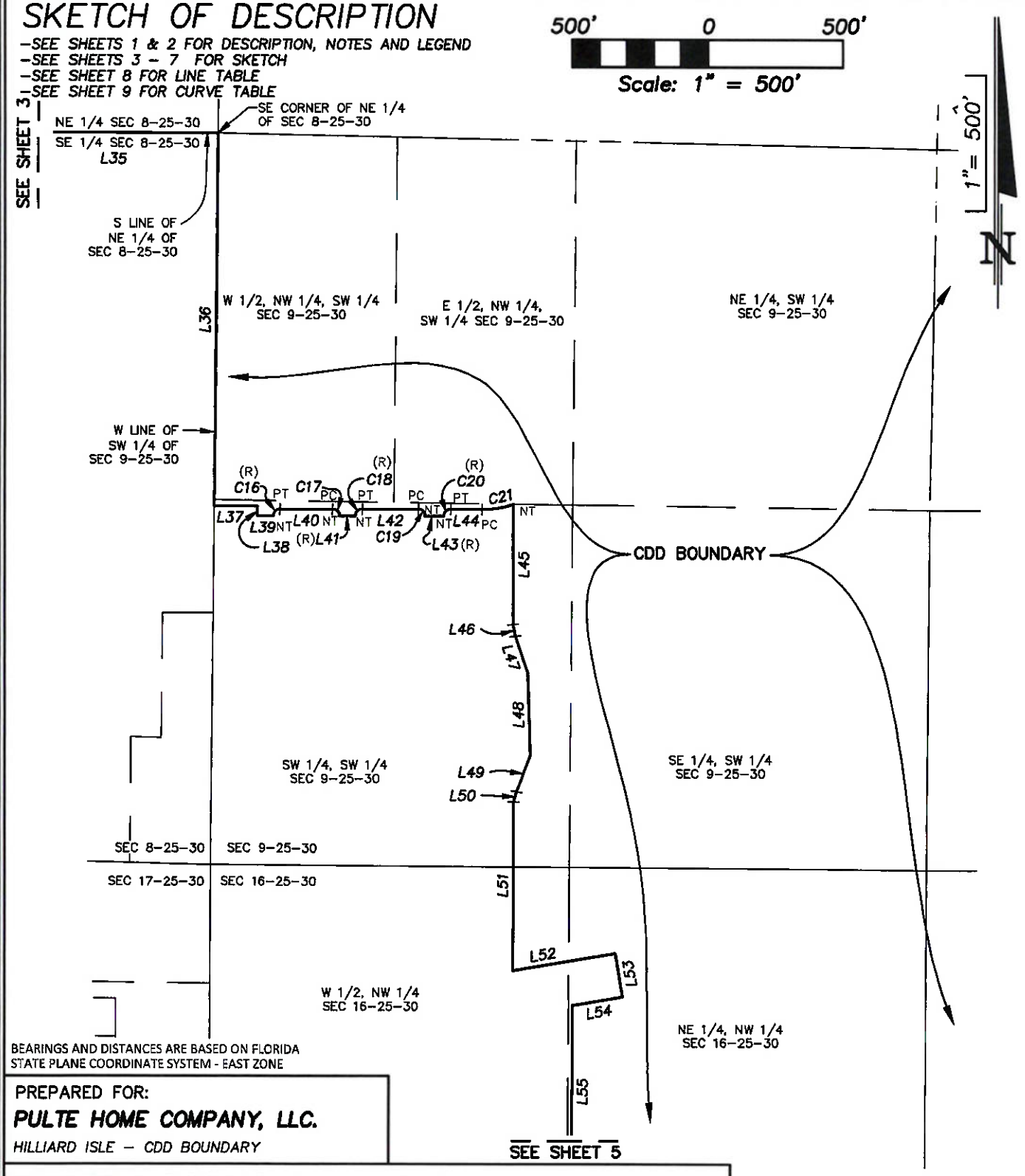

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
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CS# 21-132(S7)

SKETCH OF DESCRIPTION

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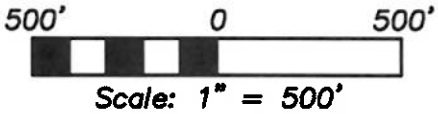

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
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CS# 21-132(S7)

SKETCH OF DESCRIPTION

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-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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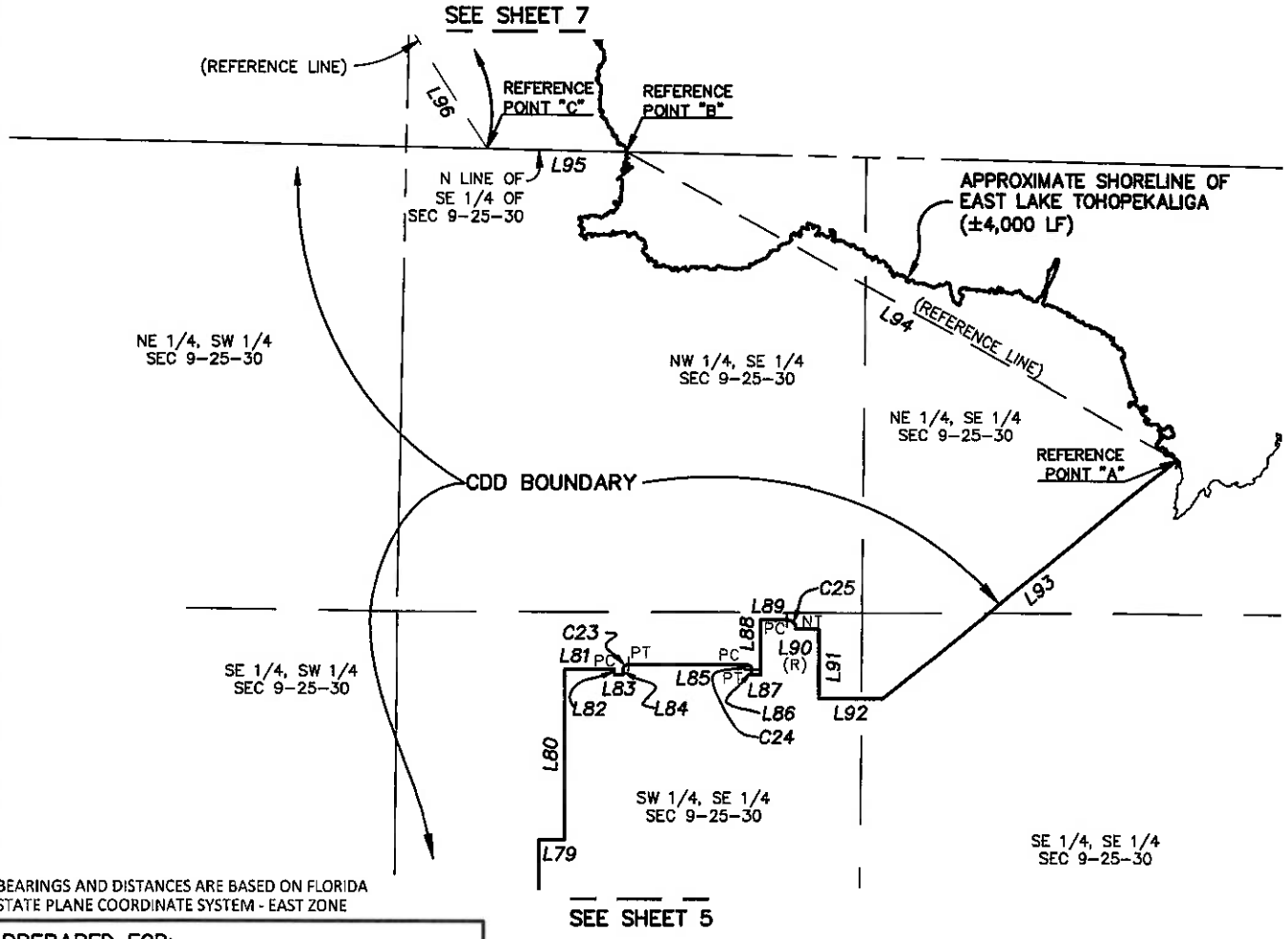

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
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CS# 21-132(S7)

SKETCH OF DESCRIPTION

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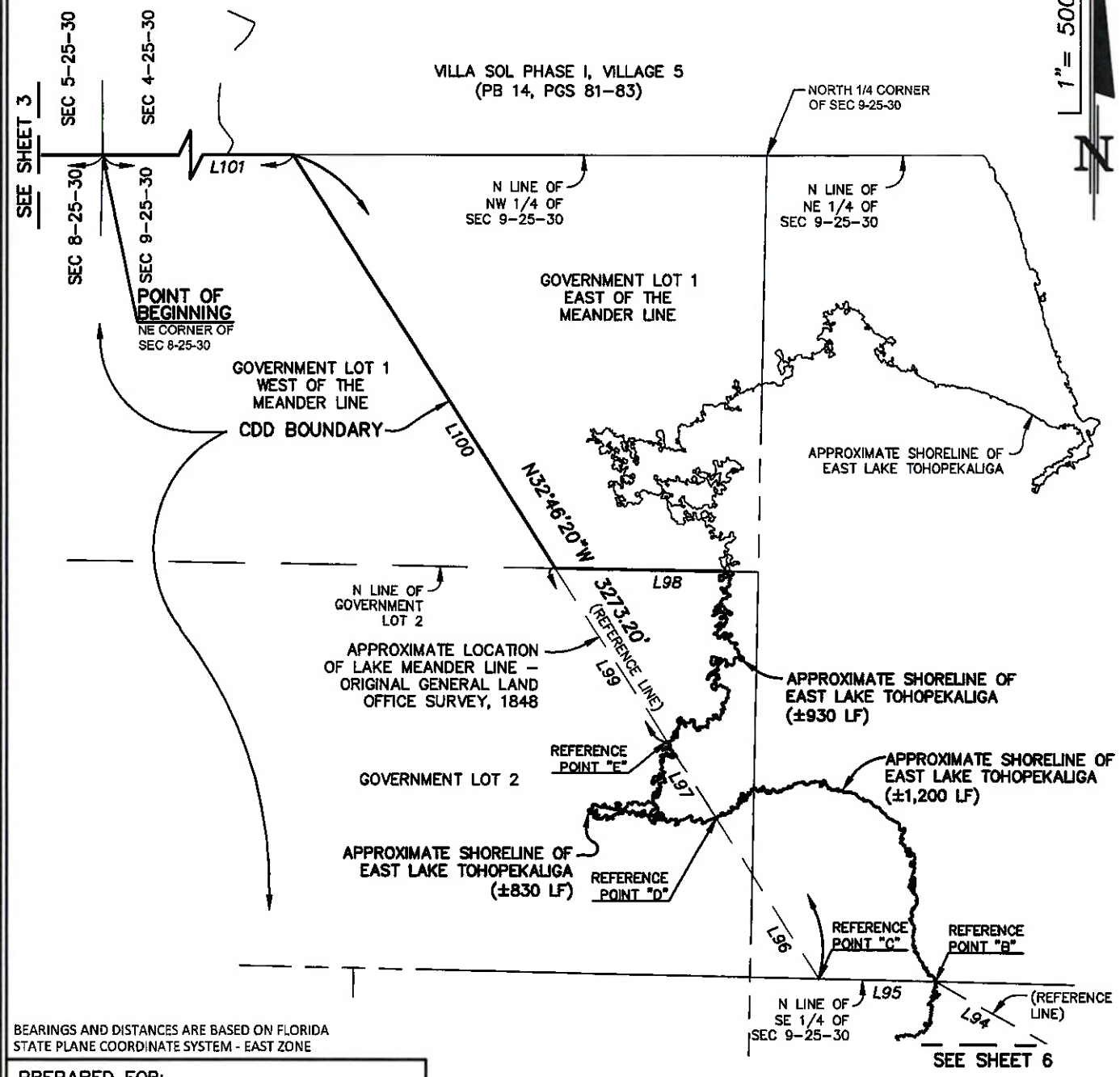
Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
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DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

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CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

This instrument prepared by
and return to:
David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 S. Orange Avenue
Suite 2300
Orlando, Florida 32801
(407) 649-4000

Parcel Identification No: Tax ID No.: 09-25-30-00U0-0010-0000
08-25-30-00U0-0030-0000
08-25-30-00U0-0010-0000
09-25-30-00U0-0020-0000
09-25-30-0000-0060-0000
09-25-30-0000-0030-0000
09-25-30-0000-0040-0000
09-25-30-0000-0050-0000
09-25-30-0000-0080-0000
09-25-30-0000-0090-0000
09-25-30-0000-0085-0000
16-25-30-0000-0026-0000

Consideration: $47,950,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given this 29th day of January, 2026, by **PLAZA LAKES, LLC**, a Florida limited liability company ("Grantor"), whose mailing address is 350 Chardon Avenue, Torre Chardon, Suite 900, San Juan, PR, 00918, to **JEN FLORIDA 58 LLC**, a Florida limited liability company ("Grantee"), whose address is 1750 W. Broadway, Suite 111, Oviedo, FL 32765.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Osceola, State of Florida (the "Property"), more particularly described as follows:

*See **Exhibit "A"** attached hereto and incorporated herein by this reference.*

Without re-imposing the same, this conveyance is subject to the following:

*See **Exhibit "B"** attached hereto and incorporated herein by this reference.*

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 02/03/2026 03:33:58 PM RECEIPT # 3152111
Rec Fees 61.00 DEED DOC 335,650.00 EXTRA NAMES
CFN# 2026014869 BK 6917 PG 875 PAGE 1 OF 7

hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but none other.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the date hereof.

Signed in the presence of:

Print Name: NANCY ZAMBRANA
Address: PO BOX 364249
SAN JUAN, PR 00936-4249

Print Name: NILDA DE SEVILLA
Address: PO BOX 364249
SAN JUAN, PR 00936-4249

GRANTOR:

PLAZA LAKES, LLC,
a Florida limited liability company

By: _____
Print Name: Gilberto E. del Valle
Title: Manager and Treasurer

COMMONWEALTH OF PUERTO RICO

The foregoing instrument was acknowledged before me by means of x physical presence or ___ online notarization, this 28th day of January 2026, by Gilberto E. del Valle, the Manager and Treasurer of Plaza Lakes, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

(SEAL)

FERNANDO IGNACIO MEDINA CEDEÑO
PUERTO RICO
ABOGADO • NOTARIO

Print Name: FERNANDO IGNACIO MEDINA CEDEÑO
Notary Public, Commonwealth of Puerto Rico
My Commission Expires: Life
Affidavit: 4,231

CFN# 2026014869 OFFICIAL RECORDS O DOC_TYPE DEED BK 6917 PG 877 PAGE 3 OF 7

EXHIBIT "A"

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet and a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to a point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of

S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet; thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of the said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1325.46 feet to the Northerly Right-of-way line of Hilliard Isle road, as shown in County Road Map Book 1, Pages 118 through 126 of said Public Records; thence run the following twenty (20) courses along the Northerly, Easterly and Southerly Right-of-way lines of said Hilliard Isle Road: (1) S89°36'56"E, 363.38 feet; (2) N89°48'52"E, 290.22 feet; (3) N82°20'53"E, 85.47 feet; (4) S89°03'14"E, 142.37 feet; (5) N89°50'41"E, 324.99 feet; (6) S89°16'05"E, 603.55 feet; (7) S89°30'27"E, 214.98 feet; (8) S89°19'40"E, 388.97 feet; (9) S89°30'01"E, 360.64 feet; (10) S01°04'09"E, 43.23 feet; (11) N89°24'56"W, 135.91 feet; (12) S84°37'08"W, 226.34 feet; (13) N89°42'34"W, 384.57 feet; (14) N89°24'33"W, 288.14 feet; (15) S86°31'27"W, 36.52 feet; (16) N89°31'43"W, 378.55 feet; (17) N89°50'05"W, 391.79 feet; (18) N00°09'55"E, 21.22 feet; (19) N89°32'08"W, 799.48 feet; (20) S89°33'10"W, 134.70 feet to the aforesaid West line of the Southwest 1/4 of said Section 9; thence, departing aforesaid Right-of-way line of Hilliard Isle Road, S00°28'52"W along said West line, 61.76 feet; thence departing said West line, N90°00'00"E, 1088.97 feet; thence S00°00'00"E, 369.33 feet; thence S10°27'30"E, 46.45 feet; thence S19°33'01"E, 139.86 feet; thence S01°50'37"E, 303.50 feet; thence S21°32'43"W, 138.71 feet; thence S15°20'38"W, 41.49 feet; thence S00°28'29"W, 70.02 feet; thence S00°00'00"E, 569.49 feet; thence N80°23'14"E, 203.35 feet; thence S00°00'00"E, 776.18 feet; thence S89°58'29"E, 30.00 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the aforesaid Public Records; thence S89°35'11"E along the South line of the Northwest 1/4 of the aforesaid Section 16, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 568.33 feet; thence N00°00'00"E, 49.19 feet; thence N90°00'00"E, 217.00 feet; thence N00°00'00"E, 963.23 feet; thence N90°00'00"E, 126.57 feet; thence N00°00'00"E, 479.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 670.22 feet; thence N90°00'00"E, 695.74 feet; thence N51°10'08"E, 1098.33 feet to a point of the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "B"; thence Northwesterly along said shoreline 4000 feet, more or less to a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N60°37'37"W, 1821.17 feet from Reference Point "B"; thence N88°48'03"W along said North line, 396.41 feet to the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848 and Reference Point "C"; thence N32°46'20"W along said meander line, 636.36 feet to the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "D"; thence departing said meander line, run Northerly along said shoreline 950 feet, more or less, to a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said shoreline, N32°46'20"W along said meander line, 2329.15 feet to the North line of the Northwest 1/4 of the aforesaid Section 9 and a point lying N32°46'20"W, 3273.20 feet from aforesaid Reference Point "C"; thence departing said meander line, S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances

are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.

2. Easement recorded January 16, 1978, in Official Records Book 380, Page 465, of the Public Records of Osceola County, Florida.

3. Drainage Easement recorded August 31, 1988 in Official Records Book 889, Page 2111, of the Public Records of Osceola County, Florida.

4. Easement Deed in favor of Kissimmee Utility Authority recorded November 1, 2001 in Official Records Book 1951, Page 1184, of the Public Records of Osceola County, Florida.

5. Easement Deed in favor of Kissimmee Utility Authority recorded November 1, 2001 in Official Records 1951, Page 1190, of the Public Records of Osceola County, Florida.

6. Ordinance No. 2419 of the City of Kissimmee recorded March 15, 2002 in Official records Book 2018, Page 553, of the Public Records of Osceola County, Florida.

7. Ordinance No. 2602 of the City of Kissimmee recorded August 4, 2006 in Official Records Book 3237, Page 2225, of the Public Records of Osceola County, Florida.

8. Perpetual non-exclusive utility easement agreement recorded October 16, 2018 in Official Records Book 5418, Page 631, of the Public Records of Osceola County, Florida.

9. Ordinance No. 3091 recorded January 17, 2024 in Official Records Book 6534, Page 2769, of the Public Records of Osceola County, Florida.

10. Easements as set forth in Orders of Taking recorded January 9, 2023 in Official Records Book 6431, Page 2263 and recorded January 12, 2023 in Official Records Book 6344, Page 154, all of the Public Records of Osceola County, Florida.

11. Agreement recorded December 17, 2025 in Official Records Book 6895, Page 1664, of the Public Records of Osceola County, Florida.

12. Right of First Refusal Agreement recorded December 17, 2025 in Official Records Book 6894, Page 2626, of the Public Records of Osceola County, Florida.

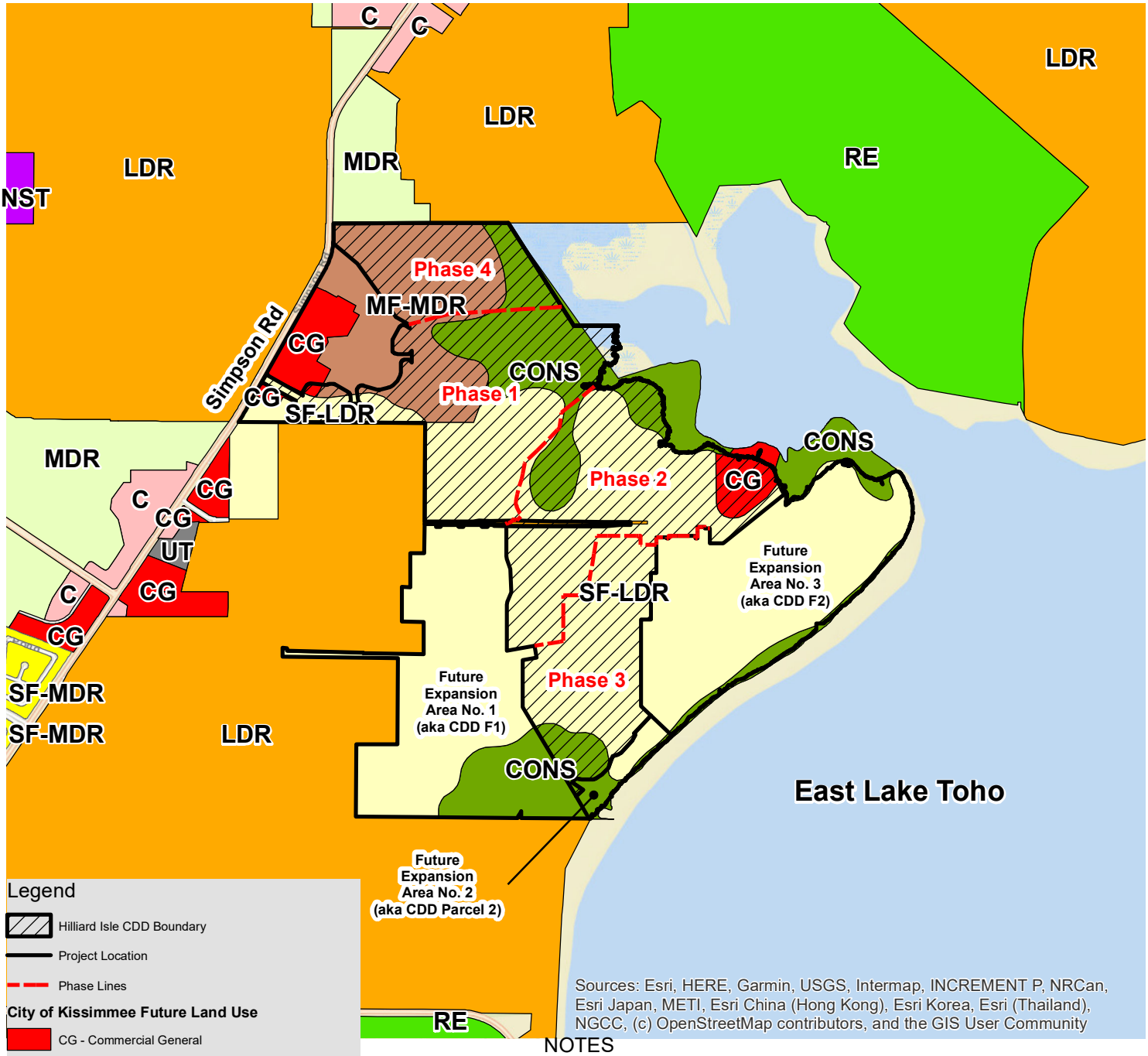
EXHIBIT 5
FUTURE LAND USE MAP

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 2,000 '



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines

City of Kissimmee Future Land Use

- CG - Commercial General
- CONS - Conservation
- MF-MDR - Multiple Family Medium Density Residential
- SF-LDR - Single Family Low Density Residential
- SF-MDR - Single Family Medium Density Residential
- UT - Utilities

Osceola County Future Land Use

- C - Commercial
- INST - Iinstitutional
- LDR - Low Density Residential
- MDR - Medium Density Residential
- RE - Rural Enclave

NOTES

1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.
3) Future Land Use information was obtained from the City of Kissimmee (10/06/25) and Osceola County (10/06/25) respectively.

Future Land Use Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.2 Future Land Use Map 04-15-26.mxd

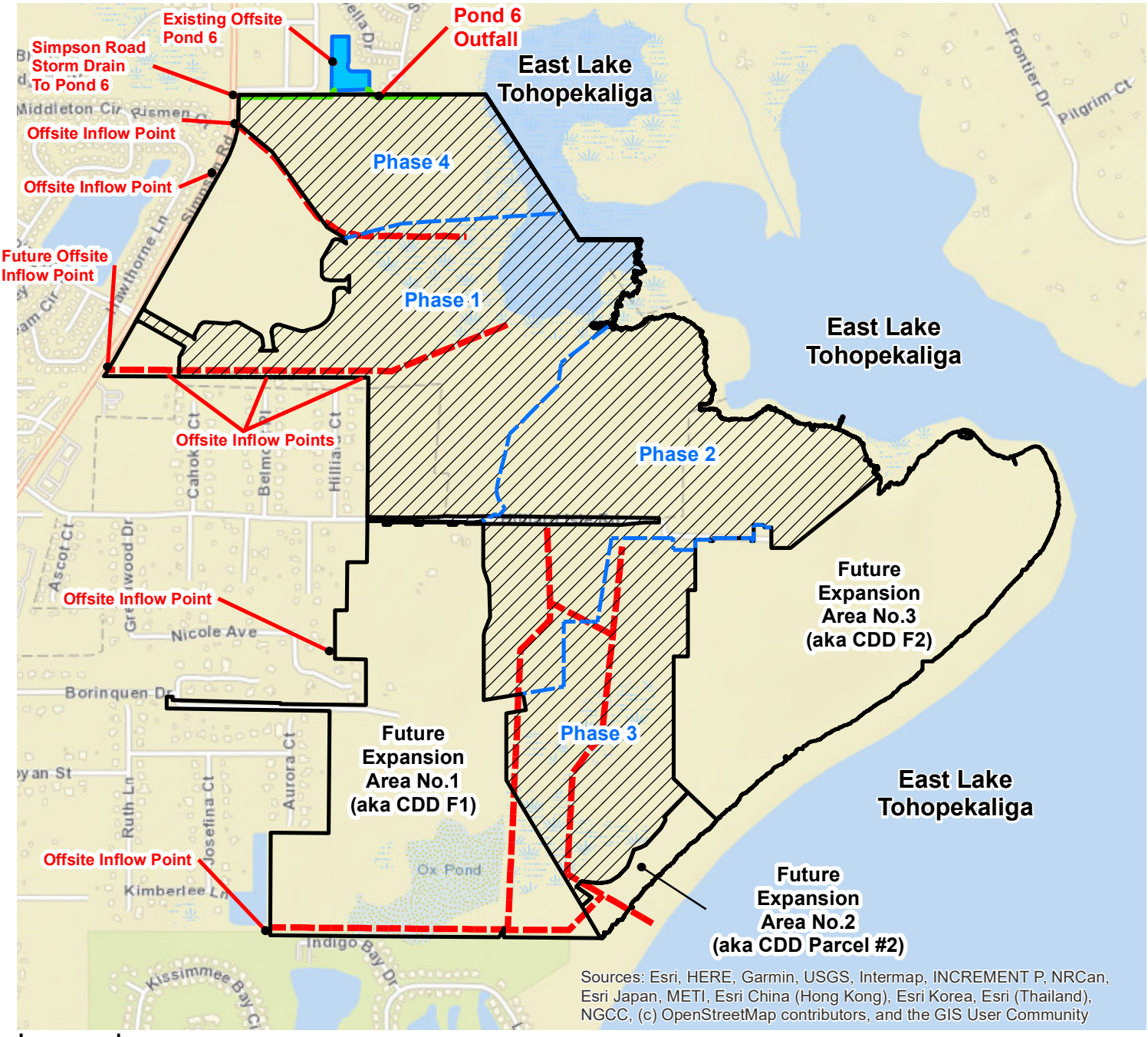
COMPOSITE EXHIBIT 6
EXISTING AND PROPOSED UTILITIES MAPS

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 1,400 '



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines
- Existing Ditch
- Existing Culvert

NOTES
1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

Drainage Map

McIntosh Associates an LJA company

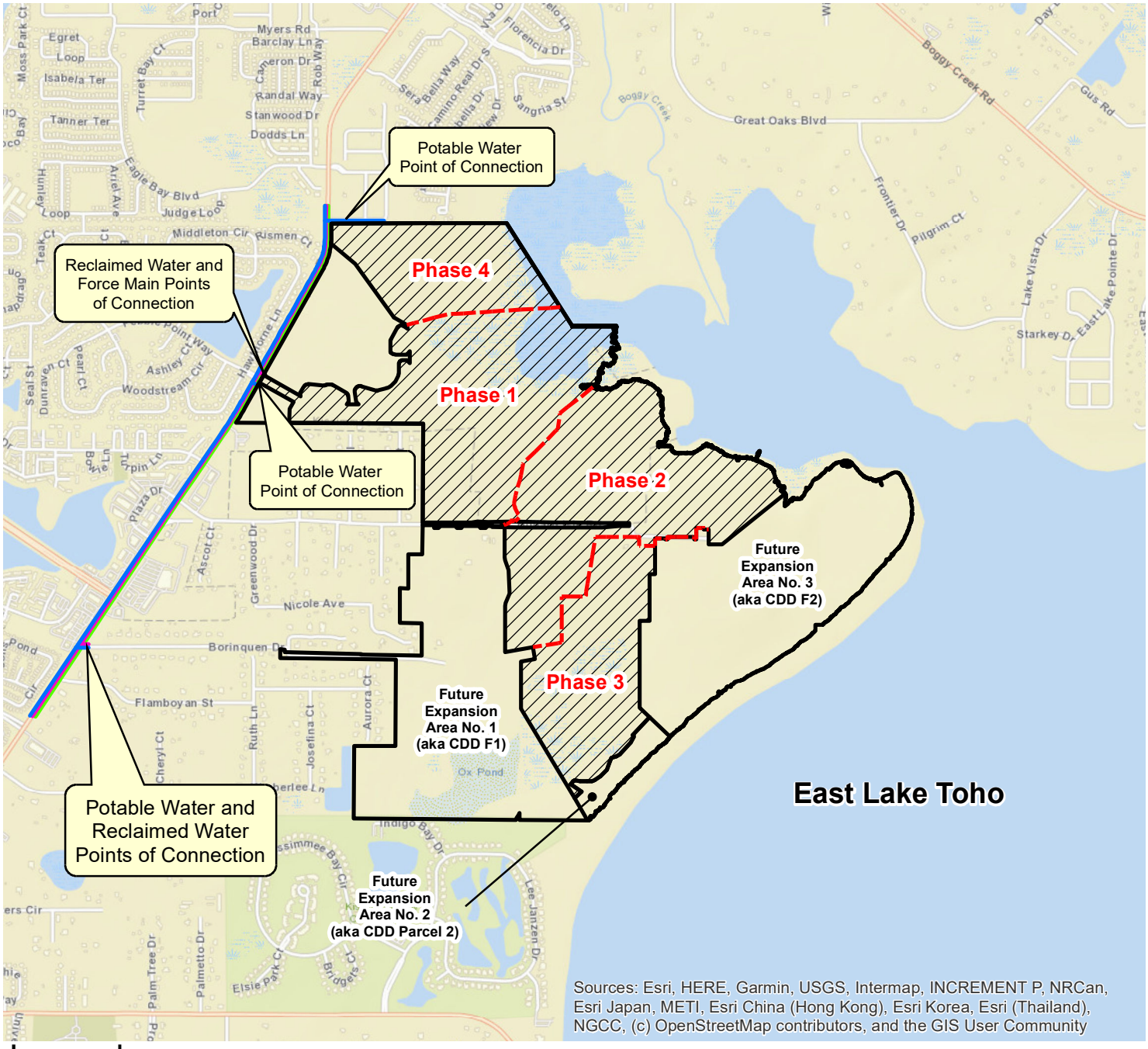
F:\Proj2021\21667\Gis\CDD Exhibits\A.4 Drainage Map 04-15-26.mxd

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 2,000 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines
- Existing Potable Water
- Existing Reclaimed Water
- Existing Force Main

NOTES
1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

Utilities Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.3 Utilities Map 04-15-26.mxd

COMPOSITE EXHIBIT 7
LIST OF FACILITIES, O&M RESPONSIBILITY AND ESTIMATED COSTS

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
PROPOSED COST ESTIMATES

PHASES 1-4

Component	Capital Improvements Estimated Cost
Roadway Construction (Onsite)	$2,744,000.00
Roadway Construction (Alleys)	$704,000.00
Roadway Construction (Offsite)	$786,000.00
Utiliites Construction (Onsite)	$12,938,000.00
Utiliites Construction (Offsite)	$603,000.00
Bridges / Waterway Crossing Construction	$2,242,000.00
Stormwater Construction	$14,665,000.00
Landscape and Irrigation	$12,582,000.00
Soft Costs	$7,089,000.00
Subtotal =	$54,353,000.00
Project Contingency =	$9,454,000.00
TOTAL =	**$63,807,000.00**

FUTURE DEVELOPMENT PHASES 5-8

Component	Capital Improvements Estimated Cost
Roadway Construction (Onsite)	$2,215,000.00
Roadway Construction (Alleys)	$644,000.00
Roadway Construction (Offsite)	$0.00
Utiliites Construction (Onsite)	$9,119,000.00
Utiliites Construction (Offsite)	$156,000.00
Bridges / Waterway Crossing Construction	$0.00
Stormwater Construction	$11,996,000.00
Landscape and Irrigation	$11,270,000.00
Soft Costs	$5,310,000.00
Subtotal =	$40,710,000.00
Project Contingency =	$7,080,000.00
TOTAL =	**$47,790,000.00**
GRAND TOTAL =	**$111,597,000.00**

EXHIBIT 6
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE OWNERSHIP & MAINTENANCE

Facility	Funded	Maintained	Ownership
Roads (Onsite)[1]	CDD	CITY/CDD	CITY/CDD
Roads (Alleys)	CDD	CDD	CDD
Roads (Offsite)[2]	CDD	COUNTY	COUNTY
Utilities (Onsite)	CDD	TOHO	TOHO
Utilities (Offsite)[3]	CDD	TOHO	TOHO
Bridges / Waterway Crossing Construction[4]	CDD	COUNTY	COUNTY
Stormwater Management	CDD	CDD	CDD
Landscaping & Irrigation	CDD	CDD	CDD

1) Except for tracts designated by the City as right-of-way (private), the City will own and maintain all tracts designated as right-of-way (public) within the District boundaries. The District will own and maintain all tracts designated as right-of-way (private) and such tracts will be public roadways and open to the public

2) Simpson Road turn lanes at main entrance (Sagewood Blvd.)

3) Water Main and Reclaim Main constructed within Borinquen Dr (County) Right-of-Way, from Simpson Rd to District.

4) Ditch and box culvert along south side of Sagewood Blvd (project entrance)

EXHIBIT 8
STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **Hilliard Isle Community Development District** (the "District"). The proposed District comprises approximately 451 acres of land and may, by future boundary amendment, contain an additional 240.544 acres of land, all located within the City of Kissimmee, Florida (hereafter "City"). The project is planned for approximately 989 residential units, and may, by future boundary amendment, contain an additional 1,027 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Hilliard Isle Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will initially encompass approximately 451 acres and an additional 240.544 acres in a future expansion parcels.

The development plan for the proposed lands within the District includes approximately 989 residential units (phases 1-4) in the initial boundaries of the District and 1,027 residential units (phases 5-8) in the future expansion parcels. Such uses are authorized for inclusion within the District. A community development district ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Hilliard Isle. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to

[1] For the purposes of this SERC, the term "agency" means City of Kissimmee and the term "rule" means the ordinance(s) which the City of Kissimmee will enact in connection with the creation of the District.

comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Hilliard Isle Community Development District is a community that is proposed to include approximately 989 residential units in the initial District and 1,027 units within the future expansion parcels. Formation and expansion of the District would put all these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the developer and any other landowner will also be under the jurisdiction of the District. Such owners purchase property within the District willingly and with knowledge and advance notice they are subject to the District's jurisdiction, including notice recorded in the public records, in title and through purchase and sale agreements.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The proposed District will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the Florida Department of Economic Opportunity, which offsets such costs.

City of Kissimmee

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the City charges the petitioner a filing fee to cover the cost of staff review of the petition.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide

to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1.
Hilliard Isle CDD Proposed Facilities and Services

District Infrastructure	Finance*	Ownership	O&M
Onsite Roads**	CDD	City/CDD	City/CDD
Offsite Roads	CDD	County	County
Alleys	CDD	CDD	CDD
Onsite and Offsite Utilities	CDD	Toho	Toho
Bridges/Waterway Crossings	CDD	County	County
Stormwater Management	CDD	CDD	CDD
Landscape and Hardscape	CDD	CDD	CDD

CDD=Hilliard Isle; County=Osceola; and Toho=Toho Water Authority

*Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the capital facilities in Table 1 will be financed by the District.

**Except for tracts designated by the City as right-of-way (private), the City will own and maintain all tracts designated as right-of-way (public) within the District boundaries. The District will own and maintain all tracts designated as right-of-way (private) and such tracts will be public roadways and open to the public.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities for the initial proposed District are estimated to be approximately $63,807,000 and for the future expansion parcels an estimated $47,790,000, for a total of $111,597,000. The District may issue special assessment bonds or other revenue bonds to fund the construction and/or acquisition of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

Table 2. Cost Estimate for District Facilities

Infrastructure	Initial District	Future Expansion Parcel
Onsite Roads	2,744,000	$2,215,000
Offsite Roads	786,000	0
Alleys	704,000	644,000
Onsite and Offsite Utilities	13,541,000	9,275,000
Bridges/Waterway Crossings	2,242,000	0
Stormwater Management	14,665,000	11,996,000
Landscape and Hardscape	12,582,000	11,270,000
Soft Costs	7,089,000	5,310,000
Contingency	9,454,000	7,080,000
Total	$63,807,000	$47,790,000

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, the proposed District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, the proposed District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type,

quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the proposed District has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the proposed District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District*.
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District.*

Property insurance may also be required and is not reflected in the above estimate.

15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.*

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Kissimmee has an estimated population of more than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a "small city" according to Section 120.52(18), *Florida Statutes*.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
January 8, 2026
Revised April 8, 2026 and April 20, 2026

EXHIBIT 9
AUTHORIZATION OF AGENT

AUTHORIZATION OF AGENTS

This letter shall serve as a designation of Ryan J. Dugan of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32312, to act as agent for Pulte Home Company, LLC, a Michigan limited liability company, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Kissimmee, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: Hannah Rose

Print Name: EUGENIA RIOS-DEVA

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: SEAN BAILEY
Its: DIRECTOR - LAND DEVELOPMENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January 2026, by Sean Bailey, as Director of Land, of Pulte Home Company, LLC, a Michigan limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

Name: Lia Diaz
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LIA Y. DIAZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-8-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 626881

EXHIBIT 10
PROPOSED ESTABLISHMENT ORDINANCE

PROPOSED ORDINANCE NO. 26-15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company, has petitioned the City Commission ("Commission") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT ("District"); and

WHEREAS, the Commission, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct.

2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the City of Kissimmee 2040 Comprehensive Plan, or the State Comprehensive Plan.

3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The area that will be served by the District is amenable to separate special-district

government.

WHEREAS, it is the policy of the State of Florida, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

BE IT ORDAINED BY THE CITY COMMISSION OF KISSIMMEE, FLORIDA:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

SECTION TWO: ESTABLISHMENT OF THE DISTRICT

The District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: SUFFICIENTLY CONTIGUOUS LANDS

The petition identified sufficiently contiguous lands located outside of the initial boundaries of the District, which are described in Exhibit B hereto ("Future Expansion Parcels"). Pursuant to Section 190.046(1)(h) Florida Statutes, within ten (10) years of the effective date of

this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the Future Expansion Parcels.

SECTION FOUR: DESIGNATION OF INITIAL BOARD OF SUPERVISORS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District:

1. Sean Bailey
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

2. Mary Burns
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

3. Dan Edwards
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

4. Serena Turke
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

5. Richard Jerman
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

SECTION FIVE: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Hilliard Isle Community Development District."

SECTION SIX: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

SECTION SEVEN: CONSENT TO SPECIAL POWERS

Upon the effective date of this Ordinance, the District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The Commission hereby consents to the exercise by the District of special powers set forth in Section 190.012(2)(a) and 190.012(2)(d), Florida Statutes, to plan, establish, acquire, construct

or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION EIGHT: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION NINE: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

SECTION TEN: EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Exhibit A
Legal Description of Boundaries of District

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

DESCRIPTION:

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER *December 17, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 9
DATE: 04/2025				

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 3 – 7 FOR SKETCH
–SEE SHEET 8 FOR LINE TABLE
–SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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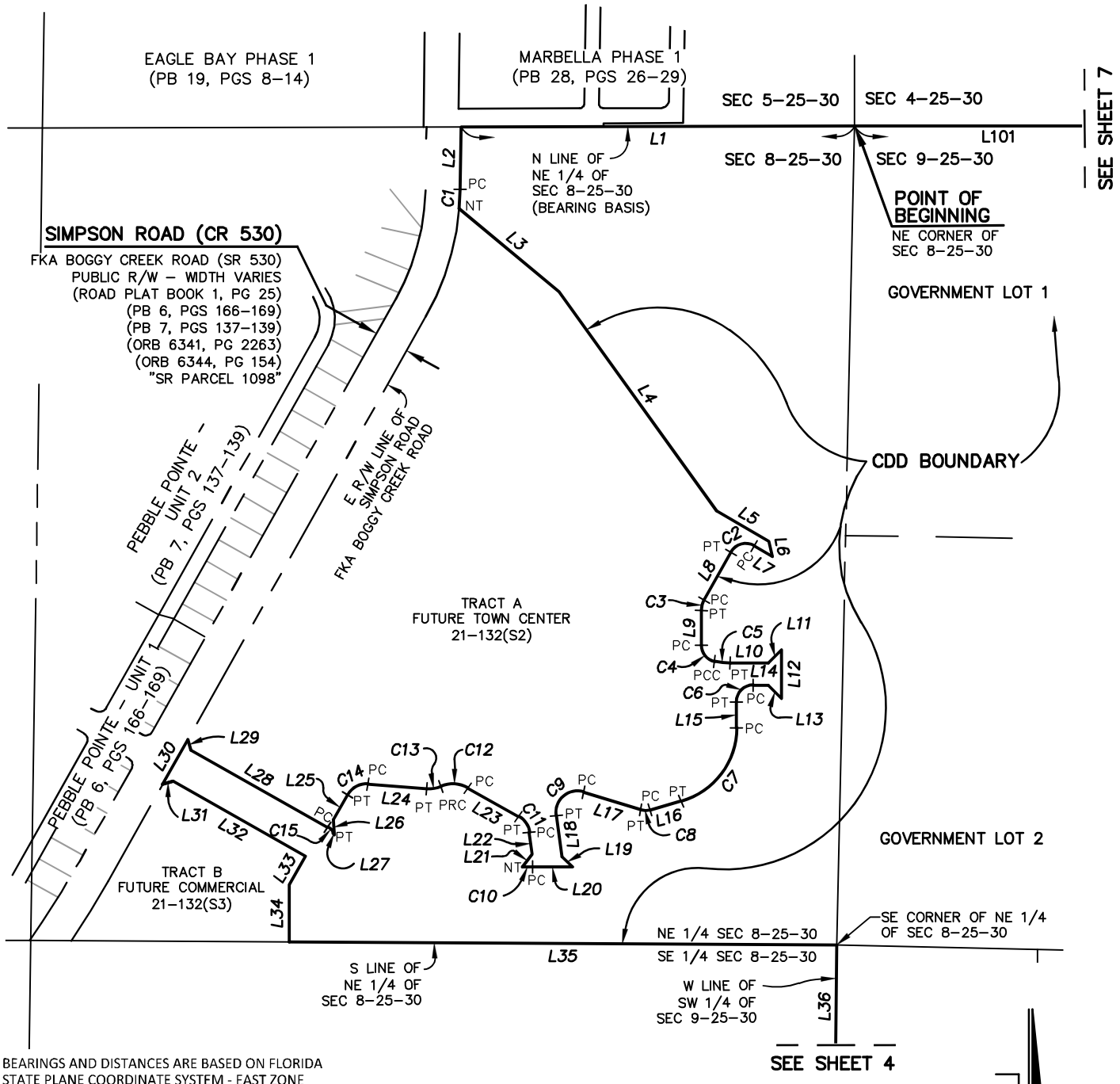
Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

N

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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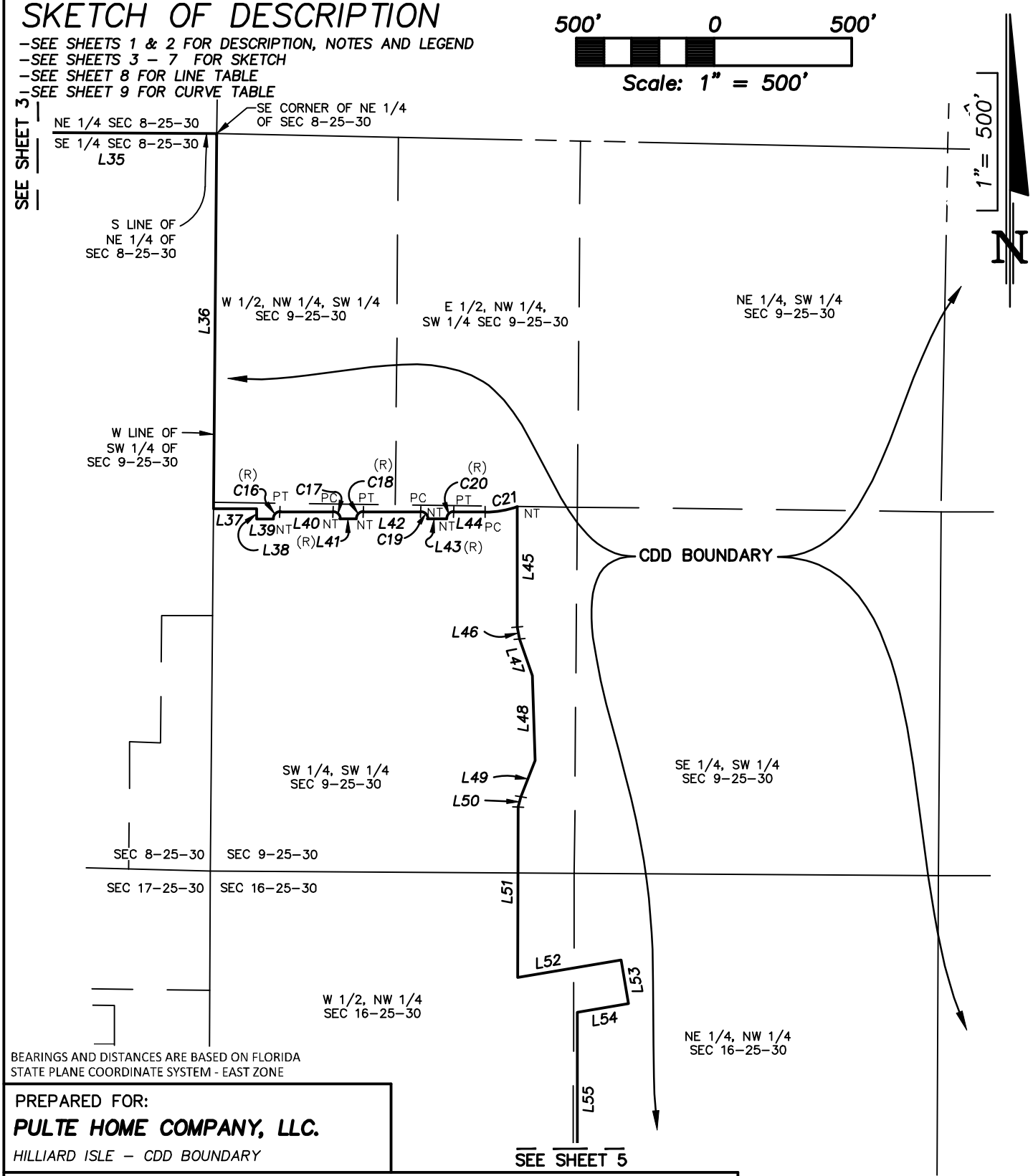
Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

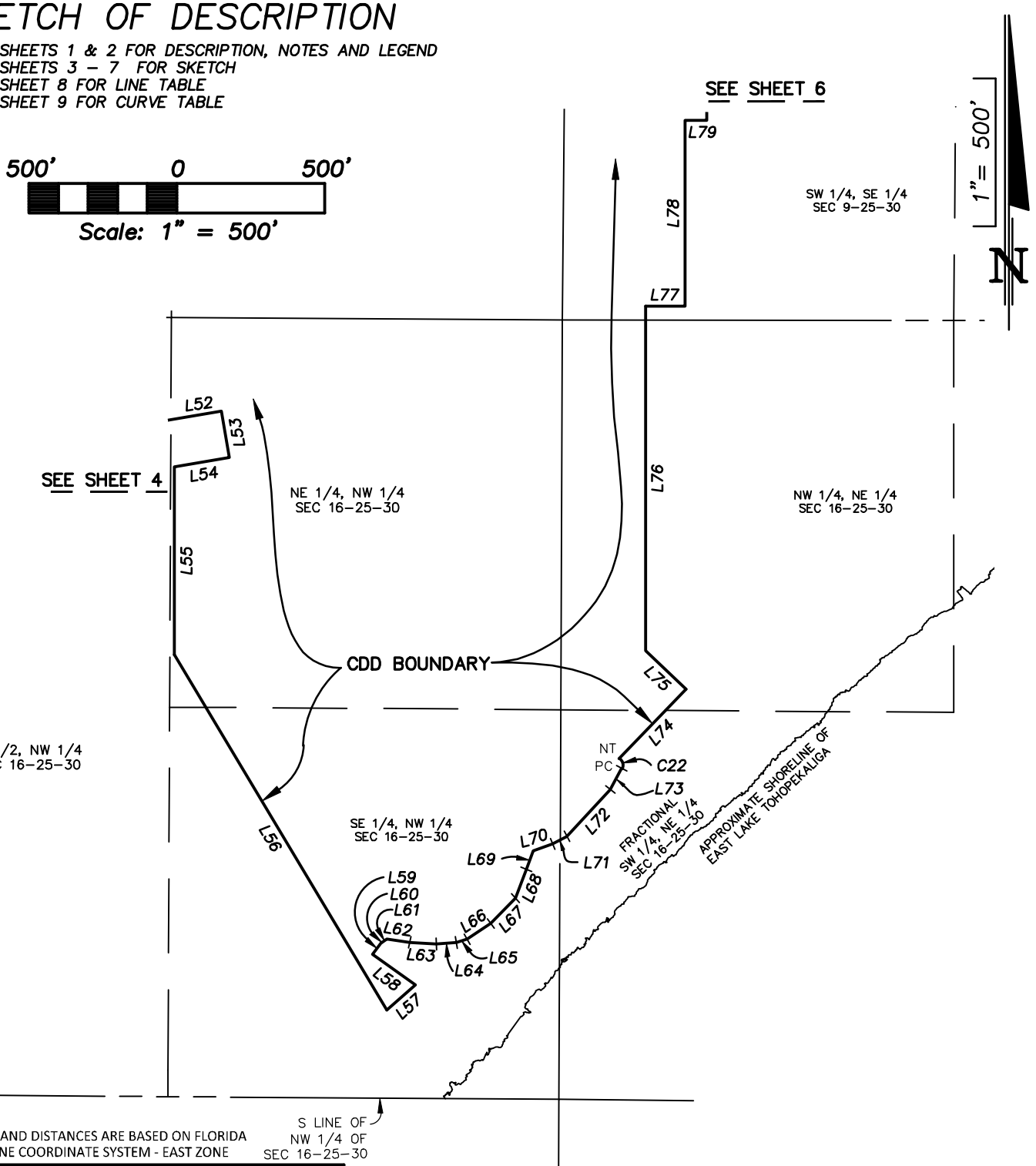
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 5
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

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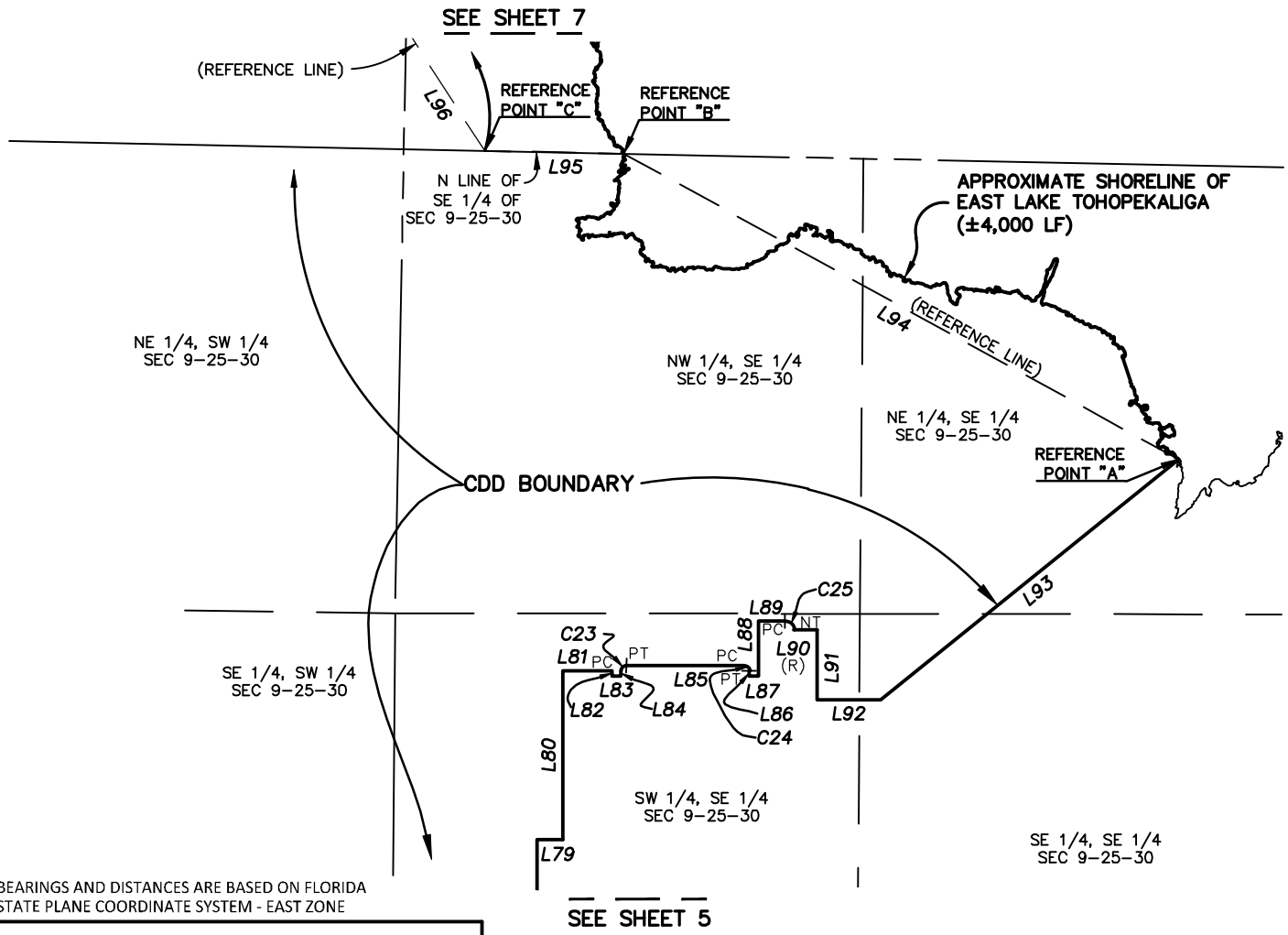

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

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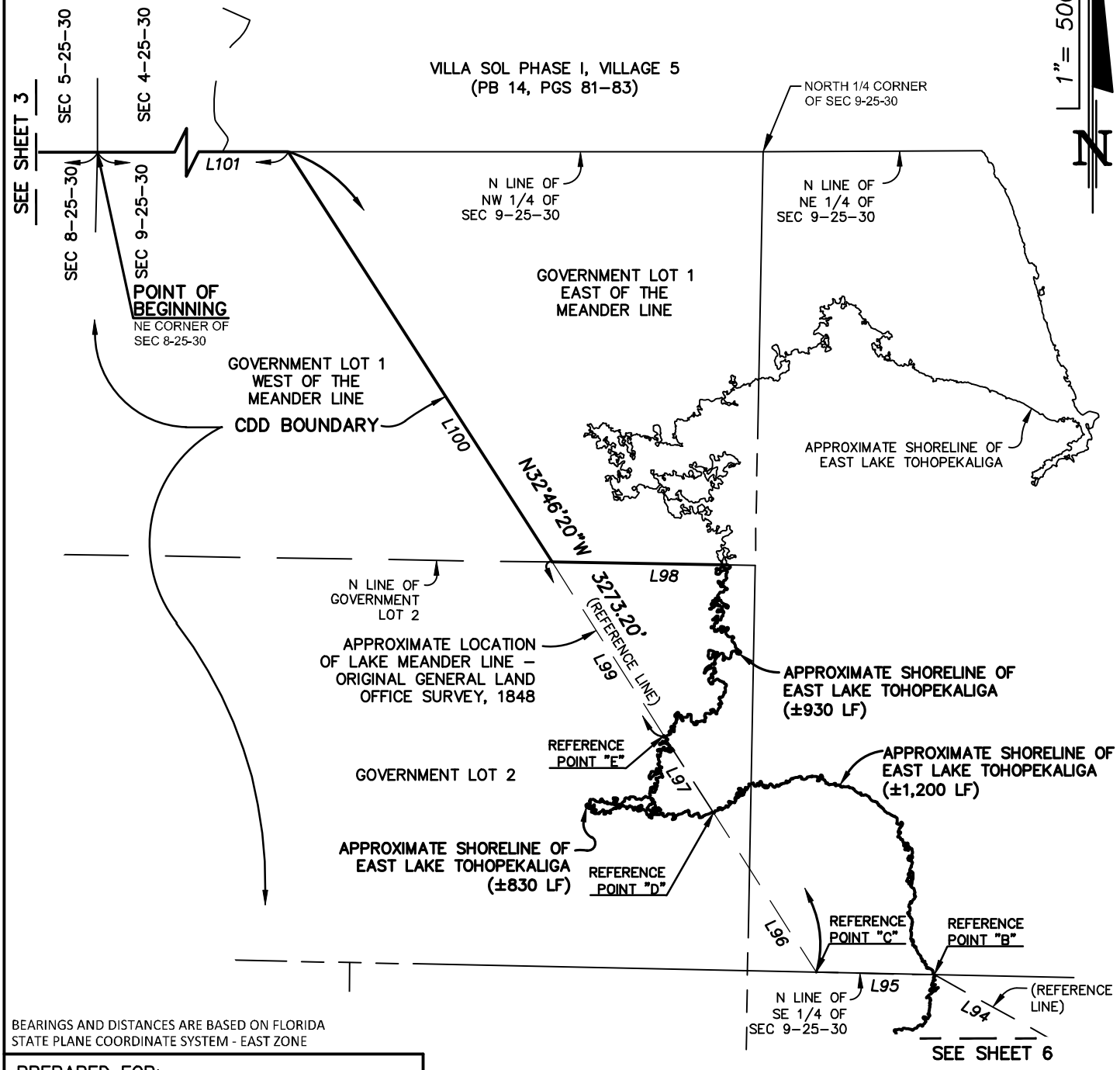


BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Exhibit B
Description of Future Expansion Parcels

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

That part of Sections 8, 9, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1363.79 feet to the POINT OF BEGINNING; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of the Northeast 1/4 of Section 8, Township 25 South, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
N/A	NOT APPLICABLE
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(R)	RADIAL
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE - CDD F1

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:08-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

(CONTINUED FROM SHEET 1)

thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II - 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II - 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II - 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II - 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II - 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 388.17 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 166.544 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

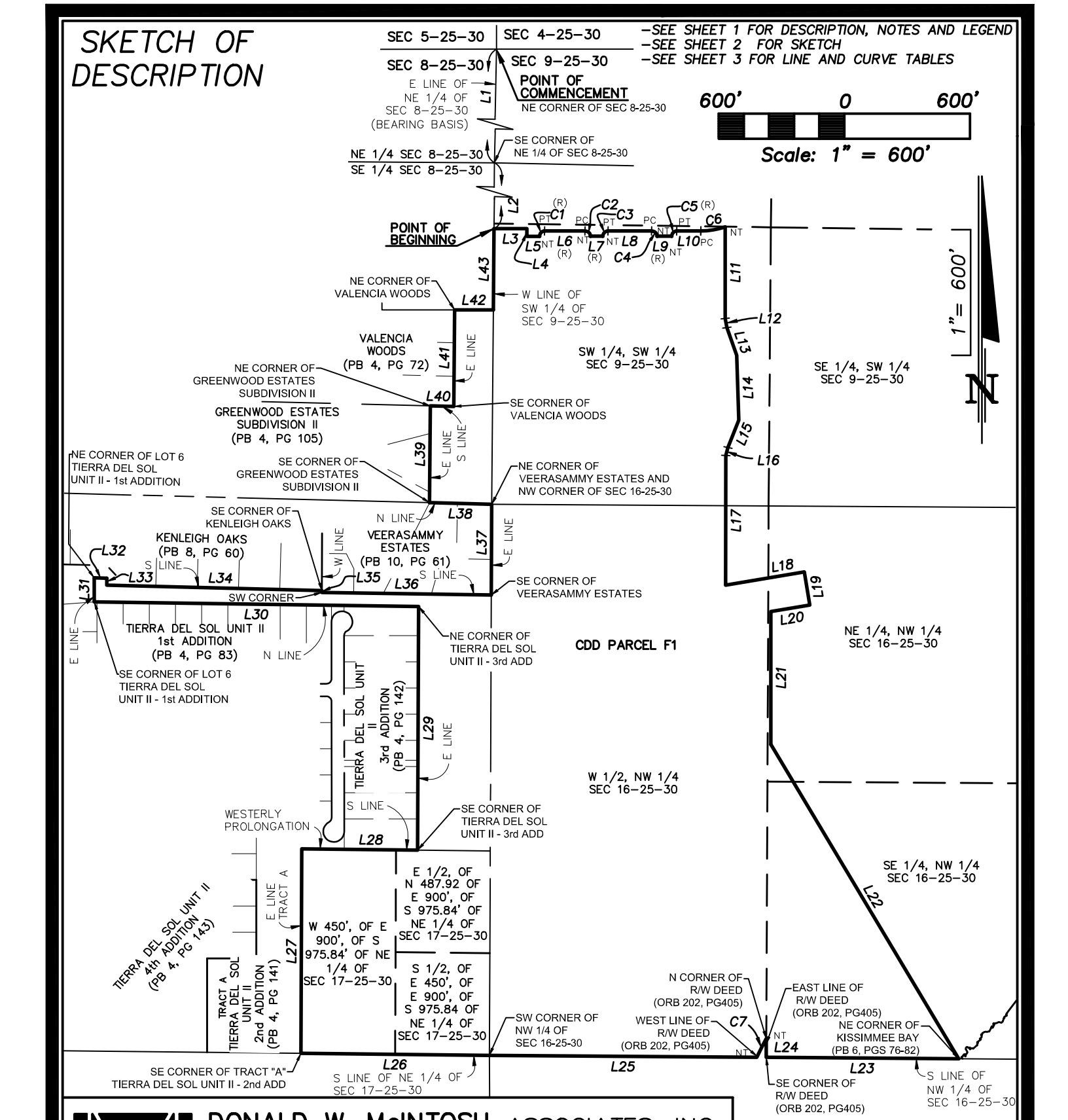
BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH
-SEE SHEET 3 FOR LINE AND CURVE TABLES



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

Printed: Tue 13-May-2025 – 09:14AM
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SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 6 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	1363.79'
L3	N90°00'00"E	156.45'
L4	S00°00'00"E	36.76'
L5	N90°00'00"E	60.00'
L6	N90°00'00"E	192.50'
L7	N90°00'00"E	60.00'
L8	N90°00'00"E	208.50'
L9	N90°00'00"E	70.00'
L10	N90°00'00"E	114.49'
L11	S00°00'00"E	437.33'
L12	S10°27'30"E	43.89'
L13	S19°33'01"E	141.00'
L14	S01°50'37"E	308.94'
L15	S21°32'43"W	141.00'
L16	S15°20'38"W	38.72'
L17	S00°03'08"W	619.67'
L18	N80°23'14"E	379.52'
L19	S09°36'46"E	160.00'
L20	S80°23'14"W	188.06'
L21	S00°00'00"E	634.21'
L22	S30°52'34"E	1748.28'
L23	N89°35'11"W	919.30'
L24	N00°15'05"E	89.61'
L25	N89°35'11"W	1276.75'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N89°22'23"W	899.98'
L27	N00°14'56"E	975.82'
L28	S89°22'23"E	553.25'
L29	N00°14'56"E	1163.21'
L30	N89°11'18"W	1549.14'
L31	N00°05'52"W	114.89'
L32	S88°31'30"E	60.02'
L33	S00°05'52"E	32.98'
L34	S88°32'07"E	1026.80'
L35	S00°15'52"W	9.50'
L36	S89°11'18"E	809.76'
L37	N00°14'56"E	432.86'
L38	N88°31'34"W	297.00'
L39	N00°29'12"E	462.00'
L40	S88°31'34"E	111.50'
L41	N00°29'12"E	461.18'
L42	N89°56'36"E	185.39'
L43	N00°28'52"E	388.17'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C2	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C3	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C4	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C5	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C6	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C7	1196.22'	4°48'05"	100.24'	S27°00'55"W	100.21'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR SKETCH
–SEE SHEET 3 FOR LINE AND CURVE TABLES

DESCRIPTION:

That part of Section 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4 of Section 16, a distance of 2241.17 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Page 76 of the Official Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along aforesaid South line, S89°35'11"E, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 379.46 feet; thence S43°44'38"W, 326.94 feet to a non–tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of S14°20'30"E, and a chord distance of 33.78 feet; thence Southerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to the point of tangency; thence S28°09'35"W, 80.51 feet; thence S42°50'59"W, 216.41 feet; thence S61°48'44"W, 54.34 feet; thence S71°06'37"W, 69.50 feet; thence S19°38'22"W, 67.17 feet; thence S21°20'32"W, 103.91 feet; thence S44°14'29"W, 119.55 feet; thence S56°00'29"W, 95.36 feet; thence S73°11'56"W, 38.88 feet; thence S85°27'07"W, 67.47 feet; thence N86°06'14"W, 89.73 feet; thence N82°32'42"W, 78.35 feet; thence S58°46'44"W, 19.83 feet; thence S33°13'45"W, 1.79 feet; thence S37°49'57"W, 49.01 feet; thence S54°19'58"E, 177.08 feet; thence S48°15'11"W, 128.20 feet; thence S30°52'34"E, 348.88 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 13 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 16–25–30	SECTION 16, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°35'11"E along the South line of the Northwest 1/4 of Section 16, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.01 10:23:47-04'00'

JAMES D. LEVINER *April 22, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

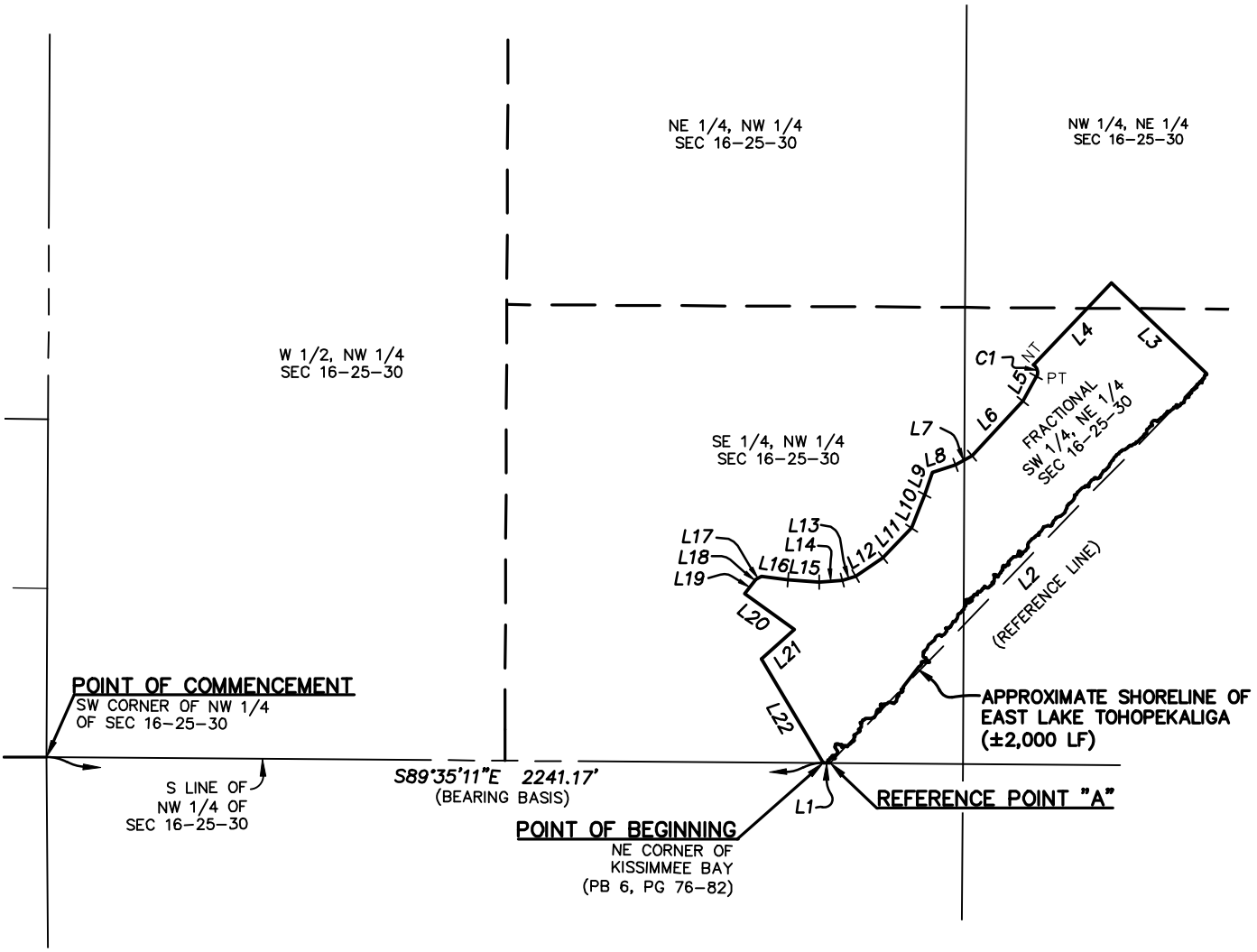
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

-SEE SHEET 1 DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 3 FOR LINE AND CURVE TABLES

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 3

1"= 500'

N

Printed: Tue 22-Apr-2025 - 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S8) Hilliard Isle CDD Parcel 2.dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°35'11"E	19.10'
L2	N44°04'43"E	1563.92'
L3	N46°29'48"W	379.46'
L4	S43°44'38"W	326.94'
L5	S28°09'35"W	80.51'
L6	S42°50'59"W	216.41'
L7	S61°48'44"W	54.34'
L8	S71°06'37"W	69.50'
L9	S19°38'22"W	67.17'
L10	S21°20'32"W	103.91'
L11	S44°14'29"W	119.55'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L12	S56°00'29"W	95.36'
L13	S73°11'56"W	38.88'
L14	S85°27'07"W	67.47'
L15	N86°06'14"W	89.73'
L16	N82°32'42"W	78.35'
L17	S58°46'44"W	19.83'
L18	S33°13'45"W	1.79'
L19	S37°49'57"W	49.01'
L20	S54°19'58"E	177.08'
L21	S48°15'11"W	128.20'
L22	S30°52'34"E	348.88'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°00'11"	37.09'	S14°20'30"E	33.78'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

–SEE SHEETS 2 – 3 FOR SKETCH
–SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

That part of Sections 9, 10, 15 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 280.55 feet to the POINT OF BEGINNING; thence departing said South line, S00°00'00"E, 1116.57 feet; thence S46°29'48"E, 568.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northerly along said shoreline, 7250 feet, more or less to a point, lying N25°19'37"E, 3612.67 feet from Reference Point "A"; thence departing said shoreline, S51°10'08"W, 1088.54 feet; thence N90°00'00"W, 179.13 feet; thence N00°00'00"E, 197.79 feet; thence N90°00'00"W, 67.00 feet to a radial curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 35.36 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"W, 75.00 feet; thence S00°00'00"E, 156.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 21.21 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"W, 335.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 21.21 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet; thence N90°00'00"W, 140.00 feet; thence S00°00'00"E, 481.00 feet; thence N90°00'00"W, 73.00 feet; thence S00°00'00"E, 629.00 feet; thence N90°00'00"W, 133.57 feet; thence S00°00'00"E, 46.86 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 61 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of Northeast 1/4 of Section 8-25-30, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
(R)	RADIAL

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:42-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

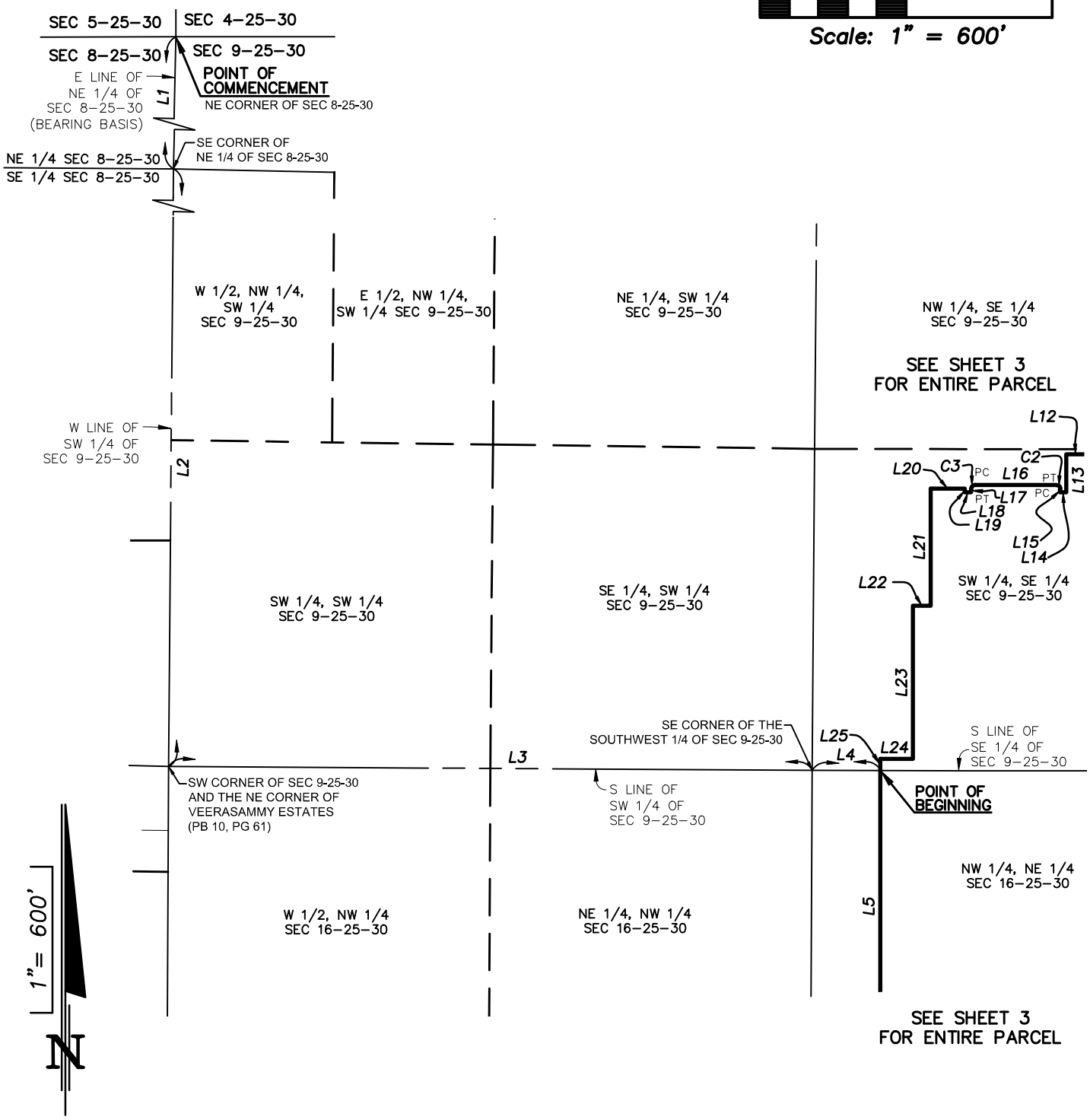
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
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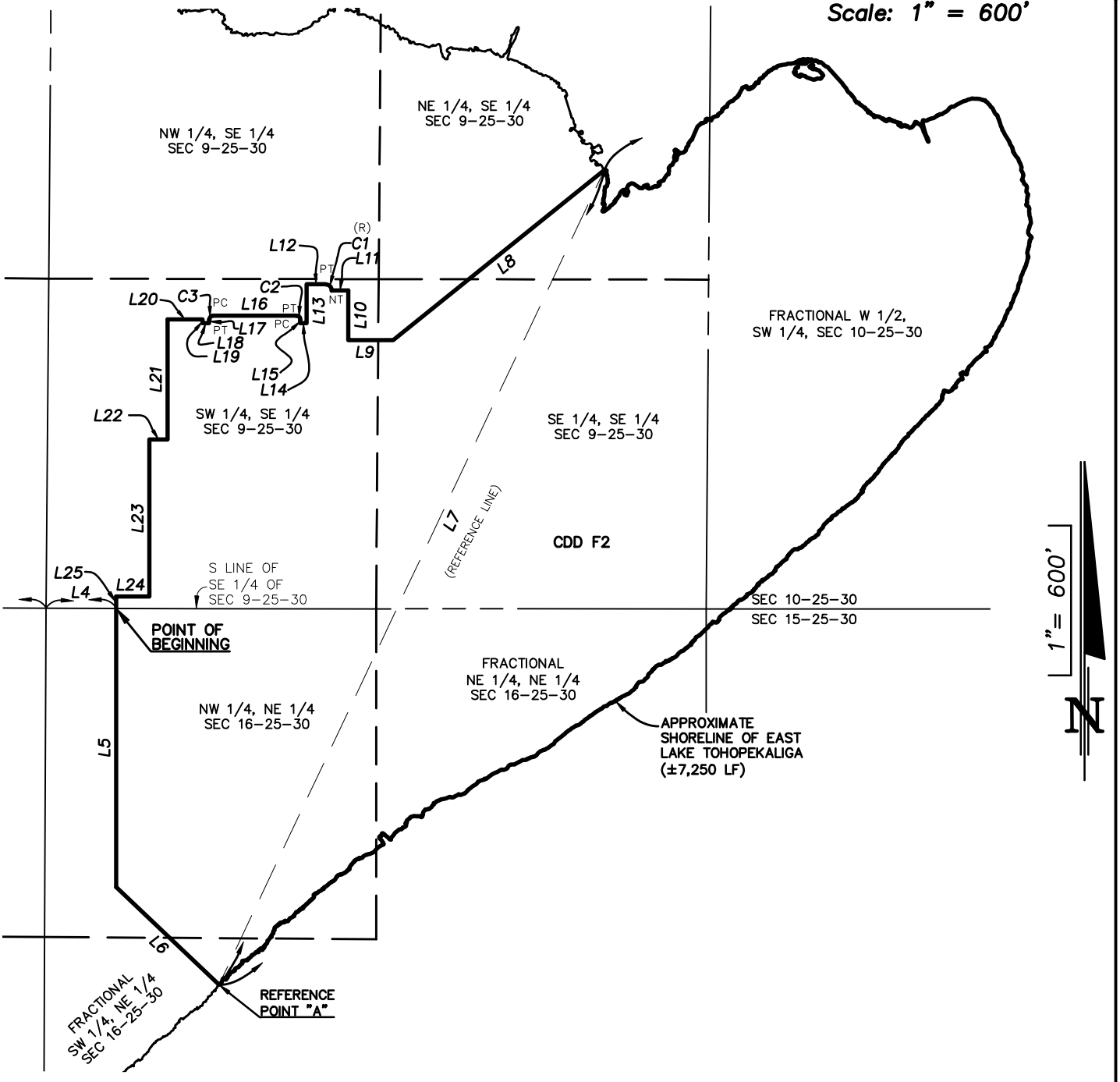
CS# 21–132(S10)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
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CS# 21–132(S10)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 - 3 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	2680.10'
L3	S89°39'56"E	2643.99'
L4	S89°56'02"E	280.55'
L5	S00°00'00"E	1116.57'
L6	S46°29'48"E	568.33'
L7	N25°19'37"E	3612.67'
L8	S51°10'08"W	1088.54'
L9	N90°00'00"W	179.13'
L10	N00°00'00"E	197.79'
L11	N90°00'00"W	67.00'
L12	N90°00'00"W	75.00'
L13	S00°00'00"E	156.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N90°00'00"W	26.00'
L15	N00°00'00"E	15.00'
L16	N90°00'00"W	335.00'
L17	S00°00'00"E	15.00'
L18	N90°00'00"W	26.00'
L19	N00°00'00"E	15.00'
L20	N90°00'00"W	140.00'
L21	S00°00'00"E	481.00'
L22	N90°00'00"W	73.00'
L23	S00°00'00"E	629.00'
L24	N90°00'00"W	133.57'
L25	S00°00'00"E	46.86'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"W	35.36'
C2	15.00'	90°00'00"	23.56'	N45°00'00"W	21.21'
C3	15.00'	90°00'00"	23.56'	S45°00'00"W	21.21'

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD F2

Printed: Tue 13-May-2025 - 11:42AM
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PROPOSED ORDINANCE NO. 26-15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company, has petitioned the City Commission ("Commission") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT ("District"); and

WHEREAS, the Commission, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct.

2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the City of Kissimmee 2040 Comprehensive Plan, or the State Comprehensive Plan.

3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The area that will be served by the District is amenable to separate special-district

government.

WHEREAS, it is the policy of the State of Florida, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

BE IT ORDAINED BY THE CITY COMMISSION OF KISSIMMEE, FLORIDA:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

SECTION TWO: ESTABLISHMENT OF THE DISTRICT

The District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: SUFFICIENTLY CONTIGUOUS LANDS

The petition identified sufficiently contiguous lands located outside of the initial boundaries of the District, which are described in Exhibit B hereto ("Future Expansion Parcels"). Pursuant to Section 190.046(1)(h) Florida Statutes, within ten (10) years of the effective date of

this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the Future Expansion Parcels.

SECTION FOUR: DESIGNATION OF INITIAL BOARD OF SUPERVISORS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District:

1. Sean Bailey
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

2. Mary Burns
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

3. Dan Edwards
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

4. Serena Turke
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

5. Richard Jerman
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

SECTION FIVE: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Hilliard Isle Community Development District."

SECTION SIX: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

SECTION SEVEN: CONSENT TO SPECIAL POWERS

Upon the effective date of this Ordinance, the District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The Commission hereby consents to the exercise by the District of special powers set forth in Section 190.012(2)(a) and 190.012(2)(d), Florida Statutes, to plan, establish, acquire, construct

or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION EIGHT: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION NINE: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

SECTION TEN: EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Exhibit A
Legal Description of Boundaries of District

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR DESCRIPTION
–SEE SHEETS 3 – 7 FOR SKETCH
–SEE SHEET 8 FOR LINE TABLE
–SEE SHEET 9 FOR CURVE TABLE

DESCRIPTION:

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner
Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER *December 17, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 9
DATE: 04/2025				

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

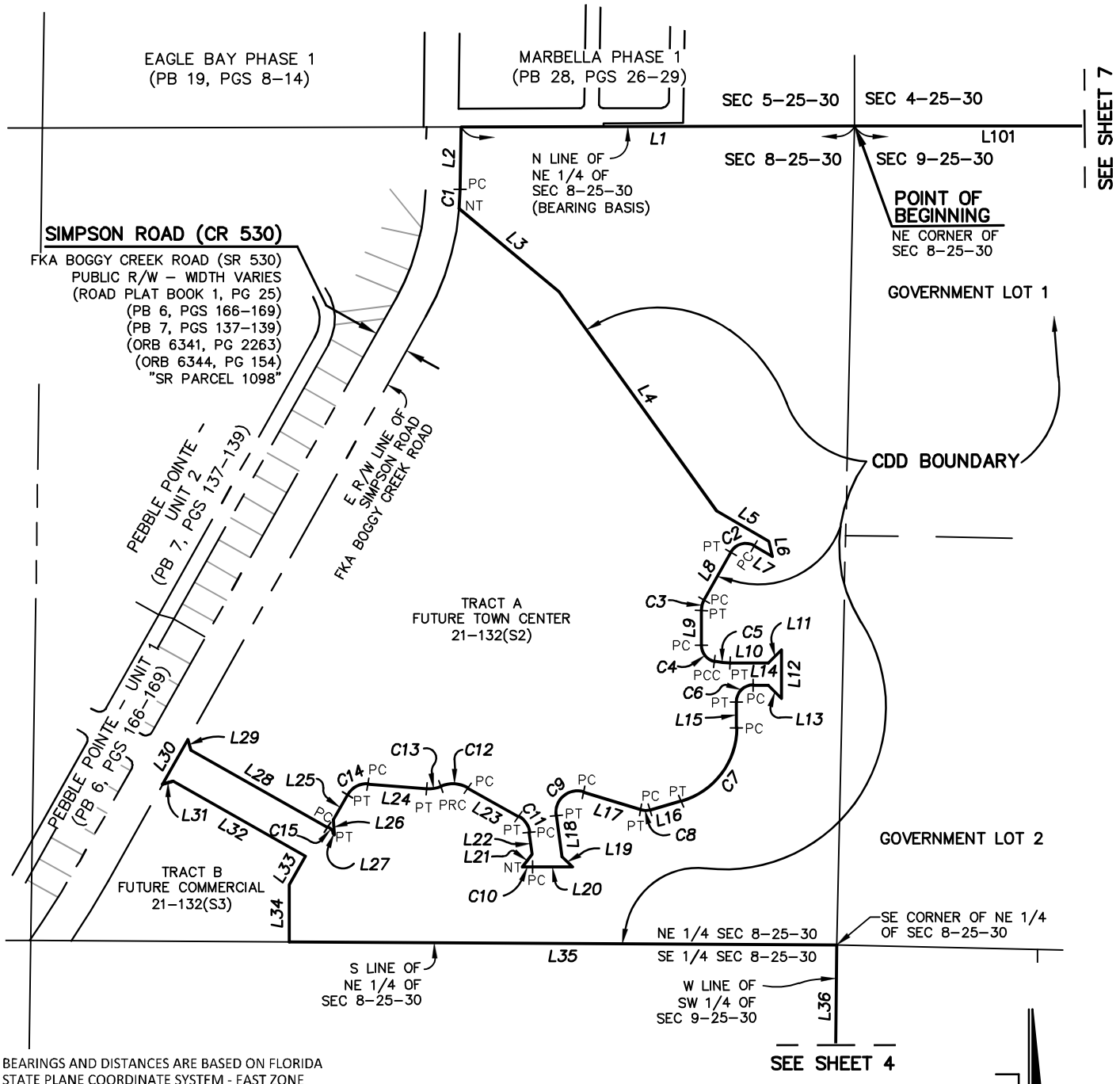
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD BOUNDARY

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
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DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

N

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N

SEE SHEET 3

NE 1/4 SEC 8-25-30
SE 1/4 SEC 8-25-30
L35
SE CORNER OF NE 1/4 OF SEC 8-25-30
S LINE OF NE 1/4 OF SEC 8-25-30
L36
W 1/2, NW 1/4, SW 1/4 SEC 9-25-30
E 1/2, NW 1/4, SW 1/4 SEC 9-25-30
NE 1/4, SW 1/4 SEC 9-25-30
W LINE OF SW 1/4 OF SEC 9-25-30
(R) C16 PT C17 PC C18 PT PC C20 PT C21 NT
L37 L39 NT L40 NT NT L42 C19 NT L44 PC
L38 (R) L41 L43 (R)
CDD BOUNDARY
L45
L46
L47
L48
L49
L50
SW 1/4, SW 1/4 SEC 9-25-30
SE 1/4, SW 1/4 SEC 9-25-30
SEC 8-25-30 SEC 9-25-30
SEC 17-25-30 SEC 16-25-30
L51
L52
L53
L54
L55
W 1/2, NW 1/4 SEC 16-25-30
NE 1/4, NW 1/4 SEC 16-25-30

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

SEE SHEET 5

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
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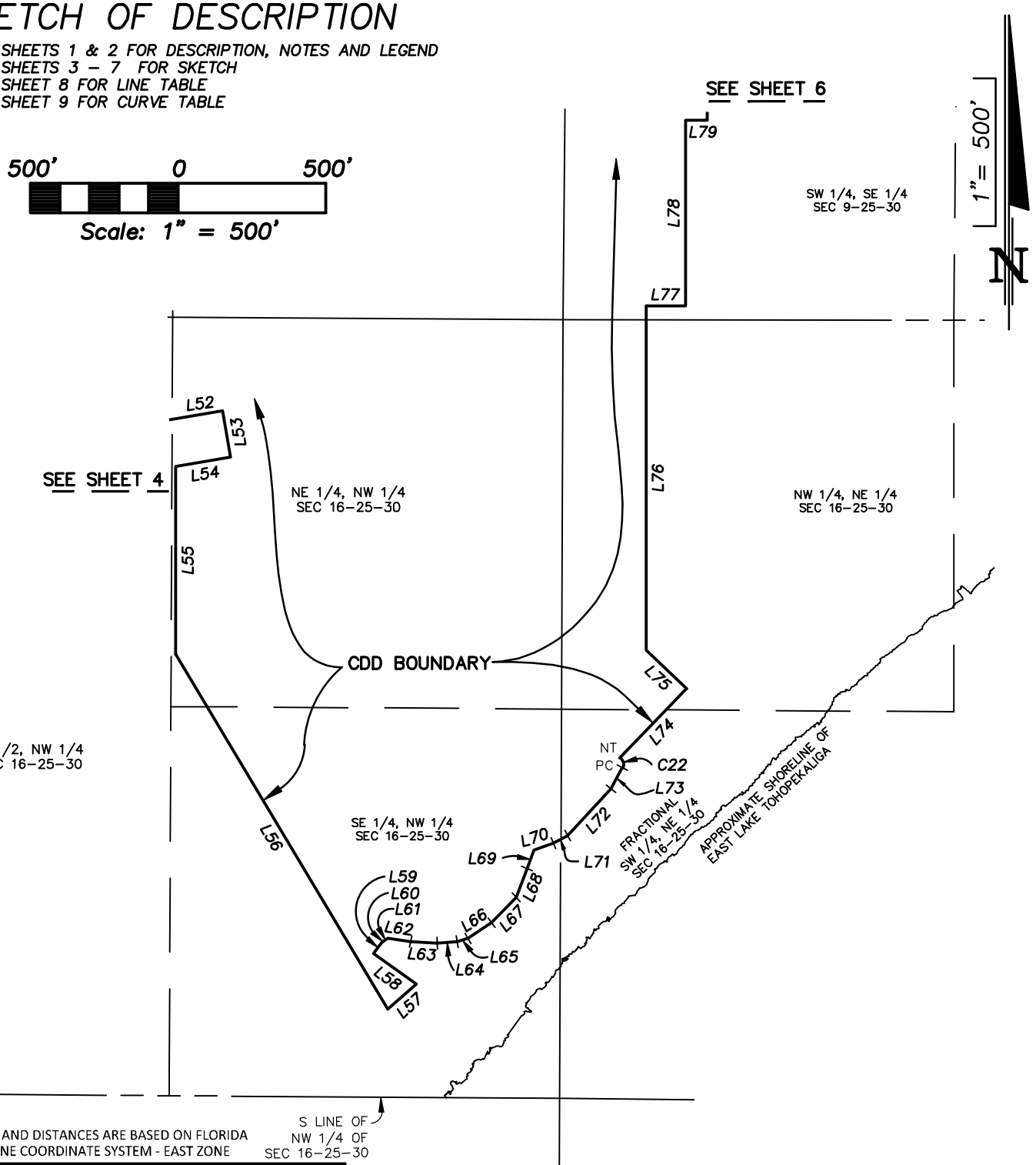
SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

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DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

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SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

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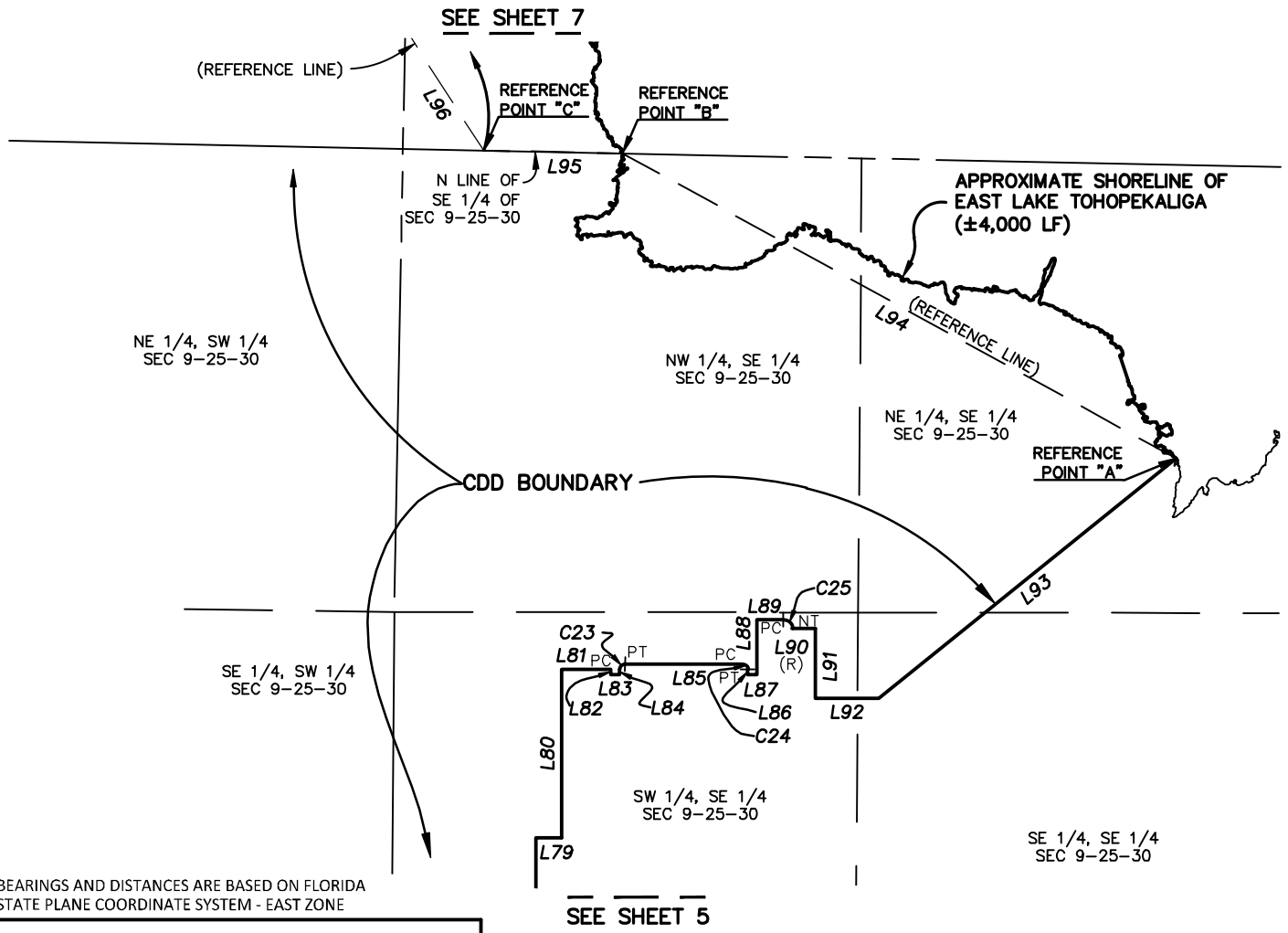

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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Scale: 1" = 500'
1" = 500'
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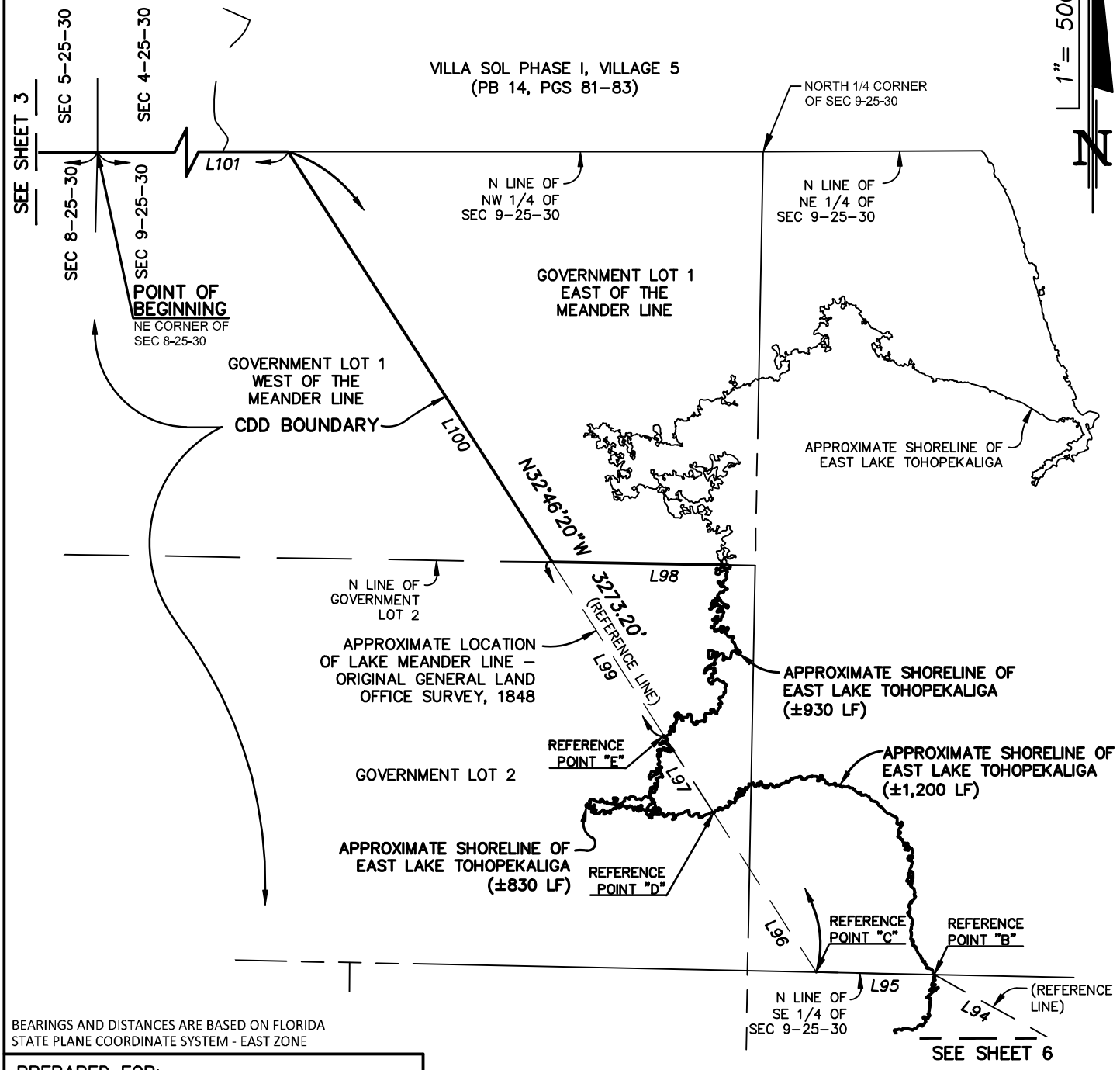

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
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DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Exhibit B
Description of Future Expansion Parcels

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR LEGAL DESCRIPTION
–SEE SHEET 3 FOR SKETCH
–SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

That part of Sections 8, 9, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1363.79 feet to the POINT OF BEGINNING; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of of the Northeast 1/4 of Section 8, Township 25 South, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(R)	RADIAL
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F1

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner
Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:08-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

Printed: Tue 13–May–2025 – 09:14AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21–132(S9) Hilliard Isle CDD (F1).dwg
F:\Proj2021\...\Legals\SL17967desc.docx

CS# 21–132(S9)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

(CONTINUED FROM SHEET 1)

thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II - 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II - 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II - 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II - 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II - 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 388.17 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 166.544 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

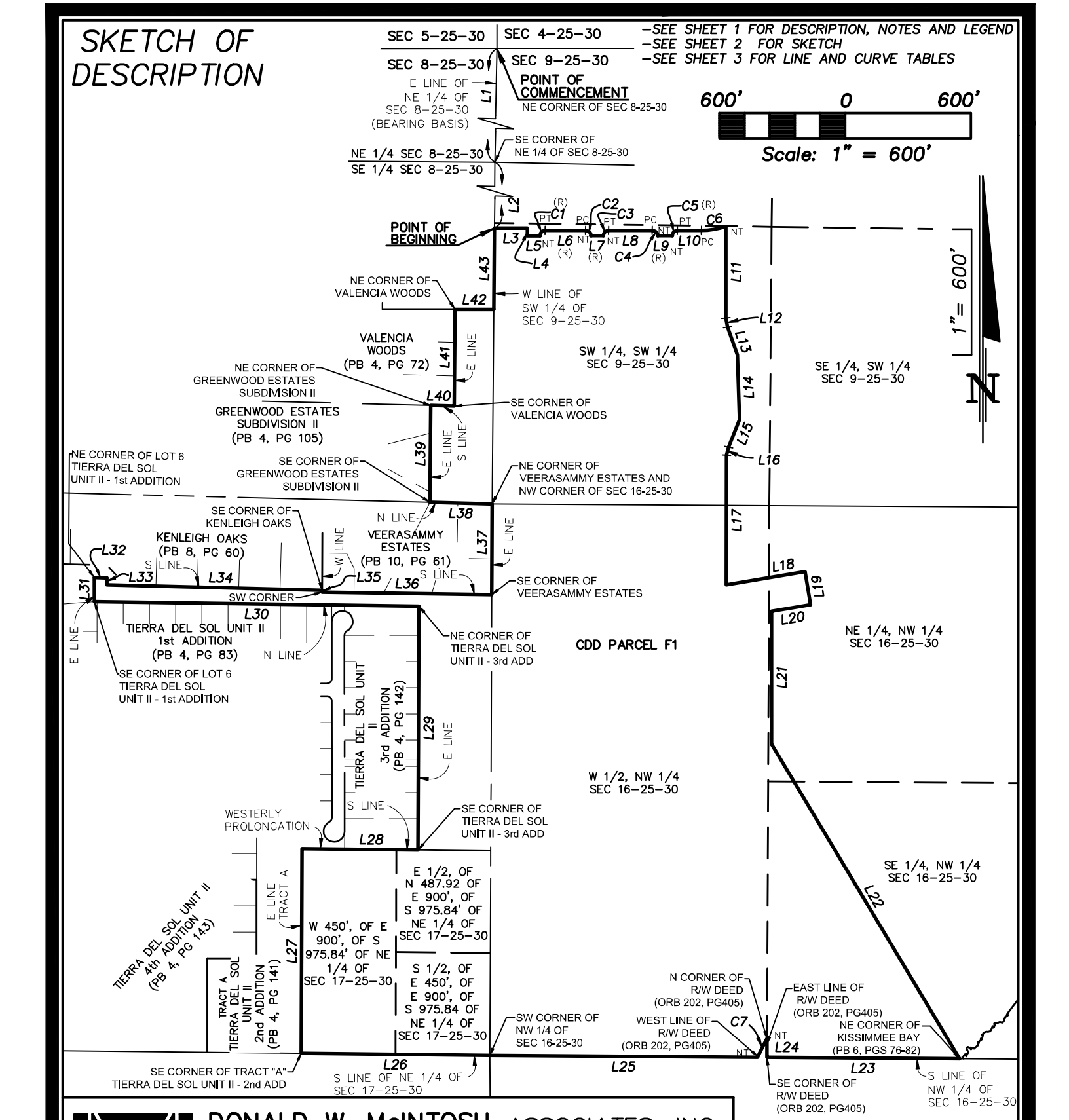
BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH
-SEE SHEET 3 FOR LINE AND CURVE TABLES



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 6 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	1363.79'
L3	N90°00'00"E	156.45'
L4	S00°00'00"E	36.76'
L5	N90°00'00"E	60.00'
L6	N90°00'00"E	192.50'
L7	N90°00'00"E	60.00'
L8	N90°00'00"E	208.50'
L9	N90°00'00"E	70.00'
L10	N90°00'00"E	114.49'
L11	S00°00'00"E	437.33'
L12	S10°27'30"E	43.89'
L13	S19°33'01"E	141.00'
L14	S01°50'37"E	308.94'
L15	S21°32'43"W	141.00'
L16	S15°20'38"W	38.72'
L17	S00°03'08"W	619.67'
L18	N80°23'14"E	379.52'
L19	S09°36'46"E	160.00'
L20	S80°23'14"W	188.06'
L21	S00°00'00"E	634.21'
L22	S30°52'34"E	1748.28'
L23	N89°35'11"W	919.30'
L24	N00°15'05"E	89.61'
L25	N89°35'11"W	1276.75'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N89°22'23"W	899.98'
L27	N00°14'56"E	975.82'
L28	S89°22'23"E	553.25'
L29	N00°14'56"E	1163.21'
L30	N89°11'18"W	1549.14'
L31	N00°05'52"W	114.89'
L32	S88°31'30"E	60.02'
L33	S00°05'52"E	32.98'
L34	S88°32'07"E	1026.80'
L35	S00°15'52"W	9.50'
L36	S89°11'18"E	809.76'
L37	N00°14'56"E	432.86'
L38	N88°31'34"W	297.00'
L39	N00°29'12"E	462.00'
L40	S88°31'34"E	111.50'
L41	N00°29'12"E	461.18'
L42	N89°56'36"E	185.39'
L43	N00°28'52"E	388.17'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C2	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C3	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C4	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C5	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C6	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C7	1196.22'	4°48'05"	100.24'	S27°00'55"W	100.21'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR SKETCH
–SEE SHEET 3 FOR LINE AND CURVE TABLES

DESCRIPTION:

That part of Section 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4 of Section 16, a distance of 2241.17 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Page 76 of the Official Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along aforesaid South line, S89°35'11"E, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 379.46 feet; thence S43°44'38"W, 326.94 feet to a non–tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of S14°20'30"E, and a chord distance of 33.78 feet; thence Southerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to the point of tangency; thence S28°09'35"W, 80.51 feet; thence S42°50'59"W, 216.41 feet; thence S61°48'44"W, 54.34 feet; thence S71°06'37"W, 69.50 feet; thence S19°38'22"W, 67.17 feet; thence S21°20'32"W, 103.91 feet; thence S44°14'29"W, 119.55 feet; thence S56°00'29"W, 95.36 feet; thence S73°11'56"W, 38.88 feet; thence S85°27'07"W, 67.47 feet; thence N86°06'14"W, 89.73 feet; thence N82°32'42"W, 78.35 feet; thence S58°46'44"W, 19.83 feet; thence S33°13'45"W, 1.79 feet; thence S37°49'57"W, 49.01 feet; thence S54°19'58"E, 177.08 feet; thence S48°15'11"W, 128.20 feet; thence S30°52'34"E, 348.88 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 13 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 16–25–30	SECTION 16, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°35'11"E along the South line of the Northwest 1/4 of Section 16, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.01 10:23:47-04'00'

JAMES D. LEVINER *April 22, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

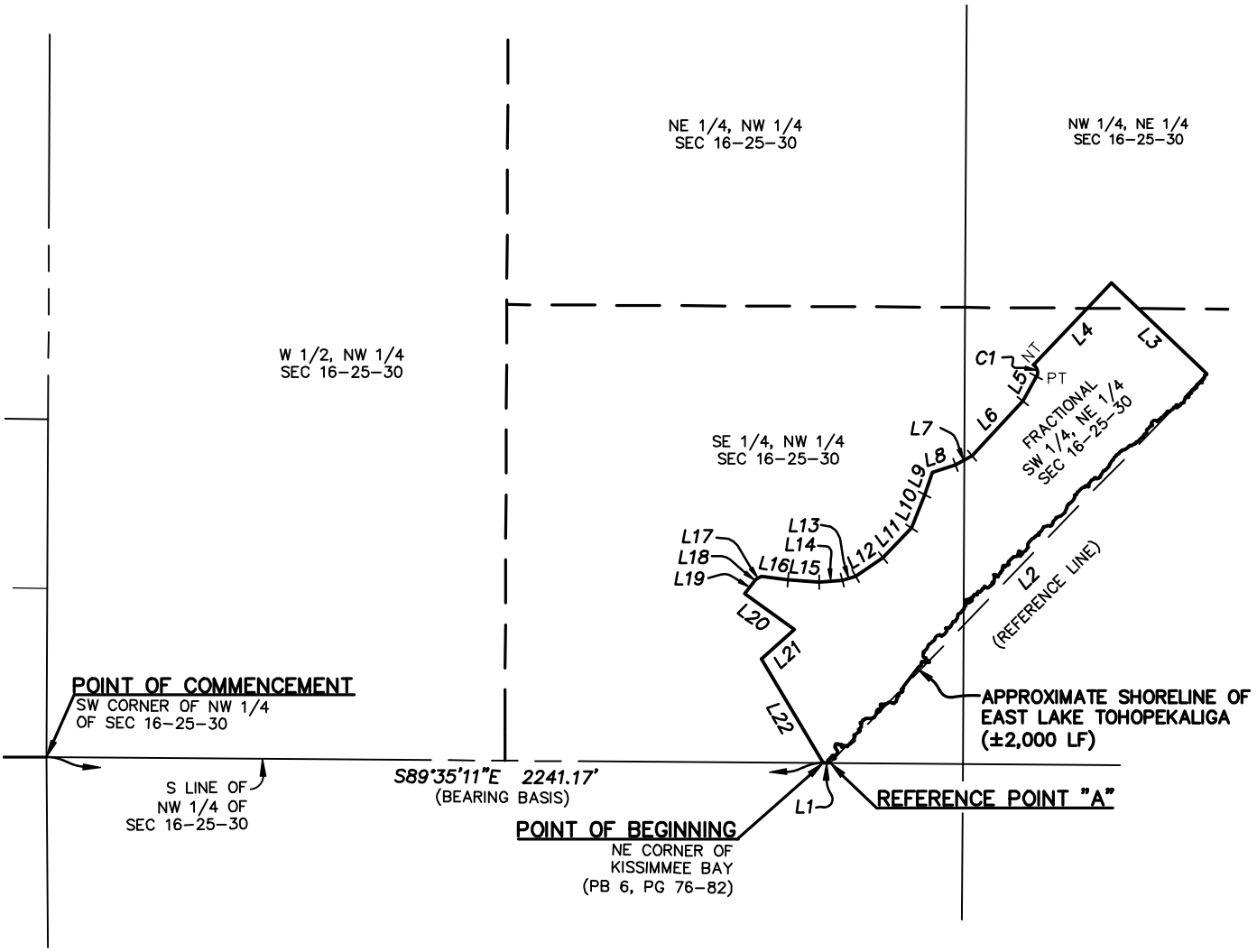
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

-SEE SHEET 1 DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 3 FOR LINE AND CURVE TABLES

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 3

1"= 500'

N

Printed: Tue 22-Apr-2025 - 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S8) Hilliard Isle CDD Parcel 2.dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°35'11"E	19.10'
L2	N44°04'43"E	1563.92'
L3	N46°29'48"W	379.46'
L4	S43°44'38"W	326.94'
L5	S28°09'35"W	80.51'
L6	S42°50'59"W	216.41'
L7	S61°48'44"W	54.34'
L8	S71°06'37"W	69.50'
L9	S19°38'22"W	67.17'
L10	S21°20'32"W	103.91'
L11	S44°14'29"W	119.55'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L12	S56°00'29"W	95.36'
L13	S73°11'56"W	38.88'
L14	S85°27'07"W	67.47'
L15	N86°06'14"W	89.73'
L16	N82°32'42"W	78.35'
L17	S58°46'44"W	19.83'
L18	S33°13'45"W	1.79'
L19	S37°49'57"W	49.01'
L20	S54°19'58"E	177.08'
L21	S48°15'11"W	128.20'
L22	S30°52'34"E	348.88'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°00'11"	37.09'	S14°20'30"E	33.78'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

That part of Sections 9, 10, 15 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 280.55 feet to the POINT OF BEGINNING; thence departing said South line, S00°00'00"E, 1116.57 feet; thence S46°29'48"E, 568.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northerly along said shoreline, 7250 feet, more or less to a point, lying N25°19'37"E, 3612.67 feet from Reference Point "A"; thence departing said shoreline, S51°10'08"W, 1088.54 feet; thence N90°00'00"W, 179.13 feet; thence N00°00'00"E, 197.79 feet; thence N90°00'00"W, 67.00 feet to a radial curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 35.36 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"W, 75.00 feet; thence S00°00'00"E, 156.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 21.21 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"W, 335.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 21.21 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet; thence N90°00'00"W, 140.00 feet; thence S00°00'00"E, 481.00 feet; thence N90°00'00"W, 73.00 feet; thence S00°00'00"E, 629.00 feet; thence N90°00'00"W, 133.57 feet; thence S00°00'00"E, 46.86 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 61 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of Northeast 1/4 of Section 8-25-30, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
(R)	RADIAL

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:42-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

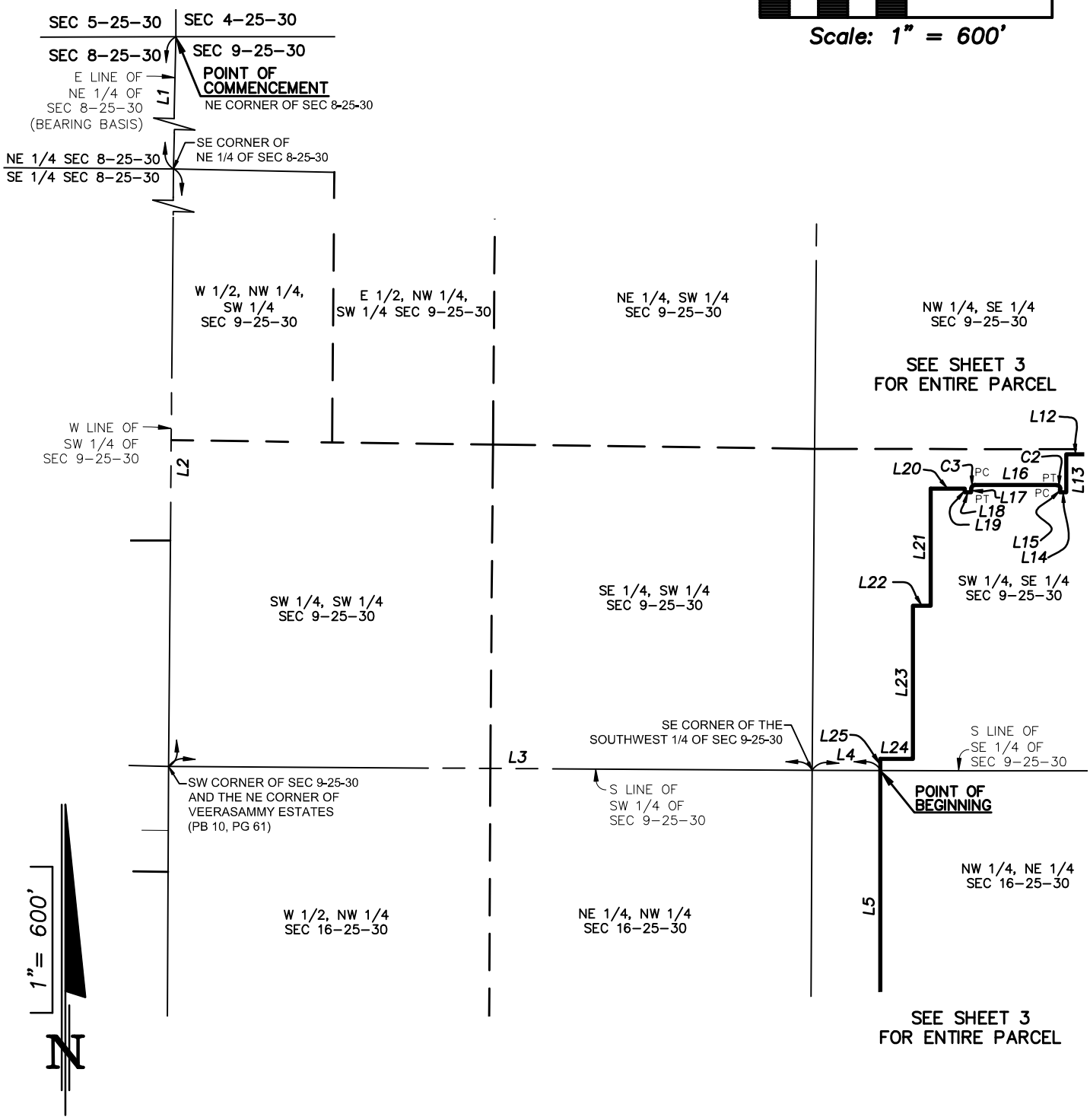
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



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1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
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BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

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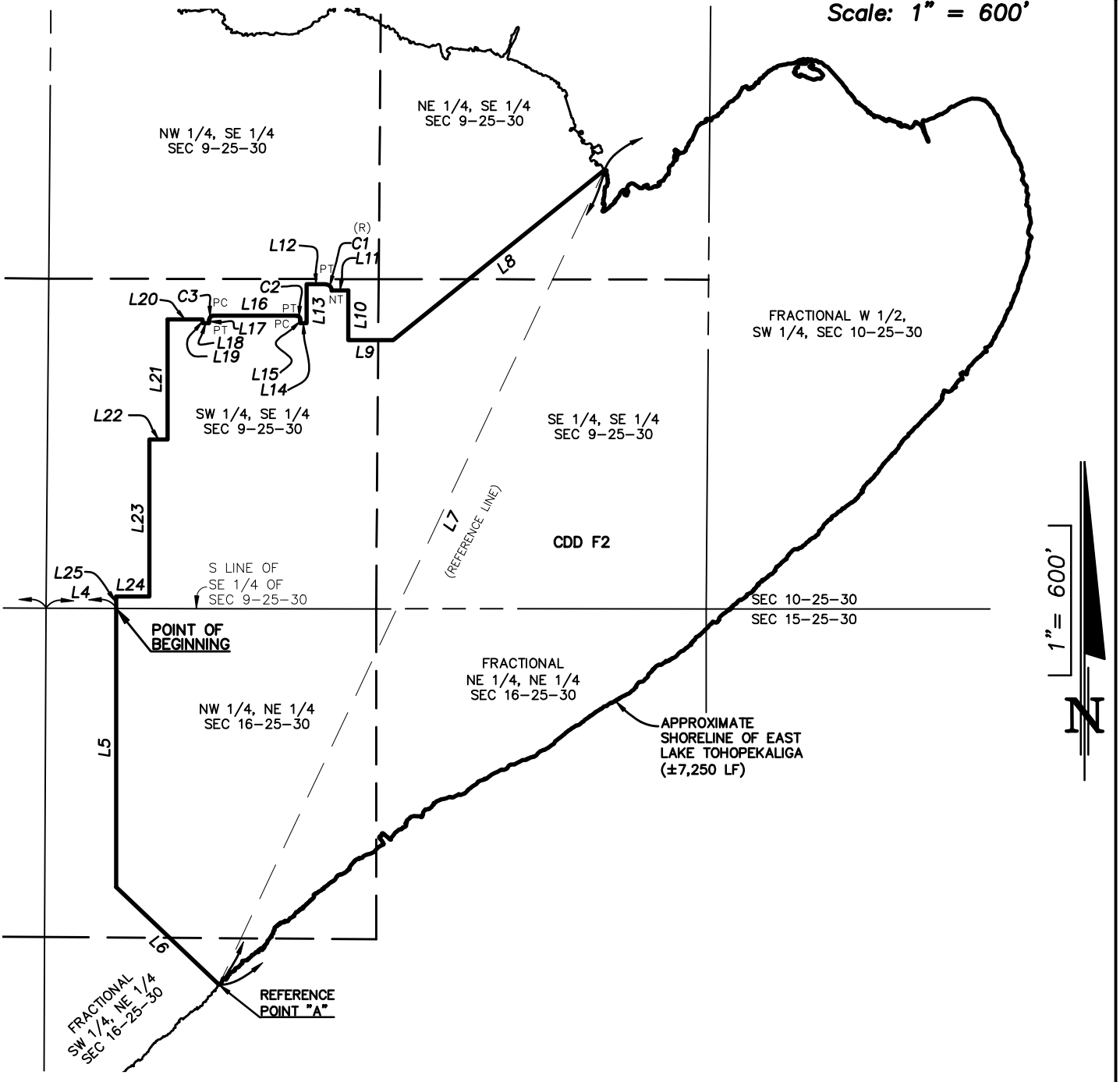
CS# 21–132(S10)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

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SKETCH OF DESCRIPTION

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 2 – 3 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	2680.10'
L3	S89°39'56"E	2643.99'
L4	S89°56'02"E	280.55'
L5	S00°00'00"E	1116.57'
L6	S46°29'48"E	568.33'
L7	N25°19'37"E	3612.67'
L8	S51°10'08"W	1088.54'
L9	N90°00'00"W	179.13'
L10	N00°00'00"E	197.79'
L11	N90°00'00"W	67.00'
L12	N90°00'00"W	75.00'
L13	S00°00'00"E	156.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N90°00'00"W	26.00'
L15	N00°00'00"E	15.00'
L16	N90°00'00"W	335.00'
L17	S00°00'00"E	15.00'
L18	N90°00'00"W	26.00'
L19	N00°00'00"E	15.00'
L20	N90°00'00"W	140.00'
L21	S00°00'00"E	481.00'
L22	N90°00'00"W	73.00'
L23	S00°00'00"E	629.00'
L24	N90°00'00"W	133.57'
L25	S00°00'00"E	46.86'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"W	35.36'
C2	15.00'	90°00'00"	23.56'	N45°00'00"W	21.21'
C3	15.00'	90°00'00"	23.56'	S45°00'00"W	21.21'

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

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Tallahassee, FL 32302

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Tallahassee, FL 32302

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Hilliard Isles CDD Establishment Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 21 May 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 21 May 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

70641

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission of the City of Kissimmee to consider an ordinance filed by Pulte Home Company, LLC to establish the Hilliard Isle Community Development District (the "District") on **Tuesday, June 16, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. A first reading of the proposed ordinance will be held by the City Commission of the City of Kissimmee on **Tuesday June 2, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. The proposed ordinance to be discussed at the public hearing will be as follows:

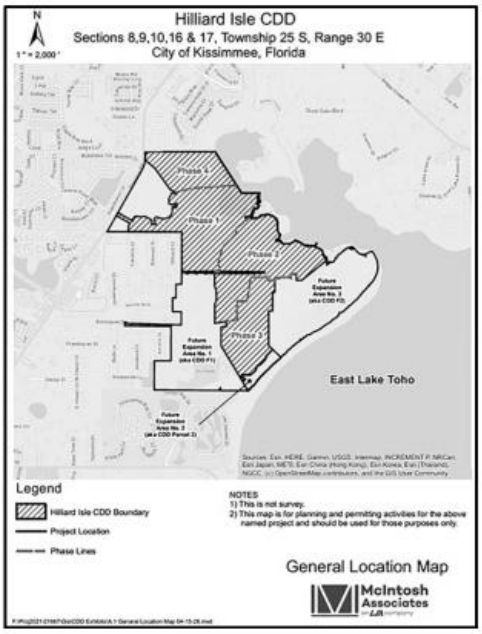
PROPOSED ORDINANCE 26-15: AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

The proposed District is comprised of approximately 451 acres, more or less, generally located east of Simpson Road and west of East Lake Toho. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to, roadways, utilities, bridges/waterway crossing construction, stormwater management, landscaping, irrigation, and other infrastructure improvements.

Copies of the petition and the proposed ordinance are open to public inspection at the Office of the City Clerk located in the City Hall, 101 Church Street, Suite 500, Kissimmee, Florida 34741 from 8:00 a.m. to 5:00 p.m., Monday - Friday. Interested parties are invited to appear at the public hearing and be heard with respect to the proposed ordinance. To submit a written comment in advance of the hearing, email your name and comment by 12:00 p.m., June 15, 2026 to CityClerkEmail@kissimmee.org.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the proposed Ordinance. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the City Commission with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. The City of Kissimmee does not provide a written verbatim record.

Under the Americans with Disabilities Act, anyone who requires an ADA qualified accommodation to participate in this proceeding should contact the ADA Coordinator, Ramy Kamal, by phone at (407) 518-2273 at least 48 hours prior to the proceeding. Reasonable accommodations will be provided at no cost to the requester. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance. Any person who may seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting is responsible for making a verbatim record of the proceeding, to include the testimony and evidence upon which any such appeal is to be based



70641

ITEM 7.A
City Commission Minutes from the May 19, 2026, Meeting

Request

Approval of the May 19, 2026, Commission meeting minutes.

Explanation

Minutes of the commission meeting held on May 19, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN MAY 19 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 19, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER
Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Kalanit Oded, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Staff Absent: Deputy City Manager Desiree Matthews

Mayor Espinosa called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution approving a temporary suspension of Kissimmee Code, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25

Request adoption of a resolution approving a temporary suspension of Kissimmee Code, Chapter 30 – Personnel, Article II – Code of Ethics, Sec. 30-25, Procedure when complaint filed.

City Manager reviewed the agenda item and the intent of the temporary suspension to provide better guidelines for ethics complaints. Mayor Espinosa announced the Public Hearing with comments provided by a resident (Exhibit “A”). Commissioners engaged in discussion on their position of the resolution. City Attorney Oded stated that all commissioners are eligible to vote on the item, with no conflicts of interest, special interests, or need for recusal.

Commissioner Ortiz made a motion to approve the Public Hearing and adopt Resolution #13-2026. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Mayor Espinosa, Commissioner Ortiz
NAY: Commissioner Eady, Commissioner Martinez

Motion carried 3 – 2.

6. HEAR AUDIENCE Anything requiring a vote will be heard at a later time.

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit “B”) were submitted, and residents provided their comments.

Speakers expressed concerns about KPD officer response and public safety in downtown Kissimmee (Exhibit “C”), requesting stronger police action and community outreach. Concerns were also raised regarding code enforcement actions against artisans’ tents and a requested review of City Code related to these matters. Comments also emphasized safety, decorum, and moving forward respectfully between campaign supporters. Additional topics included stronger noise ordinance enforcement, appreciation for the lowered downtown speed limit,

opposition to item 7.C., and opposition to food trucks as outlined in a community petition and email reviewed by Espinosa (Exhibit “D”). Mr. Herr of Osceola Response Team recognized Fire Inspector Dwight Johnson.

7. CONSENT AGENDA *The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.*

Commissioner Alvarez made a motion to approve the Consent Agenda in its entirety. Commissioner Eady seconded the motion.

Motion carried 4 – 1.

AYE: Mayor Espinosa, Commissioner Ortiz, Commissioner Alvarez, Commissioner Eady
NAY: Commissioner Martinez

Commissioner Martinez clarified that she opposed only item 7.C., not the entire consent agenda.

7.A City Commission Minutes from the May 5, 2026, Meeting

Approval of the May 5, 2026, commission meeting minutes.

7.B Purchase of Solid Waste Automated Side Loader and Grapple Trucks

Requesting approval to purchase two (2) Automated Side Loader garbage trucks and two (2) Grapple trucks from Florida Kenworth LLC for a total of $1,435,686.

7.C Resolution to Notice a City Charter Referendum and Establish Ballot Titles and Questions

Adoption of the resolution and transmission of the same to Osceola County Supervisor of Elections Office to appear on the August 18, 2026, ballot for the electors of the City of Kissimmee.

Resolution #14-2026

7.D Second Extension of Airport Marketing Service Agreement

Request approval of a second extension to the current marketing agreement between Kissimmee Gateway Airport and Brand Advocates for an additional year for $48,000.00 (Contract #20240289).

7.E New Construction Agreement for 219 N Randolph

Requesting approval to execute the new Neighborhood Stabilization Program (NSP) Agreement with Rebuilding Together Greater Florida for 219 N Randolph Avenue (Contract #20260202).

7.F Purchase of Crash Attenuator Truck

Request approval to purchase a Crash Attenuator Truck from Rush Truck Center for $151,239.00.

7.G Florida Department of Transportation Lighting, Maintenance and Compensation Agreement

Requesting approval to renew the State Highway Lighting, Maintenance, and Compensation Agreement (Contract #20260211) between the City of Kissimmee and the Florida Department of Transportation (FDOT).

7.H Authorization to Negotiate Professional Design Services for the Columbia Avenue Complete Streets Project

Request approval to begin contract negotiations with Kimley-Horn and Associates, Inc. for professional design services for the Columbia Avenue Complete Streets Project, following completion of the Request for Qualifications (RFQ) selection process, RFQ2026-004.

7.I Architectural and Engineering Services for Lakeside Fire Station #5

Request approval of a Consultant Services Authorization (CSA) with The Lunz Group under the Architectural/Engineering Services Master Agreement (Contract #20240133) for architectural and engineering services for the Lakeside Fire Station #5 Project for $299,781, and authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this contract.

7.J Supplemental Agreement No. 2 for West Oak Street Improvements

Request approval to execute Supplemental Agreement No. 2 to the Local Agency Program (LAP) Agreement G2962 between the City of Kissimmee and the Florida Department of Transportation (FDOT) (Contract #20250014) for the West Oak Street Intersection Improvements Project, increasing the agreement amount by $90,836.00 in federal funding at no cost to the City.

7.K Annual Report and Local Housing Incentives Certifications - SHIP Program

Request approval for the SHIP Annual Report and Local Incentives Certification covering the years 2019-2020, 2020-2021, 2021-2022, and 2022-2023.

7.L Repairs of Neptune Road Bridge over Neptune Canal

Approval to issue a Construction Services Authorization (CSA) under the existing Rapid Response Infrastructure Construction Services contract with Cathcart Construction Company, Florida, LLC (Contract #20260067), for the repairs of the Neptune Road Bridge over the Neptune Canal in the amount of $307,312.50, with a 7% contingency, for a total amount of $328,824.38, and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

7.M Disaster Response Services Contract One-Year Renewal

Request approval to extend the Disaster Response Services with CrowderGulf (Contract #20250278) and Ceres Environmental Services (Contract #20250315) and the Monitoring Contract with Thompson Consulting Services (Contract #20250279); and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

7.N Grant Application and Acceptance of Grant from Walmart's Spark Good Local Grants

Approval to apply to Walmart’s Spark Good Local Grant for the Shop with a Cop (Grant# Spark26SWC) program during fiscal year 2026 and acceptance of up to $10,000 grant in Fiscal Year 2026.

7.O Disposal of City Assets

Requesting approval to dispose of the asset items detailed in the attached report.

7.P Airport Internship Grant Application from Florida Airports Council (FAC)

Requesting approval to apply for an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport (Grant #AIRFAC26).

8. DISCUSSION ITEMS

8.A Blue Line Solutions Appeal of City Manager’s Decision Upholding the Cancellation of RFP2026001, School Speed Detection Cameras

City Commission review and decision on whether to reverse or uphold the decision to cancel RFP2026001.

City Manager Steigerwald reviewed the agenda item and summarized a letter recently

distributed (Exhibit “E”). There are pending ongoing constitutional questions regarding red-light cameras, and the matter will be republished and brought back before the City Commission following the outcome of the legislative process.

Commissioner Martinez made a motion to uphold the city manager's decision. Mayor Espinosa seconded the motion.

Motion carried 5 – 0.

8.B Appeal of the Development Review Committee (DRC) Decision to Renew a Conditional Use Special Event Permit Approval for Food Trucks at 1985 S. John Young Parkway

Discussion of an appeal of the Development Review Committee (DRC) decision to renew approval of a Conditional Use Special Event Permit for food trucks at 1985 S. John Young Parkway.

City Manager Steigerwald outlined the agenda item and stated his understanding that the Commission expected the matter to return for approval. Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit “F”) were submitted, and residents provided comments both in support of and in opposition to the matter. Speakers also addressed business relationships, fairness, and the consistent application of the law, as well as requests for Commissioner Martinez to recuse herself from the vote (Exhibit “G”). An email circulated regarding opposition to food trucks was also discussed (Exhibit “H”). Commissioner Martinez requested City Clerk Crespo to read her abstention into the record and clarified that she would be abstaining for consistency purposes and not because of a conflict or special interest. (Exhibit “I”).

Commissioner Ortiz made a motion to approve the appeal. Mayor Espinosa seconded the motion.

AYE: Mayor Espinosa, Commissioner Ortiz
NAY: Commissioner Alvarez, Commissioner Eady
ABSTAIN: Commissioner Martinez

Motion failed 2 – 2 – 1.

City Manager Steigerwald clarified that because the item failed, the DRC decision to renew the permit for another 90-days is upheld.

8.C Commission Action on Sworn Complaint Against Commissioner Janette Martinez

Commission Action on the sworn complaint.

Mayor Espinosa handed the gavel to Vice Mayor Eady, who presided over items 8.C. and 8.D.

City Manager Steigerwald reviewed the item and stated that following the Commission’s approval of item 5.A, direction was needed on how to proceed with the complaint. He sought Commission direction on whether to hold the complaint or move forward with transmitting it to the Ninth Judicial Circuit.

Vice Mayor Eady opened the floor for public comment. Comment cards (Exhibit “J”) were submitted, and residents provided their comments. Following public comments, a discussion commenced on whether to accept the complaint and place it on hold until the city code is amended or to move the complaint forward for transmittal to the Ninth Judicial Circuit to appoint a special prosecutor.

Commissioner Ortiz made a motion to accept the complaint and hold it until the ordinance has been amended. Commissioner Alvarez initially seconded the motion but later withdrew the second. The motion died due to a lack of a second.

Commissioner Alvarez made a motion to accept the sworn complaint against Commissioner Janette Martinez and transmit it to the Ninth Judicial Circuit for assignment of a special prosecutor. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady
NAY: Mayor Espinosa, Commissioner Ortiz
ABSTAIN: Commissioner Martinez

Motion failed 2 – 2 – 1.

City Attorney Oded clarified that because the vote failed, no action was taken on the complaint.

8.D Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

Commission Action on the sworn complaint.

City Manager Steigerwald reviewed the item and stated that following the Commission's approval of item 5.A, direction was needed on how to proceed with the complaint. He sought Commission direction on whether to hold the complaint or move forward with transmitting it to the Ninth Judicial Circuit.

Vice Mayor Eady opened the floor for public comment. Comment cards (Exhibit "K") were submitted and residents provided their comments. Speakers discussed their positions on the matter. Following public comments, a discussion commenced on whether to accept the complaint and place it on hold until the city code is amended or to move the complaint forward for transmittal to the Ninth Judicial Circuit to appoint a special prosecutor.

Commissioner Ortiz made a motion to accept the complaint and hold it until the ordinance has been amended. The motion died due to a lack of a second. Discussion commenced amongst the commissioners.

Commissioner Martinez made a motion to accept the sworn complaint against Mayor Jackie Espinosa and transmit it to the Ninth Judicial Circuit for assignment of a special prosecutor. Commissioner Eady seconded the motion.

AYE: Commissioner Eady, Commissioner Martinez
NAY: Commissioner Alvarez, Commissioner Ortiz
ABSTAIN: Mayor Espinosa

Motion failed 2 – 2 – 1.

City Attorney Oded clarified that because the vote failed, no action was taken on the complaint. The gavel was returned to Mayor Espinosa, who resumed presiding over the remainder of the meeting.

8.E City Attorney Employment Agreement

Approval of an employment agreement between the City of Kissimmee and Kalanit Oded to serve as City Attorney.

City Attorney Oded stated that she wished to memorialize the terms of her agreement as City Attorney and opened the floor for discussion. The Commission discussed the agreement, including concerns related to severance, termination provisions, salary, evaluations, and a probationary period. City Manager Steigerwald reviewed comments from the City's labor and pension attorneys, noting that amendments to the contract would be required for compliance with statutory requirements. City Attorney Oded clarified the revisions she was willing to make to the agreement.

Mayor Espinosa made a motion to approve the contract for the City Attorney, subject to revisions including: an annual performance review; a starting salary of $236,000; termination by a majority vote of the entire Commission; amendments requested by the pension and labor attorneys regarding severance and termination for misconduct; an out-of-office communication plan; and a 15-day termination notice period. Commissioner Eady seconded the motion.

Motion carried 5 – 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Pride Fest Kissimmee

9.B CITY ATTORNEY

City Attorney Oded is appreciative and looks forward to the new opportunity.

9.C CITY COMMISSION

Commissioner Martinez discussed the City Commission travel policy, including whether all travel and training requests should require Commission approval. The discussion also included prior amendments to the policy and the requirements under the current policy.

Commissioner Martinez made a motion to amend the travel policy. Commissioner Eady seconded the motion. Commissioner Martinez later withdrew the motion. Commission consensus received to hold a workshop to review potential changes to the Commission travel policy.

10. ADJOURNMENT Commissioner Martinez made a motion to adjourn. Commissioner Eady seconded the motion.

Motion carried 5 – 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:11 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: 5.A

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: 1715 Sunny St. CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/24

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: _____

NAME: Madelin Cusian

ADDRESS: 4080 Tuckaway CITY: St Cloud STATE: FL ZIP: 34772

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: 7C - Public Comment

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 3474

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/2026

AGENDA ITEM #: Public Comment ✓

NON-AGENDA ITEM:

NAME: Elba Rodriguez

ADDRESS: 511 E Magnolia CITY: _____ STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: Public Comment ✓

NON-AGENDA ITEM:

NAME: Olga Cano

ADDRESS: 1091 Hidden Hollow CITY: Kiss STATE: FL ZIP: 34746

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: _____

NAME: John Cortes

ADDRESS: 216 Old Mill Circle CITY: Kiss STATE: F ZIP: 34746

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

change of Rules to Run for office in City of Kissimmee the Live in the city to Run!

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: Hear the audience

NON-AGENDA ITEM: _____

NAME: Maria Virginia Garcia

ADDRESS: 1520 Neo Landings Loop CITY: Kissimmee STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26 ✓

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: Artisan 10X10 Tents on Private Property

NAME: Carmen D Viera-Carrasquillo

ADDRESS: 1936 J Lawson Blvd CITY: Orlando STATE: FL ZIP: 32824

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/18/26 ✓

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: Guy with gun on hand Downtown Kiss.

NAME: Igor Bacz

ADDRESS: 2454 Augusta Way CITY: Kiss STATE: FL ZIP: 34746

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: public Comment

NON-AGENDA ITEM: _____

NAME: Lucy Miranda & Brothers

ADDRESS: 116 E. Dakin CITY: Kissimmee STATE: _____ ZIP: _____

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5-18 26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Richard Herr

ADDRESS: 1000 mann CITY: Kiss STATE: Fl ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM give pic to Dwight Johnson
- [ ] NEUTRAL

INSTRUCTIONS:

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Claudia Zucco ✓

EXHIBIT "C"

RECORD COPY

Formal Complaint Letter

May 19, 2026

Kissimmee Police Department
Kissimmee, Florida

Subject: Formal Complaint and Public Safety Incident – Armed Individual in Front of Commercial Establishment

Through this letter, we, representatives of 2 Brothers Steak House, would like to formally express our concern and submit a complaint regarding an incident that occurred on Saturday, May 16, 2026, in front of our commercial establishment.

During the incident, an armed individual positioned himself in front of our restaurant and outdoor dining area, refusing to leave even though his presence was causing fear and discomfort among customers, employees, and visitors. Our business operates under licenses related to the sale and consumption of alcoholic beverages, which increases the sensitivity and responsibility regarding public safety in the area.

This individual's behavior directly affected our business operations, created an atmosphere of intimidation, and caused reasonable concern for the safety of our customers and employees.

When requesting police assistance, the officers identified as Officer Casselman and Officer G. Garrett informed us that they "could not do anything" regarding the situation. Respectfully, we understand that there are Florida statutes related to Improper Exhibition of a Firearm (FS 790.10), Disorderly Conduct (FS 877.03), Trespassing after warning (FS 810.08 / 810.09), and regulations concerning establishments serving alcohol under FS 790.06.

We would also like to express that the interaction and treatment received from these officers made us feel dismissed, minimized, and treated in a disrespectful manner. As Hispanic business owners and representatives of a local establishment, we are deeply concerned that our situation was not taken with the seriousness it deserved.

Likewise, we sincerely hope that the behavior and attitude demonstrated toward us were not influenced by any racial prejudice or discriminatory treatment toward our Hispanic community. Our intention in expressing this concern is not to create conflict, but rather to request an objective and fair review of the events that occurred.

Additionally, we would like to place on record other prior incidents and interventions involving members of the Kissimmee Police Department, which further increase our concern regarding the treatment received and the lack of consideration toward our safety and rights as local business owners.

Among these incidents is Case Number 25-8833, dated November 1, 2025, as well as another incident that occurred on December 26, 2025, in which officers allegedly used excessive force involving Ms. Jocelin Abreu. Related to this incident, we are attaching reference/ticket number AM4AUBE.

We mention these prior incidents solely for the purpose of requesting an objective, professional, and transparent review regarding the pattern of interventions and the treatment received toward us and our commercial establishment.

We understand and respect the difficult work performed by law enforcement officers; however, we also firmly believe in the right of every citizen and business owner to receive protection, dignity, and impartial treatment under the laws of the State of Florida.

Our only interest is to maintain a safe, professional, and peaceful environment for our customers, employees, and community.

Therefore, we respectfully request:

1. A formal review of the incident.
2. Review of body camera footage and related reports.
3. Clear guidance regarding our legal rights as a business.
4. Greater preventive support in similar situations involving armed individuals and disruption of business operations.

We appreciate your attention and hope to work together to preserve public safety and respect for all business owners within our community.

Sincerely,

Jocelin Abreu & Angel Roman
Representing 2 Brothers Steak House

14 & 16 E Dakin Ave
Kissimmee, FL 34741

Tel: 813-510-0673
Tel: 646-316-7387

EXHIBIT "D"

Outlook

RECORD COPY

Fwd: City of Kissimmee Food truck Resident opposition

From Madelyn Casiano <casianom1@gmail.com>
Date Tue 5/19/2026 1:13 PM
To Tameara Crespo <tameara.crespo@kissimmee.gov>

1 attachment (3 MB)
staples_scan.pdf;

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Dear Ms. Crespo,

Attached you will find a petition signed by residents of the City of Kissimmee opposing the proposed food truck park.

I advised the residents that I would submit their petition into the public record for the May 19 meeting so their opposition could be officially recognized and preserved as part of the record.

I would respectfully request guidance on the proper process to formally submit this petition into the record and request that the names of the residents who signed the petition be read into the record during the meeting so their opposition may be acknowledged publicly.

Please let me know the proper procedure for this request.

Thank you for your time and assistance.

Sincerely,
Madelin Casiano

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

This petition addresses land-use, traffic, safety, and community impacts only.
Esta petición se enfoca únicamente en el uso del terreno, tráfico, seguridad e impacto comunitario.

Statement of Opposition / Declaración de Oposición

I am directly affected by the proposed food truck park (multiple food trucks operating at a single location) and oppose its approval due to traffic congestion, safety concerns, trash, parking impacts, negative visual impact, potential economic impacts on nearby small businesses, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards.

Estoy directamente afectado por el propuesto parque de food trucks (múltiples unidades en una sola ubicación) y me opongo a su aprobación debido a la congestión vehicular, preocupaciones de seguridad, basura, estacionamiento, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos y preocupaciones sobre la supervisión constante de normas de salud y seguridad.

Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Tyrone Baker		521 Oleander Pl	Kiss 34744	4-22-2026	☐	☑	☑	☑	☐	☐	☑
OLIA G		512 oleander Pl	Kiss 34744	4-22-2026	☑	☑	☐	☑	☑	☑	☐
Ramon Aguiar		508 Poinsettia Ln	Kiss 34744	4-22-26	☐	☑	☐	☐	☐	☐	☑
Karen Burkhart		454 Lakeshore	Kiss	4/22	☑	☐	☐	☐	☐	☑	☑
Burkhalter		454 Lakeshore	Kissimmee	4/22	☑	☐	☐	☑	☐	☑	☐
ROTH Lynda		405 SUN AVE	Kissimmee, 34741	4/22/26	☑	☑	☑	☑	☑	☑	☑
Eddy Fermaint		1599 isleta loop	Kissimmee, 34744	04/22/26	☑	☑	☑	☑	☑	☑	☑
Nirianna Urbina		1599 isleta loop	Kissimmee, 34744	04/22/26	☑	☑	☑	☑	☑	☑	☑
Marie Phelps		1266 Ponca	Kissimmee, 34744	4/23/26	☑	☐	☐	☐	☐	☐	☐
Keziah Phelps		1266 Ponca	Kissimmee, 34741	4/23/26	☑	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Disrespect to current restaurant

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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JUAN / RIVERA		1258 Tulane Rd	Kissimmee 34741	24 APR 26	☐	☑	☑	☑	☑	☐	☑
Marsely Quintero		1254 Ponka	Kissimmee 34741	24/04	☑	☐	☐	☑	☑	☑	☑
Dilsha Ramos		1254 Ponka	Kissimmee 34741	24/04/26	☑	☑	☐	☑	☑	☑	☑
Wz TORRES		250 ponca Rd	Kissimmee	4/24/26	☐	☐	☑	☐	☑	☑	☑
Omar Santos		250 ponca Rd	kissimmee	4/24/26	☑	☐	☑	☐	☐	☐	☐
David Ocasio		1246 Ponca Rd	kissimmee	4/24/26	☐	☐	☐	☐	☐	☐	☐
Rosalys Ocasio		1246 Ponca Rd	kissimmee	4/24/26	☐	☐	☐	☐	☐	☐	☐
Garcia, Melanie	Melanie Garcia	1230 Ponca Rd	Kissimmee	4/24/26	☑	☑	☑	☑	☑	☑	☑
Felicia Santana	Felicia Santana	1219 ponca R.D	Kissimmee	4/24/26	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Joana Solo	Joana Solo	252 Hhc oaks	Kissimmee	04/13/26	☑	☑	☑	☑	☑	☑	☑
Luis Solera	Luis Solera	252 Hhc oaks	Kissimmee	04/13/26	☑	☑	☑	☑	☑	☑	☑
THOMAS J	JOANN Thomas	1565 Angler Ave	Kissimee FL	04/13	☑	☑	☑	☑	☑	☑	☑
Miguel Alvarez	[illegible]	1560 angler AV	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑
Antonio Garcia	[illegible]	1560 angler AV	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑
Samuel Lopez	[illegible]	1215 Manor Dr	Kissimmee 34741	04/13	☑	☑	☑	☑	☑	☑	☑
Maria D Lopez	[illegible]	1215 Manor Dr.	Kissimmee 34741	04/13	☑	☑	☑	☑	☑	☑	☑
Jose Bastos	[illegible]	1613 Eola	Kiss 34741	04/13	☑	☑	☑	☑	☑	☑	☑
Maureen	Maureen	1613 Eola	Kiss FL 34741	04/13	☑	☑	☑	☑	☑	☑	☑
Alethia Dutton	Alethia Dutton	1609 Eola CT	Kissimme	04/13	☑	☑	☑	☑	☑	☑	☑
Alethia Dutton	Alethia Dutton	1609 Eola	Kissimmee	04/13	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Red Robert	[signature]	1845 Manor Dr	Kissimmee 34741	4/10	☑	☑	☑	☑	☑	☑	☑
Nayip Inigo	[signature]	1310 Greenbrook	Kiss-34741	4/10	☑	☑	☑	☑	☑	☑	☐
Raysa Bonilla	RB	1310 Greenbrook	Kiss-34741	4/10	☑	☑	☑	☑	☑	☑	☑
Luisa Zitongill	LZ	1826 Osceola Pk Dr.	Kiss 34741	4/10	☑	☑	☑	☑	☑	☑	☑
Mark Bennett	MB	"	"	"	☑	☑	☑	☑	☑	☑	☑
Haroldo	[signature]	1925 Osceola	Kissimmee 34741	4/10	☑	☑	☑	☑	☑	☑	☑
Jacobo de	[signature]	1825 Osceola	33441	4/10	☑	☑	☑	☑	☑	☑	☑
Alvaro	Sanchez	1814 Park Ct	34741	4/10	☑	☑	☑	☑	☑	☑	☑
Henry Vargas	Henry Vargas	1810 Park CT	34741	4/10	☑	☑	☑	☑	☑	☑	☑
Belkis Vargas	Belkis Vargas	1810 Park CT	34741	4/10	☑	☑	☑	☑	☑	☑	☑
Daniel M	[signature]	1802 Park Ct	34741	4/10	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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W. Hubbard		1709 Mesa Ct.	Kiss. 34741	4/10/26	☑	☐	☑	☐	☑	☑	☑
Amber Dibble		1709 Mesa ct.	Kiss. 34741	4/10/26	☑	☐	☑	☑	☑	☐	☑
Brenda Harris	B.H.	1709 Mesa Ct.	Kiss. 34741	4/10/26	☑	☐	☑	☑	☑	☑	☑
Maxima Arvelo		1720 Manor DR	Kiss 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Anne Alves		1720 Manor DR	Kiss 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Cruz Dere		1720 manor DR	Kiss 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Lisandra Sim		1728 Manor Dr	Kissimmee 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
James Hdez		1728 Manor Dr	Kissimmee 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Marshall Fiske		1829 Manor Dr	Kissimmee	4/10/26	☐	☐	☐	☐	☐	☐	☐
Debbie Fiske		1829 Manor Dr.	Kissimmee	4/10/26	☐	☐	☐	☐	☐	☐	☐
Tiffani Schreibel		1637 MANOR	Kissimmee	4/10/26	☐	☐	☐	☐	☐	☐	☐

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Ahmed Elkomy		2541 The Oaks Blvd	Kissimmee	4/19/26	☑	☐	☑	☑	☑	☐	☑
Marwa Elkomy		2541 The oaks Blvd	Kissimmee FL	4/19/26	☐	☐	☐	☐	☐	☐	☑
Maria Rivera	Maria Rivera	1460 Isleta loop	Kissimmee FL	04/19/26	☑	☑	☐	☐	☑	☐	☐
Renato Socal	RS.	1460 Isleta loop	Kissimmee	04/19/26	☐	☐	☑	☐	☑	☐	☐
R Small	R Small	1469 Isleta Loop	KISS 34741	4/19/26	☑	☑	☑	☑	☑	☑	☑
		1533 Isleta Loop		4/19/26	☑	☑	☑	☑	☑	☐	☐
		3141 The Oaks Blvd	Kissimmee	4/19/26	☐	☑	☐	☑	☐	☐	☑
Snipes Walter		1692 Isleta loop	Kissimmee FL	4/20/2026	☑	☑	☑	☑	☑	☑	☑
Kenya Jackson		1692 Isleta loop	Kissimmee FL	4/20/2026	☐	☐	☑	☑	☑	☐	☐
William Hamsi		1622 Isleta loop	Kissimmee FL	4/20/26	☑	☐	☑	☑	☑	☑	☑
Mary Chuk		1622 Isleta loop	Kissimmee FL	4/20/26	☐	☐	☐	☐	☐	☐	☐

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
John Delgado	John Delgado	1416 manor Dr	Kiss. 34741	4/10/26	☐	☐	☐	☐	☐	☐	☐
Marilyn Nieves	Marilyn Nieves	1117 Parkway St	Kiss 34744	4/11/26	☑	☑	☑	☐	☐	☐	☐
Jose Nieves	Jose Nieves	" "	" "		☐	☐	☐	☐	☐	☐	☐
Kayla Lasso	Kayla Lasso	1708 Manor Dr	Kissimmee 32741	4-11-26	☐	☐	☐	☐	☐	☐	☐
Liliana Arenas	Liliana Arenas	1521 Manor Dr	Kiss 34741	4-11-26	☐	☐	☐	☐	☐	☐	☐
Walter Arenas	Walter Arenas	1521 Manor Dr	Kiss 34741	4-11-26	☐	☐	☐	☐	☐	☐	☐
Michelle Arenas	Michelle Arenas	1521 Manor Dr	Kiss 34741	4-11-26	☐	☐	☐	☐	☐	☐	☐
Eric Chaves	Eric Chaves	1525 Manor Dr.	Kissimmee 34741	4-11-26	☐	☐	☐	☐	☐	☐	☐
Don Rivera	Don Rivera	1529 manor Dr	Kiss 34741	4/11/26	☐	☐	☐	☐	☐	☐	☐
CAROL RIVERA	Carol Rivera	1529 manor Dr	Kiss 34741	4/11/26	☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Angelica Pine	[illegible]	1802 Parklet	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Suhan E. Tijo	[illegible]	1528 Manor Drive	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Victor Bonilla	Victor Bonilla	1528 Manor Drive	34741	4/10	☒	☒	☒	☒	☒	☒	☒
Simehan Perez	Simehan Perez	1528 Manor Drive	34741	4/10	☒	☒	☒	☒	☒	☒	☒
Manuel Bonilla	[illegible]	1528 Manor Drive	34741	4/10	☒	☒	☒	☒	☒	☒	☒
Shannon Ryan	[illegible]	1330 Manor Dr.	34741	4/10	☒	☒	☒	☒	☒	☒	☐
~~[illegible]~~	~~[illegible]~~				☐	☐	☐	☐	☐	☐	☐
Joe White	Joe White	1330 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Betty Ryan	Betty Ryan	1330 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Nick Mansfield	Nick Mansfield	1330 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐
Ramon Delgado	Ramon Delgado	1416 Manor Dr	34741	4/10	☐	☐	☐	☐	☐	☐	☐

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Damaris Rivera	[illegible]	4740 Rev. way St. Cloud	34769	4/16/25	☑	☑	☑	☑	☑	☑	☑
Kelwyn Berigueete	K. Berigueete	4740 Rev. way St. Cloud	34769	4/16/25	☑	☑	☑	☑	☑	☑	☑
José Aviles	José Aviles	2130 Waldern Park, Kissimme	34744	4/16/25	☑	☑	☑	☑	☑	☑	☑
Edward H	[illegible]	613 - Tennessee Ave	34769	4-16-25	☑	☑	☑	☑	☑	☑	☑
Jonathan Melendez	[illegible]	4741 Marcos circle	34758	4-16-25	☑	☑	☑	☑	☑	☑	☑
Nelvin Rios	[illegible]	3087 Dasha Palm Dr	34744	4/16/26	☑	☑	☑	☑	☑	☑	☑
Sandy Torres	[illegible]	1817 Brookridge Rd	34744	4/16/26	☑	☑	☑	☑	☑	☑	☑
Alberto Torres	[illegible]	1817 Brokridge Rd	34744	4/16/26	☑	☑	☑	☑	☑	☑	☑
Carlos Ramos	[illegible]	126 Teakwood dr	34743	4/18/26	☑	☑	☑	☑	☑	☑	☑
Jose Bermudez	[illegible]	1329 Dorado Dr	34741	4/19/26	☑	☑	☑	☑	☑	☑	☑
					☑	☑	☑	☑	☑	☑	☑

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Eli Pasarey	[illegible]	1600 John Tonk	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
Ramos	Jorge	1600 South John Yng	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
OWENS	Jerry	1565 PARKGATE	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
Simmons	Sabrina	602 Alma St	34741	4-14-26	☑	☑	☑	☑	☑	☑	☑
Simmons	[illegible]	602 Alma St	34741	4-14-26	☑	☑	☑	☑	☑	☑	☑
Franklin	Rob	6050 Leander Ln	34744	4-22-26	☑	☐	☑	☑	☑	☑	☑
Maddox	Don	Exempt	34744	4-22-26	☑	☐	☑	☑	☑	☑	☑
Zora ally	Zora ally	434 lake shore	34741	4/22/26	☑	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
MANUEL PEREZ	[illegible]	4305 Stirling RD	DAVIE, 33314	04/14/26	☐	☑	☑	☑	☑	☑	☐
Jose Luis Baez	[illegible]	220 Fortuna pl.	Kissimmee	4/14/26	☑	☑	☑	☑	☑	☑	☑
Natalia	Natalia M.	407 403 7182	Kissimmee 34741	4/14/26	☐	☑	☑	☑	☑	☑	☑
O Ribel	Cuello	849-210-2189	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
Joselin G	[illegible]	1660 dervitor	32837	4/14/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	[illegible]	2172 MALLA	34744	4/14/26	☑	☑	☑	☑	☑	☑	☑
Elvin Ozorio	[illegible]	2820 Avion loop	34741	4/14/26	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Doris Zayas		2869 Boating Blvd	Kissimmee	05/03/26	☑	☑	☑	☑	☑	☑	☐
Gerard Davis		2875 Boating Blvd	Kissimmee	05/3/26	☑	☑	☑	☑	☑	☑	☐
Morton		2888 Boating Blvd	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☐
Johnathan Dalton		2893 Boating Blvd	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☐
Denise Hagan		2908 Boat Dock Pl	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☐
Marie Josee		1147 Hacienda Cir	Kissimmee	5/3	☑	☑	☑	☑	☑	☑	☑
Jose Baez		1152 Hacienda Cir	Kissimmee	5/3	☑	☐	☑	☑	☑	☐	☑
Ewing Daniell		1171 Hacienda cir	Kissimmee	5/3	☑	☑	☑	☑	☑	☑	☑
Alexandra Lopez		1171 Hacienda Cir	Kissimmee	5/3	☑	☑	☑	☑	☑	☑	☑
Pablo Velazquez		1171 Hacienda cir	Kissimmee	5/3	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jose Rivas	[signature]	34 Pine Terrace	Ocala FL	4/11/26	☑	☑	☑	☑	☑	☑	☑
Albalira Rodriguez	[signature]	10615 Allishein Ave	Orlando Fl	4/11/26	☑	☑	☑	☑	☑	☑	☑
Karina Osori	[signature]	2419 Tempo Heights	Orlando Fl	4/11/26	☑	☑	☑	☑	☑	☑	☑
Nomar Del Valle	[signature]	1608 Eucalyptus Way	Davenport	4/11/26	☑	☑	☑	☑	☑	☑	☑
Yashira Roman	Yashira Roman	1933 Walnut Creek Dr	Kissimmee	04/11/26	☑	☑	☑	☑	☑	☑	☑
Carlos Otero	Carlos Otero	1933 Walnut Creek Dr	Kissimmee	04/11/26	☑	☑	☑	☑	☑	☑	☑
Jorge Valentin	Jorge Valentin	10615	Kissimmee	04/11/26	☑	☑	☑	☑	☑	☑	☐
Omar Grajales	[signature]	6034 Grey Heron	Winter Haven	4/11/26	☑	☑	☑	☑	☑	☑	☑
Ramon Del Valle	[signature]	1608 Eucalyptus	Davenport	4/11/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	[signature]	1410 Bass Slough	Kiss Fl	4/11/26	☑	☑	☑	☑	☑	☑	☑
Juan Morales	[signature]	157 Guadalajara dr	Kissimmee	4/11/26	☑	☑	☑	☑	☑	☑	☑

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Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
SANTIAGO	LUIS	774 HACIENDA	KISSIMMEE	5/6/26	☐	☐	☑	☑	☐	☑	☐
Jolie	DUONG	11		5/8/26	☑	☑	☑	☑	☑	☑	☑
Gabriel P	[illegible]	1163 Hacienda	Kissimmee	5/12/26	☑	☑	☑	☐	☑	☑	☐
Horacio	[illegible]	1068 Hacienda	Kissimmee	5/13/26	☑	☑	☑	☑	☑	☑	☐
Rosario	Edna Rosario	1057 Hacienda	Kiss	5/13/26	☑	☑	☑	☑	☑	☐	☐
Jesse Trevino	[illegible]	1077 Hacienda Cir	Kissimmee	5/13/26	☑	☑	☑	☑	☑	☑	☑
Edlyn Trevino	[illegible]	1077 Hacienda Cir	Kissimmee	5/13/26	☑	☑	☑	☑	☑	☑	☑
Hijiantezi	[illegible]	817 Hacienda Cir	Kissimmee	5/13/26	☐	☑	☑	☑	☑	☑	☑
[illegible]	[illegible]	1095 Hacienda Cir	Kissimmee	5/13/26	☐	☑	☑	☑	☑	☑	☑
Sonia Gonzalez	[illegible]	1094 Hacienda Circle	Kiss	5/13/26	☑	☐	☑	☑	☐	☐	☑
[illegible]	[illegible]	1076 Hacienda Cir	Kissimmee	5/15/26	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jhonatan Perez	[signature]	4305 Stirling RD	Davie, 33314	04-14-26	☑	☑	☑	☑	☑	☑	☑
Laura Castellanos	[signature]	1302 Amberwood Kissimmee			☑	☑	☑	☑	☑	☑	☑
Lopez	[signature]	1305 Heather lake	Orlando, FL	04/14/26	☑	☑	☑	☑	☑	☑	☑
Fernandez	[signature]	4-1-2026		04/14/26	☑	☑	☑	☑	☑	☑	☑
Ramon	[signature]	308 granite pl.	34758	04/14/26	☑	☑	☑	☑	☑	☑	☑
Angela Angulo	[signature]	3007 Martha Cir	Kissimee, FL 34741	04/14/26	☑	☑	☑	☑	☑	☑	☑
Angelica Torres	[signature]	3130 Britanna Blvd	Kissimmee FL 34747	4.14.26	☑	☑	☑	☑	☑	☑	☑
Angela Adamez	[signature]	567 Vice Roy Ct	Kissimmee 34758	04/14/26	☑	☑	☑	☑	☑	☑	☑
Emilio	[signature]	360 Bold Cypress Dr	Kissimmee 34744	04/14/26	☑	☑	☑	☑	☑	☑	☑
Hector	[signature]	6762 Andrea Jane Ave	Orlando 32807	04/14/26	☑	☑	☑	☑	☑	☑	☑
Adelcia Ramos	[signature]	4946 Tascarora Ave	St cloud, 34771	04/14/26	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Nelson Pena	Nelson Pena	2240 Tournament Ct	Kissimmee	2/3/26	☑	☑	☑	☑	☑	☑	☑
DeTioro	Constance	2220 Tournament Ct	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☑
Emilio Lopez	[illegible]	2270 Tournament Ct	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☑
William H [illegible]	[illegible]	2826 Boating Blvd	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☑
James	Jones	2830 Boating	Kissime	5/3/26	☑	☑	☑	☑	☑	☑	☑
Jamel	Jones	2830 Boating	Kissime	5/3/26	☑	☑	☑	☑	☑	☑	☑
Narcisog	Gonez	2835 Boating Blvd	Kissimmee	5/3/26	☑	☑	☑	☑	☑	☑	☑
Sara Alvarez	[illegible]	2843 Boating Blvd	Kissimmee 34746	05/03/26	☑	☑	☑	☑	☑	☑	☑
Luis Flores	[illegible]	2843 Boating Blvd	Kissimmee 34746	05/03/26	☑	☑	☑	☑	☑	☑	☑
Laura Carvajal	[illegible]	2843 Boating Blvd	Kissimmee 34746	05/03/26	☑	☑	☑	☑	☑	☑	☑
Roberto Alvarez	[illegible]	2843 Boating Blvd	Kissimmee 34746	05/03/26	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Elmic Hernandez		1043 Barcelona dr	32741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Vladimir Diaz		1040 Barcelona Dr	34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Odris Torres		1040 Barcelona Drive	34741	4-11-26	☑	☑	☑	☑	☑	☑	☑
Judith Mendoza		1016 Barcelona Dr.	34741	4/11/26.	☑	☑	☑	☑	☑	☑	☑
[illegible]		1016 Barcelona Dr.	34741	4/11/26	☑	☑	☑	☑	☑	☑	☑
[illegible]		192 Barcelona Dr	34741	4/11/26	☑	☑	☑	☑	☑	☑	☑
Katiuska Degnan	KD	2019 Balboa Way	34741	4/12/26	☑	☑	☑	☑	☑	☑	☑
Arthur		2023 Balboa Way	34741	4/12/26	☑	☐	☑	☑	☐	☑	☐
Silvia Espinoza		2104 Balboa Way	34741	4/12/26	☑	☑	☑	☑	☐	☐	☑
Miguel Bustinza		2104 Balboa Way	34741	4/12/26	☑	☑	☑	☑	☑	☐	☑
5 ELEMENTS		1024 Barcelona DR	34741	4/12/26	☑	☑	☑	☑	☑	☑	☑

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Joel Casas		1521 cola cir	34741	11 abril	☒	☒	☒	☒	☒	☒	☒
Dianna Casas		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Justin Diaz		1131 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Julia Perez		1123 Barcelona Dr	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Jose Serrano		1123 Barcelona Dr	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Jorge Perez		1111 Barcelona Dr.	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Maria Morales		1118 Barcelona Dr	34741	4-11	☒	☒	☒	☒	☒	☒	☒
Kelly Catalano		1103 Barcelona Dr	34741	04/11	☑	☑	☑	☐	☑	☐	☑
Carlos Ramirez		1055 barcelona dr	34741	04/11	☑	☑	☑	☑	☑	☑	☑
Katerine meza		1055 Barcelona dr	34741	04/11	☑	☑	☑	☑	☑	☑	☑
Dariana meza		1055 Barcelona dr	34741	04/11	☑	☑	☑	☑	☑	☑	☑

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Rose Cataneo	Rose Cataneo	1205 Bermuda Lake	Kissim 34741	4/15/26	☑	☑	☑	☑	☑	☑	☑
Valentina	Ortiz	Valentina 1213 Bermuda	34741	4/15/26	☑	☑	☑	☑	☑	☑	☑
Rivera	Miguel	1217 Bermuda Lake Dr	Kiss 34741	5/15/26	☑	☑	☑	☑	☑	☑	☑
MESKO	Judith	1221 Bermuda #206	Kiss 34741	5/15/26	☑	☐	☑	☑	☑	☑	☑
[illegible]	[illegible]	2109 Pitch P	34741	5/18	☑	☑	☑	☑	☑	☑	☑
Bozura	[illegible]	2481 The oaks	34746	5/18	☑	☑	☑	☑	☑	☐	☑
Bozura	Caio	2481 The oaks	34746	5/18	☑	☑	☑	☑	☑	☑	☑
[illegible]	[illegible]	2000 Pitch way	34746	5/18	☑	☑	☑	☑	☑	☑	☑
Edgar Martin	Edgar M	1823 Ironwood Way	34746	5-18-26	☑	☑	☑	☑	☑	☑	☑
Sandra Martin	[illegible]	1823 Ironwood Way	34746	5-18-26	☑	☑	☑	☑	☑	☑	☑
Stanton Jennifer	[illegible]	1527 Angus Ave	34746	5/18/26	☒	☐	☒	☒	☐	☐	☒

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Jason Chappell	[signature]	1709 Boat Launch RD	Kissimee 34746	5-17-26	☑	☑	☑	☑	☑	☑	☐
Thomas Guzman	[signature]	1713 Boat Launch	Kissimmee 34746	5-17-26	☑	☑	☑	☑	☑	☑	☐
Boisk	[signature]	1719 Boat Launch	Kiss 34785	5/17/12	☑	☑	☑	☑	☑	☑	☑
E. Alamo	[signature]	1510 Angler Ave	Kissimmee 34746	5/15/26	☑	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
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Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

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Statement of Opposition / Declaración de Oposición

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Estoy directamente afectado por el propuesto parque de food trucks (múltiples unidades en una sola ubicación) y me opongo a su aprobación debido a la congestión vehicular, preocupaciones de seguridad, basura, estacionamiento, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos y preocupaciones sobre la supervisión constante de normas de salud y seguridad.

Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
LILIAN C.	Lilian Cora	1231 BERMUDA #102	34741	5-15-26	☐	☑	☐	☐	☑	☑	☐
FRANKIN C	Franklin	"	"	5/15/26	☑	☑	☐	☑	☑	☐	☑
SEBASTIAN	BATISTA	1218 bermuda	"	5/15/26	☑	☑	☑	☑	☑	☑	☑
Perez	Gaston	1213 Bermuda	34741	5/15/26	☑	☑	☑	☑	☐	☐	☐
Quiles	Moses	1092 Hacienda Circle	34741	5/15/26	☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
GATLINDAN	[signature]	2645 Mill Run	Kissimmee 34744	4/29	☑	☑	☑	☑	☑	☑	☑
Constance C.	[signature]	2645 Mill Run	Kiss 34744	4/29	☑	☑	☑	☑	☑	☑	☑
Bill Snitta	[signature]	2653 Mill Run Blvd	Kiss 34744	4/29	☑	☑	☑	☑	☑	☑	☑
Yen Yoria	[signature]	2681 Mill Run Blvd	Kiss 34744	4/29	☑	☑	☑	☑	☑	☑	☑
Cecelia Sedeo	[signature]	2681 Mill Run	Kissimmee	4/29	☑	☑	☑	☑	☑	☑	☑
Stephanie Siegel	Stephanie Siegel	2678 Mill Run	Kissimmee	4/29	☑	☐	☑	☑	☑	☑	☑
MENNI	MANDER	960 Hacienda Cir	Kissimmee 34741	5/12	☑	☑	☑	☑	☑	☑	☑
Ortiz Matthias	Matthias Ortiz	918 Hacienda Cir	Kissimmee 34741	5/17	☑	☑	☑	☑	☑	☑	☑
[signature]	Roger Ramirez	913 Hacienda Cir	Kissimmee 34741	5/17	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Daisy Labu	[signature]	1271 Spontan	Kiss FL	4/24/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	[signature]	1263 Ponca rd	Kiss FL	4/24/26	☑	☑	☑	☑	☑	☑	☑
Donnell/Edward	[signature]	1255 Ponca rd	Kissimmee, FL	4/24/26	☑	☑	☑	☑	☑	☑	☑
Fadmer	[signature]	1226 Ponca Rd	Kissimee	4/26/26	☑	☑	☑	☑	☑	☑	☑
José Machado	José J. Machado	1227 Ponca	Kissimee	4/24/26	☑	☑	☑	☑	☑	☑	☑
Pedro Sanchez	[signature]	1222 Ponca Rd	Kissimee	4/24/26	☑	☑	☑	☑	☑	☑	☑
Jason Daniel	[signature]	1202 Ponca Rd	Kissimmee	4/24/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	[signature]	1105 Palmer	Kiss FL	4-25-2026	☑	☑	☑	☑	☑	☑	☑
Ramirez	Laura	1105 Palmer Way	Kiss	4-25-2026	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
[illegible]	[signature]	2550 TEE OAKS	KISSIMMEE	4/19/26	☐	☐	☑	☑	☑	☐	☑
Eric Diaz	[signature]	2221 The Oaks	Kissimmee	4/18/26	☑	☐	☑	☑	☑	☑	☑
Desmond Hunt	[signature]	2211 The Oaks	Kissimmee	4/19/26	☐	☐	☐	☐	☑	☐	☐
Carmen Cruz	[signature]	1661 Isleta Loop	Kissimmee	4/19/26	☒	☐	☐	☐	☐	☐	☐
Garcia, Perla	[signature]	1578 Isleta Loop	Kissimmee	4/19/26	☐	☐	☑	☑	☐	☐	☐
Rodriguez, Danny	[signature]	1528 Isleta Loop	Kissimmee	4/19/26	☐	☐	☐	☐	☐	☐	☐
Melendez	[signature]	1618 Isleta Loop	Kissimmee	4/20/26	☐	☐	☐	☐	☐	☐	☐
Melendez	[signature]	1618 Isleta Loop	Kissimmee	4/20/26	☐	☐	☐	☐	☐	☐	☐
Perez Sanchez	Monica	1614 Isleta Loop	Kissimmee	4/20/26	☐	☐	☐	☐	☐	☐	☐
Pinamo	Giovanni	1614 Isleta Loop	Kissimmee	4/20/26	☐	☐	☐	☐	☐	☐	☐
Sanchez	Norma	1614 Isleta Loop	Kissimmee	4/20/26	☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

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Nos/Apellido

Signatures / Firmas (check applicable boxes / marque las casillas)

ame / Nombre/Apellido	Signature / Firma	Street / Calle	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Danyeli G	Guzman L	1419 Osceola Park	34741	4/9/26	☐ ✓	☑	☑	☑	☑	☑	☑
Alejandro R	Rueda L	1412 osceola Park	34741	4/9/26	☑	☑	☑	☑	☑	☑	☑
Margarita G	Gonzalez M	1412 Osceola Park	34741	4/9/26	☑	☑	☑	☑	☑	☑	☑
Cornelio R	Rueda L	1412 osceola park	34741	4/9/26	☑	☑	☑	☑	☑	☑	☑
Yvette G	Gonzalez G	1520 osceola PK DR	34741	4/9/26	☑	☑	☑	☑	☑	☑	☑
Felipe M	Felipe Morales	1535 osceola PK DR	34741	4/9/26	☑	☑	☑	☑	☑	☑	☑
Rich Raffaele	Richard Raffaele	1532 Osceola Park	34741	4/9/26	☑	☐	☑	☑	☑	☑	☐
[illegible]	[illegible]	1600 Osceola Park	34741	4/9/26	☑	☑	☑	☑	☑	☑	☑
[illegible]	[illegible]	1600 Osceola Park	34741	04/9/26	☑	☑	☑	☑	☑	☑	☑
DANIEL A	AKLEH D	1712 Hiawatha Dr.	34741	04/9/26	☑	☑	☑	☑	☑	☑	☑
Susan A	Akleh S	1712 Hiawatha Dr.	34741	04/9/26	☑	☑	☑	☑	☑	☑	☑

Nombre Apellido

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Shirley Tydings	Shirley Tydings	1705 Hiawatha Dr.	Kissimmee, FL	4/13/26	☑	Restaurants	☑	☑	☑	☑	☑
Pedro Figueroa	[illegible]	1705 Hiawatha Dr.	Kissimmee, FL	4/13/26	☑	Restaurants Church	☑	☑	☑	☑	☑
Gary Suffield	[illegible]	1311 Greenbrook Ave	kissimmie fl	4/13/26	☑	☑	☑	☑	☑	☑	☑
maryjane	[illegible]	1311 Greenbrook Ave	kissimmee	4/13/26	☑	☑	☑	☑	☑	☑	☑
Boquell D	[illegible]	1311 Greenbrook Ave	Kissimmee FL	4-13-26	☑	☑	☑	☑	☑	☑	☑
Williams Kim	[illegible]	1821 osceola park cir	Kissimmee FL	4-13-26	☑	☑	☑	☑	☑	☑	☑
Gilpin	[illegible]	1713 Osceola Pk Dr.	Kiss, FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Powers C	Sharla Powers	1713 Osceola Park Dr	Kiss, FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Z. Ricketts	[illegible]	1807 Osceola Park	Kiss, FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Travis	[illegible]	1806 Hiawatha Dr	Kissimmee FL	4-14-26	☑	☑	☑	☑	☑	☑	☑
Molly Sylvia	[illegible]	1806 Hiawatha Dr	Kissimmee FL	4-14-26	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Banilla		1040 Vaquero Ln	Kiss, 34741	5/3	☒	☒	☒	☒	☒	☐	☒
Kathy Nguyen		648 Hacienda Cir	Kissimmee, FL 34741	5/7	☑	☑	☑	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
Jesus Jorge	Susana Jorge	642 HACIENDA CIR 15155 FL 3474	Kissimmee	5/7	☐	☐	☑	☑	☑	☑	☐
Miguel Jorge		642 HACIENDA CIR KISS, FL 3474	Kissimmee	5/7	☐	☐	☐	☐	☐	☐	☐
Juan Alexander		1159 Hacienda cir	Kiss 34741	5/15	☑	☑	☑	☑	☑	☐	☑
Magdalena Juan		1159 Hacienda cir	Kiss 34741	5/15	☐	☐	☐	☐	☐	☐	☐
Nancy [illegible]		1153 Hacienda cir	Kiss 34741	5-15	☐	☐	☐	☐	☐	☐	☐
Jaqueline		1153 Hacienda cir	Kiss 34741	5-15	☒	☒	☒	☒	☒	☒	☒
[illegible]		9141 Hacienda	Kiss 34741	5/15	☑	☑	☐	☐	☑	☐	☐
Virginia Jorge		1062 HACIENDA	Kissimmee	5/15	☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
S. John Young Parkway at 1985 S. John Young Pkwy, Kissimmee, FL 34741

Petition Question / Pregunta de la Petición

Given the existing traffic congestion along the S. John Young Parkway corridor, do you oppose allowing a food truck park (multiple food trucks operating at a single location) at this location due to traffic impacts, safety concerns, increased trash, negative visual impact, potential economic impacts on nearby established small businesses that maintain permanent facilities and ongoing regulatory costs, and concerns regarding consistent oversight and enforcement of health, sanitation, and safety standards in a high-density, multi-vendor environment?

Dado el tráfico existente en el corredor de S. John Young Parkway, ¿usted se opone a permitir un parque de food trucks (múltiples unidades operando en una sola ubicación) en este lugar debido al impacto en el tráfico, preocupaciones de seguridad, aumento de basura, impacto visual negativo, posibles efectos económicos en negocios pequeños cercanos que mantienen instalaciones permanentes y costos regulatorios continuos, y preocupaciones sobre la supervisión y cumplimiento constante de normas de salud, saneamiento y seguridad en un entorno de alta densidad con múltiples vendedores?

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Luis Padilla		2207 Granger Ave	Kissimmee FL 34746	4-11-26	☑	☑	☑	☑	☑	☑	☑
		2640 Liberty	[illegible]	4-11-26	☑	☑	☑	☑	☑	☑	☑
Sandra Delbo		7783 Comm	Orlando	4-11-26	☑	☑	☑	☑	☑	☑	☑
Rebeca Lasalle		1436 Marvin C Zanders	Apopka	4-11-26	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Tai Truong	Tai Truong	919 Hacienda Ct	34741	5/17	☐	☐	☐	☐	☐	☐	☐
Rafael Ramirez	[signature]	1737 Boat Launch	34746	5/17	☑	☑	☑	☑	☑	☑	☑
Johnny Gonzalez	[signature]	1737 Boat Launch	34746	5/17	☑	☑	☑	☑	☑	☑	☑
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

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Resident Petition – Traffic, Safety, and Visual Impact Objection
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

Proposed Food Truck Park (Multiple Food Trucks at One Location) / Propuesto Parque de Food Trucks (Múltiples unidades en una sola ubicación)
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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Last Name	Signature / Firma	Address / Direccion	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Hedon Santiago	[signature]		1080 Jack		☑	☑	☑	☑	☑	☑	☑
			Calhoun		☐	☐	☐	☐	☐	☐	☐
			Dri		☐	☐	☐	☐	☐	☐	☐
			Lote 174		☐	☐	☐	☐	☐	☐	☐
			Kissimee		☐	☐	☐	☐	☐	☐	☐
			Flo 34741		☐	☐	☐	☐	☐	☐	☐
Luis	Reyes	X [signature] Orellana	1080 Jack Calhoun		☑	☑	☑	☑	☑	☑	☑
Berita	Martinez	X Martine	1080 Jack Calhoun		☑	☑	☑	☑	☑	☑	☑
Catherine Ewer	[signature]	1201 Bermuda Lakes Lane #102	Kissimmee 34741	5.14.26	☑	☑	☑	☑	☑	☑	☑
Michael Hogan	[signature]	1201 Bermuda Lake #104	Kis 34741	5-14-26	☑	☑	☑	☑	☑	☑	☑
David Brito	DAVID BRITO	1201 Bermuda Ln 201	Kissimme	5-14/26	☑	☑	☑	☑	☑	☑	☑

Resident Petition – Tra
Petición de Residentes – Objeción por Tráfico, Seguridad e Impacto Visual

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Signatures / Firmas (check applicable boxes / marque las casillas)

Name / Nombre	Signature / Firma	Street / Calle	City & ZIP	Date / Fecha	Owner/Renter	Business Affected	Traffic	Safety	Trash	Eyesore	Parking
Jesus Rivera		1704 Hiawatha Dr	Kiss. 34741	4/9/26	Owner	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐
					☐	☐	☐	☐	☐	☐	☐

EXHIBIT "E"

RECORD COPY

CITY OF KISSIMMEE

Office of the City Manager
101 Church Street · Kissimmee, Florida 34741-5054 · Phone 407-518-2300 · Fax 407-846-8369

April 27, 2026

Victoria Mendez
Shutts & Bowen LLP
200 South Biscayne Blvd.
Suite 4100
Miami, FL 33131

Subject: Appeal of Procurement Officer's Decision to Formal Written Protest to Cancellation/ Rejection of Solicitation RFP2026001, School Speed Detection Cameras

Ms. Mendez:

I have received your letter dated April 13, 2026 regarding an appeal of the decision to cancel/reject Solicitation RFP2026001, School Speed Detection Cameras.

Please note that City Policy 501, Purchasing Manual, states that an Invitation to Bid, a request for proposal or other solicitation, may be delayed or canceled, or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, by the Procurement Division and Department Director or designee, if it is determined that such action is in the best interest of the City.

In addition, Section 1.8 (page 16) of the Bid Package for RFP2026001 states that the City of Kissimmee reserves the right to accept and/or reject any or all proposals in whole or in part with or without cause.

Based upon the foregoing, I believe the City's Procurement Officer acted within his authority to cancel the process and reject all bids without cause. Therefore, I'm denying each of the remedies requested in your letter.

Respectfully,

Mike Steigerwald, City Manager
City of Kissimmee

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "F"

DATE: 05/19/2026

AGENDA ITEM #: 8 B

NON-AGENDA ITEM: _____

NAME: Madelin Casiano

ADDRESS: 4030 Fulcher Ave CITY: Saint Cl STATE: FL ZIP: 34772

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: 8.B

NON-AGENDA ITEM: _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL, ZIP: 3474

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 05/19/2026

AGENDA ITEM #: 8B

NON-AGENDA ITEM:

NAME: Sabrina Simmons

ADDRESS: 602 Alma St **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: 8B

NON-AGENDA ITEM:

NAME: Sandra Roman

ADDRESS: 1955 S. Johnny Mercer Way CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [X] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 05/19/2026

AGENDA ITEM #: 8B

NON-AGENDA ITEM:

NAME: Autumn Suffield

ADDRESS: 1311 Greenbrook Ave CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
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CITY OF KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "G"

DATE: 5/19/2026

AGENDA ITEM #: 8.B

NON-AGENDA ITEM: _____

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 304 CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
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Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
FORTY MARTINEZ, LLC

Filing Information

Document Number	L23000202920
FEI/EIN Number	92-3677082
Date Filed	04/25/2023
Effective Date	04/20/2023
State	FL
Status	ACTIVE

Principal Address

1510 Royal St Lot 65
KISSIMMEE, FL 34744

Changed: 05/01/2026

Mailing Address

1510 Royal St Lot 65
KISSIMMEE, FL 34744

Changed: 05/01/2026

Registered Agent Name & Address

MARTINEZ, JANETTE
1510 Royal St
KISSIMMEE, FL 34744

Address Changed: 05/01/2026

Authorized Person(s) Detail

Name & Address

Title President, Manager

MARTINEZ, JANETTE
1510 Royal St
KISSIMMEE, FL 34744

Annual Reports

Report Year	Filed Date
2024	04/15/2024
2025	03/09/2025
2026	05/01/2026

Document Images

05/01/2026 -- ANNUAL REPORT	View image in PDF format
03/09/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- Florida Limited Liability	View image in PDF format

DBPR HR-7022, Commissary Services Notification

STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
Division of Hotels and Restaurants
2601 Blair Stone Road, Tallahassee, Florida 32399-1011
Phone: 850.487.1395 – E-mail: dhr.planreview@myfloridalicense.com
Internet: www2.myfloridalicense.com/hotels-restaurants/

For Office Use Only
Log Number
File Number

NOTE – This form must be submitted as part of an application packet.

Section 1 – Mobile Food Dispensing Vehicle or Temporary Commercial Kitchen Information

Owner Name	Phone Number (include area code)
JANETTE MARTINEZ	407-414-7311
Vehicle or Kitchen Name (DBA)	**License Number**
FORTY MARTINEZ LLC	application# 211618

Section 2 – Commissary Information

Select one: This is my ☒ Primary Commissary ☐ Additional Commissary

Commissary Name		
TECHONERA EL JIBARITO LLC		
Commissary Address		
1885 S JOHN YOUNG PKWY		
City	**Zip Code (+4 optional)**	**County**
KISSIMMEE	34741	OSCEOLA
Phone Number (include area code)		
407-694-5029		
Commissary License Number (if available)	**E-Mail Address**	
SEA5911364	techoneraeljibarito@gmail.com	

Licensed By: ☒ DBPR ☐ Department of Agriculture & Consumer Services

Section 3 – Commissary Activities

I intend to conduct the following activities **at my commissary**:

Dish or equipment washing	☒ Yes	☐ No	Storing food (including ice or drinks)	☒ Yes	☐ No
Dumping wastewater	☒ Yes	☐ No	Storing dry goods	☒ Yes	☐ No
Receiving potable water	☒ Yes	☐ No	Cooking and/or reheating food	☐ Yes	☒ No
Washing the outside of the vehicle	☒ Yes	☐ No	Other (Describe below)	☐ Yes	☒ No

Section 4 – Signature

Print Name	Signature	Date
JANETTE MARTINEZ		6/24/24

For additional commissaries submit a separate form for each additional commissary.

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:19:16 PM 5/19/2026

Licensee Information

Name:	FORTY MARTINEZ LLC (Primary Name) COQUI KITCHEN (DBA Name)
Main Address:	17 W MONUMENT AVE KISSIMMEE Florida 34741
County:	OSCEOLA
License Mailing:	17 W MONUMENT AVE KISSIMMEE FL 34741
County:	OSCEOLA
License Location:	1985 S JOHN YOUNG PKWY KISSIMMEE FL 34741
County:	OSCEOLA

License Information

License Type:	Mobile Food Dispensing Vehicle
Rank:	Mobile MFDV
License Number:	MFD5953052
Status:	Current,Active
Licensure Date:	09/06/2024
Expires:	04/01/2027

Special Qualifications	Qualification Effective
No Plan Review	06/25/2024
Osceola APR	

Self Sufficient MFDV	**06/25/2024**
Risk Level 1	**01/14/2026**

Alternate Names

View Related License Information

View License Complaint

View Recent Inspections

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE MOBILE FOOD DISP VEHICLE (2014) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES
VIN NUMBER: SELF SUFFICIENT

Page 5 of 10

FORTY MARTINEZ LLC

COQUI KITCHEN
1985 S JOHN YOUNG PKWY
KISSIMMEE FL 34741

LICENSE NUMBER: MFD5953052

EXPIRATION DATE: APRIL 1, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/23/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Outlook

Fw: your vice mayor for kissimmee and food truck opposition

From Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>
Date Tue 5/19/2026 1:54 PM
To Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>

From: Yoniel Mayans <mayansyoniel@gmail.com>
Date: May 19, 2026 at 1:14:09 PM EDT
To: Jackie Espinosa <jackie.espinosa@kissimmee.gov>
Subject: your vice mayor for kissimmee and food truck opposition

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

I am trying to attach the of the fact that she wanted to fire the attorney in December and it keeps blocking me on the attachments.
I feel the people in city hall are defending or covering her up.

She wanted to fire her and no one allowed her to? or was she being protected by someone because she is running for her re election?

Doin the right thing is not an option for convenience, it is your duty as an elected official.

I want this read into the record at the next meeting.

I wont go in personally cause of all the craziness and the crazy lady that records everyone when they talk.

i want to watch on line and see you read my comment.

I also oppose the food truck park 100% and that needs to be for the records.

Mr. Yoni Mayans

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Martinez Janette	Kissimmee City Commission Seat 4
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
101 Church St Osceola	☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
Kissimmee FL 34741	
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
5/19/26	☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Janette Martinez, hereby disclose that on May 19, 20 26

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, N/A ;

___ inured to the special gain or loss of my relative, N/A ;

___ inured to the special gain or loss of N/A, by whom I am retained; or

___ inured to the special gain or loss of N/A, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

As per the conversation with City Atty. Out of an abundance of caution and consistent with City Attorney's Opinion, I will File form 8B and recuse myself, although I have no financial gain, intrest, or loss in this matter. This is consistent with prior recusal related to this matte.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

May 19, 2026
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "J"

DATE: 5/19/26

AGENDA ITEM #: 8.C

NON-AGENDA ITEM: _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [X] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC, INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 5/19/26

AGENDA ITEM #: 8-C&D

NON-AGENDA ITEM: _____

NAME: Jose Figueroa

ADDRESS: 2818 Sea Belle Way CITY: Kissimmee STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [X] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "K"

DATE: 5/19/26

AGENDA ITEM #: 8.D

NON-AGENDA ITEM:

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St. **CITY:** Kissimmee **STATE:** FL **ZIP:** 3474

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

ITEM 7.B
Easement Agreements for Woodside Drainage & Utility Phase 2

Request

Requesting approval to enter into a Temporary Construction Easement Agreement (Contract #20260214) and a Perpetual Easement Agreement (Contract #20260215) between the City and Self-Storage Portfolio XXII DST for the Woodside Drainage & Utility Infrastructure Improvements Phase 2 Project, and authorization for the City Manager or designee to execute any extensions, amendments, or other documents necessary to administer the agreements.

Explanation

The City is advancing the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Project to enhance drainage infrastructure within the project area. A portion of the project requires access across privately owned property where the City has historically maintained an existing drainage ditch.

The Perpetual Easement Agreement will grant the City the ongoing right to access, improve, operate, and maintain the existing drainage ditch and related infrastructure within the easement area. The Temporary Construction Easement Agreement will provide temporary access to the property during construction activities necessary to improve a drainage structure connected to the ditch and complete associated project improvements.

Execution of these easement agreements is necessary to support construction activities and to provide long-term access for maintenance of the drainage system associated with the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393	SW2613	Decrease	$1,059,841.40	$20.00

Financial Summary:

Adequate funding for the Easement Agreements for Woodside Drainage & Utility Phase 2 project is available.

Recommendation

Approval to enter into a Temporary Construction Easement Agreement and a Perpetual Easement Agreement between the City and Self-Storage Portfolio XXII DST for the Woodside Drainage & Utility Infrastructure Improvements Phase 2 Project, and authorization for the City Manager or designee to execute any extensions, amendments, or other documents necessary to administer the agreements.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Temporary Construction Easement
2. (S) Perpetual Drainage Easement

THIS INSTRUMENT PREPARED BY:
Kalanit Oded, Deputy City Attorney
City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741

Property Appraisers Parcel ID Number:
Portion of Parcel# 19-25-29-0000-0061-0000

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made this 28th day of April, 2026, by Self-Storage Portfolio XXII DST, a Delaware statutory trust (hereinafter referred to as the "Grantor"), whose address is 2901 Butterfield Road, Oak Brook, IL 60523, in favor of the **City of Kissimmee, Florida**, a Florida Municipal Corporation, and its agents and assigns, whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "Grantee.")

WITNESSETH:

That for and in consideration of $10.00, and the mutual benefits, covenants, and conditions herein contained, the receipt and sufficiency all of which is hereby acknowledged, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its agents and assigns, this Temporary Construction Easement (hereinafter "Easement") for purposes of restoring and improving water flow from Grantor's property into Grantee's public drainage system (hereinafter "Work"). This Easement is granted to provide temporary ingress and egress by Grantee over and across the Easement Area and to perform all such necessary acts for the Work. This Easement shall expire 18 months after the Effective Date or upon completion of the Work whichever occurs first (the "Term"). Said Easement is legally described as lying and situated in the County of Osceola, State of Florida, to-wit:

A parcel of land lying Section 19, Township 25 South, Range 29 East, Osceola County, Florida, being a portion of lands described in Special Warranty Deed recorded in Official Records Book 4862, Page 1300 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Intersection of the Northerly Right of Way line of Former CSX Railroad Right of Way, as Quit Claimed to the City of Kissimmee per deed recorded in Official Records Book 3746, Page 2290 of the Public Records of Osceola County, Florida and the Westerly Right of Way line of Hoagland Boulevard; thence N59°35'41"W, along said Northerly Right of Way line, a distance of 974.53 feet; thence departing said Northerly Right of Way line, run N30°24'19"E, a distance of 50.00 feet to the Point of Beginning; thence N59°35'41"W, a distance of 20.00 feet; thence N30°24'19"E, a distance of 20.00 feet; thence S59°35'41"E, a

distance of 20.00 feet; thence S30°24'19"W, a distance of 20.00 feet to the Point of Beginning.

Containing 400 square feet or 0.01 acres, more or less.

(Title to the property described herein, as well as the legal description, has not been examined or approved by the City of Kissimmee or the City Attorney's Office.)

The rights granted herein are subject to the conditions outlined below and include the right to enter upon and to pass and repass over and along the Easement Area and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons or entities under contract with Grantee, wherever and whenever necessary for the purpose of completing the Work in accordance with applicable laws. Grantee's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to complete the Work. Grantee agrees not to damage Grantor's property in the process of performing such activities. At all times during the Term and subject to the conditions provided for herein Grantor's Property will remain accessible for Grantor's ingress and egress.

During the Term, Grantee agrees to ensure that its officers, agents, employees, persons and any other entities under contract with Grantee, for the purpose of completing the Work comply with the following conditions (the "Easement Conditions"):

(a) Grantee shall ensure that all activity in the Easement Area that impacts ingress and egress to Grantor's Property be coordinated with Grantor to ensure that vehicular and pedestrian access is always maintained to Grantor's business in a safe and readily apparent manner.

(b) In the event that Grantee's Work in the Easement Area requires dislocation of the existing fencing, Grantee shall coordinate in advance with Grantor and Grantee shall be responsible for the installation of temporary fencing as such may be required to ensure the safety and security of the Grantor's Property. Following completion of the Work, Grantee shall reinstall the existing fencing in its current location.

(c) All work performed by Grantee shall be performed in a lien-free, good and workmanlike manner. In the event any mechanic's or materialman's lien is filed against Grantor's Property in connection with work for or on behalf of Grantee, then Grantee shall, promptly after notice of filing, cause the same to be discharged of record. If Grantee learns of any claim or action pertaining to mechanics'or materialman's liens, Grantee shall give prompt notice of same to Grantor.

(d) Prior to the expiration of the Term, all debris generated by Grantee or by its officers, agents, employees, persons or any other entities under contract with Grantee, will be removed and the surface will be graded, if applicable, and left in a neat and orderly condition that is harmonious with the Property immediately surrounding the impacted area.

Any notice to be given or other document or documents to be delivered to either Party by the other hereunder may be delivered in person or may be deposited in the United States Mail duly registered or certified, with postage prepaid, and addressed as follows:

If to Grantee, to:

Attn: City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida, 34741
Attention: Yurely Torres
Email: Yurley.PerezTorres@kissimmee.gov

If to Grantor, to:

Self-Storage Portfolio XXII DST, a Delaware statutory trust
2901 Butterfield Road
Oak Brook, IL 60523
Attn: Joseph E. Binder
Email: binder@inlandgroup.com

With a copy to:

The Inland Real Estate Group
2901 Butterfield Road
Oak Brook, IL 60523
Attn: General Counsel
Telephone No.: (630) 218-8000

To the extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including reasonable attorney's fees and costs (collectively, "Claims"), arising directly out of or in connection with any act or omission of Grantee, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Easement or otherwise; provided, however, that the foregoing duty to defend, indemnify and hold harmless Grantor from and against any Claims shall not apply to any Claims arising from the gross negligence or intentional misconduct of Grantor.

Grantee shall provide Grantor with thirty (30) day advance notice prior to the commencement of Work in the Easement Area.

This Easement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

This Easement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

Grantor shall have and retain all rights to use and occupy the Property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Property may not unreasonably interfere with Grantee's use of Property for the purposes herein described.

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except that expressly set forth herein shall be implied by this Easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Construction Easement to be executed the day and year first above written.

GRANTOR: Self-Storage Portfolio XXII DST,
a Delaware statutory trust

by: Inland Private Capital Corporation,
a Delaware corporation
its: sole member

by: _____
Print Name: Joseph E. Binder
Title: Executive Vice President

STATE OF ILLINOIS
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 28 day of April, 2026, by means of ☒ physical presence or ☐ online notarization, by Joe Binder _____ as Authorized Party for Self-Storage Portfolio XXII DST, a Delaware statutory trust , who is personally known to me or has produced identification.

Notary Seal:

OFFICIAL SEAL
CLAUDIA CRUZ
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 952670
MY COMMISSION EXPIRES MAY 16, 2026

Notary: Claudia Cruz
Print Name: Claudia Cruz
My Commission Expires: May 16, 2026

Signed, sealed and delivered
in the presence of:

_____
Print Name:_____

The City of Kissimmee (Grantee)
By its Commission
By _____
Print Name:_____
Its Mayor (or Vice Mayor)

Attest:_____

Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by means of ☐ physical presence or ☐ online notarization, by _____ _____ as _____ for the City of Kissimmee, a Florida municipal corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land lying Section 19, Township 25 South, Range 29 East, Osceola County, Florida, being a portion of lands described in Special Warranty Deed recorded in Official Records Book 4862, Page 1300 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Intersection of the Northerly Right of Way line of Former CSX Railroad Right of Way, as Quit Claimed to the City of Kissimmee per deed recorded in Official Records Book 3746, Page 2290 of the Public Records of Osceola County, Florida and the Westerly Right of Way line of Hoagland Boulevard; thence N59°35'41"W, along said Northerly Right of Way line, a distance of 974.53 feet; thence departing said Northerly Right of Way line, run N30°24'19"E, a distance of 50.00 feet to the Point of Beginning; thence N59°35'41"W, a distance of 20.00 feet; thence N30°24'19"E, a distance of 20.00 feet; thence S59°35'41"E, a distance of 20.00 feet; thence S30°24'19"W, a distance of 20.00 feet to the Point of Beginning.

Containing 400 square feet or 0.01 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION
O.R.B.	OFFICIAL RECORDS BOOK
PGS.	PAGES
TEMP.	TEMPORARY
R	RADIUS
L	LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	CENTRAL ANGLE
◎	DESCRIPTIVE POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: RS&H, INC.

DATE OF SKETCH 2/13/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTION 19	
TWP. 25 S., RNG. 29 E.	
JOB NO. 18-056	SHEET 1 OF 2

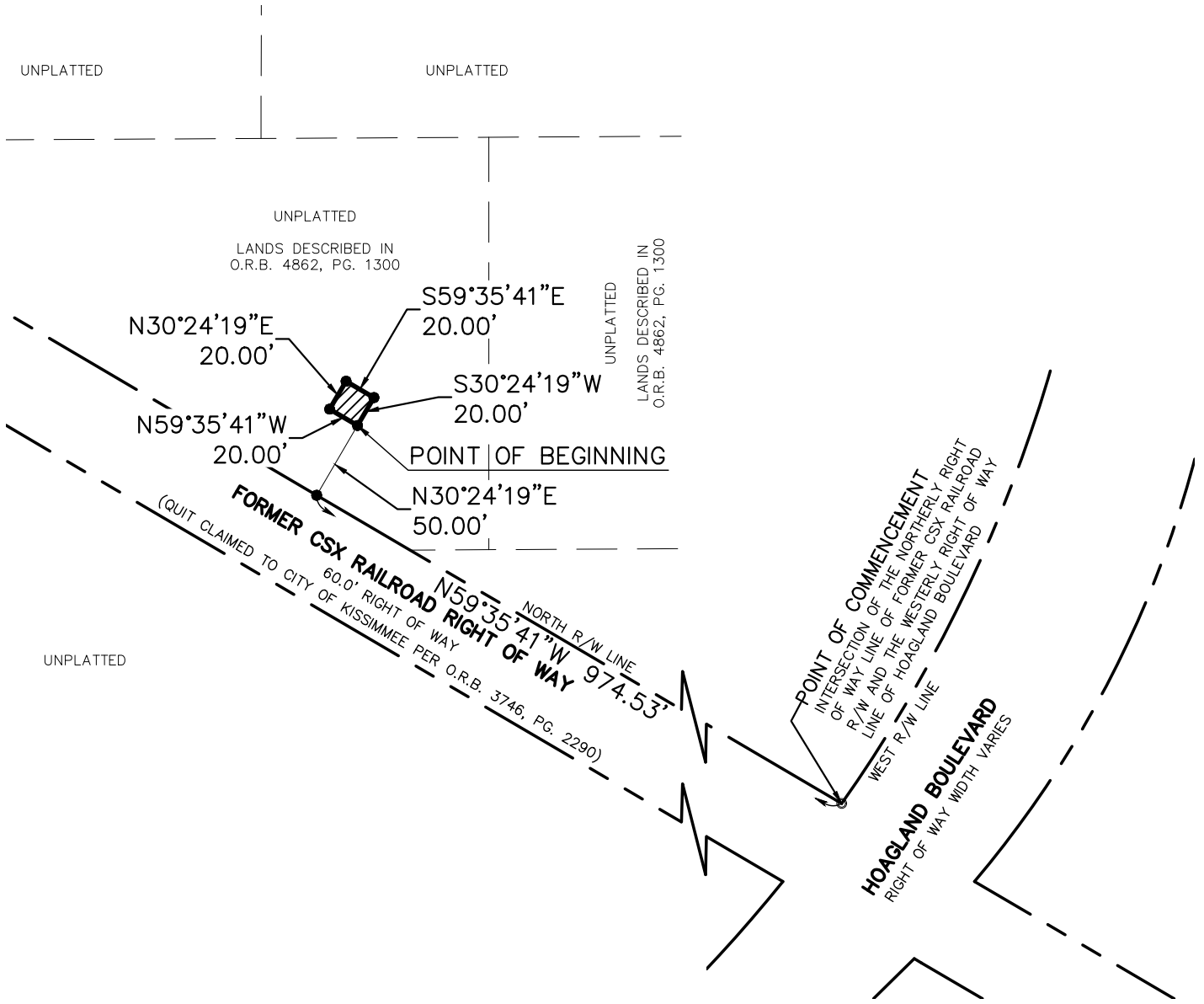
JOHNSTON'S SURVEYING INC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966

2/14/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966

THIS INSTRUMENT PREPARED BY:
Kalanit Oded
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Property Appraiser's Parcel
Identification Number: Part
of 19-25-29-0000-0061-0000

PERPETUAL DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, made this 28th day of April, 2026, by and between Self-Storage Portfolio XXII DST, a Delaware statutory trust whose address is 2901 Butterfield Road, Oak brook, IL 60523, as Grantor; and the City of Kissimmee, Florida, a Florida Municipal Corporation, as Grantee, whose address is 101 Church St., Kissimmee, Florida 34741.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the Grantee, its successors and assigns forever, an easement for drainage and treatment of stormwater and the placement, excavation, re-excavation, filling, maintenance, replacement, or removal, from time to time, of a stormwater drainage system, pipes, or swale, and for drainage of water, over, under, and across the following described real property, located, situate, and lying in the County of Osceola, State of Florida, to wit:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4862, PAGE 1300, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FORMER CSX RAILROAD RIGHT OF WAY AS QUIT CLAIMED TO THE CITY OF KISSIMMEE PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3746, PAGE 2290, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF HOAGLAND BOULEVARD, RUN N59°35'41"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 907.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N59°35'41"W ALONG SAID NORTH LINE, A DISTANCE OF 388.01 FEET; THENCE DEPARTING SAID NORTH LINE RUN N01°25'36"W, A DISTANCE OF 56.88 FEET; THENCE

RUN N89°41'58"E, A DISTANCE OF 3.28 FEET; THENCE RUN S59°35'41"E, A DISTANCE OF 499.38 FEET; THENCE RUN S89°41'58"W, A DISTANCE OF 97.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES, MORE OR LESS.

The rights herein granted by the Grantor to the Grantee are subject to the Drainage Easement Conditions (as provided below) and specifically include: the right of the Grantee, its employees, contractors, sub-contractors, and agents, to have ingress and egress to the aforesaid Drainage Easement for the purposes of placement, excavation, re-excavation, filling, maintenance, replacement, or removal of a stormwater drainage system, pipe(s), or swale and to transmit, convey, treat, and drain stormwater runoff from adjacent properties.

The exercise of Grantee's rights hereunder shall be subject to the Drainage Easement Conditions as outlined below:

(a) Grantee shall provide Grantor with a minimum of thirty (30) days advance written notice prior to commencing any activity in the Drainage Easement Area ("Activity Notice"). The Activity Notice shall include (i) a description of the nature of the work to be completed in the Drainage Easement Area, (ii) a project completion schedule for such work, and (iii) description of any anticipated disruption to Grantor's business.

(b) Any activity in the Drainage Easement Area that impacts ingress and egress to Grantor's Property shall be coordinated with Grantor in advance to ensure that vehicular and pedestrian access is always maintained to Grantor's business in a safe and readily apparent manner.

(c) While performing any work or activity in the Drainage Easement Agree, Grantee shall use commercially reasonable efforts to minimize disruption to Grantor's business operation.

(d) Following completion of any activity or work in the Drainage Easement, Grantee shall ensure that the Property impacted thereby is returned to its original conditions and the surface is graded, if applicable, and left in a neat and orderly condition that is harmonious with the Property immediately surrounding the impacted area.

(e) All work performed by Grantee in the Drainage Easement Area shall be performed in a lien-free, good and workmanlike manner. In the event any mechanic's or materialman's lien is filed against Grantor's Property in connection with work for or on behalf of Grantee, then Grantee shall, promptly after notice of filing, cause the same to be discharged of record. If Grantee learns of any claim or action pertaining to mechanics' or materialman's liens, Grantee shall give prompt notice of same to Grantor.

Any notice to be given or other document or documents to be delivered to either Party by the other hereunder may be delivered in person or may be deposited in the United States Mail duly registered or certified, with postage prepaid, and addressed as follows:

If to Grantee, to:

Attn: City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida, 34741
Attention: Yurely Torres
Email: Yurley.PerezTorres@kissimmee.gov

If to Grantor, to:

Self-Storage Portfolio XXII DST, a Delaware statutory trust
2901 Butterfield Road
Oak Brook, IL 60523
Attn: Joe Binder
Email: binder@inlandgroup.com
Telephone No.: (630) 218-8000

With a copy to:

The Inland Real Estate Group
2901 Butterfield Road
Oak Brook, IL 60523
Attn: General Counsel
Telephone No.: (630) 218-8000

To the extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including reasonable attorney's fees and costs (collectively, "Claims"), arising directly out of or in connection with any act or omission of Grantee, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Easement or otherwise; provided, however, that the foregoing duty to defend, indemnify and hold harmless Grantor from and against any Claims shall not apply to any Claims arising from the gross negligence or intentional misconduct of Grantor.

This Drainage Easement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

This Drainage Easement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except those expressly set forth herein shall be implied by this Easement.

Grantor shall have and retain all rights to use and occupy the Property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Property may not unreasonably interfere with Grantee's use of Property for the purposes herein described.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey an easement in the same; that the Grantor does hereby fully warrant the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except *ad valorem* real property taxes for the year 2026.IN WITNESS WHEREOF, the Grantor has caused this Perpetual Drainage Easement to be executed the day and year first above written.

GRANTOR: Self-Storage Portfolio XXII DST,
a Delaware statutory trust

by: Inland Private Capital Corporation,
a Delaware corporation
its: sole member

By: _____
Print Name: Joseph E. Binder
Its: Executive Vice President

STATE OF Illinois
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 28 day of April, 2026, by means of ☒ physical presence or ☐ online notarization, by Joseph E. Binder as the Authorized Party for Self-Storage Portfolio XXII DST, a Delaware statutory trust, who is personally known to me or has produced identification.

Notary Seal:

OFFICIAL SEAL
CLAUDIA CRUZ
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 952670
MY COMMISSION EXPIRES MAY 16, 2026

Notary: Claudia Cruz
Print Name: Claudia Cruz
My Commission Expires: May 16, 2026

Signed, sealed and delivered
in the presence of:

_____
Print Name:_____

The City of Kissimmee (Grantee)
By its Commission
By _____
Print Name:_____
Its Mayor (or Vice Mayor)

Attest:_____

Clerk (or Deputy Clerk)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by means of ☐ physical presence or ☐ online notarization, by _____ _____ as _____ for the City of Kissimmee, a Florida municipal corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4862, PAGE 1300, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

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CONTAINING 0.51 ACRES, MORE OR LESS.

ABBREVIATIONS/LEGEND

SEC.	SECTION
O.R.B.	OFFICIAL RECORDS BOOK
PGS.	PAGES
TEMP.	TEMPORARY
R	RADIUS
L	LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	CENTRAL ANGLE
◎	DESCRIPTIVE POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: RS&H, INC.

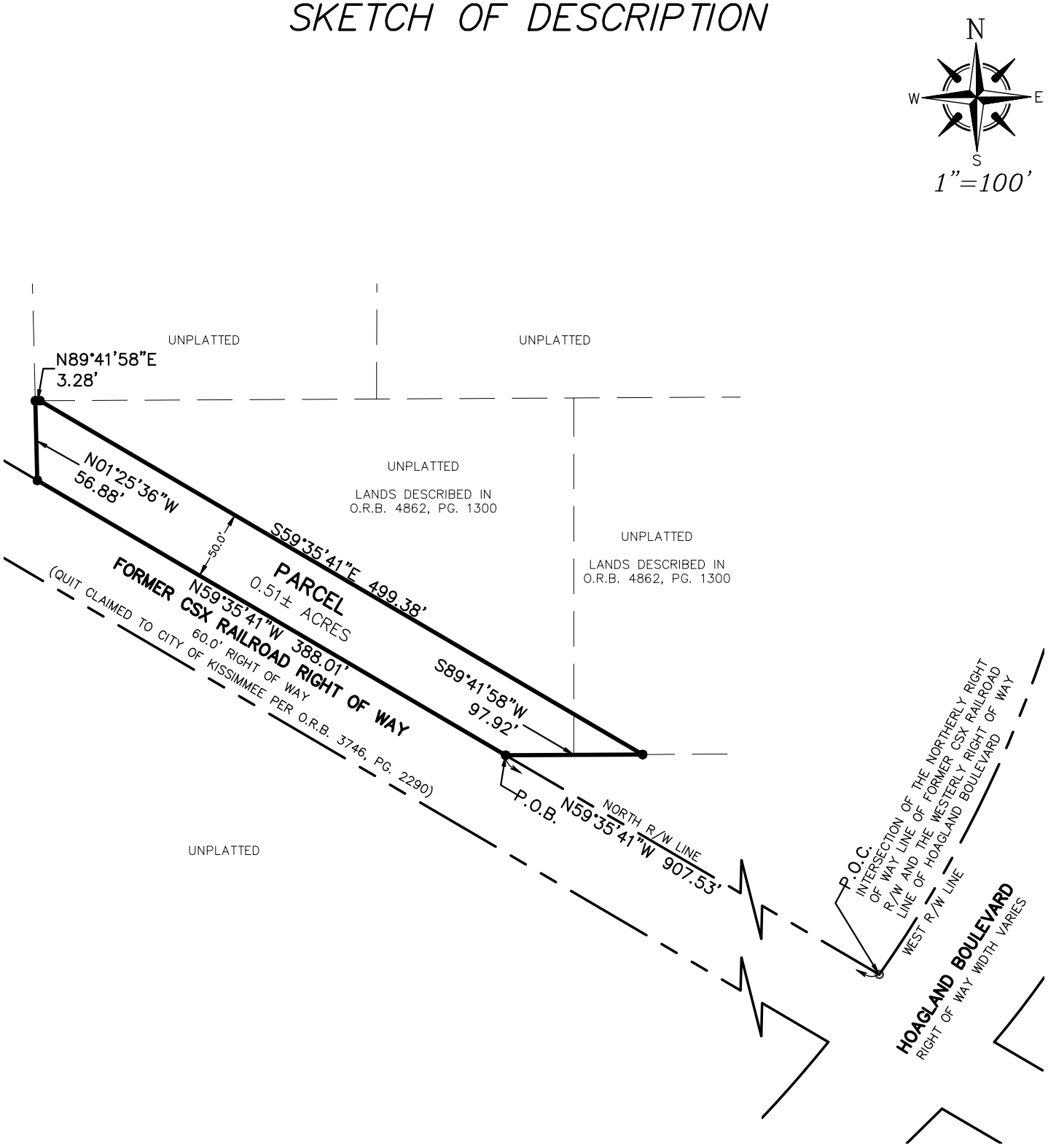
DATE OF SKETCH 5/4/2023	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTION 19	
TWP. 25 S., RNG. 29 E.	
JOB NO. 18-056	SHEET 1 OF 2

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966

5/5/2023

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966

ITEM 7.C
Professional Services for National Pollutant Discharge Elimination System

Request

Request approval of a Consultant Services Authorization (CSA) (Contract# 20260187) with WSP USA Inc., for professional services related to the National Pollutant Discharge Elimination System (NPDES) in the amount of $82,485.81, and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

Explanation

The City underwent an audit of its NPDES permit program by the Florida Department of Environmental Protection (FDEP) in September 2025. Following the audit, the City received a Compliance Assistance Offer (CAO) letter identifying opportunities to enhance program alignment with updated permit requirements. In December 2025, the City submitted an action plan to FDEP outlining steps to implement these enhancements in response to the CAO.

The City subsequently engaged WSP USA Inc. to provide consulting services to support implementation of the identified actions, in accordance with the Architectural & Engineering Master Service Agreement and the Consultant's Proposal. The scope of work includes development of schedules for draft and final deliverables to ensure timely fulfillment of updated compliance requirements, as well as ongoing support to advance program improvements. The total cost of the project is $82,485.81.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-503434	N/A	Decrease	$124,820.08	$82,486.00

Financial Summary:

The project is fully funded under Stormwater Utility Funds.

Recommendation

Approval of CSA with WSP USA Inc. for professional services related to the NPDES in the amount of $82,485.81, and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) CSA between the City and WSP
2. Architectural & Engineering Services Master Agreement with WSP USA Inc.

CONSULTANT SERVICES AUTHORIZATION FOR PROFESSIONAL SERVICES RELATED TO NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM

THIS CONSULTANT SERVICES AUTHORIZATION ("CSA") is issued pursuant to the **Architectural/Engineering Services Master Agreement #20240133** ("Master Agreement") between the City of Kissimmee ("City") and WSP USA, Inc ("Consultant"). All terms and conditions of the Master Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into the Master Agreement on February 20, 2024, for continuing professional engineering services for a five (5) year term; and

WHEREAS, the City requires professional services related to the National Pollution Discharge Elimination System (NPDES) Program (the "Project"); and

WHEREAS, Section 2.1 of the Master Agreement requires the Parties enter into a CSA to memorialize the terms and conditions required to complete the Project.

NOW, THEREFORE, in consideration of the promises contained herein, the City and Consultant hereby agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide professional services related to additional services (Environmental Studies and Reports) for the Project in accordance with the Master Agreement and Consultant's Proposal. The scope of work is to assist the city in implementing the compliance actions outlined in the DEP Compliance Assistance Response: Implementation Activities. The proposed scope of work is organized by Minimum Control Measure (MCM) and includes the schedule for draft and final deliverables required to meet the identified compliance requirements.

- Project Management
- BMP 1A-06 Storm Drain Public Education Campaign
- MCM 3 SOP Development
- MCM 4 SOP Development
- MCM 6 SOP Development

The above scope is more fully described in Consultant's Proposal, attached hereto and incorporated herein as Exhibit "A".

2. SCHEDULE / TERM OF SERVICES

Professional Services for the DEP Compliance Assistance Response: Implementation Activities under this CSA shall commence upon issuance of a Notice to Proceed ("NTP") and shall be substantially complete by July 31, 2026, for the Project as outlined in the scope of service deliverables. Ensuring project schedule deadlines are met and assuring effective communication with the project's team members, subject to extensions as provided in the Master Agreement.

3. COMPENSATION

Compensation for services authorized under this CSA shall be on a not-to-exceed basis in accordance with the Consultant's Proposal fee breakdown stated herein:

Scope Task	**Fee**
Project Management	$14,635.55
BMP 1A-06 Storm Drain Public Education Campaign	$13,969.65
MCM 3 SOP Development	$20,484.69
MCM 4 SOP Development	$23,022.33
MCM 6 SOP Development	$10,373.59
Total Fee	**$82,485.81**

The total compensation authorized under this CSA, inclusive of Consultant labor, shall not exceed **Eighty-two Thousand and Four Hundred and Eighty-five Dollars and Eighty-one cents ($82,485.81)**. No amount shall be due unless authorized by the City Manager or designee.

4. LIQUIDATED DAMAGES

None applicable unless otherwise stated in the Master Agreement.

5. SPECIAL CONDITIONS / CLARIFICATIONS

A) In the event of any conflict between the terms of this CSA and the Master Agreement, the Master Agreement shall control, except where this CSA expressly states otherwise.

B) Nothing in this CSA modifies the insurance, indemnification, standard of care, or risk allocation provisions of the Master Agreement.

C) Consultant's Proposal is attached to and made a part of this CSA as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Consultant Services Authorization.

WSP USA, Inc.

By: _____

Title: Vice President, Florida Water Lead

Date: 05/05/2026

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 5 day of May , 2026, by means of ☐ physical presence or ☒ online notarization by _____ as Christine Mehle for WSP USA Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: Maggie Proenza-Kanakis

My Commission Expires: 03/20/2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____

Kalanit Oded, City Attorney

EXHIBIT A

SCOPE

550 Northlake Boulevard
Suite 1000
Altamonte Springs, FL 32701

wsp.com

May 12, 2026

Nagel Altrui
Floodplain Manager
City of Kissimmee
Public Works and Engineering
101 Church Street
Kissimmee, FL 34741

Via Email: Nagel.Altrui@kissimmee.gov

SUBJECT: Proposal for City of Kissimmee NPDES Program Services – DEP Compliance Assistance Response: Implementation Activities

Dear Mrs. Altrui,

WSP USA Inc. (WSP) assisted the City of Kissimmee (City) in preparing a response to the Florida Department of Environmental Protection (DEP) Compliance Assistance Offer (CAO) letter dated November 24, 2025. According to the DEP Office of General Counsel Enforcement Manual, a CAO letter is an initial enforcement option issued after DEP conducts an inspection—such as a permit audit—and identifies one or more violations. Typically, DEP does not pursue a consent order or penalties if the violations are promptly corrected.

The City submitted its CAO response to DEP on December 24, 2025. The letter is included as **Attachment 1** to this proposal. This proposal outlines WSP's support for implementing the compliance actions detailed in the CAO letter. The proposed scope of work is organized by Minimum Control Measure (MCM) and includes the schedule for draft and final deliverables necessary to meet the identified compliance requirements. Timely review and feedback from the City will be critical to maintaining the compliance schedule and ensuring all deadlines established in the City's CAO response letter are met. WSP is not responsible for submitting deliverables to DEP. **Attachment 2** provides a schedule detailing draft and final deliverable deadlines for WSP to the City and City submittal deadlines to DEP.

Our proposed scope of work, schedule, and estimated cost are as follows.

TASK 1: PROJECT MANAGEMENT

WSP will provide comprehensive project management support for the City, ensuring compliance with regulatory requirements and effective communication throughout the project duration which is assumed to be seven (7) months.

This task includes the following activities:

- Project Management Oversight: Manage project activities, invoicing, and client coordination.
- Monthly Status Reports: Prepare and submit status reports suitable for DEP standards for schedule and deliverable compliance with the CAO. Reports will summarize progress, key milestones, issues, and upcoming activities.
- Virtual Meetings with FDEP as needed.

DELIVERABLES

- Monthly Status Reports (DEP suitable)

SCHEDULE

Monthly status reports	Jan 2026-July 2026

TASK 1 TOTAL COST:$14,635.55

TASK 2: BMP 1A-06 STORM DRAIN PUBLIC EDUCATION CAMPAIGN

The CAO letter response identified the replacement of BMP 1a-06 (Storm Drain Marker Program) with an Illicit Discharge Public Education Campaign. This campaign will educate the general public, residents, and businesses on preventing non-stormwater discharges into storm drains. The campaign will be integrated into the Public Engagement and Participation Plan (PEPP) (Task 2C below), which addresses BMPs under MCM 1 and 2, and will rely on the SOP created in Task 2A.

WSP will create four (4) social media posts geared toward the general public, residents, and businesses on preventing non-stormwater discharges. The social media posts were started under an existing task order for the initial CAO response and will be completed under this task order. The social media posts will be developed in Canva and will be able to be distributed on the City's social media platforms (e.g. Instagram, Facebook, X, and YouTube). In addition, WSP will provide a peer review to the City to the website update and brochure development identified under the CAO letter.

DELIVERABLES

- Four (4) social media posts, provided in Canva
- Peer review comments on the draft website and brochure; provided in Microsoft Word (*.docx) format

SCHEDULE

The project schedule is contingent upon timely City review and feedback; delays in City response may require adjustments to delivery dates.

Draft Post 1

Final Post 1

Draft Post 2

Final Post 2

Draft Post 3

Final Post 3

Draft Post 4

Final Post 4

Review Website Update Content from City

Review Brochure Content from City

TASK 2 TOTAL COST:$13,969.65

TASK 3: MCM 3 SOP UPDATE

WSP staff will update the framework MCM 3 SOP developed to meet the requirements outlined in DEP's CAO. The SOP will outline processes, responsibilities, reporting, and BMPs to ensure compliance with regulatory requirements and effective program implementation. To support field activities, the SOP will include checklists for both proactive and reactive inspections. Additionally, if applicable, a figure illustrating potential proactive inspection locations or quadrants categorized by high, medium, or low priority will be developed and incorporated into the SOP.

A review of the current SOP framework will be completed, and a one (1) hour virtual meeting will be held with the city to review and address any outstanding questions to complete the DRAFT SOP. The SOP update will address the CAO letter compliance actions for the following BMPs :

- BMP 3c-01
- BMP 3d-01
- BMP 3d-04

One (1) draft and one (1) final SOP will be created and one (1) virtual meeting to review the City's comments will be completed.

DELIVERABLES

- Draft and final SOP for MCM 3 in Microsoft Word (*.docx) format
- Draft and final SOP for MCM 3 in a Portable Document Format (*.pdf)

SCHEDULE

The project schedule is contingent upon timely City review and feedback; delays in City response may require adjustments to delivery dates.

Draft MCM 3 SOP

Final MCM 3 SOP

TASK 3 TOTAL COST:$20,484.69

TASK 4: MCM 4 SOP UPDATE

WSP staff will update the framework MCM 4 SOP to meet the requirements outlined in DEP's CAO. The SOP will outline processes, responsibilities, reporting, and BMPs to ensure compliance with regulatory requirements and effective program implementation. Information will be included for: public reporting & follow-up process, staff training, and staff certifications and documentation. A review of the current SOP framework will be completed, and a one (1) hour virtual meeting will be held with the city to review and address any outstanding questions to complete the DRAFT SOP. The SOP update will address the CAO letter compliance actions for the following BMPs :

- BMP 4a-c
- BMP 4d-01
- BMP 4e-01
- BMP 4e-02
- BMP 4f-01
- BMP 4f-02

One (1) draft and one (1) final SOP will be created and one (1) virtual meeting to review the City's comments will be completed.

DELIVERABLES

- Draft and final SOP for MCM 4 in Microsoft Word (*.docx) format
- Draft and final SOP for MCM 4 in a Portable Document Format (*.pdf)

SCHEDULE

The project schedule is contingent upon timely City review and feedback; delays in City response may require adjustments to delivery dates.

Draft MCM 4 SOP

Final MCM 4 SOP

TASK 4 TOTAL COST:$23,022.33

TASK 5: MCM 6 SITE VISIT FOR MUNICIPLE OPERATIONS

To gain a comprehensive understanding of internal operations, an onsite visit is planned under this task. During the visit, WSP will: (1) meet with key City groups involved in MCM 6 activities, such as Public Works/Streets, Parks, Facilities, Recycling, and Stormwater; and (2) conduct site visits at municipal operations facilities that require Spill Prevention Plans. WSP has estimated the visit can be completed by two (2) WSP staff over three (3) days. This task includes development of site location maps to help facilitate the site visit.

DELIVERABLES

- Site Location Maps

TASK 5 TOTAL COST:$10,373.59

ESTIMATED COST AND TERMS

WSP estimates a cost of **$82,485.81** needed to complete the identified CAO response activities. Provided in **Table 1** is a summary of cost by task. A detailed Task level breakdown of cost is provided as **Attachment 3**.

Table 1: Cost by Task

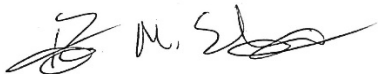
Task Name	Cost
Task 1: Project Management	$14,635.55
Task 2:Storm Drain Public Education Campaign	$13,969.65
Task 3: MCM 3 SOP Update	$20,484.69
Task 4: MCM 4 SOP Update	$23,022.33
Task 5: MCM 6 SOP Development	$10,373.59
Total CAO Compliance Tasks:	**$82,485.81**

WSP proposes to provide these services on a Time and Materials basis and will not exceed the proposed total budget without written approval from the City. We will invoice the City only for those hours served on the project. The project will be invoiced monthly basis. WSP's current hourly rates provided to the City of Kissimmee under the Architectural/Engineering Services Master Agreement executed on February 2, 2024 are attached.

We look forward working with the City of Kissimmee on the CAO response letter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WSP USA Environment & Infrastructure Inc.



Robert Sheridan
Project Mananger
Water Quality

Christine Mehle, PE, CFM, ENV SP
Vice President, Florida Water Lead

RS/CM/spp

Attachments:

- CAO Response Letter, dated December 24, 2025
- WSP & City CAO Submittal Schedule
- Detailed Cost/Budget Breakdown
- Architectural /Engineering Services rates, dated February 2, 2024

BUDGET DETAIL

Scope / Task	BMP Title	Project Manager $181.96	Principle $329.97	Environmental Scientist $181.60	GIS Analyst/ Specialist $146.31	Senior Environmental Scientist $238.14	VDI-Gr.Artist $145.07	VDI-Lead $216.45	Junior Environmental Scientist $124.52	Environmental Scientist $181.60	Project Accounting $94.54	Administrative Assistant $89.35	TOTALS
1	*Task 1: Project Mgmt*												
1	*TASK SUBTOTAL HOURS*	*29.8502*	*3*	*10*	*16*				*6*		*18*	*18*	100.8502
	TASK SUBTOTAL COST	*$5,431.54*	*$989.91*	*$1,816.00*	*$2,340.96*	*$0.00*	*$0.00*	*$0.00*	*$747.12*	*$0.00*	*$1,701.72*	*$1,608.30*	$14,635.55
2	BMP 1a-06 Storm Drain Public Ed. Campaign												
2	*TASK 2 SUBTOTAL HOURS*			*23*	*59*	*0*	*8*						*90*
	TASK 2 SUBTOTAL COST			*$4,176.80*	*$8,632.29*	*$0.00*	*$1,160.56*						$13,969.65
3	*Task 3: MCM 3*												
	SOP Update (BMPs 3c-01, 3d-01, & 3d-04)												
3	*TASK SUBTOTAL HOURS*			*25*	*89*	*6*			*12*				132
	TASK SUBTOTAL COST			*$4,540.00*	*$13,021.59*	*$1,428.84*			*$1,494.24*				$20,484.69
4	*Task 4: MCM 4*												
	SOP Update (BMPs 4a-c, 4d-01, 4e-01, 4e-02, 4f-01, & 4f-02)												
	TASK SUBTOTAL HOURS			*33*	*105*	*7*							145
	TASK SUBTOTAL COST			*$5,992.80*	*$15,362.55*	*$1,666.98*							$23,022.33
5	*Task 5: MCM 6*												
	SOPs *(CAO required SOPs only)*												
5	*TASK SUBTOTAL HOURS*		*8*	*16*	*33*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	57
	TASK SUBTOTAL COST		*$2,639.76*	*$2,905.60*	*$4,828.23*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	$10,373.59
	CAO RESPONSE TASKS TOTALS	*30*	*11*	*107*	*302*	*13*	*8*	*0*	*18*	*0*	*18*	*18*	525
		$5,431.54	*$ 3,629.67*	*$ 19,431.20*	*$ 44,185.62*	*$ 3,095.82*	*$ 1,160.56*	*$ -*	*$ 2,241.36*	*$ -*	*$ 1,701.72*	*$ 1,608.30*	$82,485.81

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "CITY",) and **WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.,** 301 E Pine St, Suite 1020, Orlando, Florida 32801, whose Federal Identification Number is: 91-1641772 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the "RFQ"), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the "Parties") hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a "Project" and collectively, the "Projects") throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO"), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution.

When the CONSULTANT and the CITY enter into a CSA or CPO where the term thereof expires on a date that is later than the date of this Agreement, the CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTs and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to

explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

4.1 **The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.** The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY'ssite for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate

and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 **Contract Administration Services**

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.

6.1.5 The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

6.1.8 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

6.1.9 The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters

relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in

accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such

reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional

drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S inspection shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits,

receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

8.4.1 Programming
8.4.2 Land Survey Services
8.4.3 Geotechnical Services
8.4.4 Space Schematics/Flow Diagrams
8.4.5 Existing Facilities Surveys
8.4.6 Economic Feasibility Studies
8.4.7 Site Analysis
8.4.8 Environmental Studies and Reports
8.4.9 User-Supplied Data
8.4.10 Schedule Development and Monitoring
8.4.11 Civil Design
8.4.12 Landscape Design
8.4.13 Interior Design
8.4.14 Value Analysis
8.4.15 Cost Estimating
8.4.16 On-Site Project Representation
8.4.17 Construction Management
8.4.18 Start-up Assistance
8.4.19 Record Drawings
8.4.20 Post-Contract Evaluation
8.4.21 Tenant-Related Services
8.4.22 Underground Field Drainage

9.0 **Compensation**

9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.

9.2. In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Kissimmee
Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.

9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.

9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in

the design process.

9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 Project Team

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 Consultant's Standard of Care

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the

CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 General Provisions

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:
Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:
Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. $2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. $1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist

during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a "subcontractor"), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY's Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the

CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those

stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:	**City of Kissimmee** Public Works & Engineering Department Facilities Management Division 101 Church Street Kissimmee, FL 34741 Attn: Purchasing Director
As to Consultant:	**WSP USA ENVIRONMENT & INFRASTRUCTURE INC.** 301 E Pine St, Suite 1020, Orlando, Florida 32801 Attn: Lance Lumbard

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City:	City Attorney City of Kissimmee 101 Church Street Kissimmee, Florida 34741
As to Consultant:	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Christine Mehle, PE, CFM, ENV SP
Vice President, Florida Water Lead

Name: Lance Lumbard, MS,MBA, CLP
Assistant Vice President / Water
Quality Management Lead

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that liquidated damages, in lieu of actual damages and in the amount stated in the applicable CSA or CPO, will be assessed against the CONSULTANT, as the CITY's remedy and not as a penalty, for CONSULTANT'S failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in the proportion to CONSULTANT'S fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT'S reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the CITY would or may incur as a consequence of the CONSULTANT's failure described above.

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

44.1 CONSULTANT acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT shall 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 contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed,

specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet

official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above

and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK

By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Approved by Commission: 02/20/2024

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's OfficeDate

CONSULTANT

Attest:

Corporate Secretary

By: Mark C. Diblin
Florida District Lead - Earth & Environment
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of December, 2023, by means of ☐ physical presence or ☒ online notarization, by Mark Diblin as Senior Vice President for (WSP USA Environment & Infrastructure Inc) , a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

Notary: Maggie Proenza-Kanakis
Print Name: Maggie Proenza-Kanakis
My Commission Expires: 03/20/2027

EXHIBIT "A"

HOURLY RATE SCHEDULE

WSP USA Environment & Infrastructure Inc.
City of Kissimmee a Municipal Corporation of the State of Flo
RFQ2023-006 Architect/Engineering Services Master Agreeme
Rate Schedule

Labor Category	**Burdened Rate**
Principal	**$329.97**
Senior Project Manager	**$262.45**
Project Manager	**$181.96**
Senior Architect	**$230.58**
Architect	**$169.22**
Junior Architect	**$138.92**
Senior Landscape Architect	**$249.43**
Landscape Architect	**$188.94**
Junior Landscape Architect	**$113.58**
Principal Civil Engineer	**$312.33**
Senior Civil Engineer	**$249.87**
Civil Engineer	**$201.13**
Junior Civil Engineer	**$131.41**
Principal Environmental Engineer/Scientist	**$294.69**
Senior Environmental Engineer/Scientist	**$238.14**
Environmental Engineer/Scientist	**$181.60**
Junior Environmental Engineer/Scientist	**$124.52**
Senior Electrical Engineer	**$255.65**
Electrical Engineer	**$199.80**
Junior Electrical Engineer	**$133.25**
Senior Geotechnical Engineer	**$248.78**
Geotechnical Engineer	**$201.13**
Junior Geotechnical Engineer	**$129.31**
Senior Mechanical Engineer	**$250.39**
Mechanical Engineer	**$192.68**
Junior Mechanical Engineer	**$136.25**
Senior Structural Engineer	**$250.52**
Structural Engineer	**$192.09**
Junior Structural Engineer	**$141.48**
Senior Fire Protection Engineer	**$306.72**
Fire Protection Engineer	**$193.73**
Junior Fire Protection Engineer	**$136.52**
Senior Designer	**$218.07**
Designer	**$145.07**
Senior GIS Analyst/Specialist	**$216.45**
GIS Analyst/Specialist	**$146.31**
Junior GIS Analyst/Specialist	**$110.42**
Senior CAD Operator	**$181.82**
CAD Operator	**$106.46**
Senior Technician	**$148.23**
Technician	**$107.91**
Junior Technician	**$82.43**
Senior Construction Manager	**$208.92**
Construction Manager	**$161.15**
Senior Construction Inspection Technician	**$169.30**
Construction Inspection Technician	**$143.28**
Junior Construction Inspection Technician	**$96.27**
Surveyor	**$198.89**
Party Chief	**$100.91**
Survey Technician	**$73.57**
Cost Estimator	**$199.02**
Senior Scheduler/Project Controls	**$228.70**
Scheduler/Project Controls	**$151.87**
Procurement/Subcontract Administration	**$151.89**
Project Accounting	**$94.54**
Administrative Assistant	**$89.35**

*** Burdened rates are effective for 1-year from date of award and subject to an escalation factor for each year thereafter.**

EXHIBIT "B"

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT's responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit "B", those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including**:**

1.1.1. Project Decision Structure
1.1.2. Project Directory
1.1.3. Consultation
1.1.4. Research
1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of**:**

1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT's Consultants.

1.3. Agency Consulting/Review/Approval services, including**:**

1.3.1. Agency consultants
  1.3.1.1. City agencies
  1.3.1.2. Regional agencies
  1.3.1.3. State agencies
1.3.2. Research of critical applicable regulations.
1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

1.6.1. City of Kissimmee Commission
1.6.2. Executive Task Force
1.6.3. User group(s)
1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Macro Level Space Requirements Analysis
2.1.2. Macro Level Adjacency Requirements
2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following**:**

2.2.1. Land Utilization
2.2.2. Building locations
2.2.3. Utility Systems
2.2.4. Surface and subsurface conditions (By Owner)
2.2.5. Vegetation (By Owner)
2.2.6. Survey (By Owner)
2.2.7. Land Use Restrictions
2.2.8. Historical analysis
2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis
3.1.2. Interior Development Guidelines
3.1.3. Space Standards

3.1.4. Preliminary Program Space Estimates
3.1.5. Space and Equipment Program
3.1.6. Special Building System Requirements
3.1.7. Micro-Adjacency Requirements
3.1.8. Prepare Final Draft Program
3.1.9. Prepare Final Program Report

4. MASTER PLANNING

4.1 Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:

4.1.1 Existing facility renovation recommendations
4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
5.1.1.1. Conceptual Planning/Massing Options
5.1.1.2. Final Conceptual Site and Building Plans
5.1.1.3. Preliminary Sections and Elevations
5.1.1.4. Preliminary Selection of Building Systems and Materials
5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
5.1.1.6. Perspective sketch – eye level
5.1.1.7. Study model

5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
5.1.2.1. Plans, sections and elevations
5.1.2.2. Typical construction details
5.1.2.3. Three-dimensional sketch
5.1.2.4. Study model
5.1.2.5. Final materials selection
5.1.2.6. Equipment layouts

5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
5.2.1.1. A structural system
5.2.1.2. Alternate structural systems, if required

5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
5.2.2.1. Basic structural system and dimensions
5.2.2.2. Final structural design criteria
5.2.2.3. Foundation design criteria
5.2.2.4. Preliminary sizing of major structural components
5.2.2.5. Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
5.3.1.1. Energy source(s)
5.3.1.2. Energy conservation and controls system concepts
5.3.1.3.Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
5.3.1.4.Air conditioning (systems selections and conceptual sizing and configuration analysis.)
5.3.1.5. Plumbing
5.3.1.6. Fire protection
5.3.1.7. General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
5.3.2.1. Approximate equipment sizes and capacities

5.3.2.2. Preliminary equipment layouts
5.3.2.3. Required space for equipment
5.3.2.4. Required chases and clearances
5.3.2.5. Acoustical and vibration control
5.3.2.6. Visual impacts
5.3.2.7. Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
5.4.1.1. Power service and distribution
5.4.1.2. Lighting
5.4.1.3. Communication and data outlet location systems
5.4.1.4. Fire detection and alarms
5.4.1.5. General space requirements
5.4.1.6. Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
5.4.2.1. Criteria for lighting, electrical and communications systems
5.4.2.2. Approximate sizes and capacities of major components
5.4.2.3. Preliminary equipment layouts
5.4.2.4. Required space for equipment
5.4.2.5. Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
5.5.1.1. On-site utility systems
5.5.1.2. Fire protection systems
5.5.1.3. Drainage systems

5.5.1.4. Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.

5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.

5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of

outline Specifications or materials lists to establish final scope and preliminary details relative to:

5.7.2.1. Interior construction of the Project
5.7.2.2. Special interior design features
5.7.2.3.Space planning
5.7.2.4. Materials, finishes and colors
5.7.2.5. Furniture and equipment layouts

5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:
5.8.1.1.Consider design approaches; determine elements needed for identity, information and wayfinding.
5.8.1.2. Begin development of sign prototypes.
5.8.1.3. Develop preliminary location plans.
5.8.2. Construction document preparation.
5.8.3. Construction observation and submittal review.
5.8.4. Interior sign types to include:
5.8.4.1. Primary room ID (changeable name inserts in some locations).
5.8.4.2. Restroom ID.
5.8.4.3. Stairway ID and stairway level ID.
5.8.4.4. Building Code required ID.
5.8.4.5. Fire exit plan.
5.8.4.6. Building directories.
5.8.5. Exterior sign types include:
5.8.5.1. Main entrance identification.
5.8.5.2. Vehicular directional.
5.8.5.3. Regulatory / Warning identification.
5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.
5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:
5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.

5.9.2. During the Design Development phase consisting of activities by in-house personnel in:

5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.

5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducibles will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings,

Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. Bidding/Negotiation services consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. Submittal Services consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. Observation services consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
7.6.2. Evaluation of Applications for Payment and certification thereof.
7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.2. Recommendation of the amounts to be withheld until final completion.
7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
7.8.4. Issuance of Certificate(s) of Substantial Completion.
7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
7.8.8. Issuance of final Certificate(s) for Payment.
7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

9.1.1. Environmental assessment of site, if necessary.
9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
9.1.3. Printing of all Contract Documents issued for bidding and construction.
9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. **Mock-Up Services** relating to any space for study during the design phases and consisting of:

9.2.1. Design and documentation for the required mock-up.
9.2.2. Construction administration of mock-up construction activities.
9.2.3. Arrangements for testing performance of mock-up.
9.2.4. Review, analysis and reporting of results.

9.3. **Prepare an Inventory** of existing furniture and equipment that will be placed in the new facilities.

9.4. **Value Engineering –** Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. **Commissioning –** The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. **Structural Blast Resistance -** Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring,

operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations
9.7.6.2. Parking Area Equipment (cameras, card access control)
9.7.6.3. Wireless Duress
9.7.6.4. Hydraulic Barriers
9.7.6.5. Biometrics
9.7.6.6. Perimeter protection systems
9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost

A.	Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet	
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet	
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet	
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet	
9 ½ x 24 Single Side Only	$ 1.00/page		
17 x 22 Single Side Only	$ 2.00/page		
18 x 24 Single Side Only	$ 2.00/page		
24 x 36 Single Side Only	$ 3.00/page		
30 x 30 Single Side Only	$ 5.00/page		
32 x 34 Single Side Only	$ 5.00/page		
Other sizes-per square inch	$ 0.03/page		
Compact Digital Disk	$ 6.00/disk		
B. Blueprint Copy		$10.00/page	

2. Subcontractor Services — Actual Costs

3. Special Consultants — Actual costs

4. Telecommunications
   - A. Local — Non-reimbursable
   - B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPRATION OF THE STATE OF FLORIDA (CITY), WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Attest:

Corporate Secretary

CONSULTANT

By: Mark C. DeBlois

Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of December, 2023, by means of ☐ physical presence or ☒ online notarization, by Mark Diblin as Senior Vice President for WSP USA Environment & Infrastructure Inc, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

Notary: Maggie Proenza-Kanakis

Print Name: Maggie Proenza-Kanakis

My Commission Expires: 03/20/2027

ITEM 7.D
3-Year HOME Program Consortia Renewal (FYs 2027, 2028, and 2029)

Request

Requesting approval for the Mayor to execute the 3-Year HOME Program Consortia Renewal (Grants #HOME26, #HOME27 and #HOME28).

Explanation

The City of Kissimmee currently receives HOME funding through the HOME Consortia. The HOME Program Consortia is up for renewal for Fiscal Years 2027, 2028, and 2029. As the lead entity, Osceola County is required to notify consortium members, such as the City, of their right to elect to participate or not participate in the next qualification period. The City desires to continue.

Because the City elects to continue its participation in the HOME Consortia, the HOME Consortia Agreement is required. Continued participation will allow the City to remain eligible to receive HOME funding for affordable housing activities during the next qualification period.

Recommendation

Approval for the Mayor to execute the 3-Year HOME Program Consortia Renewal.

REQUESTED CITY COMMISSION ACTION:

Execute
Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) City of Kissimmee Interlocal Agreement

INTERLOCAL AGREEMENT OF COOPERATION
BETWEEN OSCEOLA COUNTY
AND
THE CITY OF KISSIMMEE, FLORIDA
RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
EMERGENCY SOLUTIONS GRANT,
AND THE
HOME INVESTMENT PARTNERSHIP PROGRAM

This Agreement is made between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida, 34741, and its successors and assigns, hereinafter called the "COUNTY", and the CITY OF KISSIMMEE, a municipal corporation pursuant to the laws of the State of Florida, and its successors and assigns, 101 Church Street, Kissimmee, Florida, 34741, hereinafter called the "CITY."

WHEREAS, Florida Statutes, Chapter 163, known as the "Florida Interlocal Corporation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and, thereby, provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into interlocal agreements of cooperation with certain units of local government to undertake or assist in undertaking essential activities pursuant to the Community Development Block Program (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnership Program (HOME) allocations, at such time as the COUNTY becomes eligible to receive ESG and HOME allocations; and

WHEREAS, before the end of each three-year term, the COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right not to participate in the urban county for a successive three-year term with a copy of the notification sent to the HUD Jacksonville Field Office.

WHEREAS, it is the desire of the parties that the COUNTY undertake activities necessary to plan and carry out or assist in carrying out the ESG Program and HOME Program for the benefit of residents of Osceola County.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereby agree, stipulate and covenant as follows:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The COUNTY and CITY hereby agree that the parameters of this Agreement cover both the ESG Program and the HOME Program.

Section 3. The CITY hereby authorizes the COUNTY to submit for and receive ESG and HOME allocations from the United States Department of Housing and Urban Development (HUD), which includes the CITY's population for the purposes of calculating and receiving ESG and HOME allocations directly to the COUNTY.

Section 4. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the ESG Program and HOME Program.

Section 5. By executing this AGREEMENT, the CITY hereby acknowledges that:

a) It may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's ESG and HOME Programs; and

b) It may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the CITY cannot form a HOME consortium with other local governments; and

c) It may receive a formula allocation under the ESG Program only through the urban county.

Section 6. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b), it is subject to the same requirements that are applicable to sub recipients, including the requirement of this written Agreement, as more particularly set forth in 24 CFR 570.503.

Section 7. The COUNTY and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning ESG and HOME projects which either directly or indirectly affect the CITY, through public hearing requirements as part of the consolidated planning process.

Section 8. The COUNTY and the CITY shall cooperate in the implementation of the approved consolidated plan during the period of the Agreement for which the COUNTY qualifies as an urban county, and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting ESG and HOME activities, where applicable, and filing the consolidated plan and annual action plans with HUD.

No party to the agreement may obstruct the implementation of the Urban County's HUD approved Consolidated Plan during the period issued by the department, either by veto or other restriction.

Section 9. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of ESG or HOME, if applicable, funds received by the CITY, and that such program income must be paid to the COUNTY. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all ESG and HOME where applicable requirements apply.

Section 10. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY, as set forth in 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive ESG, and HOME where applicable, funds as an entitlement community, any program income on hand or received related to the COUNTY's services on behalf of the CITY and subsequent to the close out or change in status shall be paid to the COUNTY.

Section 11. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, CITY shall not sell, trade or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives ESG or HOME funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 12. The parties do hereby mutually commit to take all actions necessary to assure compliance activities in or in support of any cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and 5.105(a). Both parties will comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. Both parties will comply with other applicable laws. This agreement prohibits urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within Osceola County or that impedes the county's actions to comply with the county's fair housing certification.

Section 13. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statues, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the Agreement.

Section 14. The term of this Agreement shall extend from the date of execution through September 30, 2030; however, the terms of this Agreement will remain in effect until the ESG or HOME where applicable, funds and program income received, with respect to the three year qualification period, Federal Fiscal Years 2027, 2028, and 2029 and any successive qualification periods under this agreement are fully expended and the funded activities are complete. This agreement will automatically renew for a one three-year successive qualification period unless the COUNTY or CITY provides written notice it elects not to participate in a new qualification period. The COUNTY by a date specified in HUD's urban county qualification notice for the next qualification period, the COUNTY will notify the CITY by letter of its right not to participate. The COUNTY and the CITY may not terminate or withdraw from the Agreement during the three-year qualification period covered by the Agreement.

Section 15. Both the COUNTY and CITY will adopt any amendment to this agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for a subsequent three-year urban county qualification period.

Section 16. The COUNTY and CITY agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.

Section 17. By signing this Agreement, the CITY hereby verifies that it has adopted and is currently enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and a policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Section 18. Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

COUNTY	CITY
County Manager	City Manager
Osceola County Board of County Commissioners	City of Kissimmee
1 Courthouse Square, Suite 4700	101 Church Street
Kissimmee, Florida 34741	Kissimmee, Florida 34741

Section 19. Applicable Law/Venue/Remedies/Waiver of Jury Trial.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Ninth Judicial Circuit in and for Osceola County, Florida, as to State actions, and the United States District Court for the Middle District of Florida's to Federal actions.

(c) In the event of a dispute between any of the parties hereto regarding the subject matter of this Agreement, they each agree to submit same to non-binding mediation, and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney and consultant fees and costs incurred in connection with any such mediation, and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. Each party shall be responsible for its own attorney fees and costs in the event of such dispute.

(d) By their execution hereof, each party hereby knowingly, voluntarily and intentionally agrees to waive its right to jury trial in connection with any dispute arising from this Agreement.

Section 20. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law or in equity.

Section 21. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal party in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or construction of meaning of this Agreement.

Section 22. If any provision of this Agreement, or its application to any person, entity or circumstance is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entitles or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 23. The COUNTY and CITY has or will adopt and enforce a policy prohibiting the use of excessive forces by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy enforcing applicable state and local laws against physically baring entrance to or exit from a facility or location which is subject to such non-violent civil rights demonstrations within Osceola County

Section 24. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties, in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 25. This Agreement shall take effect on the date that this Agreement is fully executed by the CITY or the COUNTY, whichever is later.

Section 26. In compliance with 24 CFR 570.503(6) and 2 CFR 200.339, should the CITY fail to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the CITY.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or the COUNTY may recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Section 27. Upon expiration of this Agreement, CITY shall transfer to the COUNTY any HOME or ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME or ESG funds. CITY shall also ensure that any real property under CITY's control that was acquired or improved in whole or in part with HOME or ESG funds in excess of $25,000 is either:

(i) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Section 27(i) of this Agreement, then CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HOME or ESG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY. (No payment is required after the period of time specified in Section 27(i).)

Section 28**.** Foreign Country of Concern**.**

Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the RECIPIENT certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the RECIPIENT; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

The RECIPIENT understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

Section 29. Forced Labor or Human Trafficking

Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the RECIPIENT certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

The RECIPIENT understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the CITY and the COUNTY do hereby authorize and have executed this Agreement as of the dates written.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

By_____
Chair/Vice-Chair

ATTEST:

_____
Clerk/Deputy Clerk
Date: _____

CITY COMMISSION
CITY OF KISSIMMEE

By _____
Mayor

ATTEST:

_____
City Clerk
Date: _____

Counsel for the COUNTY and CITY does hereby state that the terms and provisions of this Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the COUNTY and CITY to undertake or assist in undertaking essential community development and housing assistance activities; specifically urban renewal and publicly-assisted housing.

_____
County Attorney

_____
City Attorney

ITEM 7.E
Approval of an Election Administration Policy

Request

Approval of a policy that would establish guidelines and procedures to ensure proper administration of municipal election, candidate qualifications, and the collection and deposit of elections assessments.

Explanation

Pursuant to a recent amendment to the agreement with the Osceola County Supervisor of Elections Office and updates to the city's qualifying procedures, the adoption of an Elections Administration Policy is necessary to formally establish the administrative responsibilities, procedures, and processes governing the conduct of municipal elections, including the assessment and collection of qualifying-related election fees.

Recommendation

Commission approval of the proposed Election Administration Policy

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Manager
Presenter:

Attachment(s):
1. 5.28.2026 Election Administration Policy

ELECTION ADMINISTRATION

Effective Date: DRAFT/NEW Revised:

XXX.1 POLICY STATEMENT

To provide guidelines and procedures to ensure proper administration of municipal elections, candidate qualifications, and the collection and deposit of election assessments.

XXX.2 RESPONSIBILITIES

The City Clerk shall be responsible for the administration and coordination of all official municipal election activities not statutorily or contractually overseen by the Osceola County Supervisor of Elections Office. This includes, but is not limited to, issuing all required public notices of election in accordance with applicable law and city code and ensuring timely publication of election-related information to the public. The City Clerk or their designee shall attend election night canvassing as the City's representative and request certification of the official results by the Osceola County Canvassing Board.

The Finance Department shall be responsible for the receipt and deposit of all election assessments and for issuing the final remittance payment to the City Clerk's Office for submission to the Florida Elections Commission.

The City Attorney or their designee shall be responsible for reviewing all candidate qualifying materials for legal sufficiency and compliance with applicable law.

XXX.3 CANDIDATE ELECTION PACKETS

Each election year the City Clerk or their designee shall prepare a Candidate Election Packet for the election cycle outlining qualification requirements, deadlines, and forms. The packet shall be made available and distributed to prospective candidates no later than May 15 of each election year. The City Clerk shall also coordinate updates to the City's official elections webpage to ensure consistent and accessible public information.

XXX.4 CANDIDATE NAMES AND NICKNAMES

The city shall follow the requirements of §99.021 and §99.0215, Florida Statutes regarding the use of candidate nicknames. The City shall permit the use of a nickname only where such nickname constitutes a bona fide name by which the candidate is commonly known in the community or under which the candidate regularly conducts business. For purposes of this section, a nickname shall be considered "commonly known" if it reflects a name consistently and customarily used by the candidate in social, professional, civic, or business contexts, and not one adopted primarily for purposes of the election.

Candidates requesting the use of a nickname must provide sufficient documentation demonstrating the candidate's consistent and customary use of such name, which may include business records, publications, identification, organizational listings, or other verifiable evidence. The City reserves the authority to reject any nickname that is determined to be misleading, unverifiable, not commonly used, or otherwise not in compliance with applicable laws, rules, and standards.

XXX.5 ELECTION ASSESSMENT (QUALIFYING FEE)

XXX.5.1 FEE ACCEPTANCE

Pursuant to Florida Statute §99.093, each individual seeking to qualify for municipal office shall remit an election assessment equal to one percent (1%) of the annual salary of the office sought unless the candidate asserts they are exempt under Florida Statute §99.093(2) from paying an election assessment. This payment shall be made at the time of qualification and processed in accordance with established City procedures.

The election assessment must be paid by a properly executed check drawn on the candidate's campaign account. Personal checks, cashier's checks, money orders, and cash shall not be accepted. The check shall be made payable to the "City of Kissimmee" in an amount equal to the required fee and must be signed by the campaign treasurer or deputy treasurer designated on the candidate's DS-DE-9 form. Checks signed by a candidate who is not listed as the treasurer or deputy treasurer or checks not drawn on the campaign account on file, will not be accepted.

XXX.5.2 WITHDRAWALS AND REFUNDS

The election assessment shall not be refunded unless the candidate submits a withdrawal request, in writing, prior to the close of the qualifying period. The withdrawal request must include the candidate's signature and must be submitted to the City Clerk's Office at cityclerkemail@kissimmee.gov.

XXX.5.3 PROCESSING AND DEPOSIT

Upon receipt of an election assessment by a candidate, the City Clerk or their designee shall transmit the payment to the Finance Department for processing, who shall provide a receipt to the City Clerk for each assessment submitted. At the close of the qualifying period, any remaining payments shall be promptly delivered to the Finance Department, who shall ensure deposit by the end of the same business day and issue corresponding receipts. The Finance Department shall notify the City Clerk or their designee once all funds have been cleared, but no later than the following Tuesday after the close of the qualifying period.

XXX.5.4 REMITTANCE

Upon confirmation that the election assessment funds have cleared, the City Clerk or their designee shall request issuance of a check from the Finance Department in the total amount of all election assessments collected. The City Clerk or their designee shall remit the payment to the Florida Elections Commission for deposit into the Elections Commission Trust Fund, in accordance with §99.093, Florida Statutes, within thirty (30) days after the close of the qualifying period. A copy of the remittance shall be maintained in the official records of the City Clerk.

XXX.6 QUALIFICATION PERIOD

During the official qualifying period, the City Clerk or their designee shall meet individually with each candidate to receive qualifying documents and materials. Required submissions include, but are not limited to:

a. DS-DE-302NP Candidate Oath (Nonpartisan Office)
b. Form 1 Receipt or Proof of Filing
c. Affidavit of City Residency
d. Affidavit of Candidate Receipt of Qualifying Packet
e. Joint Candidate Affidavit (if applicable)
f. An election assessment

Identification and residency documentation submitted in accordance with State of Florida election laws and City qualification procedures.

DRAFT

XXX.7 CANDIDATE PROCESSING

The City Clerk's Office shall oversee the candidate qualifying process in accordance with applicable laws, the City Charter, and established qualification procedures. The following procedures apply to the processing and qualification of candidates for municipal office:

a. The City Clerk or their designee shall collect all documents required for candidate processing and shall date and time stamp all documents or copies upon receipt. Copies of the submitted materials shall be made available to the candidate.

b. All election assessments collected shall be forwarded to the Finance Department for processing.

c. The qualification folder for each candidate shall be forwarded to the City Attorney for review for compliance and legal sufficiency.

d. Following the close of the qualification period (typically a Friday at 12:00 p.m.), the City Clerk shall conduct a Lottery pursuant to Article III, Chapter 1, Section 6, of the City Charter to determine the order in which candidates' names will appear on the ballot.

e. After completion of the Lottery, the City Clerk or their designee shall prepare the necessary agenda item(s) requesting City Commission approval of the qualified candidates and adoption of the ballot order resolution.

f. Upon approval by the City Commission, the City Clerk or their designee shall transmit the final Ballot Resolution to the Osceola County Supervisor of Elections.

g. Within thirty (30) days of the close of the qualification period, the City Clerk or their designee shall remit payment to the Florida Elections Commission for all election assessments collected.

XXX.8 CANDIDATE QUALIFICATION AND BALLOT CERTIFICATION

Upon the close of the qualification period, the City Clerk or their designee shall prepare an agenda item for the seats subject to qualification on the agenda of a duly noticed regular or special meeting of the City Commission.

As provided in the City Charter, the City Commission shall be the sole judge of qualifications of its own members and shall review the qualifications of each candidate and take formal action to approve or deny such qualifications based upon the materials submitted and applicable laws and procedures. Candidates whose qualifications have been approved by the City Commission shall be certified by resolution for placement on the official ballot. The City Clerk or their designee shall transmit the adopted resolution to the Osceola County Supervisor of Elections Office for processing. Candidates whose qualifications are denied shall not be included on the ballot.

DRAFT

EXECUTIVE SUMMARY OF REVISION

This policy is newly established. It sets forth the procedures for the administration of municipal elections, candidate qualifications, and the collection and deposit of election assessments by the City of Kissimmee.

ADOPTION & SPECIAL CONDITIONS

TBD

DRAFT

ITEM 7.F
Second Extension of Continuing Surveying Services Contracts

Request

Request approval for the second one-year extension of the Continuing Surveying Services contracts with the following firms: DRMP, Inc. (#20230253), Johnston's Surveying, LLC. (#20230254), Hanson Walter & Associates, Inc. (#20230255), and KPM Franklin Surveying, Inc. (#20230256).

Explanation

On May 17, 2022, the City Commission approved the award of Continuing Surveying Services contracts to four qualified firms through a competitive selection process (RFQ). The initial contracts were for three (3) years, with two (2) optional one-year extensions. These contracts support various capital improvement and development projects on an as-needed basis through individual task work orders.

The current contracts are set to expire on May 17, 2026. Staff has reviewed the performance of each selected firm and recommends exercising the second optional one-year extension. If approved, the new contract expiration date will be May 17, 2027.

Recommendation

Approval of the second one-year extension of the Continuing Surveying Services contracts with DRMP, Inc., Johnston's Surveying, LLC., Hanson Walter & Associates, Inc., and KPM Franklin Surveying Inc., with a revised expiration date of May 17, 2027.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Second Extension Agreement with KPM Franklin, Inc.
2. (S) Second Extension Agreement with Johnston Surveying, LLC.
3. (S) Second Extension Agreement with Hanson Walter & Associates, Inc.
4. (S) Second Extension Agreement with DRMP, Inc.

SECOND AND FINAL EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KPM FRANKLIN, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS SECOND AND FINAL EXTENSION of the Agreement for Professional Surveying Services for the City of Kissimmee is made this __2nd__ day of __June__ 2026, *nunc pro tunc* to May 15, 2026 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter known as the "CITY" and **KPM FRANKLIN, INC.**, whose mailing address is 222 Church Street, Kissimmee, Florida 34741, hereinafter known as "SURVEYOR". The SURVEYOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised a Request for Proposals "RFP 2022-003" for professional surveying services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and KPM Franklin, Inc., on April 15, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) additional one (1) year renewal periods; and

WHEREAS, the Parties entered into a First Extension to the Agreement on May 6, 2025, extending the Original Agreement for the first one (1) year renewal term; and

WHEREAS, the term of the First Extension to the Agreement is set to expire, and the CITY determined the services and performance of SURVEYOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and SURVEYOR now mutually desire to extend the Original Agreement for the second and last one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second and Final Extension, the CITY and SURVEYOR agree to the terms and conditions of the Original Agreement dated April 15, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and SURVEYOR agree to exercise the second and final one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second and Final Extension of the Agreement between **CITY** and **KPM FRANKLIN, INC.** is May 17, 2026.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

KPM FRANKLIN, INC.
(SURVEYOR)

By: John Pulice

Title: VP

Date: 5/11/2026

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 11 day of MAY, 2026, by means of ☒ physical presence or ☐ online notarization by John Pulice as Vice President for KPM Franklin, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
John J Carver III
My Commission HH 512326
Expires 4/25/2028

Notary: [signature]
Print Name: JOHN J CARVER III
My Commission Expires: 4/25/2028

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Kalanit Oded, City Attorney

EXHIBIT “A”

FIRST EXTENSION & ORIGINAL AGREEMENT

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KPM FRANKLIN, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this 6th day of May, 2025, by and between KPM FRANKLIN, INC., located at 1012 Emmett St, Suite A, Kissimmee, FL 34741, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the “Parties.”

WHEREAS, the City advertised RFQ 2022-003 titled “Continuing Contract for Surveying Services” and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and KPM Franklin, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the “Original Agreement”), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.

4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

KPM FRANKLIN, INC.

By: John Pulice

Print Name: JOHN PULICE

Title: VICE PRESIDENT

Date: 4/25/2025

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25 day of April, 2025, by means of ☒ physical presence or ☐ online notarization by John Pulice, as Vice President of KPM FRANKLIN, INC., a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: Mariah DeBarros

Print Name: Mariah DeBarros

My Commission Expires: 11/7/25 (Seal)

MARIAH DEBARROS
Notary Public - State of Florida
Commission # HH 196013
My Comm. Expires Nov 7, 2025
Bonded through National Notary Assn.

CITY OF KISSIMMEE:

By: _____

Print Name: Jackie Espinosa

Title: Mayor-Commissioner

Date: May 06, 2025

ATTEST:

By: Tameara Crespo

Print Name: Tameara Crespo

Title: City Clerk

Date: May 07, 2025

Approved as to form and legal sufficiency:

By: Olga Sanchez de Fuentes

Print Name: Olga Sanchez de Fuentes

Title: City Attorney

Date: May 07, 2025

EXHIBIT A

Revised Scope of Work and/or Fee Schedule

There are no changes to the scope of work or fee schedule from the Original Agreement. This First Extension continues under the terms of the original scope and fee schedule.

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KPM FRANKLIN
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **KPM Franklin** whose address is **1012 Emmett St Suite A Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **KPM Franklin** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**

The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been

exercised under Section 8.0 herein.

13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. SURVEYOR shall 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 agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR shall meet all applicable requirements for retaining public records. All 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 systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: JOHN PULICE

Title: VICE PRESIDENT

Date: 4-18-2022

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022, by means of ☑ physical presence or ☐ online notarization, by JOHN PULICE as VICE PRESIDENT for KPMFRANKLIN, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
John J. Carver, III
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG968418
Expires 4/25/2024

Notary:
Print Name: JOHN J. CARVER III
My Commission Expires: 4/25/24

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE

PUBLIC WORKS & ENGINEERING WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

1012 Emmett St., Suite A
Kissimmee, FL 34741
(407) 846-1216
www.kpmfranklin.com

Exhibit B - Professional Services Fee Schedule

Administrative / Office Support	
Administrative Support I	$50.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Administrative Support V	$100.00
Engineering	
Engineering Technician I	$50.00
Engineering Technician II	$60.00
Engineering Technician III	$75.00
Engineering Technician IV	$90.00
Engineering Technician V	$100.00
Engineering Technician VI	$120.00
Engineering Technician VII	$135.00
Engineering Technician VIII	$150.00
Engineer I	$95.00
Engineer II	$105.00
Engineer III	$120.00
Engineer IV	$130.00
Engineer V	$150.00
Engineer VI	$160.00
Engineer VII	$175.00
Engineer VIII	$190.00
Engineer IX	$210.00
Engineer X	$225.00
Planning and Landscape Architecture	
Landscape Designer	$100.00
Landscape Architect	$135.00
Senior Landscape Architect	$160.00

Survey	
Surveying Technician I	$50.00
Surveying Technician II	$65.00
Surveying Technician III	$80.00
Surveying Technician IV	$100.00
Surveying Technician V	$115.00
Surveying Technician VI	$125.00
Surveyor I	$95.00
Surveyor II	$105.00
Surveyor III	$115.00
Surveyor IV	$135.00
Surveyor V	$155.00
Surveyor VI	$165.00
1-Man Survey Crew	$110.00
2-Man Survey Crew	$145.00
3-Man Survey Crew	$185.00
4-Man Survey Crew	$230.00
UAV Photometric	$175.00
UAV Lidar	$215.00
Management	
Project Manager I	$110.00
Project Manager II	$130.00
Project Manager III	$160.00
Project Manager IV	$200.00
Department Manager	$225.00
Division Manager	$255.00
Principal	$275.00
Expert Witness	
Expert Witness Testimony	$250.00

Identifiable out of pocket expense and other reimbursables will be billed at cost, without a markup.

Effective January 1, 2021, subject to review and revisions

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

"Jay" John Pulice, PSM
Principal, VP, Director of Survey Operations
KPMFranklin
1012 Emmett St, Suite A | Kissimmee, Florida 34741
Office 407-846-1216 Ext: 1012 | Direct 407-554-4049
Cell 904-753-3883 | jpulice@kpmfranklin.com
www.kpmfranklin.com

Mitchel Hill, PSM
Project Manager, **KPM**Franklin
1012 Emmett St., Suite A | Kissimmee, Florida 34741
Office (407) 410-8624 Ext: 1027 | Direct (765) 437-7332
mhill@kpmfranklin.com | www.kpmfranklin.com

John J Carver III
Cad Supervisor / FAA Remote Pilot
KPMFranklin
1012 Emmett St. Suite A | Kissimmee, Florida 34741
Office 407-846-1216 | Ext. 1030 | Direct (407) 343-0293
jcarver@kpmfranklin.com | www.kpmfranklin.com

Robert Johnston, P.S.M.
Project Survey, **KPM**Franklin
1012 Emmett St, Suite "A" | Kissimmee, Florida 34741
Office 407-846-1216 | Cell 407-908-3263
rjohnston@kpmfranklin.com | www.kpmfranklin.com

Daniel R. Holt, P.S.M.
Surveying and Mapping, **KPM**Franklin
6300 Hazeltine National Drive, Suite 118 | Orlando, Florida 32822
Office 407-410-8624 Ext. 2022 | Cell 407-435-0146
danielholt@kpmfranklin.com | www.kpmfranklin.com

SECOND AND FINAL EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND JOHNSTON'S SURVEYING, LLC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS SECOND AND FINAL EXTENSION of the Agreement for Professional Surveying Services for the City of Kissimmee is made this __2nd__ day of __June__ 2026, *nunc pro tunc* to May 15, 2026 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **JOHNSTON'S SURVEYING, LLC.**, whose mailing address is 900 Cross Prairie Parkway, Kissimmee, Florida 34744, hereinafter known as "SURVEYOR". The SURVEYOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised a Request for Proposals "RFP 2022-003" for professional surveying services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Johnston's Surveying, Inc., on April 15, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) additional one (1) year renewal periods; and

WHEREAS, the Parties entered into a First Extension to the Agreement on May 6, 2025, extending the Original Agreement for the first one (1) year renewal term; and

WHEREAS, the term of the First Extension to the Agreement is set to expire, and the CITY determined the services and performance of SURVEYOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, on April 24, 2026, the CITY was informed by the SURVEYOR that its business name had changed from Johnston's Surveying, Inc. to Johnston's Surveying, LLC; and

WHEREAS, the CITY and SURVEYOR now mutually desire to extend the Original Agreement for the second and last one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second and Final Extension, the CITY and SURVEYOR agree to the terms and conditions of the Original Agreement dated April 15, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and SURVEYOR agree to exercise the second and final one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second and Final Extension of the Agreement between **CITY** and **JOHNSTON'S SURVEYING, LLC.** is May 17, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

JOHNSTON'S SURVEYING, LLC.
(SURVEYOR)

By: _____

Title: RICHARD D. BROWN, PRESIDENT

Date: 05/12/2026

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 12th day of May, 2026, by means of ☒ physical presence or ☐ online notarization by Richard D. Brown as President for Johnston's Surveying, LLC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Aimee Turner
My Commission HH 537582
Expires 6/11/2028

Notary: _____
Print Name: Aimee Turner
My Commission Expires: 6/11/2028

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Kalanit Oded, City Attorney

EXHIBIT “A”

FIRST EXTENSION & ORIGINAL AGREEMENT

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND JOHNSTON'S SURVEYING, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this 6th day of May, 2025, by and between JOHNSTON'S SURVEYING, INC., located at 900 Cross Prairie Parkway, Kissimmee, FL 34744, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the "Parties."

WHEREAS, the City advertised RFQ 2022-003 titled "Continuing Contract for Surveying Services" and received responses through a competitive selection process in accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and Johnston's Surveying, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the "Original Agreement"), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.
4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

JOHNSTON'S SURVEYING, LLC.

By: _____

Print Name: _Richard D. Brown_____

Title: ___President_____

Date: _____4/24/2025_____

STATE OF FLORIDA

COUNTY OF __Osceola_____

The foregoing instrument was acknowledged before me this 24th day of ___April_____, 2025, by means of ☑ physical presence or ☐ online notarization by Richard D. Brown, as President of JOHNSTON'S SURVEYING, LLC., a Florida corporation, who is ☑ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: _____

Print Name: Aimee Turner

My Commission Expires: 06/11/2028 (Seal)

Notary Public State of Florida
Aimee Turner
My Commission HH 537582
Expires 6/11/2028

CITY OF KISSIMMEE:

By: _____

Print Name: Jackie Espinosa

Title: Mayor-Commissioner

Date: May 06, 2025

ATTEST:

By: Tameara Crespo

Print Name: Tameara Crespo

Title: City Clerk

Date: May 07, 2025

Approved as to form and legal sufficiency:

By: Olga Sanchez de Fuentes

Print Name: Olga Sanchez de Fuentes

Title: City Attorney

Date: May 07, 2025

EXHIBIT A

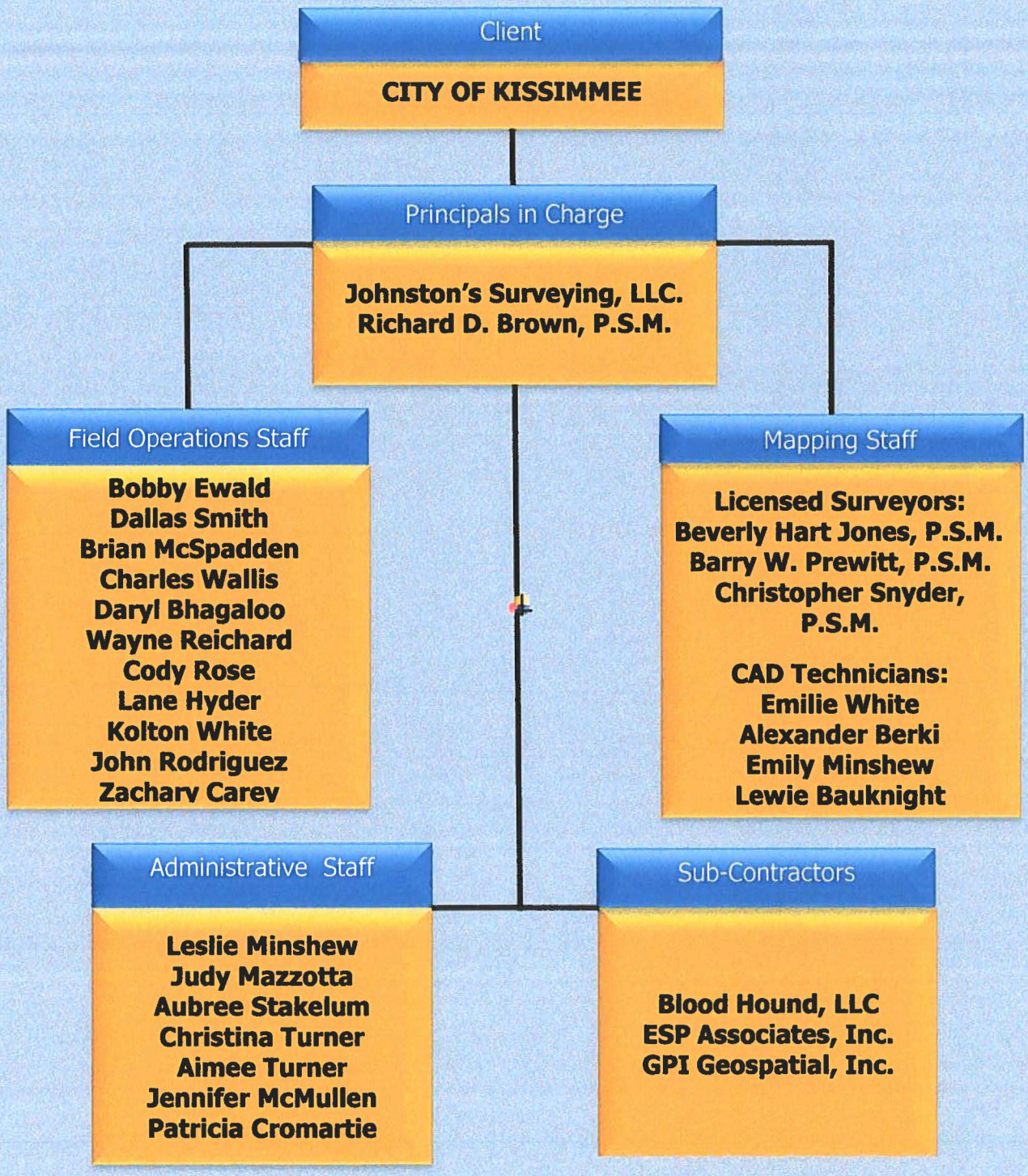
Revised Scope of Work and/or Fee Schedule

The following document is attached hereto and incorporated into this First Extension to reflect updates to the Original Agreement:

Updated Key Personnel List – as provided by Johnston's Surveying, Inc.; replaces Exhibit E of the Original Agreement.

There are no changes to the fee schedule. All other terms, conditions, and scope of services set forth in the Original Agreement remain unchanged.

TEAM ORGANIZATION CHART



The Johnston's Surveying team has over 286 combined years of surveying experience.

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND JOHNSTON'S SURVEYING, INC
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **JOHNSTON'S SURVEYING, INC** whose address is **900 Cross Prairie Pkwy, Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **JOHNSTON'S SURVEYING, INC** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE
The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**
The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**
The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's

Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and

date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

a. If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. SURVEYOR shall 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 agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR shall meet all applicable requirements for retaining public records. All 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 systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of

any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.

d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any

lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: _____
Richard D. Brown

Title: President

Date: 04/26/2022

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by Richard D. Brown as President for Johnston's Surveying, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Leslie A Minshew
My Commission HH 039888
Expires 09/16/2024

Notary: _____
Print Name: Leslie A. Minshew
My Commission Expires: 9/16/2024

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

CITY OF KISSIMMEE
CONTINUING PROFESSIONAL SURVEYING SERVICES
CONTRACT #RFQ 2022-003

APRIL 15, 2022
HOURLY RATE SCHEDULE
"EXHIBIT C"

Staff Classification	Hourly Billing Rate
Principal Surveyor (PSM)	$180 per hour
CADD Surveyor (PSM)	$150 per hour
CADD Surveyor	$130 per hour
Field Crew (3-man)	$200 per hour
Field Crew (2-man)	$160 per hour
Field Crew (1-Man w/truck)	$130 per hour
Field Crew (1-man – GPS)	$110 per hour
Secretarial Services	$ 60 per hour

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

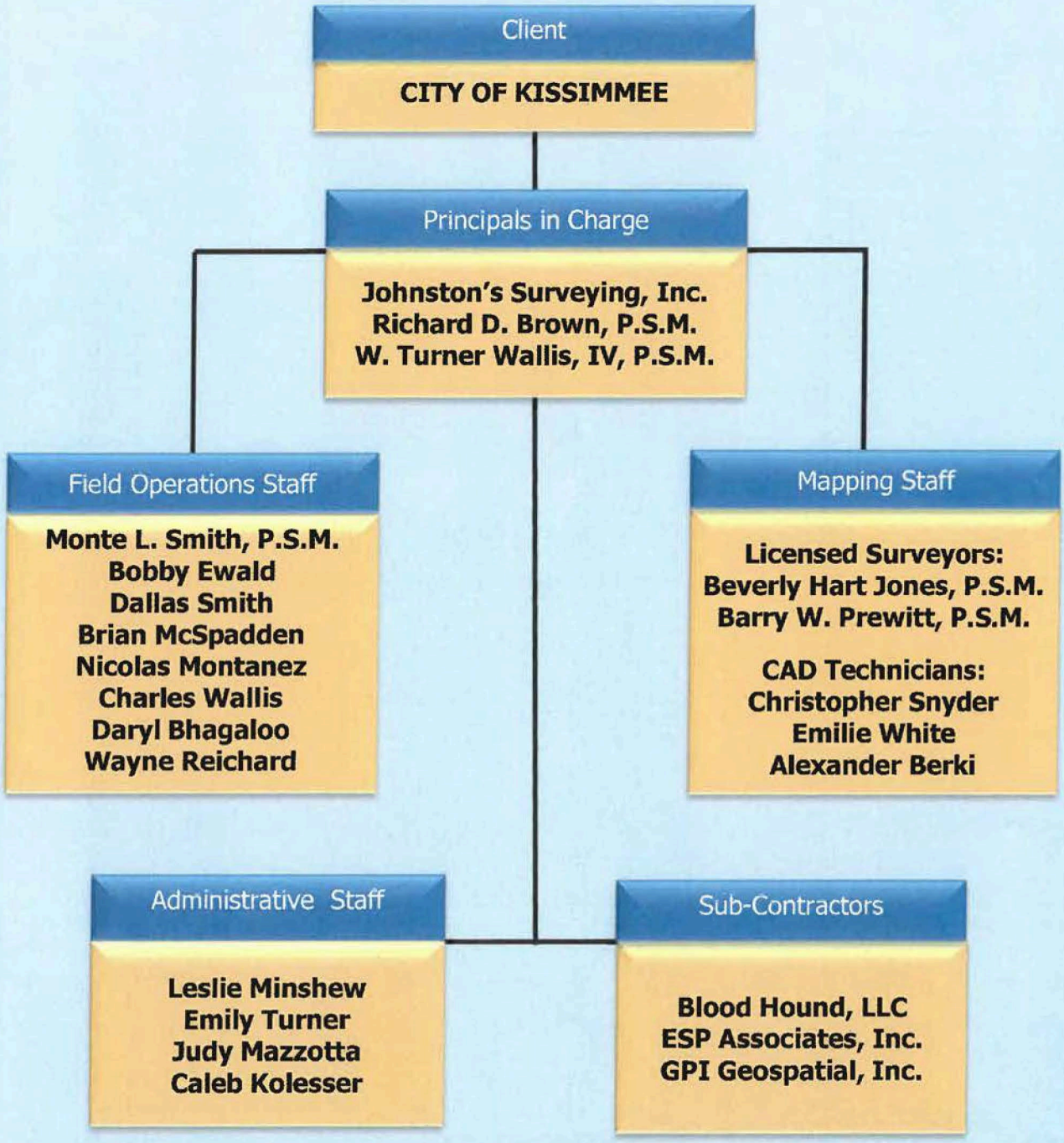
   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT "E"
KEY PERSONNEL

TEAM ORGANIZATION CHART



The Johnston's Surveying team has over 286 combined years of surveying experience.

SECOND AND FINAL EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND HANSON WALTER & ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS SECOND AND FINAL EXTENSION of the Agreement for Professional Surveying Services for the City of Kissimmee is made this __2nd__ day of __June__ 2026, *nunc pro tunc* to May 15, 2026 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **HANSON WALTER & ASSOCIATES, INC.**, whose mailing address is 8 Broadway Avenue, Suite 100, Kissimmee, Florida 34741, hereinafter known as "SURVEYOR". The SURVEYOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised a Request for Proposals "RFP 2022-003" for professional surveying services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Hanson Walter & Associates, Inc., on April 15, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) additional one (1) year renewal periods; and

WHEREAS, the Parties entered into a First Extension to the Agreement on May 6, 2025, extending the Original Agreement for the first one (1) year renewal term; and

WHEREAS, the term of the First Extension to the Agreement is set to expire, and the CITY determined the services and performance of SURVEYOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and SURVEYOR now mutually desire to extend the Original Agreement for the second and last one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this Second and Final Extension, the CITY and SURVEYOR agree to the terms and conditions of the Original Agreement dated April 15, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and SURVEYOR agree to exercise the second and final one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second and Final Extension of the Agreement between **CITY** and **HANSON WALTER & ASSOCIATES, INC.** is May 17, 2026.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

HANSON WALTER & ASSOCIATES, INC.
(SURVEYOR)

By: _____

Title: VP

Date: 5/11/26

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 11th day of May, 2026, by means of ☒ physical presence or ☐ online notarization by John Hughes as V.P. for Hanson Walter & Associates, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

Notary: Melissa A. Wilken
Print Name: Melissa A. Wilken
My Commission Expires: 5/3/27

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Kalanit Oded, City Attorney

EXHIBIT “A”

FIRST EXTENSION & ORIGINAL AGREEMENT

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND HANSON WALTER & ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this 6th day of May, 2025, by and between HANSON WALTER & ASSOCIATES, INC., located at 8 Broadway Avenue, Suite 100, Kissimmee, FL 34741, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the “Parties.”

WHEREAS, the City advertised RFQ 2022-003 titled “Continuing Contract for Surveying Services” and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and Hanson Walter & Associates, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the “Original Agreement”), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.
4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

HANSON WALTER & ASSOCIATES, INC.

By: _____

Print Name: John Hughes

Title: Vice President

Date: 4/23/2025

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 23rd day of April, 2025, by means of ☒ physical presence or ☐ online notarization by John Hughes, as Vice President of HANSON WALTER & ASSOCIATES, INC., a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: Melissa A Wilken

Print Name: Melissa A. Wilken

My Commission Expires: 5/3/2027 (Seal)

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

CITY OF KISSIMMEE:

By: _____

Print Name: Jackie Espinosa

Title: Mayor-Commissioner

Date: May 06, 2025

ATTEST:

By: Tameara Crespo

Print Name: Tameara Crespo

Title: City Clerk

Date: May 07, 2025

Approved as to form and legal sufficiency:

By: Olga Sanchez de Fuentes

Print Name: Olga Sanchez de Fuentes

Title: City Attorney

Date: May 07, 2025

EXHIBIT A

Revised Scope of Work and/or Fee Schedule

The following documents are attached hereto and incorporated into this First Extension to reflect updates to the Original Agreement:

Revised 2025 Fee Schedule – as provided by Hanson Walter & Associates, Inc.; replaces Exhibit C of the Original Agreement and applies to task orders issued under this First Extension.

Updated Key Personnel List – as provided by Hanson Walter & Associates, Inc.; replaces Exhibit E of the Original Agreement.

All other terms, conditions, and scope of services set forth in the Original Agreement remain unchanged.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES- 2025
for
THE CITY OF KISSIMMEE

Professional Surveying Services

Principal Surveyor (PSM)	$200.00 /hour
Associate Surveyor (PSM)	$175.00 /hour
Survey Technician	$ 140.00 /hour
Drafting Technician	$ 125.00 /hour
Field Crew (GPS)	$175.00 /hour
Field Crew (3-man)	$175.00 /hour
Field Crew (2-man)	$175.00 /hour
Field Crew (1-man w/truck)	$175.00 /hour

Clerical/Production/Expenses

Secretarial Services	$ 75.00 /hour
Prints (24" x 36" / 30" x 42" Blueprint or Copy)	$ 2 / $3 /each
Copies (8.5" x 11")	$ 0.25 /each
Copies (8.5" x 14")	$ 0.35 /each
Copies (11" x 17")	$ 1.00 /each
Expert Witness –	2.5 times hourly rate

The hourly rate(s) for other professional services, required by the use of subconsultants, will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants are required to provide the same level of detail in their proposals as described in this contract.

HWA HANSON. WALTER & ASSOCIATES. INC.
PROFESSIONAL ENGINEERING. SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

EXHIBIT E

KEY PERSONAL

John Hughes, P.S.M

Danny Tangonan- Drafter

Robert Cook – Drafter

Cody Grno- Crew Chief

Josh Shontz- Crew Chief

Ryan Catlett – Crew Chief

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE AND HANSON, WALTER & ASSOCIATES, INC FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **Hanson, Walter & Associates, Inc** whose address is **8 Broadway Suite 104, Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **Hanson, Walter & Associates, Inc** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE
The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**
The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**
The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's

Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and

date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. SURVEYOR shall 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 agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR shall meet all applicable requirements for retaining public records. All 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 systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of

any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any

lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: VICE-PRESIDENT

Date: 4-18-22

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 18th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by Randy Hanson as Vice President for Hanson Walter & Associates, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

MELISSA A. WILKEN
Notary Public - State of Florida
Commission # GG 317545
My Comm. Expires May 3, 2023
Bonded through National Notary Assn.

Notary: Melissa A Wilken
Print Name: Melissa A. Wilken
My Commission Expires: 5/3/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES
for
THE CITY OF KISSIMMEE

Professional Surveying Services

Principal Surveyor (PSM)	$150.00 /hour
Associate Surveyor (PSM)	$125.00 /hour
CADD Surveyor (PSM)	$125.00 /hour
Survey Technician	$ 85.00 /hour
Drafting Technician	$ 85.00 /hour
Field Crew (GPS)	$155.00 /hour
Field Crew (3-man)	$155.00 /hour
Field Crew (2-man)	$145.00 /hour
Field Crew (1-man w/truck)	$125.00 /hour

Clerical/Production/Expenses

Secretarial Services	$ 42.00 /hour
Prints (24" x 36" / 30" x 42" Blueprint or Copy)	$ 2 / $3 /each
Copies (8.5" x 11")	$ 0.25 /each
Copies (8.5" x 14")	$ 0.35 /each
Copies (11" x 17")	$ 1.00 /each
Expert Witness –	2.5 times hourly rate

The hourly rate(s) for other professional services, required by the use of subconsultants, will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants are required to provide the same level of detail in their proposals as described in this contract.

HANSON. WALTER & ASSOCIATES. INC.
PROFESSIONAL ENGINEERING. SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E

KEY PERSONNEL

Randy Hanson, PSM

John Hughes, PSM

Danny Tangonan- Drafter

Robert Cook – Drafter

Cody Grno- Crew Chief

Josh Shontz- Crew Chief

Ryan Catlett- Crew Chief

SECOND AND FINAL EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND DRMP, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS SECOND AND FINAL EXTENSION of the Agreement for Professional Surveying Services for the City of Kissimmee is made this __2nd__ day of __June__ 2026, *nunc pro tunc* to May 15, 2026 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter known as the "CITY" and **DRMP, INC.**, whose mailing address is 941 Lake Baldwin Lane, Orlando, Florida 32814, hereinafter known as "SURVEYOR". The SURVEYOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised a Request for Proposals "RFP 2022-003" for professional surveying services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and DRMP, Inc., on April 15, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) additional one (1) year renewal periods; and

WHEREAS, the Parties entered into a First Extension to the Agreement on May 6, 2025, extending the Original Agreement for the first one (1) year renewal term; and

WHEREAS, the term of the First Extension to the Agreement is set to expire, and the CITY determined the services and performance of SURVEYOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and SURVEYOR now mutually desire to extend the Original Agreement for the second and last one (1) year pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second and Final Extension, the CITY and SURVEYOR agree to the terms and conditions of the Original Agreement dated April 15, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and SURVEYOR agree to exercise the second and final one (1) year extension provided under Sub-Section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second and Final Extension of the Agreement between **CITY** and **DRMP, INC.** is May 17, 2026.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

DRMP, INC. (SURVEYOR)

By: Joseph Di Benedetto

Title: Sr. Vice President

Date: 05/11/2026

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 11 day of May, 2026, by means of ☒ physical presence or ☐ online notarization by Joseph Di Benedetto as Sr. Vice President for DRMP, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

BRENDA S. IVESTER
Notary Public - State of Florida
Commission # HH 298065
My Comm. Expires Sep 11, 2026
Bonded through National Notary Assn.

Notary: Brenda S. Ivester
Print Name: Brenda S. Ivester
My Commission Expires: 09/11/2026

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Kalanit Oded, City Attorney

EXHIBIT “A”

FIRST EXTENSION & ORIGINAL AGREEMENT

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND DRMP, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this 6th day of May, 2025, by and between DRMP, INC., located at 941 Lake Baldwin Lane, Orlando, FL 32814, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the “Parties.”

WHEREAS, the City advertised RFQ 2022-003 titled “Continuing Contract for Surveying Services” and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and DRMP, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the “Original Agreement”), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.
4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

DRMP, INC.

By: _____

Print Name: Frank Lopez

Title: Vice President

Date: 4/24/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of APRIL, 2025, by means of ☒ physical presence or ☐ online notarization by FRANK LOPEZ, as VICE PRESIDENT of DRMP, INC., a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: Brenda S. Ivester

Print Name: BRENDA S. IVESTER

My Commission Expires: 9/11/2026 (Seal)

BRENDA S. IVESTER
Notary Public - State of Florida
Commission # HH 298065
My Comm. Expires Sep 11, 2026
Bonded through National Notary Assn.

CITY OF KISSIMMEE:

By: _____

Print Name: Jackie Espinosa

Title: Mayor-Commissioner

Date: May 06, 2025

ATTEST:

By: Tameara Crespo

Print Name: Tameara Crespo

Title: City Clerk

Date: May 07, 2025

Approved as to form and legal sufficiency:

By: Olga Sanchez de Fuentes

Print Name: Olga Sanchez de Fuentes

Title: City Attorney

Date: May 07, 2025

EXHIBIT A

Revised Scope of Work and/or Fee Schedule

The following documents are attached hereto and incorporated into this First Extension to reflect updates to the Original Agreement:

Revised 2025 Fee Schedule – as provided by DRMP, Inc.; replaces Exhibit C of the Original Agreement and applies to task orders issued under this First Extension.

Updated Key Personnel List – as provided by DRMP, Inc.; replaces Exhibit E of the Original Agreement.

All other terms, conditions, and scope of services set forth in the Original Agreement remain unchanged.

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | 1.833.811.3767
www.DRMP.com

April 24, 2025

DRMP Job #:22-0111.0MK

KEY PERSONNEL

Vice President-in-Charge	Joseph De Benedetto, PLS
Project Manager	Frank Lopez, PSM
QA/QC	Tegan Desmond, PSM
Right-of-Way Mapping/Design Survey	Bobby Paulk, PSM
Subsurface Utility Engineering/Design Survey	Gabriel Colon-Rivera, PSM
Aerial/Mobile LIDAR/UAS	Brent Bass, PE, PSM
Geographic Information Systems	Mark Brown, GISP
Title Search	Robin Derr

Subconsultants

1. American Governments Services Corporation, Inc. (Tammy Mehl)
2. On Point Survey, Inc. (Douglas Negron)

DRMP

Administrative	Rate
Administrative I	$100.00
Administrative II	$115.00
Administrative III	$125.00
Administrative IV	$150.00
Administrative V	$215.00
Public Relations I	$130.00
Construction Services – Construction Engineering Inspection	
Construction Engineer	$240.00
Construction Manager	$200.00
Inspector I	$70.00
Inspector II	$85.00
Inspector III	$100.00
Inspector IV	$120.00
Project Administrator I	$150.00
Project Administrator II	$170.00
Specialist I	$115.00
Specialist II	$135.00
Construction Services – Bridge Inspection/NBIS	
NBIS Engineer	$240.00
NBIS Team Leader	$175.00
NBIS Team Member	$95.00
Designer	
Designer I	$120.00
Designer II	$130.00
Designer III	$140.00
Designer IV	$155.00
Designer V	$175.00
Graphic Designer I	$100.00
Graphic Designer II	$130.00
Graphic Designer III	$165.00
Engineering	
Engineer I	$135.00
Engineer II	$150.00
Engineer III	$195.00
Engineer IV	$220.00
Engineer V	$235.00
Engineer VI	$250.00
Engineer VII	$275.00
Engineer VIII	$300.00
Engineer IX	$315.00
Intern I	$90.00

Environmental/Planning	Rate
Ecologist I	$100.00
Ecologist II	$125.00
Ecologist III	$140.00
Ecologist IV	$200.00
Ecologist V	$250.00
Planner I	$85.00
Planner II	$120.00
Planner III	$180.00
Planner IV	$225.00
Planner V	$250.00
Equipment	
Mobile LiDAR System	$4,500/day
Hydrographic ZBoat	$1,500/day
UAS LiDAR System	$2,500/day
Expert Witness Services	
Expert Witness Research	$230.00
Expert Witness Testimony	$345.00
Geographic Information Systems (GIS)	
GIS Analyst I	$90.00
GIS Analyst II	$110.00
GIS Analyst III	$125.00
GIS Project Manager	$145.00
Geomatics/Survey & Mapping	
Survey Crew – 2-Person	$185.00
Survey Crew - 3-Person	$240.00
Survey Crew - 4-Person	$290.00
Survey Manager	$290.00
Survey Technician I	$115.00
Survey Technician II	$125.00
Survey Technician III	$130.00
Survey Analyst	$150.00
Survey Project Manager	$160.00
Surveyor IV	$175.00
Surveyor V	$200.00
Surveyor VI	$240.00
Ground Penetrating Radar (GPR)	
GPR Crew - 2-Person	$195.00
GPR Technician	$130.00

Management	Rate
Discipline Manager I	$290.00
Discipline Manager II	$345.00
Group Manager I	$230.00
Group Manager II	$265.00
Principal I	$380.00
Principal II	$425.00
Project Manager I	$225.00
Project Manager II	$250.00
Project Manager III	$300.00
Project Manager IV	$325.00
Project Manager V	$350.00
Project Manager VI	$375.00
Project Manager VII	$400.00
Subsurface Utility Engineering (SUE)	
Coordinator I	$120.00
Coordinator II	$160.00
SUE Crew – 1-Person	$130.00
SUE Crew – 2-Person	$195.00
SUE Crew – 3-Person	$255.00
SUE Crew – 4-Person	$300.00
SUE Manager I	$190.00
SUE Manager II	$235.00
SUE Technician III	$130.00
Technical Services	
Noise Analyst I	$125.00
Noise Analyst II	$175.00
CADD Technician I	$75.00
CADD Technician II	$90.00
CADD Technician III	$105.00
Technical Writer I	$100.00
Technical Writer II	$130.00
Technical Writer III	$165.00

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND DRMP, Inc
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **DRMP, Inc** whose address is **941 Lake Baldwin Lane Orlando, FL 32814**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **DRMP, Inc** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYCR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**

The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been

exercised under Section 8.0 herein.

13.3 SURVEYOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

a. **If SURVEYOR has questions regarding the application of Chapter 119, Florida Statutes, to SURVEYOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. SURVEYOR shall 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 agreement term and following completion of the agreement if the SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR shall meet all applicable requirements for retaining public records. All 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 systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, SURVEYOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR shall immediately terminate the contract with the subcontractor.
d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
e. *Subcontracts.* SURVEYOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: Survey Manager

Date: 04/19/2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022, by means of ☒ physical presence or ☐ online notarization, by FRANK LOPEZ as SURVEY MANAGER for SRMP, INC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

BRENDA S IVESTER
Notary Public - State of Florida
Commission # GG 257489
My Comm. Expires Sep 11, 2022
Bonded through National Notary Assn.

Notary: Brenda S. Ivester
Print Name: BRENDA S. IVESTER
My Commission Expires: 9/11/2022

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE

PUBLIC WORKS & ENGINEERING WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Requested By: _____ (Signature)

Title/Position: _____

Approved By: _____ City Manager (Signature)

City Engineer: _____

Approved By: _____ Mayor (Signature)

Approved By: _____ Director, PW&E (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

Exhibit "A"
Effective February 8, 2021

Administrative/Office Support	Rate
Administrative Support I	$55.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Senior Administrative Support	$115.00
Senior Administrative Supervisor	$120.00
Administrative Department Manager	$160.00
Reproduction Support	$60.00
Information Systems I	$95.00
Information Systems II	$105.00
Graphic Design	
Graphic Designer I	$55.00
Graphic Designer II	$75.00
Graphic Designer III	$120.00
Technical Writing	
Technical Writer I	$50.00
Technical Writer II	$65.00
Technical Writer III	$85.00
Engineering	
Engineering Technician I	$55.00
Engineering Technician II	$65.00
Engineering Technician III	$70.00
Engineering Technician IV	$80.00
Engineering Technician V	$90.00
Engineer I *(Graduate Eng.)*	$90.00
Engineer II	$95.00
Engineer III	$100.00
Engineer IV	$105.00
Engineer V (P.E.) *(Registered Eng.)*	$120.00
Engineer VI (P.E.)	$135.00
Engineer VII (P.E.)	$150.00
Engineer VIII (P.E.)	$170.00
Chief Engineer I (P.E.) *(20+ yrs)*	$190.00
Chief Engineer II (P.E.) *(20+ yrs)*	$250.00
Environmental	
Environmental Scientist I	$70.00
Environmental Scientist II	$90.00
Environmental Scientist III	$110.00
Chief Environmental Scientist	$125.00
Senior Ecologist	$160.00
GIS	
GIS Technician	$65.00
GIS Analyst I	$75.00
GIS Analyst II	$90.00
GIS Analyst III	$125.00
GIS Senior Project Manager	$180.00
CEI	
Inspector I	$62.00
Inspector II	$76.00
Senior Inspector I	$90.00
Senior Inspector II	$106.00
Specialist (Materials, Contract, IT, etc.)	$120.00
Project Administrator I	$135.00
Inspection Manager/Proj. Admin II	$170.00
Resident Engineer	$195.00
NBIS - Bridge Inspection	
NBIS Engineer	$200.00
NBIS Team Leader	$155.00
NBIS Team Member	$80.00

Expert Witness	Rate
Expert Witness Research	$145.00
Expert Witness Testimony	$250.00
Public Relations	
Public Relations I	$95.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	$165.00
3-Person Survey Crew	$200.00
4-Person Survey Crew	$255.00
Survey CADD / Technician	$95.00
Surveyor in Training / Technician II	$105.00
Surveyor in Training / Technician III	$110.00
Professional Surveyor & Mapper *(Registered Surv)*	$145.00
Surveyor Project Manager	$175.00
Senior Professional Survey & Mapper	$220.00
Chief Surveyor & Mapper	$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	$140.00
Unmanned Autonomous System (UAS) Technician	$85.00
Unmanned Autonomous System (UAS) Lidar Unit	$1,500.00
Static Terrestrial Lidar	
3 Person Crew	$180.00
4 Person Crew	$220.00
5 Person Crew	$285.00
Mobile LIDAR Unit / Daily Rate	$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	$120.00
2-Person GPR/Concrete Imaging Crew	$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	$120.00
2-Person Utility Designate/Locate Crew	$185.00
3-Person Vacuum Excavation S.U.E. Crew	$240.00
4-Person Vacuum Excavation S.U.E. Crew	$285.00
S.U.E. Project Manager	$145.00
Utility Locate Technician	$100.00
Senior SUE Tech	$120.00
Planning	
Planner I	$75.00
Planner II	$85.00
Planner III	$100.00
Planner IV	$115.00
Senior Planner I	$125.00
Senior Planner II	$140.00
Senior Planner III	$165.00
Designers	
Designer I	$100.00
Designer II	$110.00
Designer III	$120.00
Designer IV	$130.00
Designer V	$140.00
Management	
Project Manager I	$95.00
Project Manager II	$100.00
Project Manager III	$110.00
Senior Project Manager I *($100k +)*	$150.00
Senior Project Manager II	$180.00
Senior Project Manager III	$200.00
Senior Project Manager IV	$275.00
Supervising Engineer	$180.00
Department Managers I	$190.00
Department Managers II	$220.00
Division Managers I	$240.00
Division Managers II	$285.00
Principals	$360.00

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

DRMP, INC.

PRINCIPALS
Lawrence L Smith, Jr
Donaldson K. Barton, Jr
Glenn J Lusink
Mark D. Prochak
Mark E. Puckett

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

April 19, 2022

DRMP Job #:22-0111.0mk

KEY PERSONNEL

Vice President-in-Charge	Joseph Di Benedetto, PLS
Project Manager	Frank Lopez, PSM
QA/QC	Tegan Desmond, PSM
Right-of-Way Mapping/Design Survey	Bobby Paulk, PSM
Subsurface Utility Engineering/Design Survey	Gabriel Colon-Rivera, PSM
Aerial/Mobile LiDAR/UAS	Brent Bass, PE
Geographic Information Systems	John Gilreath, GISP
Utility Coordination	Merissa Erickson
Title Search	Robin Derr

Subconsultants

1. American Governments Services Corporation, Inc. (Tammy Mehl)
2. On Point Surveying, Inc. (Douglas Negron)

OFFICES
Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Merritt Island, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina

1 833.811 3767
www.DRMP.com

ITEM 7.G
Construction Services for the Chambers Park Phase 2 Project

Request

Requesting approval to contract with 8-KOI, Inc. (Contract #20260213) for construction services for the Chambers Park Phase 2 Project in the amount of $203,351.00, and authorization for the City Manager or their designee to sign any additional documents or change orders necessary to carry out the terms of this contract.

Explanation

The Public Works & Engineering Department is overseeing phased improvements to the Chambers Park Community Center as funding becomes available. Phase 1 is in closeout, and additional facility improvements are proposed under Phase 2 to support continued park operations and functionality.

Phase 2 includes construction of a storage room addition integrated into the existing building, as well as exterior façade improvements intended to enhance the facility's appearance and maintain consistency with other City facilities.

Pricing was obtained after clarifying the Phase 2 scope of work. Based on the proposals received, 8-KOI, Inc. submitted the most responsive and competitive proposal, totaling $203,351.00, and is recommended for award. These services will be performed under the City's existing Renovation and Construction Master Agreement with 8-KOI, Inc.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150406-506292	CHAMBERSAA	Decrease	$55,864.00	$54,965.53
56045606-506393	CHAMBERSAA	Decrease	$10,000.00	$10,000.00
15050106-506292	CHAMBERSAA	Decrease	$138,385.47	$138,385.47

Financial Summary:

Adequate funding for the Chambers Park Phase 2 Project is readily available in the accounts listed above.

Recommendation

Approve construction services with 8-KOI, Inc., in the amount of $203,351.00, for the Chambers Park Phase 2 Project, and authorize the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) TA 8KOI Chambers Phase 2
2. 8 Koi Agreement_Jun-07-2023

TASK AUTHORIZATION ORDER FORM

City Project Manager:	Wendy Romero
Date:	05.03.2026
Task Authorization Number:	20260213
Contractor/Consultant:	8-KOI, Inc.

In accordance with the terms and conditions of the Master Agreement (20240111) between the City of Kissimmee and 8-KOI, Inc., dated June 7th, 2023, the parties agree to perform the work itemized below. NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Provide Phase 2 construction services for the Chambers Park Community Center Project. Phase 2 includes the construction of a storage room addition integrated into the existing building, along with exterior façade updates to improve aesthetics per Exhibit A. Work shall include all labor, materials, equipment, supervision, and incidentals necessary to complete the project.

Attachment A – Scope of Work

The Contractor shall provide all labor, materials, equipment, supervision, permitting coordination, and incidentals necessary to complete Phase 2 construction services for the Chambers Park Community Center Project, in accordance with the proposal and cost estimate dated March 9, 2026.
The scope generally includes site work, concrete, masonry, framing, roofing, stucco, openings, finishes, electrical, and related improvements required for the storage room addition and exterior façade updates.

Attachment B – Price Breakdown

Lump Sum Construction	$203,351.00

Attachment C – Schedule

The estimated construction duration is approximately **four (4) weeks on site**, as outlined in the contractor's proposal dated March 9, 2026. The final schedule will be coordinated upon issuance of the Notice to Proceed.

Attachment D – Subconsultants

8-KOI, Inc. may utilize subcontractors and trade partners as necessary to complete the work in accordance with the contract documents.

Task Authorization Total: $203,351.00 (Not-to-Exceed)

Recommended By: Wendy Romero Date: 5/18/2026

Reviewed By: [signature] Date: 5/20/2026

Contractor/Consultant Approved

Name (print): Inga I. Young

Signature: Inga I. Young

Date: 5/19/26

City Mayor/Commissioner

Name (print): _____

Signature: _____

Date: _____

City Attorney
Name (print): _____

Signature: _____

Date: _____

City Clerk
Name (print): _____

Signature: _____

Date: _____

Date: March 9th, 2026

The Following Information Submitted by 8-koi, Inc.

8-koi, Inc. – Construction
2725 Center Place
Melbourne, FL 32940
(321) 802-6768
estimates@8-Koi.com

Submitted To:

Company/Customer: City of Kissimmee
Address: 104 N Alaska Ave Kissimmee, Florida 34741

Name: Wendy Romero
Title: Assistant Project Manager
Public Works & Engineering
Email: wendy.romero@kissimmee.gov

Reference: : REQUEST FOR PROPOSAL

Project: Kissimmee Chambers Park Addition & Renovation

Customer #: N/A

The following proposal information is in reference to the customer request for a quote received 02/23/2026.

Source Selection Sensitive:

The data furnished in connection with this document shall not be disclosed outside the organization listed as submitted to, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than, to evaluate 8-Koi, Inc. as a vendor. Access is restricted to authorized individuals who are designated employees of the named entity “provided to” listed above with a need-to -know of the specific this information in the performance of their official duties.

RE: Proposal Letter for the Kissimmee Chambers Park Stucco Renovation

Dear Ms. Romero,

The following proposal is in reference to your request for quote regarding the subject project and its associated documents received February 23rd, 2026.

Pricing Clarifications:

General Clarifications:

1. The Site Manager will serve as the on-site manager, responsible for all safety and quality control functions for work performed on the project site.
2. Pricing assumes that facility water and electrical power will be provided at no cost to the Contractor for construction purposes.
3. Pricing assumes no presence of hazardous materials, heavy metals, asbestos-containing materials (ACM), or other regulated substances in the areas affected by the Work.
4. Pricing includes Amendments #00 through #00.
5. Temporary security fencing is not included.
6. Site Access: Pricing assumes reasonable access to the work areas, subject to facility restrictions and coordination with the Owner. Contractor assumes six (6) parking spaces and a material laydown area immediately adjacent to the work area will be designated for Contractor's exclusive use.
7. Noise Control: Pricing assumes standard construction noise levels with no special mitigation required beyond industry-standard practices. Any additional noise-control measures (e.g., equipment mufflers or restricted work hours) requested by the Owner will be considered extra work and will incur additional costs.
8. Existing Conditions: Pricing includes basic site restoration to match conditions existing at the start of mobilization, provided those conditions are substantially the same as observed at the time this proposal was prepared.
9. All construction debris will be removed and legally disposed of by 8-koi at an approved local waste-management facility.
10. One (1) construction debris dumpster, provided by 8-koi, will be placed on site for the duration of the project and is assumed to be located within the designated laydown/parking area outside the building.
11. A baseline schedule will be provided in Microsoft Project format with monthly updates. Performance of the Work is dependent on material lead times and workforce availability. 8-koi prefers to mobilize once the anticipated material delivery date is confirmed.
12. Material lead times will be confirmed upon final approval of all submittals.
13. Product data submittals will include: new brick, paint (for stucco, handrails, fascia boards, Hardie soffit, and mechanical louvers), downspouts and gutters, asphalt shingles, concrete floor epoxy, additional 4' ceiling lights, and Guardian round lights (bronze finish, translucent white lens, shallow housing depth, eyelid guard).
14. Pricing assumes equipment and materials can be ordered immediately upon approval of product data and/or samples. Selections, where options exist, will be from the manufacturer's standard available offerings. Custom selections or upgrades are not included.

15. Mobilization/Demobilization: Pricing includes one (1) mobilization and one (1) demobilization of equipment and personnel. Additional mobilizations required due to Owner-directed pauses or phasing will be considered extra work and will incur additional costs.
16. All work is based on standard forty (40)-hour work weeks during normal business hours (Monday–Friday, 7:00 a.m.–5:00 p.m.).
17. Pricing is valid for contract award no later than June 7, 2026, and is based on current material and equipment lead times.
18. Total on-site duration is estimated at four (4) weeks.
19. Delays: Pricing and schedule assume typical weather conditions for the region. Delays caused by hurricanes, tropical storms, severe weather events, epidemics, pandemics, embargoes, Owner technical/operational constraints, or other events beyond Contractor's reasonable control are excluded and may entitle Contractor to time extensions and/or additional compensation.
20. Environmental Compliance: Pricing includes compliance with applicable federal, state, and local environmental regulations for debris and waste disposal. Any Owner-required additional environmental monitoring, testing, or reporting is excluded and will incur additional costs.
21. Payment and Performance Bonds will be provided by 8-koi, Inc. upon contract award.
22. All required permitting fees and costs are included.
23. Scope of Work: Refer to the attached estimate summary and takeoffs for the detailed scope of work, which includes general requirements (project management, coordination, supervision, permits, water, dumpster), masonry (new brick, stucco repair), metals (gutters, downspouts), woods/plastics/composites (framing), thermal & moisture protection (insulation), openings (windows, hardware), finishes (drywall, painting), specialties (signage), and electrical (lighting), together with all quantities and units shown (e.g., 1,032 SF new brick, 2,902 SF painted stucco, 2,375 SF new stucco, gutter/downspout demo and replacement, detach/reset of downspouts/gutters/cameras/pack lights, window infill, signage installation, etc.).
24. Electrical work is limited to the addition of one (1) new circuit to serve two (2) new lights, one (1) outlet, and one (1) occupancy sensor in the new storage addition. All other electrical work shown on sheets E2.1, E3.1, and E4.1 is excluded.
25. The new circuit will be routed through the existing attic space and is assumed to connect to existing Panel "A".
26. New mechanical work is limited to two (2) new 12" diffusers and a maximum of seventeen (17) linear feet of 6" flexible duct connecting to existing branch ductwork serving only the new storage addition. All other mechanical work shown on sheet M1.2 is excluded.
27. The new storage room door will be a nominal 3'-0" × 6'-8" hollow-metal frame with solid-core wood door and standard commercial cylindrical lockset. Door closer, kickplate, and other hardware accessories are excluded. The 30" × 68" dimension noted on the drawings is assumed to be a drafting error; the door will be provided as 3'-0" × 6'-8".
28. Concrete dowels connecting the new addition slab to the existing slab will be installed with 12" embedment into the new concrete and 48" epoxy-doweled into the existing slab in accordance with the written scope on sheet A2.2 (the written scope governs over the detail elevation).
29. Insulation in the addition will consist of R-19 batt insulation installed between truss chords only.

Exclusions:

1. Coordination, fees, or charges associated with utility companies for disconnections, relocations, marking, or any services not expressly included in the scope of work are excluded.
2. Remediation or repair of unforeseen or concealed conditions are excluded.

3. Any fire-alarm, life-safety, or fire-suppression work are excluded.
4. Changes to design or scope of work after submission of this proposal (any such changes may result in additional cost or credit) are excluded.
5. Specifications or construction documents beyond those specifically referenced; all general terms and conditions of the existing Master Agreement between 8-koi and the City of Kissimmee apply are excluded.
6. Fence painting.
7. Roof, soffit, or fascia repairs/replacement unless specifically identified in the takeoffs (painting of fascia boards and Hardie soffit is included; all other roof/soffit/fascia work is excluded).
8. New chain-link fencing or handrails (all handrails are existing and will be prepared and painted only).
9. Detailed paint, gutter/downspout, or lighting specifications were not provided. 8-koi has selected industry-standard materials that match the existing facility and has budgeted accordingly. Should the City require alternate products during submittal review that exceed the cost of 8-koi's selections, a change order will be issued for the additional material and any associated labor costs.
10. Any increase in quantities or addition of items not shown on the attached estimate summary and takeoffs are excluded.
11. The historical sheet C2.0 showing new ADS drain piping and connections was removed in the revised drawing set received 2/23/2026. Due to this all work shown on this sheet has been removed and is excluded in this pricing proposal.

Scope of work assumptions:

1. The existing electrical system has sufficient capacity and spare breakers to accommodate the limited scope of electrical work (demo/replacement of lights, detach/reset of cameras and pack lights).
2. Sufficient facility water pressure and volume will be available for construction use at no cost to Contractor.
3. All work is exterior with no interior disruption except minor patch painting at the infilled window and cutting/opening for the new exterior storage room door.
4. Existing elements (handrails, mechanical louvers, etc.) are in sound condition suitable for the specified preparation and painting.

Pricing for the effort is as follows;

$203,351.00 – Two Hundred Three Thousand Three Hundred Fifty-One Dollars

Due to recent market volatility this price is only valid for (90) Ninety days and is set to expire on June 7, 2026.

Thank you for the opportunity to bid on this project with you.

Sincerely,

Josh Nelson, Construction Estimator
8-koi, Inc.

Following Attachments:

1. **Attachment 1_8-koi Kissimmee Chambers Park Addition & Renovation Cover Letter_20260309**
2. **Attachment 2_8-koi Kissimmee Chambers Park Addition & Renovation Cost Estimate_20260309**

AGREEMENT between CITY OF KISSIMMEE

and

8-KOI for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and 8-KOI, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All 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 systems of the City.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. WAIVER. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

25. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY:
City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. **JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with

products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(*SIGNATURE PAGE TO FOLLOW*)

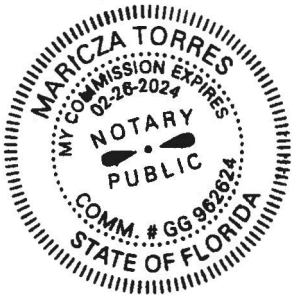
IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR
By: Inga I Young
Title: President
Date: 05/08/2023

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by Inga I. Young as President for 8-koi, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:
Print Name: Maricza Torres
My Commission Expires: 02/26/2024

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023



ATTEST:

City Clerk Linda S. Hansell

Approved as to form and legal sufficiency:

City Attorney Olga Sanchez de Fuentes

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

    - Construction of sheds, small structures and covers
    - Minor Structural Repairs
    - Remodeling and/or, Renovations
    - Roofing Repairs or New Installations
    - Framing
    - Drywall Repair, Replacement or New Installation
    - Pouring or repair of Concrete Slabs, Pathways, or Structure
    - General Site Work
    - Landscaping
    - Painting
    - Stucco Work
    - Insulation
    - Finish Carpentry
    - Window and Door – New Installation or Repairs
    - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
    - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
    - Demolition
    - Repair or improvement of MSTU/BU subdivision perimeter walls
    - Repair or improvement of MSTU/BU subdivision entrance features
    - Repair or improvement of MSTU/BU community cabana buildings
    - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: Number:

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

ITEM 7.H
Tohopekaliga Water Authority Developer's Service Agreement

Request

Requesting approval of the Developer's Service Agreement between the City of Kissimmee and the Tohopekaliga Water Authority for the Kissimmee Gateway Airport's new air traffic control tower (contract #20260216).

Explanation

The Kissimmee Gateway Airport is preparing to install a new air traffic control tower. As part of the project, the City of Kissimmee will agree to services by Toho Water to provide central water, wastewater, reuse distribution, and wastewater collection systems. In addition, an easement will be provided for future right of access for maintenance, inspection, and operation of said systems.

Recommendation

Approve the Developer's Service Agreement between the City of Kissimmee and the Tohopekaliga Water Authority for the Kissimmee Gateway Airport's new air traffic control tower.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S)TOHO Water Authority Water, Reuse, And Wastewater System Developer's Service Agreement

This document prepared by,
or under the direction of, and
after recording return to:

Jad M. Brewer, General Counsel
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Parcel ID Number: 29-25-29-1970-0001-0220

TOHOPEKALIGA WATER AUTHORITY
WATER, REUSE, AND WASTEWATER SYSTEM
DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20__, by and between **CITY OF KISSIMMEE** a Florida municipal corporation (hereafter "DEVELOPER"), and **TOHOPEKALIGA WATER AUTHORITY ("TOHO")**, an independent "Special District" created pursuant to Chapter 189, Laws of Florida.

R E C I T A L S

1. DEVELOPER has or is about to develop property by erecting commercial improvements consisting of a new airport traffic control tower of approximately 6,888 square feet on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. DEVELOPER is desirous of prompting the construction and/or maintenance of central water, reuse, and wastewater facilities so to receive adequate service.

3. TOHO is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, reuse, and wastewater service through central water, reuse, and wastewater facilities, and to accept and operate a water and reuse distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, reuse, and wastewater service from TOHO.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, DEVELOPER and TOHO hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of TOHO to furnish water, reuse, and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water and reuse distribution and wastewater collection system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to TOHO, as a contribution-in-aid-of-construction, to induce TOHO to continuously provide water, reuse, and wastewater service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives TOHO the exclusive right or privilege to construct, own, maintain, and operate the water, reuse, and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event TOHO is required or desires to install any additional water, reuse, and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to TOHO, without cost or expense to TOHO, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by TOHO shall be made in such a manner as not to interfere with the then primary use of such "private property." TOHO covenants that it will use due diligence in ascertaining all easement locations; however, should TOHO install any of its facilities outside a dedicated easement area, DEVELOPER, the successors and assigns of DEVELOPER, covenant and agree that TOHO will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. TOHO hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water, reuse, and wastewater facilities in any of the easement areas; and DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easement to

other entities to provide to the Property any utility services other than water, reuse, and wastewater service.

SECTION 4. PROVISION OF SERVICE; PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by DEVELOPER, TOHO covenants and agrees that it will allow the connection of the water and reuse distribution and wastewater collection facilities installed by DEVELOPER to the central water, reuse, and wastewater facilities of TOHO in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. TOHO agrees that once it provides water, reuse, and wastewater service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, TOHO will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, reuse, and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, reuse, and wastewater system of TOHO. DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to TOHO and otherwise fully comply with TOHO's rules, regulations, and ordinances applicable to the provision of water, reuse, and wastewater service.

4.2. DEVELOPER, its successors and assigns agrees to pay to TOHO for monthly service within thirty (30) days after statement is rendered by TOHO all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, TOHO may, in its sole discretion, terminate service.

4.3. DEVELOPER, its successors and assigns shall pay as a condition precedent impact fees and connection fees in accordance with TOHO's current rules, regulations, policies and ordinances.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce TOHO to provide water, reuse, and wastewater service, and to continuously provide customers located on the Property with water, reuse, and wastewater services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to TOHO as a contribution-in-aid-of-construction, the on-site and/or off-site water and reuse distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with TOHO rules, regulations, policies, resolutions, ordinances and utility standards.

5.2. DEVELOPER shall pay TOHO to review engineering plans and specifications of the type and in the form as prescribed by TOHO, showing the on-site and/or off-site water and reuse distribution and wastewater collection facilities proposed

to be installed to provide service to the subject Property. TOHO will advise DEVELOPER's engineer of any sizing requirements as mandated by TOHO's system extension policy and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to TOHO concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to TOHO and no construction shall commence until TOHO has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water and reuse distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water and reuse distribution and wastewater collection facilities by DEVELOPER, TOHO shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to TOHO upon completion of construction.

5.4. By these presents, upon completion and approval by TOHO, DEVELOPER shall transfer to TOHO, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water and reuse distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by TOHO of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by TOHO, DEVELOPER shall convey to TOHO, by bill of sale, or other appropriate documents, in form satisfactory to TOHO's counsel, the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities as constructed by DEVELOPER and approved by TOHO. DEVELOPER shall further cause to be conveyed to TOHO, all easements and/or rights-of-way covering areas in which on-site and/or off-site water and reuse distribution and wastewater collection facilities are installed by recordable document in form satisfactory to TOHO's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to TOHO, establishing DEVELOPER's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by TOHO. TOHO agrees that the acceptance of the on-site and/or off-site water and reuse distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by TOHO for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by TOHO. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water and reuse distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in TOHO waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. TOHO shall not be obligated for any reason whatsoever nor shall TOHO pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water, reuse, and wastewater facilities and properties of TOHO, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water, reuse, or wastewater services shall not be entitled to offset any bill or bills rendered by TOHO for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of TOHO.

SECTION 6. EVIDENCE OF TITLE. At least thirty (30) days prior to TOHO's acceptance of the water and reuse distribution and wastewater collection facilities, at the expense of DEVELOPER, DEVELOPER agrees to either deliver to TOHO an Abstract of Title, brought up to date, which abstract shall be retained by TOHO, and remain the property of TOHO, or to furnish TOHO an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with TOHO that the on-site and/or off-site water and reuse distribution and wastewater collection facilities conveyed to TOHO for use in connection with providing water, reuse, and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of TOHO, and any entity owning any part of the Property or any residence or building constructed of located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, reuse, and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, TOHO may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, reuse, and wastewater service to the Property. Such rules, regulations and rates are subject to the approval of TOHO's Board of Supervisors. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, reuse, and wastewater service provided to the Property by TOHO.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, reuse, and wastewater facilities of TOHO until approval for such connection has been granted by TOHO.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, TOHO and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without the written consent of TOHO first having been obtained. TOHO agrees not to unreasonably withhold such consent.

SECTION 11. NOTICES; PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

TOHO:	Executive Director Tohopekaliga Water Authority 951 Martin Luther King Blvd. Kissimmee, FL 34741
DEVELOPER:	City of Kissimmee 101 N. Church Street Kissimmee, FL 34741
copy to:	Director of Aviation Kissimmee Gateway Airport 401 Dyer Boulevard Kissimmee, FL 324741-4613

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and TOHO shall survive the completion of the work of DEVELOPER with respect to completing the water, reuse, and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and TOHO, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between DEVELOPER and TOHO. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of TOHO and it shall be and become effective immediately upon execution by both parties hereto. In the event that TOHO or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then TOHO or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. The parties deem each other to be independent contractors, and not agents of the other.

14.2. INDEMNIFICATION. DEVELOPER will indemnify, save and hold harmless TOHO against all liability, losses, damage or other expenses, including reasonable attorney’s fees which may be imposed upon, incurred by or asserted against TOHO by reason of any negligence on the part of DEVELOPER or its employees, agents, contractors, licensees or invitees; any personal injury or property damage occurring on or about the property or any part thereof; or any failure on the part of DEVELOPER to perform or comply with any covenant required to be performed or complied with against TOHO by reason of any such occurrences, DEVELOPER will, at DEVELOPER’s expense, resist or defend any such action or proceeding. Provided further, however, DEVELOPER shall have no obligation with respect to claims arising out of the intentional or negligent conduct of TOHO or its employees, agents, contractors, licensees or invitees or of third parties not included in the definitions above. The liability and immunity of TOHO is governed by the provisions of Section 768.28, Florida Statutes, and nothing in this agreement is intended to extend the liability of TOHO or to waive any immunity enjoyed by TOHO under that statute. Any provisions of this agreement determined to be contrary to Section 768.28 or to create any liability or waive any immunity except as specifically provided in Section 768.28 shall be considered void.

14.3. FORCE MAJEURE. TOHO shall not be liable or responsible to DEVELOPER by reason of the failure or inability of TOHO to take any action it is required to take or to comply with the requirements imposed hereby or (or any injury to DEVELOPER or by those claiming by or through DEVELOPER, which failure, inability or

injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, city, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, city, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of TOHO and which by exercise of due diligence TOHO is unable to overcome.

14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this agreement or an authorized successor or assignee thereof.

14.5. DISCLAIMER OF SECURITY. Notwithstanding any other provision of this agreement, DEVELOPER expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, TOHO's system), any personal property, or any existing or future revenue source of TOHO (including, specifically, any revenues or rates, fees, or charges collected by TOHO in connection with TOHO's system) as security for any amounts of money payable by TOHO under this Agreement; and (2) that its rights to any payments or credits under this Agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of TOHO, whether currently outstanding or hereafter issued.

14.6. AGREEMENT NOT A COMMITMENT FOR SCHEDULE. There shall be no liability whatsoever on the part of TOHO for failure to supply water, reuse, and wastewater service to DEVELOPER according to DEVELOPER’s needs or schedules. This agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, reuse, and wastewater service to the Property during the period of time TOHO, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement TOHO shall have the sole and exclusive right and privilege to provide water, reuse, and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by DEVELOPER to TOHO.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and TOHO.

1. DEVELOPER shall provide TOHO architectural floor and plumbing plans of the interior spaces within the buildings proposed at NEW AIRPORT TRAFFIC CONTROL TOWER 25-0326, hereinafter referred to as “Project”, for system development charge and hazardous waste assessments prior to water and sewer service initiation.

2. DEVELOPER shall coordinate locations for all water, sewer and reuse services and mains with other utility companies (i.e., gas, power, telephone, cable) and the home builder(s) to avoid conflicts or damage to the services and mains. The following conditions apply:

    a. Transformer junction boxes shall not be allowed over water, sewer or reuse services or mains.

    b. Water, sewer and reuse services shall not be located under house driveways.

    c. During the development of any and all lots of the subdivision and the

multifamily section DEVELOPER shall be responsible for the repair or correction of any conflicts between water, sewer and reuse mains/services and other utilities/driveways at DEVELOPER's expense until all buildings are constructed.

3. Tree plantings shall maintain a minimum of five feet horizontal separation from water, sewer and reuse mains and services. Tree plantings that do not meet this minimum distance shall be relocated at DEVELOPER's expense.

4. DEVELOPER shall timely pay to TOHO system development charges in accordance with Toho's current System Development Charge Resolution.

5. All existing water, reuse and force mains along Patrick Street impacted by NEW AIRPORT TRAFFIC CONTROL TOWER 25-0326 proposed Patrick Street roadway improvements shall be relocated at the expense of DEVELOPER to the satisfaction of TOHO.

6. TOHO's water, sewer and reuse operation and maintenance responsibility shall be limited to the potable and irrigation meters only. The remainder of the system shall be privately maintained by DEVELOPER.

7. DEVELOPER shall provide TOHO site access and utility easements around the potable and irrigation meters for operation and maintenance

8. If the Project will introduce grease, oil, sand and/or mud the proper pretreatment structure (i.e., grease trap/interceptor, oil interceptor, sand/mud trap) shall be provided by DEVELOPER sized in accordance to TOHO's standards and specifications. If the pretreatment structure initially constructed proves to be of insufficient capacity as determined by TOHO, it will be required for DEVELOPER to increase the capacity of the pretreatment structure until an acceptable effective level of service is provided.

9. DEVELOPER is responsible for maintaining and repairing all water, wastewater and non-potable water facilities located on the Property, it is understood and agreed that TOHO has a permanent non-exclusive license to enter the Property and make any repairs or perform any maintenance, deemed necessary by TOHO to protect public health. TOHO may utilize such license and make such repairs or perform such maintenance if DEVELOPER fails to perform such repairs or maintenance within twenty-four (24) hours of notice from TOHO to DEVELOPER that such repair and/or maintenance is necessary, provided that in TOHO's sole determination such repairs are not required on an emergency basis. If emergency repairs are required in the sole judgment of TOHO, then TOHO may make the needed repairs immediately without notice to DEVELOPER. DEVELOPER hereby agrees to reimburse TOHO for all of TOHO's costs and expenses in making such repairs and/or maintenance within thirty (30) days of invoice from TOHO. DEVELOPER further agrees that it will fully indemnify and reimburse TOHO for

any and all liability or costs that TOHO may incur as result of making such repairs and/or maintenance discussed in this paragraph.

10. DEVELOPER must electronically submit landscape and irrigation plans to TOHO's Water Conservation Coordinator at TEPSubmittals@tohowater.com for review and approval prior to plan approval. Irrigation equipment and products must be selected to conserve water using smart technology and must be designed to operate on 28-inches or less of irrigation each year. In addition, an irrigation schedule and water budget table of predicted monthly usage by zone must be submitted to TWA for review and approval. Repeat violations shall be subject to enforcement including fines and potentially suspension or termination of service.

11. All landscape and irrigation plans must include all lots and common areas for the Project. Landscaping must be designed to use Florida friendly plants, which include plants and grasses requiring low-volume irrigation in the front planting beds. In order to meet the irrigation criteria of 28-inches or less across the entire development, DEVELOPER may prohibit irrigation in all or portions of the back and side-yard areas, and/or common area planting beds.

12. The availability of reuse water to serve the development shall be equal to the wastewater produced by the development.

13. The installation or use of any irrigation infrastructure, including but not limited to potable water connections, reclaimed water systems, shallow wells, deep wells, or any alternative irrigation source, is strictly prohibited for the purpose of supporting any future landscaping.

    In the event that landscaping is proposed for installation at any future date, the Owner, Developer, or Successor shall ensure that such landscaping is exclusively Florida-Friendly, as defined by applicable state guidelines, and shall not require irrigation from any source.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, DEVELOPER and TOHO have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

TOHOPEKALIGA WATER AUTHORITY

By:_____
Todd P. Swingle, CEO/Executive Director

Attest:_____
Alison Smith, Executive Assistant

The form of this agreement has not been changed or modified from the standard form except for the inclusion of standard Special Conditions, which have been previously approved by the Board of Supervisors.

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20__, by Todd P. Swingle, CEO/Executive Director of Tohopekaliga Water Authority, an independent "Special District" created pursuant to Chapter 189, Laws of Florida. He is personally known to me.

_____
Signature of Person Taking Acknowledgment

_____
Name of Acknowledger Typed, Printed or Stamped

_____
Title or Rank

_____
Serial Number, if any.

Signed, sealed and delivered in the presence of:

WITNESS #1

x_____

Print Name: _____

Address: _____

_____

WITNESS #2

x_____

Printed Name: _____

Address: _____

_____

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____

Printed Name: Jackie Espinosa

Its: Mayor

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____2026, by Jackie Espinosa, as Mayor of the City of Kissimmee, a Florida municipal corporation, who is personally known to me or has produced _____as identification and did (did not) take an oath.

_____
Signature of Person Taking Acknowledgment

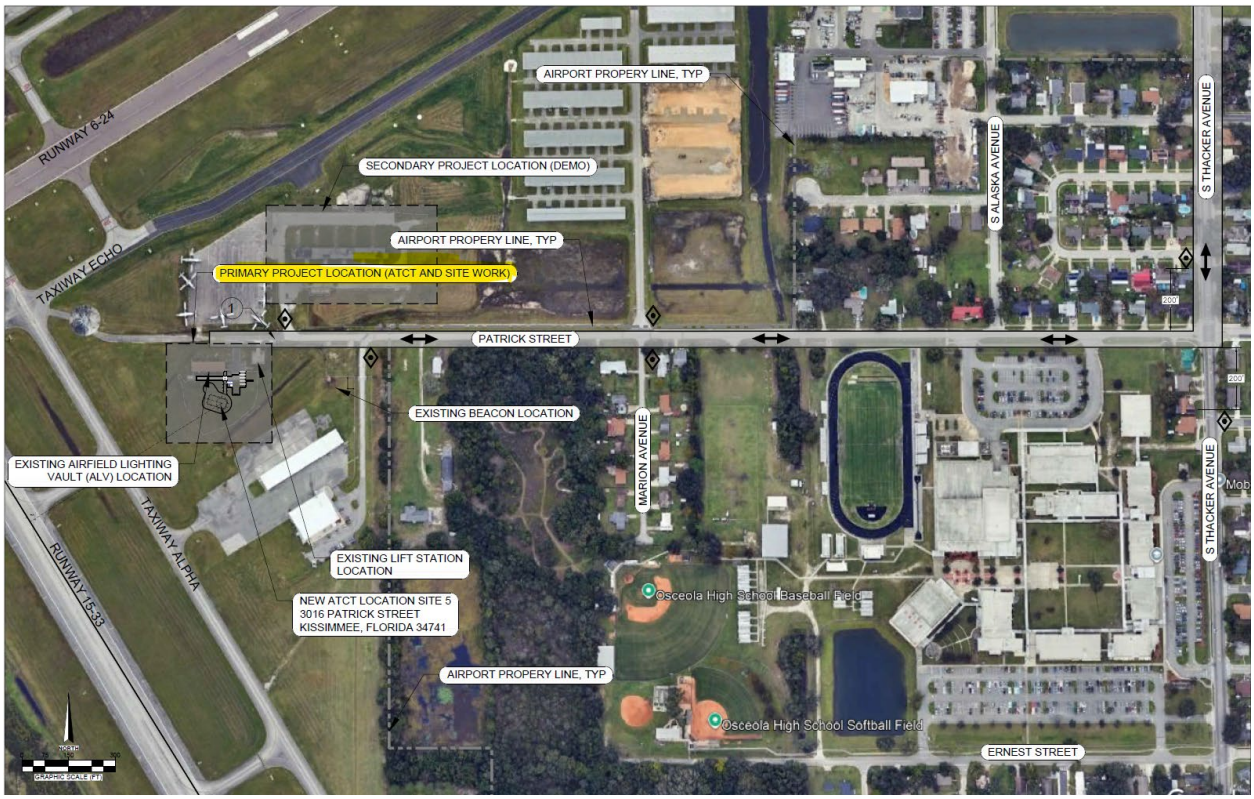
_____
Name of Acknowledger Typed, Printed or Stamped

_____
Title or Rank

_____
Serial Number, if any.

EXHIBIT A
Property Description
and Location Map

Legal Description: PINEDALE PB A PG 26 & KISSIMMEE PLAZA PB 1 PG 202 BEG AT NW COR OF SEC, S 700 FT MOL, N 58 DEG E 905.03 FT, S 75 DEG E 289.96 FT, S 31 DEG E 4041.58 FT, N 57 DEG E 499.23 FT, N 1 DEG W 794.91 FT, N 13 DEG E 356.39 FT, N 63 DEG W 122.40 FT, N 31 DEG W 906.90 FT, TO PT BEING C/L OF WILSON AVE & EXTENDED SLY LINE OF LOT 25 PINEDALE, N ALONG C/L 1296 FT MOL TO N/L OF SEC, W 2665 FT MOL TO POB LESS BEG AT NE COR OF LOT 9 PINEDALE, S 560 FT, S 58 DEG W 501.24 FT, N 32 DEG W 489.28 FT, N 58 DEG E 685.53 FT, N 47.42 FT TO POB & LESS COM AT NE COR OF SEC, W 3, 208.5 FT TO POB; S 40 FT, S 34 DEG W 278.37 FT, S 58 DEG W 125 FT, N 32 DEG W 433.25 FT TO POC, CURVE TO RIGHT, RAD 60.16 FT, ALONG CURVE 94.34 FT, N 58 DEG E 89.60 FT, S 32 DEG E 146.28 FT, E 320.25 FT, S 40 FT TO POB (LEGAL CREATED W/GIS).



ITEM 7.I
Acceptance of funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Request

Approval to authorize the Chief of Police to execute the Letter of Agreement (Grant HIGHVIS26) with the Institute of Police Technology to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

Explanation

The Kissimmee Police Department has been identified as a priority agency within Osceola County which has the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to the City in the amount of $10,332.19 to assist with High Visibility Enforcement efforts.

These funds will be under agreement with the University of North Florida — Institute of Police Technology and Management.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130601 501414 15100337 337200	HIGHVIS26 HIGHVIS26	Increase Increase	10,333.00 10,333.00	

Financial Summary:

Monthly invoicing will be done for overtime expenses to be reimbursed during the grant period, up to $10,332.19. This grant is offered to the City of Kissimmee. No application process is completed, only acceptance.

Recommendation

Approval to accept funding from FDOT, through the University of North Florida - Institute of Police Technology and Management, in the amount of $10,332.19 and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police
Presenter:

City of Kissimmee

Attachment(s):

1. Grant HIGHVIS26

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

May 12, 2026

Chief Charles Broadway
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, Florida 34741-5463

RE: Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
Proposed Funding for Kissimmee Police Department

Dear Chief Broadway:

The Florida Department of Transportation (FDOT) is offering funding to support your agency's participation in the Alert Today Florida's High Visibility Enforcement (HVE) Program for Pedestrian and Bicycle Safety. This initiative is designed to assist law enforcement in educating the public on safe driving, walking, and biking behaviors, while promoting increased compliance with traffic laws. The primary goal of this data-driven effort is to reduce traffic crashes that result in serious or fatal injuries to pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided subgrant funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high-visibility education and enforcement operations in areas with the highest representation of serious or fatal pedestrian and bicycle crashes. These operations support statewide crash-reduction and roadway-safety efforts.

Your agency has been identified as a priority agency within a county that has experienced a high number of severe or fatal pedestrian and bicyclist crashes. As a result, the Florida Department of Transportation (FDOT) has allocated **$10,332.19** in overtime reimbursement funding to support your participation in this year's HVE initiative. Included with this letter are maps highlighting locations within your jurisdiction where pedestrian and bicycle crashes are overrepresented.

Pedestrian and Bicycle Safety High Visibility Enforcement Roundtable Meetings will be held at various locations throughout Florida. The enclosed schedule provides meeting dates and locations. Please submit your RSVP at https://survey.unf.edu/jfe/form/SV_cUuKiz7ZRwLsNSt. These meetings offer an opportunity to learn about program enhancements and the streamlined reporting process. It is essential that all enforcement agencies identified within the twenty-five (25) priority counties participate in this partnership to help reduce fatalities on Florida's roadways.

Please review the enclosed locations and maps and advise whether your agency is willing to participate. Agencies that apply on or before August 31, 2026, will be eligible for the full funding allocation designated for them. Beginning September 1, 2026, any unclaimed agency-specific funds will be released to the countywide allocation and made available to any agency within the county for use in designated enforcement areas. After November 30, 2026, all remaining funds will be released for use in HVE operations in any of the twenty-five (25) priority counties.

If you have questions regarding this initiative, please contact IPTM at ped.bike.safety@iptm.org or by phone at (904) 620-4748. If your agency is interested in participating in this high visibility enforcement program, please submit a Letter of Support to IPTM via email at ped.bike.safety@iptm.org. IPTM will then follow up with application details and assist with the contracting process.

We look forward to the opportunity to work with you and the Kissimmee Police Department in advancing efforts to reduce pedestrian and bicyclist fatalities. Our goal is zero deaths—and by working together, we can move closer to achieving it.

Sincerely,

Sharon Murchison, MA
Associate Director

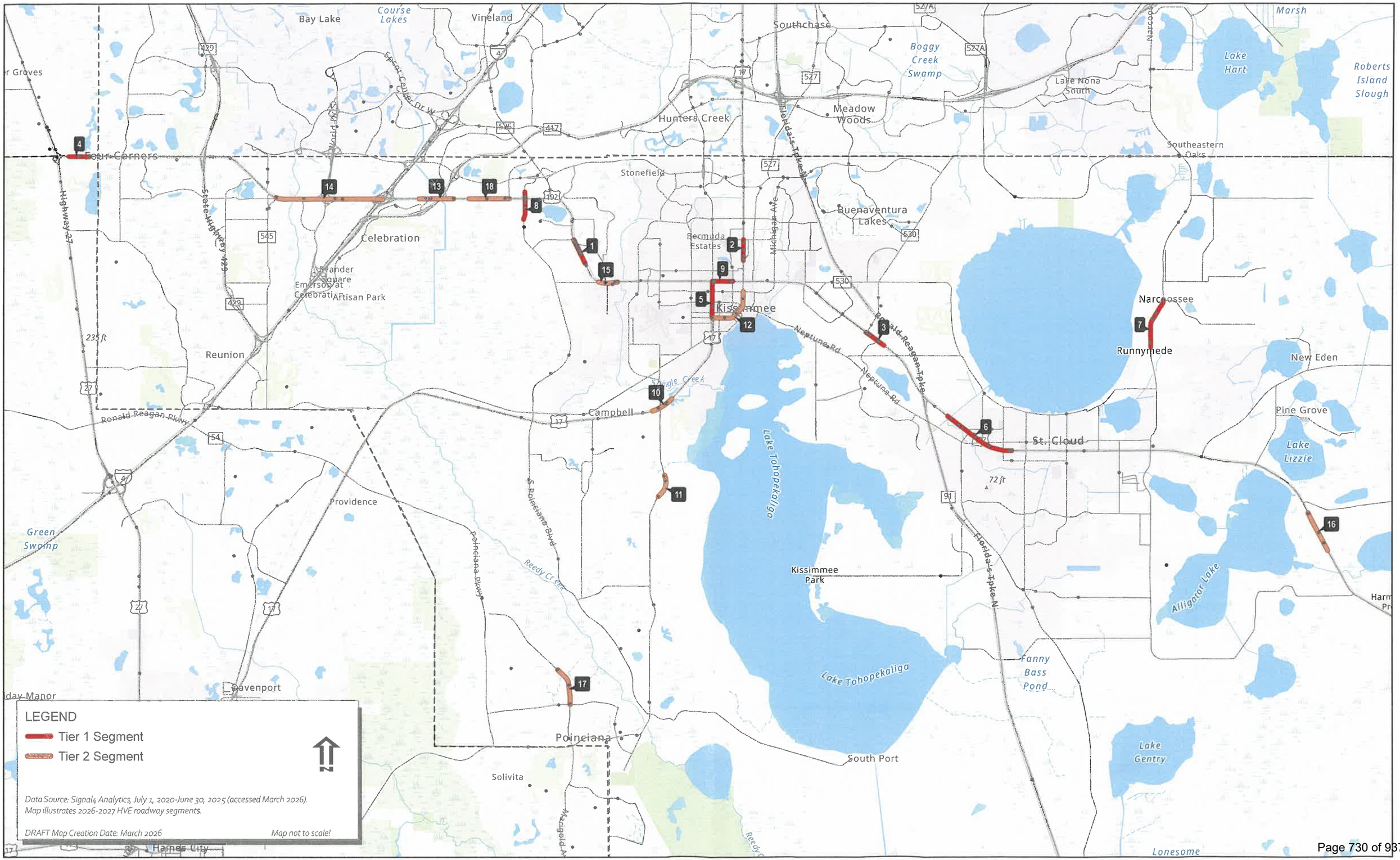
Enclosures

2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM
OSCEOLA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	County	Roadway Name	From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes							Tier	Time Range		Day of the Week
									Total	Fatal	Ped Fatal	Bike Fatal	Severe Injury	Ped S. Inj	Bike S. Inj		From	To	
1	Osceola	US 192	FOUR WINDS BOULEVARD	SIESTA LAGO DRIVE	34746	Osceola County Sheriff's Office	3,279	0.62	9	3	3	0	6	4	2	1	1600	800	Monday, Tuesday, Thursday, and Friday
2	Osceola	US 17	BENITA STREET	DONEGAN AVENUE	34744	Osceola County Sheriff's Office	3,989	0.76	6	0	0	0	6	5	1	1	1600	100	Monday, Wednesday, Friday, and Sunday
3	Osceola	US 192	AERONAUTICAL DRIVE	SIMPSON ROAD	34744	Osceola County Sheriff's Office	2,809	0.53	7	2	2	0	5	4	1	1	1900	1100	Tuesday, Wednesday, Thursday, and Saturday
4	Osceola	US 192	US 27	SUMMER BAY BOULEVARD	34714	Osceola County Sheriff's Office	2,641	0.50	7	2	2	0	5	5	0	1	1700	500	Monday, Tuesday, Thursday, and Sunday
5	Osceola	N JOHN YOUNG PARKWAY	EMMETT STREET	US 17	34741	Kissimmee Police Department	4,616	0.87	6	1	1	0	5	3	2	1	2400	2000	Friday, Saturday, and Sunday
6	Osceola	13TH STREET	SIMMONS ROAD	GEORGIA AVENUE	34769	St. Cloud Police Department	9,462	1.79	8	7	4	3	1	0	1	1	800	2200	Monday, Tuesday, Wednesday, Thursday, and Friday
7	Osceola	N NARCOOSSEE ROAD	STAR LINE DRIVE	JONES ROAD	34771	Osceola County Sheriff's Office	6,308	1.19	6	3	2	1	3	3	0	1	2100	1100	Tuesday, Wednesday, Thursday, and Friday
8	Osceola	N POINCIANA BOULEVARD	PAM ROAD	KYNGS HEATH ROAD	34746	Osceola County Sheriff's Office	3,512	0.67	5	3	3	0	2	1	1	1	1900	1000	Monday, Tuesday, Wednesday, Friday, and Sunday
9	Osceola	W VINE STREET	N JOHN YOUNG PARKWAY	CENTRAL AVENUE N	34741	Kissimmee Police Department	2,613	0.49	4	0	0	0	4	3	1	1	2000	900	Tuesday, Friday, and Sunday
10	Osceola	US 17	LAKE LANE	TEMPLE DRIVE	34746	Osceola County Sheriff's Office	2,870	0.54	4	2	2	0	2	1	1	2	1700	300	Wednesday and Saturday
11	Osceola	PLEASANT HILL ROAD	PINERIDGE CIRCLE	EARLE COURT	34746	Osceola County Sheriff's Office	3,006	0.57	4	2	2	0	2	2	0	2	1800	500	Monday, Saturday, and Sunday
12	Osceola	N MAIN STREET	JOHN YOUNG PARKWAY	OAK STREET	34741, 34744	Kissimmee Police Department	6,445	1.22	5	2	2	0	3	0	3	2	900	2000	Tuesday, Thursday, Friday, and Sunday
13	Osceola	US-192	ARABIAN NIGHTS BOULEVARD	HOLIDAY TRAIL	34746	Osceola County Sheriff's Office	4,325	0.82	4	2	2	0	2	2	0	2	1800	200	Tuesday, Friday, Saturday, and Sunday
14	Osceola	US 192	N OLD LAKE WILSON ROAD	I 4	34747	Osceola County Sheriff's Office	13,578	2.57	4	2	2	0	2	2	0	2	2200	600	Tuesday, Wednesday, and Friday
15	Osceola	W VINE STREET	OREN BROWN ROAD	YATES ROAD	34746	Kissimmee Police Department	2,401	0.45	3	2	1	1	1	1	0	2	2100	700	Friday and Saturday
16	Osceola	US 192	BOTANIC BOULEVARD	WHIP O WILL LANE	32771, 34773	Osceola County Sheriff's Office	5,388	1.02	3	2	2	0	1	1	0	2	2000	2300	Tuesday, Wednesday, and Sunday
17	Osceola	MARIGOLD AVENUE	KOA STREET	SAN LORENZO ROAD	34758	Osceola County Sheriff's Office	4,956	0.94	3	0	0	0	3	2	1	2	1600	700	Tuesday, Friday, and Saturday
18	Osceola	US 192	SERALAGO BOULEVARD	POLYNESIAN ISLE BOULEVARD	34746	Osceola County Sheriff's Office	5,141	0.97	3	2	1	1	1	1	0	2	2400	1300	Thursday, Friday, and Saturday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE SEGMENTS



ITEM 8.A
Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

Request

Commission Action on the sworn complaint.

Explanation

Pursuant to Chapter 30, Article II (Code of Ethics) of the City Code of Ordinances, the City Clerk received a sworn complaint against Mayor Espinosa on May 14, 2026. In accordance with Section 30-25(2), the City is required to request the appointment of a special prosecutor to investigate the described complaint. Staff is seeking action from the Commission to transmit the complaint to the Chief Circuit Judge of the Ninth Judicial Circuit to appoint a Special Prosecutor to determine probable cause and, if such is found, to prosecute the case at trial before the City Commission. With Resolution #13-2026 now approved, Staff recommends that this complaint be withheld until the Code is amended.

Recommendation

Action on the sworn complaint and transmission to the Chief Judge of the Ninth Judicial Circuit.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Formal Complaint for Censure, Ethics Review, and Impeachment of Mayor Jackie Espinosa (05-14-2026)

CITY OF KISSIMMEE

FORMAL COMPLAINT FOR CENSURE, ETHICS REVIEW, AND IMPEACHMENT PROCEEDINGS

COMPLAINANT

Olga A. Cariño
1091 Hidden Harbor Lane
Kissimmee, Florida 34746
407-922-9241

RESPONDENT

Mayor Jackie Espinosa
Mayor-Commissioner
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

FORMAL COMPLAINT REQUESTING CENSURE, ETHICS REVIEW, AND IMPEACHMENT PROCEEDINGS

This complaint is respectfully submitted to the City of Kissimmee, requesting review and consideration of possible ethics violations, misconduct in office, conflicts of interest, misuse of public position, and conduct unbecoming of a public official by Mayor Jackie Espinosa in connection with matters involving Big Toho Marina and related concession operations located at 69 Lakeview Drive, Kissimmee, Florida.

This complaint further requests consideration of:

- Formal censure;
- Referral to the Florida Commission on Ethics;
- Independent legal review;
- Any impeachment or removal procedures authorized under the City Charter, City Code, or applicable Florida law; and
- Any additional corrective or disciplinary action deemed appropriate.

The allegations contained herein are based upon publicly available City records, DBPR licensing records, corporate filings, concession agreement documents, City Commission meeting records, and publicly accessible meeting videos.

This complaint is submitted in good faith and requests a full and impartial review.

I. FACTUAL BACKGROUND

A. Marina Concession Agreement

Public records reflect that the City of Kissimmee entered into a Concession License Agreement involving operations at Big Toho Marina located at:

69 Lakeview Drive
Kissimmee, Florida 34741.

The marina agreement and related amendment documents reference:

- Big Toho Marina, LLC;
- Marina concession operations;
- Jorge M. Espinosa; and
- Sublicense and concession arrangements connected to marina operations.

The agreement further references:

- Food service;
- Beverage service;
- Beer and wine sales;
- Marina concessions;
- Bait and tackle operations; and
- Retail concession activities.

The First Amendment to the agreement further states that Big Toho Marina, LLC was created and operated under common control with Kissimmee Diner, Inc., and required approval from the City of Kissimmee concerning sublicense and occupancy matters.

B. Public Corporate and Licensing Records

Public corporate filings and related records identify Jorge Espinosa, spouse of Mayor Jackie Espinosa, in connection with marina-related business entities and marina concession operations associated with the premises located at 69 Lakeview Drive, Kissimmee, Florida.

Additionally, Florida Department of Business and Professional Regulation (DBPR) records reflect that:

- CAPTAIN AND TEQUILA DOCKSIDE LLC;
- DBA BIG TOHO MARINA;
- operates from 69 Lakeview Drive, Kissimmee, Florida 34741;
- under an active Permanent Food Service License issued April 23, 2024.

These records appear to establish ongoing commercial concession operations connected to the marina premises.

C. City Commission Participation and Meeting Record

Public meeting records and video appear to reflect that Mayor Jackie Espinosa:

- Removed the item from the Consent Agenda.
- Participated in a discussion concerning the item.
- Failed to publicly disclose any voting conflict;
- Failed to recuse herself from participation; and
- Ultimately made the motion for approval.

The motion was reportedly seconded by Vice Mayor Angela Eady and passed by a vote of 4-0.

According to publicly available meeting video and agenda records:

- The item was removed from the Consent Agenda between timestamps 21:40 through 26:52.
- Discussion occurred during that period, and
- The motion for approval was made by Mayor Jackie Espinosa.

Complainant has been unable to locate any publicly filed Form 8B associated with this matter.

The official City meeting portal and related meeting materials are publicly available through the City Clerk portal.

Additionally, the City agenda packet for December 17, 2024 included Agenda Item 7.E relating to concession services.

II. BASIS FOR CENSURE, ETHICS REVIEW, AND IMPEACHMENT CONSIDERATION

The following facts and records collectively raise concern regarding whether Respondent violated provisions of the Florida Code of Ethics for Public Officers and Employees and whether Respondent engaged in conduct inconsistent with the duties and responsibilities of the Office of Mayor.

A. Possible Voting Conflict – Section 112.3143, Florida Statutes

Section 112.3143, Florida Statutes, prohibits a municipal public officer from voting in an official capacity upon any measure that would inure to the officer's special private gain or loss, or the special private gain or loss of:

- A spouse;
- Principal;
- Business associate; or
- Certain relatives.

The statute further requires disclosure, abstention from voting, and filing of a Memorandum of Voting Conflict (Form 8B) when applicable.

Complainant respectfully requests a review into whether Mayor Jackie Espinosa participated in official action that foreseeably inured to the special private benefit of spouse-related business interests without appropriate disclosure, abstention, or filing requirements.

B. Possible Misuse of Public Position – Section 112.313(6), Florida Statutes

Section 112.313(6), Florida Statutes, prohibits a public officer from corruptly using or attempting to use official position to secure a special privilege, benefit, or exemption for themselves or others.

Complainant respectfully requests a review into whether Respondent's participation in marina-related concession matters involving spouse-related interests constituted misuse of public position or otherwise created an impermissible conflict between public duties and private interests.

Complainant further requests review of whether removing the item from the Consent Agenda, participating in the discussion, and making the motion for approval constituted official participation in a matter involving foreseeable private benefit.

C. Conduct Bringing Discredit Upon the Office

Public confidence in government depends upon impartiality, transparency, and fairness.

Participation in official City matters involving spouse-related business interests without clear disclosure or recusal may undermine public confidence and create the appearance of impropriety.

Complainant respectfully submits that such conduct warrants formal review by the City Commission and any appropriate independent authority.

D. Basis for Censure and Impeachment Review

The City of Kissimmee possesses an interest in maintaining public trust and ensuring that elected officials conduct themselves in accordance with ethical obligations, public transparency requirements, and the City Charter.

Complainant respectfully requests consideration of whether the conduct alleged herein constitutes:

- Misconduct in office;
- Abuse or misuse of authority;
- Failure to comply with ethical disclosure obligations;
- Conduct unbecoming of a public official; or
- Conduct warranting censure, disciplinary action, impeachment review, or other proceedings authorized by law.

III. REQUEST FOR RELIEF

Complainant respectfully requests that the City of Kissimmee:

1. Review the marina concession agreement and related amendments.
2. Review related DBPR licensing records and corporate filings;
3. Review City Commission meeting video, minutes, voting records, and agenda materials;
4. Determine whether disclosure, abstention, or Form 8B filing requirements were triggered;
5. Determine whether Respondent improperly participated in matters involving spouse-related financial or beneficial interests;
6. Consider formal censure proceedings.
7. Consider referral to the Florida Commission on Ethics and/or independent counsel;
8. Consider whether impeachment or removal proceedings are appropriate under the City Charter and applicable law; and
9. Take any additional action deemed appropriate.

IV. VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing complaint and that the facts

stated herein are true, correct, or based upon information and belief.



Complainant, Olga A. Cariño

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Osceola

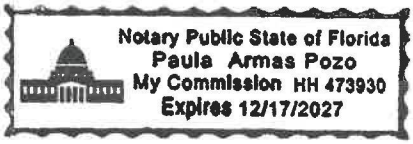
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of May, 2026, by Olga A. Cariño, who is personally known to me or who has produced Driver's License as identification.

Notary Public, State of Florida

Print Name: Paula Armas Pozo

Notary Signature:

My Commission Expires: 12/17/2027



SUPPORTING EXHIBITS

- Exhibit A – Marina Concession Agreement
- Exhibit B – First Amendment to Agreement
- Exhibit C – DBPR License Records
- Exhibit D – Corporate Filings / Sunbiz Records
- Exhibit E – Agenda Packet / Agenda Item 7.E
- Exhibit F – City Commission Meeting Video / Event 2002
- Exhibit G – Voting Records and Minutes
- Exhibit H – Additional Supporting Business Records

FLORIDA COMMISSION ON ETHICS

FORMAL ETHICS COMPLAINT

COMPLAINANT

Olga A. Cariño
1091 Hidden Harbor Lane
Kissimmee, FL 34746
407-922-9241

RESPONDENT

Jackie Espinosa
Mayor-Commissioner
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

COMPLAINT ALLEGING POSSIBLE VIOLATIONS OF THE FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

I. INTRODUCTION

This complaint is respectfully submitted requesting an investigation into whether Mayor Jackie Espinosa violated provisions of the Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, in connection with her participation in matters involving Big Toho Marina and related concession operations located at 69 Lakeview Drive, Kissimmee, Florida.

The allegations herein are based upon publicly available City records, DBPR licensing records, corporate filings, concession agreement documents, and official City Commission meeting actions.

This complaint is submitted in good faith and requests a review of possible voting conflicts, disclosures, abstentions, and misuse of public position.

II. FACTUAL BACKGROUND

A. Marina Concession Agreement

Public records reflect that the City of Kissimmee entered into a Concession License Agreement involving operations at Big Toho Marina located at:

- 69 Lakeview Drive
- Kissimmee, Florida 34741.

The marina agreement and related amendment documents reference:

- Big Toho Marina, LLC;
- Marina concession operations;
- Jorge M. Espinosa; and
- sublicense and concession arrangements connected to marina operations.

The agreement further references:

- food service;
- beverage service;
- beer and wine sales;
- marina concessions;
- bait and tackle operations;
- and retail concession activities.

The First Amendment to the agreement further states that Big Toho Marina, LLC was created and operated under common control with Kissimmee Diner, Inc., and required approval from the City of Kissimmee concerning sublicense and occupancy matters.

B. Public Corporate and Licensing Records

Public corporate filings and related records identify Jorge Espinosa, spouse of Mayor Jackie Espinosa, in connection with marina-related business entities and marina concession operations associated with the premises located at 69 Lakeview Drive, Kissimmee, Florida.

Additionally, Florida Department of Business and Professional Regulation (DBPR) records show that:

- CAPTAIN AND TEQUILA DOCKSIDE LLC;
- DBA BIG TOHO MARINA;
- operates from 69 Lakeview Drive, Kissimmee, Florida 34741;
- under an active Permanent Food Service License issued April 23, 2024.

These records appear to establish ongoing commercial concession operations connected to the marina premises.

C. City Commission Participation and Meeting Record

Public meeting records and video appear to reflect that Mayor Jackie Espinosa:

- removed the item from the Consent Agenda;
- participated in a discussion concerning the item;
- failed to publicly disclose any voting conflict;
- failed to recuse herself from participation; and
- ultimately made the motion for approval.

The motion was reportedly seconded by Vice Mayor Angela Eady and passed by a vote of 4-0.

According to the publicly available meeting video and agenda records:

- The item was removed from the Consent Agenda between timestamps 21:40 through 26:52;
- discussion occurred during that period; and
- The motion for approval was made by Mayor Jackie Espinosa and seconded by Vice Mayor Angela Eady.

No public disclosure of a voting conflict, abstention, or Form 8B filing was observed by the complainant during the proceedings.

The official City meeting portal and related meeting materials are publicly available at:

https://kissimmeefl.portal.civicclerk.com/event/2002/media

Additionally, the City agenda packet for December 17, 2024, included Agenda Item 7.E relating to concession services.

III. APPLICABLE STATUTORY PROVISIONS AND BASIS FOR COMPLAINT

The following facts, records, and official actions collectively raise concern regarding whether disclosure and abstention requirements under Florida ethics laws were triggered.

This complaint respectfully requests an investigation into possible violations of the Florida Code of Ethics for Public Officers and Employees, including but not limited to the following:

A. Section 112.3143(3)(a), Florida Statutes – Voting Conflicts

Section 112.3143(3)(a), Florida Statutes, prohibits a municipal public officer from voting in an official capacity upon any measure that would inure to the officer's special private gain or loss, or the special private gain or loss of:

- a spouse;
- principal;
- business associate; or
- certain relatives.

The statute further requires public disclosure, abstention from voting, and, when applicable, filing of a Memorandum of Voting Conflict (Form 8B).

Complainant respectfully requests an investigation into whether Mayor Jackie Espinosa participated in official action that inured to the special private gain or benefit of her spouse or spouse-related business interests without proper disclosure, abstention, or filing requirements under Florida law.

B. Section 112.313(6), Florida Statutes – Misuse of Public Position

Section 112.313(6), Florida Statutes, prohibits a public officer from corruptly using or attempting to use official position to secure a special privilege, benefit, or exemption for themselves or others.

Complainant respectfully requests an investigation into whether Respondent's participation in marina-related concession matters involving spouse-related interests constituted misuse of public position or an attempt to secure special benefit or advantage.

IV. REQUEST FOR INVESTIGATION

The complainant respectfully requests that the Florida Commission on Ethics:

1. Review the marina concession agreement and amendments.
2. Review related DBPR and corporate filings;
3. Review meeting video, minutes, voting records, and agenda materials;
4. Determine whether a Form 8B disclosure was required and/or filed;
5. Determine whether Respondent improperly participated in matters involving a spouse-related financial or beneficial interest; and
6. Take any action deemed appropriate under Florida law.

V. VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing complaint and that the facts stated herein are true, correct, or based upon information and belief.

DATED this ____ day of _____, 2026.

Olga A. Cariño

SUPPORTING EXHIBITS

- Exhibit A – Marina Concession Agreement and Amendment
- Exhibit B – City Agenda Packet / Agenda Item 7.E
- Exhibit C – DBPR License Record for BIG TOHO MARINA
- Exhibit D – City Commission Meeting Video / Event 2002
- Exhibit E – Corporate Filings Relating to Marina Operations
- Exhibit F – Additional Supporting Business Records

AGREEMENT FOR CONSENT TO SUBLICENSE
the CONSESSION LICENSE AGREEMENT
FOR BAIT, TACKLE, and FOOD SERVICES
AT BIG TOHO MARINA

THIS SUBLICENSE AGREEMENT, dated as of this 16th day of April, 2024, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter called "City," **KISSIMMEE MARINA by LAKE TOHO** , whose business address is 120 Broadway #201, Kissimmee, Florida 34741, hereinafter referred to as "Licensee", and **FLORIDA EVERGLADES ECO-TOON TOURS, LLC d/b/a CAPTAIN AND TEQUILA DOCKSIDE, LLC,** whose business address is 3450 Seaman Avenue, Saint Cloud, Florida 34772, hereinafter referred to as "Sublicensee".

WITNESSETH:

WHEREAS, City solicited proposals for operation of services at the Big Toho Marina pursuant to RFP No. 2021-009, (RFP) and awarded a license to Licensee on October 5, 2021, hereinafter referred to as the Concession License; and

WHEREAS, Licensee and Sublicensee have entered into an agreement, subject to City's approval, under which Sublicensee would occupy the Big Toho Marina currently under license from the City to Licensee; and

WHEREAS, Licensee desires to assign the Concession License to Sublicensee; and

WHEREAS, pursuant to applicable provisions of the Concession License between the City and Licensee, the Concession License may not be assigned, sublet or transferred in any manner without the express written consent of the City; and

WHEREAS the City is willing to grant approval of the proposed sublicense, provided Sublicensees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of the Concession Agreement, the obligations as enumerated in the RFP, and the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants approval to Licensee to enter into that certain sublease agreement by and between it and Sublicensee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "sublease", conditioned upon the acceptance by Licensee and Sublicensee (as evidenced by their execution hereof) of the following terms and conditions:

1. Licensee does hereby agree that, notwithstanding this approval of the Sublicense, Licensee shall remain fully liable to City for all its obligations under the Concession License with respect to the space being sublicensed to Sublicensee under the Sublease, such space being hereinafter referred to as the "Concession Space". Licensee agrees that this consent to sublicense may not be terminated or transferred by the Licensee without City's prior consent.

Exh A

2. Sublicensee does hereby agree they shall be bound by, and that their use and occupancy shall be subject to all applicable terms and conditions and limitations of the Concession License, and that the terms, conditions, and limitations contained in said Concession License shall supersede any and all provisions of the Sublease between the Concession Licensee and sublicense which are now or may hereafter be in conflict therewith. Sublicensee acknowledges that they have received a copy of the Concession License, and that they have reviewed same.

3. Sublicensee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.

4. Any violation by Sublicensee of the terms and provisions of this Agreement, of the Concession License between City and Licensee or of Sublicensee's Agreement with Licensee shall constitute a default by Sublicensee under this Agreement in which event City may terminate both this Agreement and the Sublease approved hereunder, with or without the consent of Licensee, by giving written notice to the Sublicensee and Licensee. A default of the Concession License by the Licensee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublicensee hereby waives any notice of default from Licensee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the Sublicensee shall become a tenant of sufferance.

5. Licensee and Sublicense agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublicense shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Concession License (including any extensions thereof), or (ii) the termination of this Agreement. Sublicensee shall have no right to pledge or assign its interest in or to further sublet any portion of the Concession Space. The initial term of the Concession License expires on October 6, 2026.

6. Sublicensee, at their sole cost and expense, shall maintain insurance as outlined in the Concession Agreement, and such policies shall name the City of Kissimmee as an additional insured. Sublicensee shall provide the City with proof of insurance within (10) days of the execution of this agreement.

7. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between the Parties that each do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Attest:

Linda S. Hansell
City Clerk

Approved as to form & legality

Olga Sanchez de Fuentes
City Attorney

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

LICENSEE:

Jorge Espinosa

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 9th day of April, 2024, by means of ☑ physical presence or ☐ online notarization, by Jorge Espinosa, as President for ~~Kissimmee Diner Inc., a~~ Florida corporation, d/b/a Matador Taco and Tapas, who is personally known to me or has produced D.L. Kissimmee Marina, 64 Lake Toho Dr as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:

Andrea Campbell

ANDREA CAMPBELL
Commission # HH 460139
Expires February 21, 2028

SUBLICENSE

Christoher C. Passmore

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 10th day of April, 2024, by means of ☑ physical presence or ☐ online notarization, by Christopher C. Passmore, as Manager for Florda Everglades Eco-Toon Tours, LLC, a Florida Corporation d/b/a Captain and Tequila Dockside LLC, a Florida corporation, who is personally known to me or has produced D.L. as identification and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:

Andrea Campbell

ANDREA CAMPBELL
Commission # HH 460139
Expires February 21, 2028

EXHIBIT A

CONCESSION LICENSE
FOR BAIT, TACKLE AND FOOD SERVICES
AT BIG TOHO MARINA

THIS LICENSE is made and entered into this 5th day of October, 2021, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City"), as the "Licensor", and Kissimmee Diner, Inc, dba: Matador Taco & Tapas 120 Broadway, Kissimmee, FL 34741 a Florida corporation, (hereafter referred to as "Licensee"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, after soliciting proposals for operation of bait, tackle, and fishing supplies retail establishment that provides food services at the City-owned Big Toho Marina pursuant to City of Kissimmee Request for Proposal No. 2021-009, (hereinafter referred to as "RFP"), City has awarded this License to Licensee; and

WHEREAS, Licensee has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **PREMISES.** City hereby grants Licensee an exclusive license to the following Premises, as shown on Exhibit "A" attached hereto:
    a. The concession space located in the Big Toho Marina, 69 Lakeview Drive, Kissimmee Florida consisting of approximately 800 square feet of kitchen, service, dining and retail space and an additional approximately 80 square feet of bait sales space as shown on Exhibit "A-1" attached hereto.
2. **TERM.** This License shall be for an initial period of sixty (60) months, commencing on the 6th day of October, 2021. The Parties may renew the License for up to two (2) additional sixty (60) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City.
3. **RENTAL.** Licensee shall pay to the City on or before the 1st day of each month $1,750.00 for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due.

4. **USE.** Licensee agrees to perform the activities specified in the Proposal, as shown on Exhibit "B" attached hereto (hereinafter "Scope of Work"), on the Premises during the entire term of this License, unless prevented from doing so by causes beyond Licensee's control, and to conduct its business at all times in a reputable manner. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof. The Scope of Work at minimum shall include providing and food services and the sale of live bait, tackle, and fishing supplies at Big Toho Marina pursuant to the requirements in the Hours of Operation section below.

5. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.

6. **ALOCHOLIC BEVERAGES.** The sale of any alcoholic beverages may be allowed in accordance with local and state law.

7. **HOURS OF OPERATION.** Licensee shall provide the sale of live bait, tackle, and fishing supplies and food services at Big Toho Marina Monday through Friday from 5:30 A.M. to 5:00 P.M and Saturday and Sunday from 5:30 A.M. to 4:00 P.M., except for City observed holidays, at the option of Licensee, or upon other such closure of Lakefront Park. Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week. These hours of operation are the minimum required by this License, Licensee may provide additional hours of service at Big Toho Marina.

8. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.

9. **UTILITIES.** City shall procure and pay for grease traps, plumbing, and garbage disposal for Premises. Licensee shall pay for electricity, water, and sewer for the concession space at Big Toho Marina to be billed monthly by the City. City cannot guarantee the uninterrupted service of the utilities provided for the concession operations. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City. Licensee shall pay for all other utilities to include internet, telecommunications, television, and security services. Licensee may provide for any security equipment or measures to protect the Premises, equipment, and inventory subject to the written approval of the City.

10. **SANITATION.** Licensee shall maintain the premises in a clean, orderly, and sanitary condition as required by the hygiene codes and standards of the Florida Departments of Business and Professional (DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations. Licensee shall be responsible for all housekeeping and sanitation services in the retail, food preparation, food storage, dining, and serving areas of the Premises to include cleaning dining furniture, floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by Licensee in food storage and preparation areas. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.

11. **MAINTENANCE AND SERVICES.** City is responsible for performing preventative and corrective maintenance on facility infrastructure equipment and systems supporting the food service areas, such as, electric power distribution, lighting, HVAC, plumbing, roofing, fire alarm, fire protection, and grease trap maintenance. City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. City shall maintain, clean, and stocked public restrooms attached to the Premises. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned food service equipment or other obligations as set forth in this License.

Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

12. **EQUIPMENT.** The City owns certain equipment at the Premises that may be used by Licensee. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Licensee (hereinafter "inventory") within ten (10) days after the signing of this License by the Parties. The inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the inventory to verify its correctness. Licensee shall exercise reasonable care, including but not limited to taking necessary efforts to maintain, all equipment listed on the inventory. Upon expiration or termination of this License, Licensee shall surrender and yield possession of all items listed on the inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If any items listed on the inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.

13. **POINT OF SALE EQUIPMENT.** Licensee shall not be permitted to use any of the City's point of sale equipment on the Premises. Licensee shall not interface or connect Licensee's information technology systems with the City's. Any credit or debit card transaction for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and internet connections provided and secured by Licensee.

14. **SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City's written approval before installation or dissemination. Licensee may, at its own expense and subject to the City's written approval prior to installation, post the name of the business operation, hours of operation, and telephone number on the entrance doors of Premises.

15. **BACKGROUND CHECKS.** Licensee shall complete a Level 2 employment screening check for all employees requiring access to Premises pursuant to the Florida Employment Screening Standards, Section 435.04, Florida Statutes. Licensee shall pay for the cost of mandatory employment screening checks for all such employees.

16. **MODIFICATIONS TO PREMISES.** City grants Licensee the use of Premises "as is." Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written approval by the City and only in accordance with local, state, and federal permitting regulations. Licensee shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Licensee. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.

Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City's interest in underlying real estate and shall hold the City harmless against any such claims.

17. **TERMINATION FOR CONVENIENCE.** This License may be terminated either party, with or without case, for any reason whatsoever, upon ninety (90) calendar days' written notice.

18. **TERMINATION FOR CAUSE.** If either party wishes to terminate this License for cause (hereinafter "terminating party") due to a breach of this License by the other party (hereinafter "breaching party"), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

    Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to safety, indemnification, or insurance coverage.

    Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee's bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

    Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

    In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

19. **INSURANCE.** Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

    a. **Workers Compensation:** Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

    b. **Comprehensive General Liability (CGLI):** CGLI coverage with limits not less than $2,000,000.00 each occurrence or CGLI with limits not less than $1,000,000.00 each occurrence and Umbrella Insurance in excess of the CGLI of not less than $1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of

Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than $2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

20. **WAIVER OF SUBROGATION.** Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

21. **PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.

22. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.

23. **INDEMNIFICATION.** To the extent permitted by law, Licensee, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Licensee, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Licensee agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Licensee's performance of the License or any breach or default of Licensee.

24. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.

25. **DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written noticed delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.

26. **WATER VESSELS AT BIG TOHO MARINA.** Licensee acknowledges that overnight mooring of water vessels is prohibited at Big Toho Marina and boat repair, boat maintenance, or refueling of water vessels is prohibited at the floating courtesy docks attached to the Big Toho Marina facilities. Licensee agrees to enforce this prohibition to the best of their ability and if the occasion requires will notify the City and appropriate law enforcement officers of the continued violation.

27. **BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.

28. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Steve L. Lackey** **Parks and Recreation** **101 Church Street, Suite 330** **Kissimmee, FL 34741**	**Licensee** **Kissimmee Diner, LLC.** **Dba: Matador Taco & Tapa** **Attn: Jorge Espinosa** **120 Broadway** **Kissimmee, FL 34741**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

29. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

30. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

31. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

32. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

33. **ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.

34. **NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.

35. **RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.

36. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

37. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

38. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

39. **HAZARDOUS SUBSTANCES.** Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "environmental law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

40. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

41. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

42. **PUBLIC RECORDS.** The Licensee acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this License. As such, the Licensee shall keep and maintain public records required by the City to perform the service.

If the Licensee has questions regarding the application of Chapter 119, Florida Statutes, to the Licensee's duty to provide public records relating to this License, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

a. If the City's Custodian of Records requests records from the Licensee, the Licensee shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Licensee shall 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 License term and following completion of the License if the Licensee does not transfer the records to the City.

c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All 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 systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.

d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.

f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

43. **ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the 5th day of October 2021.

Licensee:

By: _____

WITNESS AS TO LICENSEE:

By: Andrea Campbell Andrea Campbell

_____ JEANETTE FLAHERTY

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

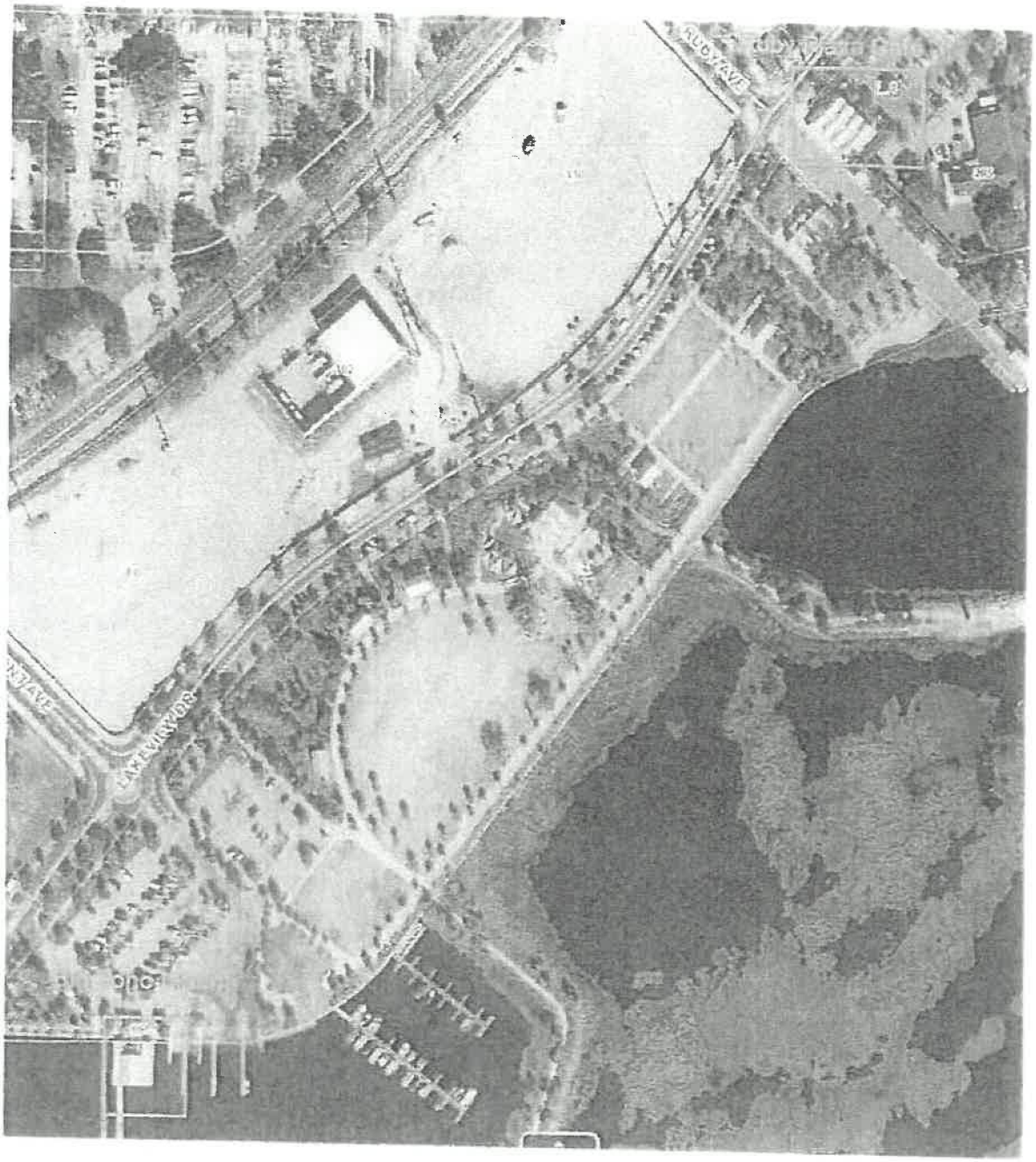
ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

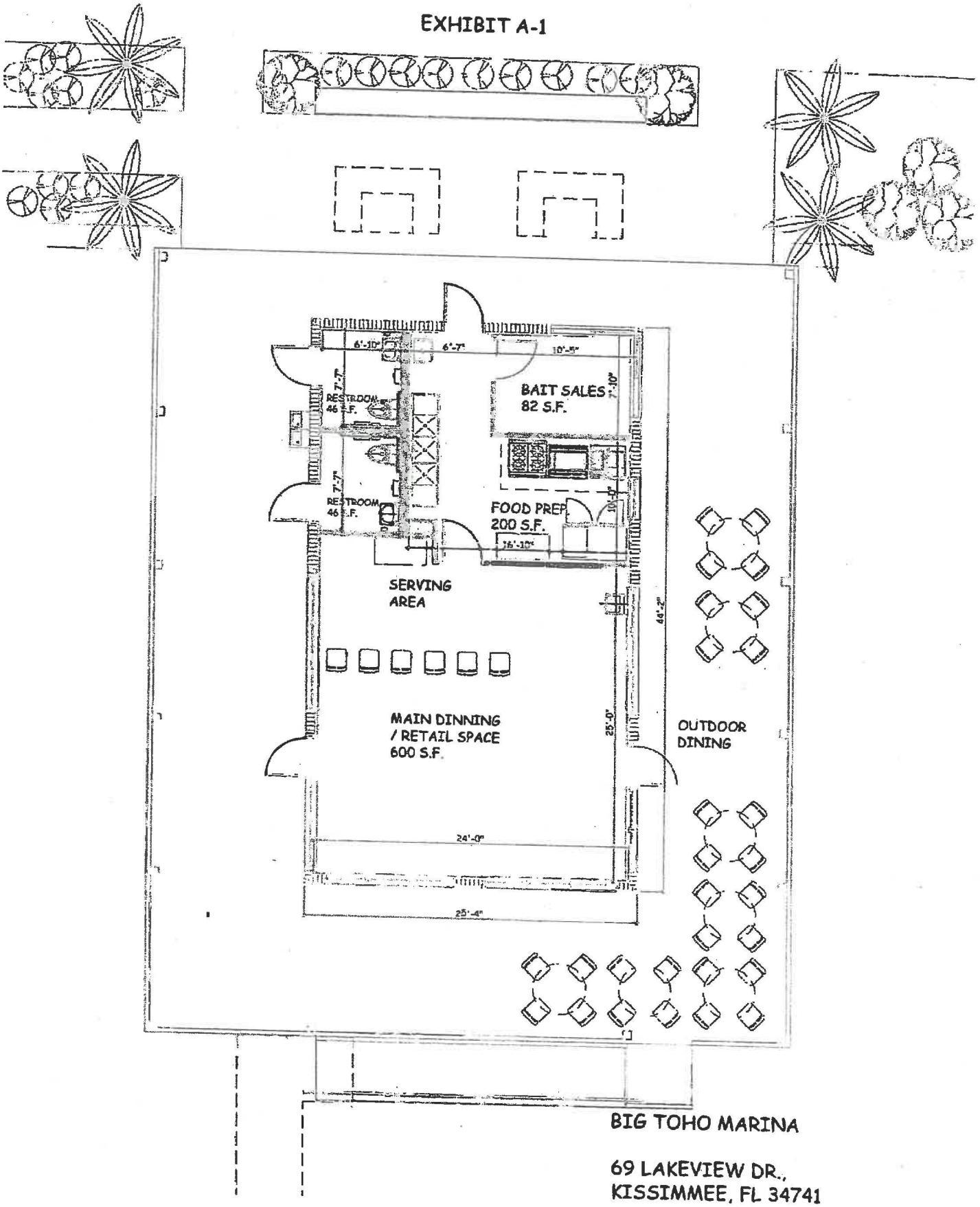
EXHIBIT A



Ruby Plaza Cafe' **201 Lakeside Drive, Kissimmee, FL 34741**

Big Toho Marina **69 Lakeview Drive, Kissimmee, FL 34741**

EXHIBIT A-1



BIG TOHO MARINA

69 LAKEVIEW DR.,
KISSIMMEE, FL 34741

EXHIBIT B

3.0 SCOPE SERVICES

I. OBJECTIVE:

The City of Kissimmee is seeking to enter into a Concession License Agreement with a firm to maintain the food service operation at the following locations in order to provide an amenity to citizens and visitors of the Kissimmee Lakefront Park.

- Big Toho Marina, 69 Lakeview Drive, Kissimmee, FL 34741

Proposals may be for one or both locations. The City of Kissimmee reserves the right to make multiple awards if it is in their best interest

II. DESCRIPTION OF THE PREMISES:

1. Below is a general description of the premises. Attachment A contains a map & floor plan of the locations.

Big Toho Marina

Location:	• 69 Lakeview Drive, Kissimmee, FL 34741
Square Footage:	• Approximately 800 square feet of Food Prep & Service area
On-site Amenities:	• Kitchen (refrigerator, freezer, grill, stove w/oven, 2 basket fryer & grease trap) • Bait sales area (approximately, 80sq/ft) •2 live bait wells and pumps come as is, with any replacement at the expense of the licensee •Dining area w/ retail space •Serving Counter •Covered porch w/tables & chairs (7 sets) •Exterior restrooms •Janitor closet
Additional Details:	•Opened in March 2014 •Premises vacant 10/1/2021 •Previous Concessionaire has used appliances and equipment for sale, as well as marketing collateral. •The sale of live bait is mandatory at Big Toho Marina

III. REQUIREMENTS:

1. Background Checks:
    a. Both Facilities shall require all employees to have a Level 2 background check.
    b. Background checks are mandatory and shall be at the vendors sole cost and expense; no exceptions.

2. Minimum Operating Hours:
    1) Big Toho Marina
        Mon. – Fri. 5:30 a.m. to 5:00 p.m.,
        Sat. – Sun. 5:30 a.m. to 4:00 p.m.
        (except for City observed holidays (optional) and other such closure of Lakefront Park), and
        Licensee shall remain open to the public for dinner food service at a minimum of three evenings per week.

    2) The minimum required hours are non-negotiable.
    3) Proposals may include extended hours of operation, which will be set as mutually agreed upon by both parties.

3. Utilities:
    a. Licensee shall pay for electric, water, sewer at Big Toho Marina. Invoiced monthly by City.
    b. City shall pay for electric, water, sewer at Ruby Plaza Café
    c. City does not guarantee the uninterrupted service of the utilities provided.
    d. City provides garbage disposal services at both locations
    e. Licensee shall pay for all other expenses, such as but not limited to long distance telephone charges, telecommunication charges, or cable television.
    f. City shall not be liable in any manner for damages to Licensee's business and/or inventory, or for any other claim by Licensee, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City.

4. Permits, Licenses, and Facility Maintenance:

    The Licensee shall be responsible for:
    a. All licenses and permits for operation, including licenses and permits for the sale of alcoholic beverages, which is permitted if in accordance with local and state law.
    b. Maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional

items which are considered part of the building or City-owned food service equipment.

6. Equipment:
   a. Equipment located on premises owned by City and used by the Licensee shall be listed on a basic inventory approved jointly by the City and the Licensee at the start of the contract. Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by both parties.
   b. On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.
   c. Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of City equipment and, upon contract termination, the Licensee shall yield such equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence.
   d. Point of Sale Equipment:
      1) There shall be no interfacing or connectivity between Licensee's information technology systems and City's information technology systems.
      2) Any credit or debit card transactions for which Licensee may serve as merchant-of-record shall be provided using Licensee's point of sale equipment and Internet connections provided and secured by Licensee.

7. Signs
   a. Any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the City prior to use.
   b. Licensee may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to City approval before installation.

8. Modification to the premises:
   a. The City will deliver the site in an "as is" condition. If proposer wished to perform any improvements to the site, it will be their responsibility keeping in mind that it shall require prior written approval by the City, and pursuant to any Federal, State or local permitting regulations. In addition, all such additions,

improvements and fixtures, except Licensee-owned movable furniture and equipment, shall become the property of the City and remain upon the premises and be surrendered at the end of the License.

b. The Licensee shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the program(s) being proposed.
c. Licensee shall not perform or make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of City.
d. Any such approved additions shall be at the Licensee's expense.
e. License shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by Licensee.

Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH) http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html.

c. The daily housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises, which includes dining furniture, floors, walls up to six (6) feet above floor level, and exterior of hoods, ducts, vents and other equipment and fixtures used by Licensee in food storage and preparation areas.
d. Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the City.
e. Providing the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need for structural repairs or replacements. Licensee shall be responsible for any such repairs if covered by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients.
f. Complying with all City policies and standards regarding facility infrastructure.
g. City will maintain, clean and stock public restroom attached to the premises.

5. Inspections
   a. Premises are subject to inspections by the City of Kissimmee and/or other regulatory agencies.
   b. The Licensee shall notify the City, in writing, within 24 hours of any potential violations which, under the terms of the contract, the City is responsible to correct.
   c. The Licensee is also required to notify the City, in writing, within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections.
   d. The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division, in cooperation with Parks Division and Licensee may participate in the inspections.
   e. A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, the City is only responsible for those

FIRST AMENDMENT TO CONCESSION LICENSE FOR BAIT, TACKLE AND FOOD SERVICES AT BIG TOHO MARINA

THIS FIRST AMENDMENT is made this 16 day of November, 2021 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City") and Kissimmee Marina by Lake Toho, 120 Broadway, Suite 201, Kissimmee, Florida 34741 (hereinafter referred to as "Licensee"), together referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, on October 5, 2021, City and Kissimmee Diner, Inc, dba: Matador Taco & Tapas entered into a concession license for bait, tackle, and food services at Big Toho Marina (hereinafter referred to as "Original License"); and

WHEREAS, afterwards Licensee was created and is under common control with Kissimmee Diner, Inc, dba: Matador Taco & Tapas; and

WHEREAS, the First Amendment to the Original License (hereinafter referred to as "First Amendment") seeks to further clarify that the Original License has been assigned to Licensee.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. The introductory phrase of the Original License is hereby amended to read as follows:

THIS LICENSE is made this 5th day of October, 2021 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City"), as the "Licensor", and Kissimmee Marina by Lake Toho, Kissimmee, Florida 34745 (hereinafter referred to as "Licensee"), together referred to as the "Parties," and each represents as follows:

2. Except as herein modified, all terms and conditions of the Original License dated October 5, 2021 shall remain in full force and effect for the term of this Agreement, as originally set forth in said Original Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2021.

Licensee:

By: _____

WITNESS AS TO LICENSEE:

By: _____

_____

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

MEETING AGENDA (REVISED)
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 17, 2024 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

   3.A Kissimmee Police Department Canine Baxter Agreement and Retirement Ceremony
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**

   4.A Public Hearing - First Reading - Proposed Ordinance #24-17 - Amending Chapter 38 to create Section 38-1: Public Camping or Public Sleeping and repealing Chapter 10, Article X: Panhandling.

   AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, FLORIDA, CREATING AND ENACTING CHAPTER 38, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE 1, "IN GENERAL," SECTION 38-1 "PUBLIC CAMPING OR SLEEPING" OF THE KISSIMMEE CITY CODE, AMENDING CHAPTER 1, "GENERAL PROVISIONS," SECTION 1-22, "GENERAL PENALTY," TO PROVIDE FOR PENALTY; AMENDING CHAPTER 42, "TRAFFIC AND VEHICLES," ARTICLE II, "PARKING, STANDING, STOPPING," DIVISION 1, "GENERALLY," SECTION 42-22(A), "HEARING TO CONTEST CITATION BEFORE CITY HEARING OFFICER" TO PROVIDE FOR CIVIL HEARINGS; REPEALING CHAPTER 10, "BUSINESSES AND BUSINESS REGULATIONS" ARTICLE X "PANHANDLING;" PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**

   5.A Public Hearing – Resolution Complying with General Law Advance Notice to Tax Collector

   5.B Public Hearing - Program Year 2023-2024 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)
6. **HEAR AUDIENCE**

   Anything requiring a vote will be heard at a later time.
7. **CONSENT AGENDA**

   The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and

Exhibit B

must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A Approval of City Commission Minutes from the December 3, 2024 meeting

7.B Osceola Mental Health Parcel Plat - Final Plat

7.C Memorandum of Understanding between the City of Kissimmee and the Kissimmee Professional Firefighters, Local 4208 representing the Rank and File Unit and Supervisory Unit Contract

7.D 2025 Event and Festival Series Calendar

7.E Award EcoTour Concession Services for RFP2025-001

7.F Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2024-2025

7.G Airport Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Latitude Language

7.H Task Order No. 1 for Professional Service Agreement with RS&H, Inc., for Airport Environmental Services

7.I Consent and Estoppel Certificate, Quantem FBO Group – Kissimmee, LLC

7.J Approval to Apply for a Federal Aviation Administration Grant for Taxiway Alpha Improvements Design

7.K Approval to apply for Airport Internship Grant Application from Florida Airports Council

7.L Disposal of City Assets

7.M State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1118 Brack Street, Kissimmee, FL 34744

7.N Community Project Funds Acceptance and Authorization

7.O Acceptance of Funding from East Central Florida Regional Planning Council

7.P Soho at Lakeside Townhomes – Final Plat

7.Q Payment Installment Agreement with Iglesia Nazaret A/G Inc. Church for Impact Fees

8. DISCUSSION ITEMS

8.A Annual Red Light Camera Report Presentation and Discussion

8.B Consideration of a Request for a Non-Binding Letter of Intent to Lease and First Right of Refusal Agreement from Kissimmee Place Development Group.

8.C Resolution to Amend Rates & Charges Policy for Kissimmee Gateway Airport

8.D Vector Airport Systems, LLC Transient Aircraft Landing Fee Process Agreement

8.E Approval of Proposed Legislative Priorities for 2025

8.F American Rescue Funds Obligation

8.G Advisory Board Vacancy: Board of Adjustment

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

CONCESSION LICENSE
FOR PONTOON BOAT ECOTOUR CONCESSION SERVICES
AT THE KISSIMMEE LAKEFRONT PARK MARINA

THIS LICENSE is made and entered into this _____ day of _____, 2024, by and between the City of Kissimmee, a municipal corporation of the State of Florida located at 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City" or "Licensor"), and Florida Everglades Eco-Toon Tours, a Florida Limited Liability Company located at 2446 Cherokee Road, Saint Cloud, Florida 34772, and Selected Bidder, a Florida corporation, (hereafter referred to as "Licensee"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, the City solicited proposals for pontoon boat EcoTour concession services at the City of Kissimmee Lakefront Park Marina (hereinafter "Project") pursuant to City of Kissimmee Request for Proposal No. 2025-001, (hereinafter referred to as "RFP"); and

WHEREAS, Licensee submitted a proposal (hereinafter referred to as "Proposal") representing that Contractor is able to satisfactorily complete the Project according to the terms and conditions of the RFP; and

WHEREAS, City has chosen Licensee as the Selected Bidder for RFP and desires to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this License, the RFP, which is attached hereto as Exhibit A, and the Proposal, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this License, Exhibit A, and Exhibit B, in that order.

3. **PREMISES.** City hereby grants Licensee a non-exclusive license to conduct the activities described in Section 6, Use, at the following properties (hereinafter "Premises"):

    a. Designated boat slips at the Marina at Lakefront Park, 201 Lakeview Drive, Kissimmee, FL 34741

    The exact location of the boat slips at the Premises will be determined by City and Licensee by mutual agreement prior to the commencement of this License.

4. **TERM.** This License shall be for an initial period of tweleve (12) months, commencing on the effective date of this License. The Parties may renew the License for up to two (2) additional twelve (12) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City.

5. **RENTAL FEE.** Licensee shall pay to the City on or before the 10th day of each month pay three percentage (3%) of all gross sales, including EcoTour tickets and sales of prepackaged food, water, and non-alcoholic beverages, made pursuant to this License for the preceding month, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due. Licensee shall submit to the City on or before the 10th day of each month a monthly revenue report documenting all gross sales made pursuant to this License for the preceding month.

6. **USE.** Licensee agrees to perform the concession services specified in the RFP, Exhibit "A" attached hereto, on the Premises during the entire term of this License utilizing pontoon boats, unless prevented from doing so by causes beyond Licensee's control, and to conduct its business at all times in a reputable manner. Licensee may sell prepackaged food, water, and non-alcoholic beverages if approved by the City. Licensee may not sell alcoholic beverages. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof.

7. **LIFE JACKETS AND PERSONAL FLOTATION DEVICES.** Licensee shall provide one life jacket or personal flotation device of a proper size for the intended wearer, that is in serviceable condition, that is within easy access, that is United States Coast Guard Approved and has a performance level of at least 70 for each passenger on a pontoon boat operated under this License. Licensee shall require all persons under 6 years of age on board any pontoon boat to wear a personal flotation device that is currently approved by the United States Coast Guard. Licensee shall carry, store, maintain, and use safety equipment in accordance with current United States Coast Guard safety equipment requirements.

8. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.

9. **HOURS OF OPERATION.** The marina is open from dawn to 10 p.m. Licensee's Hours of Operations may be daily from dawn to 10 p.m. and may be chosen by Licensee provided that Licensee performs the concession services specified in the RFP, Exhibit "A" seven days a week and offers at least one (1) tour each day unless the City adjusts Licensee's Hours of

Operation pursuant to this Section or Licensee determines that the concession services are not feasible due to weather conditions. Licensee shall ensure tours cease and all customers have disembarked from the pontoon boat prior to 10 p.m. each day. The City may adjust Licensee's Hours of Operation at either Premise upon seven (7) days notice to accommodate a program or event held at the Premise. The City may immediately and without notice require Licensee to cease business operations for the day in the event that the City determines that the weather conditions pose a safety risk to passengers. The City may agree in writing to adjust Licensee's Hours of Operation at the request of Licensee.

10. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.

11. **SANITATION.** Licensee shall maintain the Premises and any equipment offered for rent under this License in a clean, orderly, and sanitary condition. Licensee shall comply with all hygiene codes and standards of the Florida Departments of Business and Professional Regulation(DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations that are applicable to this Licensee. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.

12. **MAINTENANCE AND SERVICES.** City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

    City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are owned by the City or other obligations as set forth in this License.

    Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

    Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

    In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee

shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

13. **EQUIPMENT.** Licensee shall provide all necessary items and equipment necessary to fulfill the obligations of this Licensee. Licensee shall maintain all boats and equipment necessary to fulfill the obligations of this License in good working order and repair. City may inspect, without notice to Licensee, any boat or equipment utilized to fulfill this Licensee to ensure that the equipment is in good working order and repair. If City, in its sole opinion, determines any boat or equipment used in connection with this License is not in good working order and repair, Licensee shall immediately cease any use of the boat or equipment until, in the sole opinion of the City, such equipment has ben restored to good working order or repair.

14. **SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City's written approval before installation or dissemination.

15. **BACKGROUND CHECKS.** Prior to the commencement of this License, Licensee shall provide the City a comprehensive listing of the full name, driver license number, and social security number of all employees or agents (hereinafter "Employee List") of Licensee who may be present at the Premises on behalf of Licensee. Licensee shall update the Employee List prior to any unlisted employee or agent entering the Premises on behalf of Licensee. Licensee shall obtain a Level 1 criminal background check (hereinafter "Background Check") on all employees or agents who may be present at the Premises on behalf of Licensee and shall provide Background Checks to the City upon request of the City. Licensee shall pay for any costs associated with obtaining any Background Check required under this License. No employee or agent of Licensee shall enter the Premises on behalf of Licensee unless Licensee has obtained a Background Check for that agent or employee and the Background Check shows that the agent or employee does not have any criminal history record listed in Fla. Stat. s. 435.04(2). The City, in the City's sole discretion, may waive this requirement for any employee or agent of Licensee whose criminal history involves a misdemeanor or third-degree felony violation of an offense listed in Fla. Stat. s. 435.04(2).

16. **MODIFICATIONS TO PREMISES.** City grants Licensee the use of Premises "as is." Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to the Premises.

    Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

    In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City's interest in underlying real estate and shall hold the City harmless against any such claims.

17. **TERMINATION FOR CONVENIENCE.** This License may be terminated either party, with or without case, for any reason whatsoever, upon ninety (90) calendar days' written notice.

18. **TERMINATION FOR CAUSE.** If either party wishes to terminate this License for cause (hereinafter "terminating party") due to a breach of this License by the other party (hereinafter "breaching party"), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to background checks, safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee's bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

19. **INSURANCE.** Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

    a. **Workers Compensation**: Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

    b. **Comprehensive General Liability (CGLI)**: CGLI coverage with limits not less than $2,000,000.00 for each occurrence or CGLI with limits not less than $1,000,000.00

for each occurrence and Umbrella Insurance in excess of the CGLI of not less than $1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than $2,000,000.00.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

20. **WAIVER OF SUBROGATION.** Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

21. **PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.

22. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.

23. **INDEMNIFICATION.** The parties agree that (1%) of the total value of consideration furnished to Licensee under this Licensee constitutes specific consideration to Licensee for the indemnification to be provided under this License. To the extent permitted by law, Licensee, hereby shall indemnify and hold harmless the City of Kissimmee, its past, present, and future officers, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Licensee, loss of life, bodily or personal injury, or property damage, including loss of use therefrom, directly or indirectly caused by, resulting from or arising out of or occurring in connection with the performance of this License by Licensee, its officers, employees, or agents, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City, its past present, and future officers, employees, and agents. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28.

24. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were

licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.

25. **DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written noticed delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.

26. **BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.

27. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Steve L. Lackey** **Parks and Recreation** **101 Church Street, Suite 330** **Kissimmee, FL 34741**	**Licensee** **Yvette M. Passmore** **Florida Everglades Eco-Toon Tour, LLC** **3450 Seaman Avenue** **Saint Cloud, FL 34772**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier

of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

28. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

29. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

30. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

31. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

32. **ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.

33. **NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.

34. **RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Licensee.

35. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this License, Licensee will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees

of Licensee shall be, at all times, employees of Licensee under its sole discretion, and not an employee or agent of City. Licensee shall provide competent employees. City may require Licensee to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

36. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this License. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

37. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times, including Chapters 327 and 328, Florida Statues, and all applicable United States Coast Guard Rules and Regulations. The Concessionaire shall obtain and maintain all appropriate City and County permits and State licenses required to provide concession services under this License. Concessionaire's failure to comply with this Section will result in immediate suspension and or cancellation of this License.

38. **HAZARDOUS SUBSTANCES.** Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

    As used in this Paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "environmental law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

39. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

40. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

41. **PUBLIC RECORDS.** The Licensee acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this License. As such, the Licensee shall keep and maintain public records required by the City to perform the service.

If the Licensee has questions regarding the application of Chapter 119, Florida Statutes, to the Licensee's duty to provide public records relating to this License, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

a. If the City's Custodian of Records requests records from the Licensee, the Licensee shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Licensee shall 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 License term and following completion of the License if the Licensee does not transfer the records to the City.

c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All 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 systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.

d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.

f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

42. **NON-DISCRIMINATION.** Licensee shall not discriminate against any customer, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, gender identity, national origin, physical or mental disability, marital status or medical status. Licensee shall comply with all applicable sections of the Americans with Disabilities Act. Licensee agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Licensee, its successors, transferees, and assignees, for the period during which services are provided. Licensee further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

43. **ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the 8th day of December, 2024.

Licensee:

By: _____

WITNESS AS TO LICENSEE:

By: _____

_____

CITY OF KISSIMMEE

By: _____
Mike Steigerwald, City Manager

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT A

RFP

REQUEST FOR PROPOSAL

I. The CITY OF KISSIMMEE is keeping SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2025-001 – Pontoon Boat EcoTour Concession Services**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and one (1) electronic copy on the CD or Flash Drive.

III. To be considered proposals MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before November 22, 2024 at 2:00PM.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM November 22, 2024.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgement, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceeding, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposers' acknowledgment that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interface with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING – (DOES NOT APPLY)

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dated must be shown on the proposal, such as "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and/or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line-item basis; and accept the proposal which in its judgement, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street, Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to an accepted by the City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposer's request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarding as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to

propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
B. That the proposer has not divulged or discussed his offer with other proposers.
C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and

the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence-

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.
Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 287.133,F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY

The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.
The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 THE CITY OF KISSIMMEE HAS A LOCAL VENDOR PREFERENCE POLICY

When the written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 SITE VISIT

N/A

2.8 FEES AND LICENSURE COST

This bid requires the following fees/licensure, proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.9 FACILITY INFORMATION

The following facility information is provided to help concessionaires develop a proposal that will meet the facilities service needs.

A. Kissimmee Lakefront Park Marina
69 Lakeview Dr.
Kissimmee, FL 34741

The exact meeting point or location of the kiosk will be determined by Parks and Recreation staff and winning bidder.

2.11 SCOPE SERVICES

It is the City's intent to enter into a concessionaire agreement for **pontoon boat** Eco tour operator services on city owned property on Lake Toho to accommodate the general public and tourists in the area. Tour boats with a minimum capacity of Fifteen (15) passengers will be considered. Hours of operation will be negotiated with the city.

2.12 This RFP contains pages 1 - 30. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

3.0 CITY RESPONSIBILITIES

1) City will provide designated location for concessionaire's pontoon boat to be moored. Electricity and water are available.
2) City will allow utilization of City docks for loading and unloading of passenger during designated hours.
3) Concessionaire and customers will have access to public parking. Concessionaire will not be allowed to permanently park vehicles at the park. The city will work with the Concessionaire to determine the location of public parking best suited for their use.
4) Concessionaire and customers will have access to exterior public restroom at Big Toho Marina.

3.1 CONCESSIONAIRE RESPONSIBILITIES

Concessionaire will provide passengers tour or transport in a safe and professional manner.

In conduction the Tour operations, concessionaire will be required to:

- Obey all marine, USCG, and other pertinent rules and regulations for safe vessel operation and rules and regulations for operating around wildlife.
- Execute pre and post trip logistics of tours: vessel and gear inspection, fueling, route planning, gear packing, food and entertainment.
- Provide pre-trip passenger briefing;
- Selected bidder's hours of operations may be daily from dawn to 10 p.m. and may be chosen by selected bidder provided that selected bidder offers at least one (1) tour each day of the week unless selected bidder determines that tours are not feasible due to weather conditions.
- Monitor weather conditions. The City may immediately and without notice require selected to cease business operations for the day in the event that the City determines that the weather conditions pose a safety risk to passengers;
- Provide first aid as required;

- Operate the pontoon boat in a manner that is safe and appropriate for the conditions such as, weather, and the health and physical consideration of passengers on board;
- Onshore pre-trip preparations and onshore post-trip cleanup;
- Record keeping in boat logs, trip logs and other reports (incidents) as required or necessary.

A. Concessionaire shall provide a method for the public to book a tour in advance. The city prefers that such advance rental may be made through online booking.

B. Concessionaire shall comply with all applicable Local, State and Federal laws, including those relating to required permits, ordinances, health codes as well as equal employment opportunity and non-discrimination in the provision of services.

C. Concessionaire shall furnish all necessary labor and equipment for the operations and provide rental preparations as requested by the customers. Concessionaire shall also be responsible for the collection of all fees, contracts and records for the operation.

D. Concessionaire shall accept at minimum cash, MasterCard, and Visa payments in exchange for Equipment rentals, and shall have a functioning device capable of accepting credit and debit card transactions while Concessionaire is open to the public.

E. Concessionaire shall be financially and legally responsible for any repairs to Concessionaire's or City's property due to general use or Concessionaire's own negligence. Concessionaire may not shift such responsibility to Concessionaire's customers.

F Concessionaire shall be responsible for all self-contained maintenance and trash removal required for adequate operation of the facility.

G Concessionaire shall provide life safety provisions and boater safety education for all passengers.

H Liability Waiver – Concessionaire shall require that all customers sign the provided liability waiver prior to using watercraft.

I All watercraft operated under this agreement, shall be subject to all maritime and traffic rules and all other laws, ordinances, rules and regulations which may pertain to the operation watercraft, now in effect and hereafter enacted or adopted by the city, county state, or federal government.

J The City reserves the right to block out dates, limit hours of operation, or authorize other vendors that may compete with the successful respondent as a result of special events taking place at the Kissimmee Lakefront Park.

K Concessionaire may also provide prepacked food, water, and non-alcoholic beverages with preapproval from the City of Kissimmee.

L Concessionaire shall provide City with detailed monthly revenue report with itemized sale receipts.

M. Concessionaire shall not sublet or assign any right under this License.

N Concessionaire shall pay and report all appropriate state and federal taxes accrued as a result of sales made under this License.

O. Selected bidder at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

a. **Workers Compensation**: Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

b. **Comprehensive General Liability (CGLI)**: CGLI coverage with limits not less than $2,000,000.00 for each occurrence or CGLI with limits not less than $1,000,000.00 for each occurrence and Umbrella Insurance in excess of the CGLI of not less than $1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than $2,000,000.00.

c. **Comprehensive Automobile Liability**: Comprehensive Automobile Lability coverage for all owned and non-owned vehicles with limits not less than $1,000,00 for each occurrence.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

EMPLOYEES INFORMATION/CRIMINAL HISTORY

The successful bidder shall provide the City a comprehensive listing of the full name, driver license number, and social security number of all employees or agents (hereinafter "Employee List") of selected bidder who may be present on the premises of the City of Kissimmee (hereinafter "Premises") on behalf of selected bidder. Selected bidder shall update the Employee List prior to any unlisted employee or agent entering the Premises on behalf of selected bidder. Selected bidder shall obtain a Level 1 criminal background check (hereinafter "Background Check") on all employees or agents who may be present at the Premises on behalf of selected and shall provide Background Checks to the City upon request of the City. Selected bidder shall pay for any costs associated with obtaining any Background Check required under this RFP. No employee or agent of selected bidder shall enter the Premises on behalf of selected bidder unless selected bidder has obtained a Background Check for that agent or employee and the Background Check shows that the agent or employee does not have any criminal history record listed in Fla. Stat. s. 435.04(2). The City, in the City's sole discretion, may waive this requirement for any employee or agent of selected bidder whose criminal history involves a misdemeanor or third-degree felony violation of an offense listed in Fla. Stat. s. 435.04(2).

3.2 COMPENSATION

The awarded concessionaire will pay the City of Kissimmee a minimum compensation in the amount of 3% of gross sales. Payment to the City must be made no later than the 10th of every month for the previous month. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then

City may terminate the contract and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due. Selected bidder shall submit to the City on or before the 10th day of each month a monthly revenue report documenting all gross sales made pursuant to the contract for the preceding month.

3.3 TERM OF CONTRACT

Any contract resulting from this solicitation will be for a period of 12 months renewable for 12 additional months by mutual consent, for up to an additional 24 months total. **Note: Sample contract on pages 17 – 30.**

3.4 Evaluation and Selection Process Review/Interview:

Proposals will be reviewed by the RFP Review and Selection Working Group based on the following point criteria;

Evaluation Criterion	Maximum Points per Evaluation Criterion
Overall completeness and quality of submission. Verification of availability of vessel Price point for Kissimmee EcoTours	5 10 10
Verification of availability and expertise of qualified personnel Past Contract with the City of Kissimmee and/or other governmental jurisdictions .	10 10
Relevant company experience in undertaking projects of similar scope, complexity, importance and value.	35
References Financial benefit to the City (a minimum compensation in the amount of 3% of gross sales)	10 10
Maximum Technical Evaluation Points	**100**

3.5 Please provide information to all questions below. Answers may be given in the space provided or on separate sheets with supporting information as necessary. Proposals will be evaluated and scored based on these responses.

Applicant Information:

Company Name: _____

Contact Person: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

1. Please describe your organization including how long your business has been in existence under your control and/or ownership.

2. Attach information on other locations you currently operate or have operated in the last three years. Include the name of the specific representative of the company or municipality you leased space from and business phone number for each location. In addition, provide a minimum of three business related references including the business name, contact person, and current daytime phone number.

3. Please indicate if you or any other principal in your organization has been involved in a legal dispute related to your business operations. If applicable, describe the status or disposition of the lawsuit.

4. Has the owner or officer of your company ever been declared bankrupt (voluntary or involuntary) or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.

5. Describe concessionaire's training and experience in Eco Tour business operations. Please attach list of proposed staff and any current certifications relating to business operations (resumes)

6. Describe or provide photos of the Eco Tour vessel and all pertinent registration information along with make, model etc.

7. Attach a complete listing of proposed tour fees, including any and all services provided, and the proposed length and route of tour options.

8. If awarded this contract, can you commit to opening the facility by December 1, 2024?

_____Yes
_____No

9. What is your business plan for enhancing the sales and/or operations? Attach any promotional or marketing materials.

10. Attach a copy of all applicable licenses and permits or an explanation of how you plan to obtain.

11. Attach any additional comments you feel relevant in assisting the City with the selection of your company as the eco tour concession operator

---

Submitted by (Print Name):

_____

Submitted by (Signature):

_____

Position Title:

_____

Date:
_____/_____/_____

NOTICE

RFP2025-001

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____

Phone Number: (___) _____
Fax Number: (___) _____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____
_____
_____
_____

_____
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(Print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(Print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public) ___personally known or ____ produced identification. Type of identification produced_____

CONCESSION LICENSE
FOR PONTOON BOAT ECOTOUR CONCESSION SERVICES
AT THE KISSIMMEE LAKEFRONT PARK MARINA

THIS LICENSE is made and entered into this _____ day of _____, 2024, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City" or "Licensor"), and [enter name of Licensee and address], and Selected Bidder, a Florida corporation, (hereafter referred to as "Licensee"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, the City solicited proposals for pontoon boat EcoTour concession services at the City of Kissimmee Lakefront Park Marina (hereinafter "Project") pursuant to City of Kissimmee Request for Proposal No. RFP2025-001, (hereinafter referred to as "RFP"); and

WHEREAS, Licensee submitted a proposal (hereinafter referred to as "Proposal") representing that Contractor is able to satisfactorily complete the Project according to the terms and conditions of the RFP; and

WHEREAS, City has chosen Licensee as the Selected Bidder for RFP and desires to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this License, the RFP, which is attached hereto as Exhibit A, and the Proposal, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this License, Exhibit A, and Exhibit B, in that order.

3. **PREMISES.** City hereby grants Licensee a non-exclusive license to conduct the activities described in Section 6, Use, at the following properties (hereinafter "Premises"):

    a. Designated boat slips at the Marina at Lakefront Park, 201 Lakeview Drive, Kissimmee, FL 34741

    The exact location of the boat slips at the Premises will be determined by City and Licensee by mutual agreement prior to the commencement of this License.

4. **TERM.** This License shall be for an initial period of thirty-six (36) months, commencing on the effective date of this License. The Parties may renew the License for up to two (2) additional twelve (12) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City.

5. **RENTAL FEE.** Licensee shall pay to the City on or before the 10th day of each month pay ___ of all gross sales, including EcoTour tickets and sales of prepackaged food, water, and non-alcoholic beverages, made pursuant to this License for the preceding month, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel this License and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due. Licensee shall submit to the City on or before the 10th day of each month a monthly revenue report documenting all gross sales made pursuant to this License for the preceding month.

6. **USE.** Licensee agrees to perform the concession services specified in the RFP, Exhibit "A" attached hereto, on the Premises during the entire term of this License utilizing pontoon boats, unless prevented from doing so by causes beyond Licensee's control, and to conduct its business at all times in a reputable manner. Licensee may sell prepackaged food, water, and non-alcoholic beverages if approved by the City. Licensee may not sell alcoholic beverages. Licensee shall acquire and maintain all licenses and permits necessary to perform the activities specified in the Scope of Work. Licensee shall make no unlawful, improper or offensive use of Premises. All rights of License hereunder may be terminated by the City immediately in the event that any other use be made thereof.

7. **LIFE JACKETS AND PERSONAL FLOTATION DEVICES.** Licensee shall provide one life jacket or personal flotation device of a proper size for the intended wearer, that is in serviceable condition, that is within easy access, that is United States Coast Guard Approved and has a performance level of at least 70 for each passenger on a pontoon boat operated under this License. Licensee shall require all persons under 6 years of age on board any pontoon boat to wear a personal flotation device that is currently approved by the United States Coast Guard. Licensee shall carry, store, maintain, and use safety equipment in accordance with current United States Coast Guard safety equipment requirements.

8. **POSSESSION.** Licensee shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to the full use of Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by the Parties. Upon expiration or termination of this License, Licensee shall surrender and yield possession of the Premises to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Licensee's control and not due to the Licensee or it's employees' fault or negligence. If the Premises are unreasonably damaged, then the City shall demand reimbursement from Licensee within ten (10) days of termination or expiration and Licensee shall make such payment within ten (10) days of receipt of said demand.

9. **HOURS OF OPERATION.** The marina is open from dawn to 10 p.m. Licensee's Hours of Operations may be daily from dawn to 10 p.m. and may be chosen by Licensee provided that Licensee performs the concession services specified in the RFP, Exhibit "A" seven days a week and offers at least one (1) tour each day unless the City adjusts Licensee's Hours of

Operation pursuant to this Section or Licensee determines that the concession services are not feasible due to weather conditions. Licensee shall ensure tours cease and all customers have disembarked from the pontoon boat prior to 10 p.m. each day. The City may adjust Licensee's Hours of Operation at either Premise upon seven (7) days notice to accommodate a program or event held at the Premise. The City may immediately and without notice require Licensee to cease business operations for the day in the event that the City determines that the weather conditions pose a safety risk to passengers. The City may agree in writing to adjust Licensee's Hours of Operation at the request of Licensee.

10. **TAXES, FEES AND ASSESSMENTS.** If any rental, sales or similar taxes, fees, or special assessments are levied upon the Premises due to the existence of this License, then Licensee shall pay all such taxes so imposed.

11. **SANITATION.** Licensee shall maintain the Premises and any equipment offered for rent under this License in a clean, orderly, and sanitary condition. Licensee shall comply with all hygiene codes and standards of the Florida Departments of Business and Professional Regulation(DBPR), Agriculture and Consumer Services (DACS) Regulations, and Health (DOH) regulations that are applicable to this Licensee. Licensee shall collect and properly package dry refuse from the Premises and place the packed refuse at the site(s) on Premises designated by City for refuse collection.

12. **MAINTENANCE AND SERVICES.** City shall have the right to enter upon the Premises for the purpose of inspecting, conducting tests, or for making repairs to the Premises or to any property owned or controlled by the City therein. If feasible, such repairs shall not unduly interfere with Licensee's business. Licensee shall comply with all City policies and standards regarding facility infrastructure. Licensee shall maintain the Premises in good repair and in a clean, neat, orderly, and sanitary condition.

    City shall inspect the Premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Licensee may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are owned by the City or other obligations as set forth in this License.

    Licensee shall permit inspection of the Premises by any county, state, or federal regulatory agency. Licensee shall notify the City, in writing, within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Premises. The City may be present during any inspection by any local, state, or federal regulatory agency.

    Licensee shall provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Licensee's responsibility or the need of the aforementioned structural repairs or replacements within twenty-four (24) hours. Licensee shall be responsible for any such repairs described in this paragraph if resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers, or clients.

    In the event City pays any monies required to be paid by Licensee hereunder, City shall demand repayment of same from Licensee within ten (10) days of payment and Licensee

shall make such payment within ten (10) days of receipt of said demand. Licensee's failure to timely reimburse shall be deemed a breach of this License.

13. **EQUIPMENT.** Licensee shall provide all necessary items and equipment necessary to fulfill the obligations of this Licensee. Licensee shall maintain all boats and equipment necessary to fulfill the obligations of this License in good working order and repair. City may inspect, without notice to Licensee, any boat or equipment utilized to fulfill this Licensee to ensure that the equipment is in good working order and repair. If City, in its sole opinion, determines any boat or equipment used in connection with this License is not in good working order and repair, Licensee shall immediately cease any use of the boat or equipment until, in the sole opinion of the City, such equipment has ben restored to good working order or repair.

14. **SIGNS.** Licensee agrees that any signs, brochures, menu boards, advertising, or print material to be used in connection with the Premises must have the City's written approval before installation or dissemination.

15. **BACKGROUND CHECKS.** Prior to the commencement of this License, Licensee shall provide the City a comprehensive listing of the full name, driver license number, and social security number of all employees or agents (hereinafter "Employee List") of Licensee who may be present at the Premises on behalf of Licensee. Licensee shall update the Employee List prior to any unlisted employee or agent entering the Premises on behalf of Licensee. Licensee shall obtain a Level 1 criminal background check (hereinafter "Background Check") on all employees or agents who may be present at the Premises on behalf of Licensee and shall provide Background Checks to the City upon request of the City. Licensee shall pay for any costs associated with obtaining any Background Check required under this License. No employee or agent of Licensee shall enter the Premises on behalf of Licensee unless Licensee has obtained a Background Check for that agent or employee and the Background Check shows that the agent or employee does not have any criminal history record listed in Fla. Stat. s. 435.04(2). The City, in the City's sole discretion, may waive this requirement for any employee or agent of Licensee whose criminal history involves a misdemeanor or third-degree felony violation of an offense listed in Fla. Stat. s. 435.04(2).

16. **MODIFICATIONS TO PREMISES.** City grants Licensee the use of Premises "as is." Licensee shall not make any structural modifications, alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to the Premises.

    Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the City in the Premises or on the building or other improvements thereon, and Licensee shall notify all materialmen, contractors, artisans, mechanics and laborers and other person contracting with Licensee with respect to Premises or any part thereof that they must look to Licensee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

    In the event of the filing of any Claim of Lien, Licensee shall promptly satisfy same or transfer it to a bond, and Licensee shall in any event protect the City's interest in underlying real estate and shall hold the City harmless against any such claims.

17. **TERMINATION FOR CONVENIENCE.** This License may be terminated either party, with or without case, for any reason whatsoever, upon ninety (90) calendar days' written notice.

18. **TERMINATION FOR CAUSE.** If either party wishes to terminate this License for cause (hereinafter "terminating party") due to a breach of this License by the other party (hereinafter "breaching party"), then the terminating party must provide the breaching party with written notice of said failure to perform. The terminating party must give ten (10) working days from the breaching party's receipt of the Notice to Cure for the breaching party to cure or take reasonable action to commence to cure the performance concerns specified. If breaching party does not take appropriate action within the ten (10) day period, then the terminating party may issue a Final Notice to Cure. The breaching party will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the terminating party can terminate the License.

Notwithstanding the foregoing, City may immediately terminate this License, without providing Licensee with notice of default or opportunity to cure, if City determines that Licensee has failed to comply with any of the terms and conditions of this License related to background checks, safety, indemnification, or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee, but without an opportunity to cure, if City determines Licensee knowingly furnished any representation, warranty, or certification in connection with the solicitation of Licensee's bid or this License, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this License by providing written notice to Licensee if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

In the event this License is terminated for cause and the City is the terminating party, any monies due from Licensee during the term of this License or any extension thereof, shall, at the option of the City, become immediately due and payable in full. Following termination, the City may immediately retake full possession of the Premises and repair or alter the Premises in such manner as City may deem necessary or advisable to re-license the Premises. Should City need to repair or alter the Premises in such a manner, City shall be entitled to recover damages.

19. **INSURANCE.** Licensee, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

    a. **Workers Compensation**: Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

    b. **Comprehensive General Liability (CGLI)**: CGLI coverage with limits not less than $2,000,000.00 for each occurrence or CGLI with limits not less than $1,000,000.00

for each occurrence and Umbrella Insurance in excess of the CGLI of not less than $1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than $2,000,000.00.

c. **Comprehensive Automobile Liability**: Comprehensive Automobile Lability coverage for all owned and non-owned vehicles with limits not less than $1,000,00 for each occurrence.

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

20. **WAIVER OF SUBROGATION.** Licensee releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Licensee under this License. Licensee agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

21. **PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of License shall be at the sole risk of Licensee and City shall not be liable to Licensee or any other person for any injury, loss, or damage to property or to any person on said Premises.

22. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign, sublet, or in any manner transfer this License or any portion hereof without the express written consent of the City, however Licensee may assign this License to a successor by merger, to an entity that acquires substantially all of Licensee's assets, or to an affiliate that controls, is controlled by, or is under common control with Licensee without City's consent.

23. **INDEMNIFICATION.** The parties agree that (1%) of the total value of consideration furnished to Licensee under this Licensee constitutes specific consideration to Licensee for the indemnification to be provided under this License. To the extent permitted by law, Licensee, hereby shall indemnify and hold harmless the City of Kissimmee, its past, present, and future officers, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Licensee, loss of life, bodily or personal injury, or property damage, including loss of use therefrom, directly or indirectly caused by, resulting from or arising out of or occurring in connection with the performance of this License by Licensee, its officers, employees, or agents, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City, its past present, and future officers, employees, and agents. Notwithstanding, nothing in this License shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28.

24. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by any public authority by eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and any applicable fees shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day Licensee shall have the right either to terminate this License or to continue in possession of the remainder under the same terms provided in this License, except the rental fee shall be reduced in proportion to the amount of the Premises taken. If Licensee shall fail to terminate this License within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, and this License shall continue for the remainder of the term. If Licensee exercises its right to cancel, all advanced fees paid by Licensee shall be adjusted to the date of said taking. If Licensee fails to exercise its right to cancel, Licensee shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking. Licensee shall receive notice of the commencement of condemnation proceedings within thirty (30) days of the City's notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by the City.

25. **DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Licensee, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written noticed delivered to Licensee within thirty (30) days after such destruction or damage, elect to rebuild or repair Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Licensee may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.

26. **BREACH.** Failure of Licensee or the City to perform the covenants, conditions, or provisions of the License shall constitute a material default and breach of the Licensee. In the event of any default, the City or the Licensee has the right to seek termination of this License in accordance with the provisions of the Termination for Cause Section above.

27. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Steve L. Lackey** **Parks and Recreation** **101 Church Street, Suite 330** **Kissimmee, FL 34741**	**Licensee**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Licensee to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

28. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this License, nor any failure of the City to exercise any right or remedy under this License shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

29. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

30. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

31. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

32. **ATTACHMENTS.** Attachments to this License shall be deemed to be incorporated into this License as if fully set forth verbatim into the body of this License.

33. **NO THIRD PARTIES BENEFICIARIES.** This License shall inure to the benefit of the Parties to this License and is for the exclusive benefit of said Parties. This License shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Licensee.

34. **RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LICENSE.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the

relationship of City and Licensee.

35. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this License, Licensee will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Licensee shall be, at all times, employees of Licensee under its sole discretion, and not an employee or agent of City. Licensee shall provide competent employees. City may require Licensee to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

36. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this License. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

37. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times, including Chapters 327 and 328, Florida Statues, and all applicable United States Coast Guard Rules and Regulations. The Concessionaire shall obtain and maintain all appropriate City and County permits and State licenses required to provide concession services under this License. Concessionaire's failure to comply with this Section will result in immediate suspension and or cancellation of this License.

38. **HAZARDOUS SUBSTANCES.** Licensee shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Licensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal maintenance use. If Licensee learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Licensee shall promptly take all necessary remedial action in accordance with environmental law.

    As used in this Paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "environmental law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

39. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

40. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this License. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

41. **PUBLIC RECORDS.** The Licensee acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this License. As such, the Licensee shall keep and maintain public records required by the City to perform the service.

If the Licensee has questions regarding the application of Chapter 119, Florida Statutes, to the Licensee's duty to provide public records relating to this License, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

a. If the City's Custodian of Records requests records from the Licensee, the Licensee shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Licensee shall 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 License term and following completion of the License if the Licensee does not transfer the records to the City.

c. Upon completion of the License, the Licensee shall transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the License, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the License, the Licensee shall meet all applicable requirements for retaining public records. All 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 systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the License.

d. Upon notice to the Licensee of a request to inspect or copy public records relating to a City license, the Licensee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Licensee does not comply with the City's request for records, such failure shall constitute a material breach and the License shall terminate upon notice by the City.

f. A Licensee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

42. **NON-DISCRIMINATION.** Licensee shall not discriminate against any customer, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, gender identity, national origin, physical or mental disability, marital status or medical status. Licensee shall comply with all applicable sections of the Americans with Disabilities Act. Licensee agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Licensee, its successors, transferees, and assignees, for the period during which services are provided. Licensee further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

43. **ENTIRE LICENSE.** This License constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This License also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

SAMPLE

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2024.

Licensee:

By: _____

WITNESS AS TO LICENSEE:

By: _____

_____

CITY OF KISSIMMEE

By: _____
Mike Steigerwald, City Manager

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

SAMPLE

EXHIBIT A

RFP

SAMPLE

EXHIBIT B

PROPOSAL

SAMPLE

EXHIBIT B

PROPOSAL

OSCEOLA COUNTY

1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
osceola.org

REAL ESTATE
MANAGEMENT COUNTY

O: 407.742.0565
F: 407.742.0560

Paul Satchfield
Director

Sandra Boemler
Real Estate

Karen Schaack
Right of Way

City of Kissimmee
Purchasing Division
101 Church Street
Kissimmee, FL 34741

November 21, 2024

RE: Pontoon Boat Eco Tour Concession Services

To Whom It May Concern,

I am writing to provide a reference for A-Ultimate Airboat & Eco-Tours, LLC d/b/a Marsh Landing Adventures, LLC, who has been a concessionaire for Osceola County operating airboat and eco tours for the past 12 years. During this time, they have consistently demonstrated compliance with the terms of the lease agreement and provided opportunities for both citizens and tourists to see the diversity of plant and wildlife on our Kissimmee waterways.

Please feel free to contact me if you have any questions by email at sandra.boemler@osceola.org or by phone at 407-742-0305.

Sincerely,

Sandra Boemler
Real Estate & Asset Manager for Osceola County

REQUEST FOR PROPOSAL

I. The CITY OF KISSIMMEE is keeping SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2025-001 – Pontoon Boat EcoTour Concession Services**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and one (1) electronic copy on the CD or Flash Drive.

III. To be considered proposals MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before November 22, 2024 at 2:00PM.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM November 22, 2024.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgement, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceeding, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposers' acknowledgment that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared nonresponsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interface with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING – (DOES NOT APPLY)

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dated must be shown on the proposal, such as "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and/or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line-item basis; and accept the proposal which in its judgement, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street, Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to an accepted by the City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposer's request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarding as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation

will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
B. That the proposer has not divulged or discussed his offer with other proposers.
C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of

CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence-

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.
Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 287.133,F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY

The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of the technical specifications and/or nontechnical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 THE CITY OF KISSIMMEE HAS A LOCAL VENDOR PREFERENCE POLICY

When the written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the

next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 SITE VISIT

N/A

2.8 FEES AND LICENSURE COST

This bid requires the following fees/licensure, proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.9 FACILITY INFORMATION

The following facility information is provided to help concessionaires develop a proposal that will meet the facilities service needs.

A. Kissimmee Lakefront Park Marina 69
Lakeview Dr.
Kissimmee, FL 34741

The exact meeting point or location of the kiosk will be determined by Parks and Recreation staff and winning bidder.

2.11 SCOPE SERVICES

It is the City's intent to enter into a concessionaire agreement for **pontoon boat** Eco tour operator services on city owned property on Lake Toho to accommodate the general public and tourists in the area. Tour boats with a minimum capacity of Fifteen (15) passengers will be considered. Hours of operation will be negotiated with the city.

2.12 This RFP contains pages 1 - 30. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

3.0 CITY RESPONSIBILITIES

1) City will provide designated location for concessionaire's pontoon boat to be moored. Electricity and water are available.
2) City will allow utilization of City docks for loading and unloading of passenger during designated hours.
3) Concessionaire and customers will have access to public parking. Concessionaire will not be allowed to permanently park vehicles at the park. The city will work with the Concessionaire to determine the location of public parking best suited for their use.

4) Concessionaire and customers will have access to exterior public restroom at Big Toho Marina.

3.1 CONCESSIONAIRE RESPONSIBILITIES

Concessionaire will provide passengers tour or transport in a safe and professional manner.

In conduction the Tour operations, concessionaire will be required to:

- Obey all marine, USCG, and other pertinent rules and regulations for safe vessel operation and rules and regulations for operating around wildlife.
- Execute pre and post trip logistics of tours: vessel and gear inspection, fueling, route planning, gear packing, food and entertainment.
- Provide pre-trip passenger briefing;
- Selected bidder's hours of operations may be daily from dawn to 10 p.m. and may be chosen by selected bidder provided that selected bidder offers at least one (1) tour each day of the week unless selected bidder determines that tours are not feasible due to weather conditions.
- Monitor weather conditions. The City may immediately and without notice require selected to cease business operations for the day in the event that the City determines that the weather conditions pose a safety risk to passengers;
- Provide first aid as required;
- Operate the pontoon boat in a manner that is safe and appropriate for the conditions such as, weather, and the health and physical consideration of passengers on board;
- Onshore pre-trip preparations and onshore post-trip cleanup;
- Record keeping in boat logs, trip logs and other reports (incidents) as required or necessary.

A. Concessionaire shall provide a method for the public to book a tour in advance. The city prefers that such advance rental may be made through online booking.
   i www.Floridaevergladeseco-toontours.com
   ii www.orlandoevergladetours.com
   iii Get Your Guide
   iv Viator
   v Groupon

B. Concessionaire shall comply with all applicable Local, State and Federal laws, including those relating to required permits, ordinances, health codes as well as equal employment opportunity and non-discrimination in the provision of services.
   i In full compliance with all State, Federal, Local and EOA regulations.

C. Concessionaire shall furnish all necessary labor and equipment for the operations and provide rental preparations as requested by the customers. Concessionaire shall also be responsible for the collection of all fees, contracts and records for the operation.
   i Personal, vessel, safety ramp, provided
   ii Booking and Reservations recorded through email and phone and maintained on Google Calendar

D. Concessionaire shall accept at minimum cash, MasterCard, and Visa payments in exchange for Equipment rentals, and shall have a functioning device capable of accepting credit and debit card transactions while Concessionaire is open to the public.
    i All major credit cards processed through Clover Register
    ii Merchant Services
    iii Cash accepted

E. Concessionaire shall be financially and legally responsible for any repairs to Concessionaire's or City's property due to general use or Concessionaire's own negligence. Concessionaire may not shift such responsibility to Concessionaire's customers.
    i We agree to upkeep and repairs to city's property under general use and/or negligence.

F Concessionaire shall be responsible for all self-contained maintenance and trash removal required for adequate operation of the facility.
    i Vessel cleaned and inspected daily, trash disposed of in the dumpster onsite.

G Concessionaire shall provide life safety provisions and boater safety education for all passengers.
    i Lifejackets and Throw Ring onboard
    ii Captain required to give safety instructions to all guests before they start the tour. (Safety instructions are on fire, man overboard, injury, grounding, collation and sinking and more, please see attached Shipboard Safety Plan)

H Liability Waiver – Concessionaire shall require that all customers sign the provided liability waiver prior to using watercraft.

I All watercraft operated under this agreement, shall be subject to all maritime and traffic rules and all other laws, ordinances, rules and regulations which may pertain to the operation watercraft, now in effect and hereafter enacted or adopted by the city, county state, or federal government.
    i. All captains abide by maritime and traffic rules adopted by City, County, State and Federal government.

J The City reserves the right to block out dates, limit hours of operation, or authorize other vendors that may compete with the successful respondent as a result of special events taking place at the Kissimmee Lakefront Park.
    i We request advanced notice so we can reschedule any tours already scheduled.

K Concessionaire may also provide prepacked food, water, and non-alcoholic beverages with preapproval from the City of Kissimmee.
    i We agree.

L Concessionaire shall provide City with detailed monthly revenue report with itemized sale receipts.

i We agree to supply monthly reports to the City of Kissimmee

M. Concessionaire shall not sublet or assign any right under this License.
i. We agree to no sublet or assign any right under this License

N. Concessionaire shall pay and report all appropriate state and federal taxes accrued as a result of sales made under this License.
i. We agree.

O. Selected bidder at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

a. **Workers Compensation**: Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.
i South East Personal Leasing

b. **Comprehensive General Liability (CGLI)**: CGLI coverage with limits not less than $2,000,000.00 for each occurrence or CGLI with limits not less than $1,000,000.00 for each occurrence and Umbrella Insurance in excess of the CGLI of not less than $1,000,000.00. Such policies shall include product liability coverage and such coverage shall be noted on the Certificate of Insurance. If such policies do not include product liability coverage, Licensee shall maintain Products Liability coverage with limits not less than $2,000,000.00.
i Farm Bureau

c. **Comprehensive Automobile Liability**: Comprehensive Automobile Lability coverage for all owned and non-owned vehicles with limits not less than $1,000,00 for each occurrence.
i We do not have automobiles for the business

Said policies shall name the City as an additional insured. Licensee shall provide proof of this insurance to the City within ten (10) days after the signing of this License by the Parties.

EMPLOYEES INFORMATION/CRIMINAL HISTORY

The successful bidder shall provide the City a comprehensive listing of the full name, driver license number, and social security number of all employees or agents (hereinafter "Employee List") of selected bidder who may be present on the premises of the City of Kissimmee (hereinafter "Premises") on behalf of selected bidder. Selected bidder shall update the Employee List prior to any unlisted employee or agent entering the Premises on behalf of selected bidder. Selected bidder shall obtain a Level 1 criminal background check (hereinafter "Background Check") on all employees or agents who may be present at the Premises on behalf of selected and shall provide Background Checks to the City upon request of the City. Selected bidder shall pay for any costs associated with obtaining any Background Check required under this RFP. No employee or agent of selected bidder shall enter the Premises on behalf of selected bidder unless selected bidder has obtained a Background Check for that agent or employee and the Background Check shows that the agent or employee does not have any criminal history record listed in Fla. Stat. s. 435.04(2). The City, in the

City's sole discretion, may waive this requirement for any employee or agent of selected bidder whose criminal history involves a misdemeanor or third-degree felony violation of an offense listed in Fla. Stat. s. 435.04(2).

3.2 COMPENSATION

The awarded concessionaire will pay the City of Kissimmee a minimum compensation in the amount of 3% of gross sales. Payment to the City must be made no later than the 10th of every month for the previous month. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may terminate the contract and begin procedures to collect fees. The late fee is applicable for each and every payment which is past due. Selected bidder shall submit to the City on or before the 10th day of each month a monthly revenue report documenting all gross sales made pursuant to the contract for the preceding month.

3.3 TERM OF CONTRACT

Any contract resulting from this solicitation will be for a period of 12 months renewable for 12 additional months by mutual consent, for up to an additional 24 months total. **Note: Sample contract on pages 17 – 30.**

3.4 Evaluation and Selection Process Review/Interview:

Proposals will be reviewed by the RFP Review and Selection Working Group based on the following point criteria;

Evaluation Criterion	Maximum Points per Evaluation Criterion
Overall completeness and quality of submission. Verification of availability of vessel Price point for Kissimmee EcoTours	5 10 1 0
Verification of availability and expertise of qualified personnel Past Contract with the City of Kissimmee and/or other governmental jurisdictions .	10 10
Relevant company experience in undertaking projects of similar scope, complexity, importance and value.	35

References	**10**
Financial benefit to the City (a minimum compensation in the amount of 3% of gross sales)	**10**
Maximum Technical Evaluation Points	**100**

3.5 Please provide information to all questions below. Answers may be given in the space provided or on separate sheets with supporting information as necessary. Proposals will be evaluated and scored based on these responses.

Applicant Information:

Company Name: Florida Everglades Eco-Toon Tours LLC

Contact Person: Yvette Passmore Title: Mgn/ manger

Mailing Address: 3450 Seaman Ave St Cloud Fl 34772

Phone: 813-451-5942 Email: Fleettours@gmail.com

1. Please describe your organization including how long your business has been in existence under your control and/or ownership.

This family owned business started 3-2023 with the goal to serve as a resource to educate and protect the Florida Everglades thru ecotourism. Our 44' pontoon can passenger 17 guests plus 2 crew at this time. It is equipped with unique equipment that allows us to navigate through even the thickest terrain with little impact on the environment and keeping safety a priority. We are handicap accessible, family and pet friendly. During our tours, our experienced Master Captain of 15 years along with first mate, will educate on the various wildlife with focus on endangered species, flora and the various factors that make up the Headwaters of the Everglades. While on the journey we include history about Kissimmee its Lakefront and surrounding islands, communties and parks.

2. Attach information on other locations you currently operate or have operated in the last three years. Include the name of the specific representative of the company or municipality you leased space from and business phone number for each location. In addition, provide a minimum of three business related references including the business name, contact person, and current daytime phone number.

Currently Captain Christopher Passmore works with our sister company
Marshlanding Adventures Airboat Tours
2830 Neptune Road, Kissimmee, FL 34772 (407) 572-3561

This company is contracted with Oceola County and works from Partins Park and is in good standards.

Please see attached letters of references as requested.

3. Please indicate if you or any other principal in your organization has been involved in a legal dispute related to your business operations. If applicable, describe the status or disposition of the lawsuit.

None

4. Has the owner or officer of your company ever been declared bankrupt (voluntary or involuntary) or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.

No

5. Describe concessionaire's training and experience in Eco Tour business operations. Please attach list of proposed staff and any current certifications relating to business operations (resumes)

Please see attached supporting documents
Captain Chrisopher Passmore is a Master Captain since 2011 specializing in ecotourism.
First Mate Yvette Passmore has extensive sales background and a record to support success
Terri Miller Manager of Marshlanding Airboat Tours 2016 has website, ticketing and social media experience.

More staff will be provided as the needs of the company demand.

6. Describe or provide photos of the Eco Tour vessel and all pertinent registration information along with make, model etc.

Please see attached supporting documents as requested.

7. Attach a complete listing of proposed tour fees, including any and all services provided, and the proposed length and route of tour options.

Please see attached supporting documentation as requested.

8. If awarded this contract, can you commit to opening the facility by December 1, 2024?

__X__ Yes
_____ No

9. What is your business plan for enhancing the sales and/or operations? Attach any promotional or marketing materials.

Please see attached business plan and current marketing brochure. Once contract is completed, we will be rolling out a new brochure that will include City of Kissimmee places of interest.

10. Attach a copy of all applicable licenses and permits or an explanation of how you plan to obtain.

Please see attached existing requested documentation.

11. Attach any additional comments you feel relevant in assisting the City with the selection of your company as the eco tour concession operator

We are committed to ecotourism while prioritizing environmental preservation, and support local communities. This would give us an opportunity to share the Everglades with the residents of Kissimmee and help connect families, communities, veterans and our seniors from all over the world. As owners of the marina and fishing fanatics, we share in a common interest and that is to be a resource to the Everglades for everyone.

Submitted by (Print Name):

Yvette Passmore

Submitted by (Signature):

Yvette M Passmore

Position Title:

Owner & Manager

Date:

11 / 20 / 2024

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drugfree workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this 20th **day of** November **20**24**; personally appeared**

(Print name) Yvette Passmore **being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:**

(Print name of company) Florida Everglades Eco Tour Tours LLC **MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.**

. Yvette M Passmore
Signature of Affiant

. Yvette Passmore
Typed/Printed Name of Affiant

. 3450 Seaman Avenue
. Saint Cloud, FL 34772
Address of Affiant

MARIA ROJAS
Notary Public
State of Florida
Comm# HH445344
Expires 9/19/2027

State of Florida
County of Osceola

Sworn to (or affirmed) and subscribed before me this 20th **day of** NOV **20**24**by**

. _____ **(Signature of Notary Public-State of Florida)**

. Maria Rojas
(Print, Type, or Stamp commissioned name of notary public) ___ **personally known or** ✓ **produced identification. Type of identification produced** FLDL

Christopher Passmore
270-438-6169
3450 Seaman Ave
St Cloud, Fl 34772
fleettours@gmail.com

Resume'

From 1992 to 2001
I served as the Vice President of Passmore Mobile Transit, Inc.,
Where I played a pivotal role in streamlining operations and enhancing service delivery across a vast logistical network. My responsibilities included negotiating contracts with manufacturers to secure favorable terms that facilitated efficient supply chain management. I oversaw the dispatch of trucks and loads, directly coordinating with drivers and dealers to ensure timely deliveries across at least 15 states. Additionally, I maintained effective communication with state permitting offices, ensuring compliance with regional regulations and fostering smooth operational processes. During this period, I managed a fleet of 125 trucks and a workforce of 300 employees, emphasizing safety, efficiency, and employee engagement to drive company growth and customer satisfaction.

From 1997 to 2010,
I served as the Owner and President of True Value Homes of Kentucky, Inc., where I spearheaded the sales of manufactured homes, transforming the company into a respected leader in the industry. During this period, I implemented a comprehensive strategy for the scheduled delivery and setup of homes, effectively coordinating the efforts of three dedicated crews to ensure timely and efficient installations. My hands-on approach extended to managing payroll and billing operations, where I prioritized accuracy and transparency to maintain positive relationships with both employees and clients. This commitment to excellence not only streamlined company operations but also enhanced customer satisfaction, establishing True Value Homes as a trusted name in Kentucky's manufactured housing market.

From 2005 to 2010,
I served as a co-owner of Prestige Title Company, LLC, where I played a crucial role in facilitating seamless real estate transactions. My responsibilities included conducting comprehensive title searches, which ensured the clear transfer of property ownership and mitigated potential legal disputes. In addition to preparing loan closings, I successfully fulfilled closing requirements for a diverse portfolio of clients, including prominent institutions such as GreenTree Financial, Bombardier, Deutsche Bank, Oakwood Acceptance, and South Central Bank of Kentucky. This multifaceted experience not only honed my expertise in the intricacies of the title industry but also reinforced my commitment to maintaining the highest standards of accuracy and client satisfaction in all aspects of the closing process.

In 2011,
I successfully obtained my Coast Guard Master Mariners License, which qualifies me to operate vessels up to 50 tons, further ensuring compliance with maritime regulations and safety standards. This credential is complemented by a tow endorsement, highlighting my proficiency in vessel towing operations—an essential skill in navigating challenging maritime conditions. Additionally, I honed my expertise in vessel recovery, equipping me with the techniques necessary to safely recover vessels in distress. My training as a diver, particularly in underwater recovery operations, enhances my capability

to respond effectively to emergencies in marine environments. This combination of qualifications underscores my commitment to maritime excellence and operational safety.

From 2011 to 2015,
Orlando Bass Fishing Guide Service, LLC emerged as a premier destination for fishing enthusiasts seeking exceptional bass fishing experiences on West Lake Tohopekaliga and its surrounding lakes. The company specialized in providing comprehensive booking and fulfillment services, tailored to meet the diverse needs of clients. With a team of experienced and knowledgeable guides, Orlando Bass Fishing Guide Service ensured that every outing was not only productive but also enjoyable, offering clients the opportunity to engage with the region's rich aquatic ecosystem. The commitment to excellence in customer service, coupled with an intimate understanding of local fishing conditions, allowed the company to build a loyal clientele and establish a reputation as a leader in the bass fishing industry.

Since 2011,
Marsh Landing Adventures, Inc. has proudly positioned itself as a cornerstone of ecotourism in the breathtaking landscapes of the Everglades, Osceola County, and Kissimmee. As an airboat captain and ecotourism specialist, I am dedicated to enriching the experiences of locals and visitors alike, offering them an in-depth education about the unique ecosystems and diverse wildlife that define this remarkable region. My role transcends the mere act of guiding tours; it involves fostering a deeper appreciation for the intricate balance of nature, while simultaneously promoting sustainable practices that protect these precious environments. Through engaging storytelling and immersive experiences, I strive to connect people from all walks of life and from across the globe to the natural beauty and heritage of our surroundings, ensuring that both our natural treasures and cultural narratives are celebrated and preserved for generations to come.

January 2023 to Present Date
Florida Everglades Eco-Toon Tours, LLC, co-founded by my wife and me, has embarked on an exciting journey within the eco-tourism sector. Our venture features a meticulously designed 14' x 43' pontoon, dedicated to offering educational tours that delve into the rich history, ongoing research, and environmental responsibilities associated with the stunning Everglades ecosystem. Departing from the Kissimmee Steamboat Docks, we guide visitors through a variety of habitats, from the serene creeks to the scenic landscapes leading to the Keys. Our mission is to foster a deep understanding and appreciation for the intricate resources of this unique environment, engaging guests from all over the world and emphasizing the critical importance of conservation and stewardship of Florida's treasured wetlands. Through our tours, we aim to connect people with the natural world in a meaningful way, igniting a shared passion for preserving the Everglades for future generations

Yvette Passmore

Orlando, FL
yoles16@aol.com
+1 813 451 5942

Professional Summary

Highly motivated sales professional with extensive sales success with experience leveraging analytical and organizational abilities to drive results through planning, executing marketing and sales strategies to build a foundation for solid territory success. Self-motivated, strong growth minded and dedicated with the ability to lead others while promoting a positive working environment.

Work Experience

Respiratory Account Executive

Rotech Healthcare-Tampa, FL

September 2017 to Present

- Responsible for the sale of Wound care solutions, respiratory products, such as, oxygen, Vents, Cpap/bipap equipment. Calling points to Primary Care providers, Skilled Nursing Facilities, Pulmonary physcians, Hospitals and Wound Care clinics
- Cultivate physician and hospital relationships.
- Proactively approach business challenges applying strong problem solving skills, persistence, and resourcefulness to achieve positive results.
- Work collaboratively with provider networks to ensure ability to identify contracting needs and opportunities.
- Responsible for business development and expansion of network opportunities.

Account Manager

Medical Services of America

January 2017 to September 2017

- Responsible for home health services, such as, Skilled nursing, Physical therapy, Occupational therapy, Speech therapy, Medical social services, Home health aides, Disease state management, calling on physicians of multiple specialties.

Account Executive

American HomePatient

May 2014 to December 2016

- Cultivate physician and hospital relationships.
- Proactively approach business challenges applying strong problem solving skills, persistence, and resourcefulness to achieve positive results.
- Work collaboratively with provider networks to ensure ability to identify contracting needs and opportunities.
- Responsible for business development and expansion of network opportunities.
- Organize large events for networking as well as educational events.

Business Development/Physician Liaison

Signet Diagnostic Institute / Maru Diagnostic

March 2005 to May 2014

- Promoted Signet Diagnostic in a highly competitive territory.
- Proactively approach business challenges applying strong problem solving skills, persistence, and resourcefulness to achieve positive results.
- Build and maintain exclusive physician loyalty. Substantially increase revenue.
- Maintained consistent growth despite high turnover in center as well as territory.
- Responsible for business development and expansion of network opportunities.
- Negotiate insurance contracts for commercial and Medicare risk plans.

Financial Account Manager
Brown Back and Neck Care Clinic
November 1999 to March 2005

- Successfully managed all staff and operations for busy chiropractic office. Negotiated and closed all insurance contracts. Assisting the Physician in all patient care. Administer physiotherapy to patients.
- Insurance verification, Health, PIP, WC, Medicare & Medicaid
- Direct liaison with participating area attorneys. Successfully managed ever-changing PIP demands.
- Managed all aspects of accounts receivable and collections. Complete administrative tasks and filing all insurance claims.

Education

Hillsborough County Community College - Tampa, FL

Skills

- Sales
- Organizational skills
- Communication skills
- Business development
- Account management
- Hospital experience
- Computer skills
- Customer service
- Microsoft Excel
- Microsoft Word
- Marketing
- Negotiation
- Microsoft Outlook
- Healthcare management
- Territory management
- Cold calling
- Salesforce
- Microsoft Powerpoint

- Wound care
- Time management
- Medical sales
- Analysis skills

Certifications and Licenses

Driver's License

Sam Haught
3301 Lake Cypress Rd
Kenansville, FL 34739

November 18, 2024

To Whom It May Concern:

This is a letter of recommendation for Jim Passmore. I have had the privilege of working with Jim for 15 years in the airboat tour industry. He runs a great operation and is respected on the water. I have full confidence in his abilities as a leader and businessman.

If you have any questions, please call me directly at 407-697-8018 or email sam@wildfl.com

Best regards,



Sam Haught



American Bass Anglers
Couples Series – Florida Division 14
1429 Sara L Street
Kissimmee, Florida 34744

11/20/2024

To whom it may concern:

Hello, my name is Steve "Boogie" Brown, and I am the Tournament Director for the American Bass Anglers (ABA) Florida Couples Division. We are the only Couples Series in Florida, and our "Home" is right here in Central Florida. We host fishing tournaments, 10 a year, with 6 of them being held right here on the Kissimmee Chain of Lakes and out of the Kissimmee Lake Front.

This is our inaugural season and when organizing our schedule and event, I had the honor of working with Yvette and Chris Passmore, owners of the bait shop down at the Kissimmee Marina. Our first tournament was a success and the hospitality and support from the Passmore's was amazing. They opened their doors to me and the contestants and made everyone feel welcomed. Our events start before the sun comes up and their staff was on point. They run an organized and efficient business and because of that we have confidence that our future events held at the lakefront will be successful!

They are good people who take pride in our beautiful lakes. I feel they take pleasure in knowing that others enjoy our precious waterways whether they are anglers competing, local residence enjoying a day outside or a visitor from out of town. They show great knowledge of Lake Tohopekaligha and love to share it. They are certainly an asset to our community.

Thank you.

Steve Boogie Brown

Toho Marine Outdoors
Cindy Joint
3701 Friars Cove Lane
St. Cloud, Florida 34771
407-709-0618

November 19, 2024

To whom it may concern:

Please accept this letter as a character reference for Mrs. Yvette Passmore and Mr. Chris Passmore. Allow me to introduce myself. I am Cindy Joint. I have been a life long resident of Kissimmee / Osceola County for over 50 years. My past employment history consisted of a venue that was popular in the tourist industry. I managed a rodeo arena. It was outdoors and the tourists loved it. I understand the importance of heritage and Rodeo and our Chain of Lakes is what has put Kissimmee / Osceola on the maps! For the past 8 years I have been running fishing tournaments all over the State of Florida on behalf of Toho Marine Outdoors. The majority of them take place here on the Kissimmee Chain of Lakes and out of the Kissimmee Lake Front Marina.

I have had the pleasure of working with previous owners of the formerly known Big Toho Marina and have built a networking relationship with the current owners of the shop, Chris and Yvette Passmore. I have seen them display hospitality to the fishing community as well as visitors to our area. They take time to listen to what the community needs to make their experiences better. They have sponsored events and donated services without hesitation to my organization and others.

The Passmore's are a great asset to our Lake Front and any activies or business that they do or pursue will only be a benefit to our area as well as their customers. If you would like to discuss anything with me regarding the Passmore's, please feel free to reach out to me.

Sincerely,

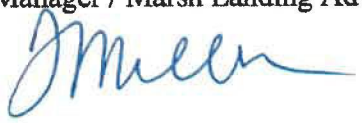
Cindy Joint
Tournament Director – Toho Marine Outdoors.

To Whom It May Concern,

11/20/24

I am writing to offer my enthusiastic recommendation for Chris and Yvette Passmore for the Eco-Tour Bid for the City of Kissimmee. and the Kissimmee Lakefront. Having had the privilege of working alongside Chris and Yvette for nine years, I have witnessed firsthand the exceptional qualities that distinguish them from their colleagues. They exhibit a rare blend of professionalism, commitment, and creativity that allows them to thrive in challenging environments. Their effective communication skills, combined with their strong analytical abilities, have greatly contributed to our team's achievements. I have no doubt that Chris and Yvette Passmore will bring the same passion, excellence, and integrity to the City of Kissimmee. I wholeheartedly urge you to consider them for this outstanding opportunity.

Terri Miller
Manager / Marsh Landing Adventures



The Passmores,
2440 Cherokee Rd. St. Cloud Fla 34772,

November 19, 2024

John Moore, CEO
Joe's Auto Service Center Inc.
1123 13th St. St. Cloud Fla. 34769

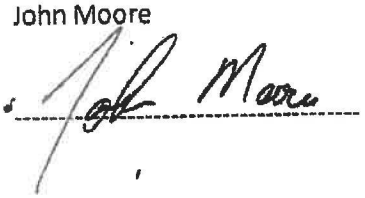
To whom it may concern,

I am writing this Recommendation for The Passmores, Jim , Angie and Chris.

I have had the pleasure of knowing the Passmores for over 5 years, both on a personal and a business level. They are a family of the highest of character. I hold the family in very high regard.
Honest, trustworthy, amiable and easy going are just a few of the accolades that immediately come to mind when asked to describe them. I certainly recommend anyone to feel at ease that might enter into a personal or any other type of venture with this Family .

Please feel free to contact me at 407-908-1653, or, moore101@hotmail.com
Should you have any further qualifying questions. I would be glad to provide any further insight

Best regards,
John Moore



November 19, 2024

To whom it may concern:

Please accept this letter as a letter of recommendation for Mr. Chris Passmore.

Mr. Passmore is an upstanding member of our community. He is an absolute ethical person as well as a person of commitment and great integrity.

I highly recommend him for any position and/or community or professional role as he adds value to any organization.

The Passmore family in its entirety are classified as one of the most outstanding and most respected families in our county.

If you have any questions, please do not hesitate to contact me directly at 407.963.8816.

Respectfully,

Jorge E. Espinosa

Plaza Espinosa

120 Broadway Avenue Ste. 201

Kissimmee, Fl. 34741

TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL



TWIC

PASSMORE,
CHRISTOPHER C.

EXPIRES
2028
MAY17

THIS DOCUMENT IS A SEAFARERS' IDENTITY DOCUMENT FOR THE PURPOSE OF THE SEAFARERS' IDENTITY DOCUMENTS CONVENTION (REVISED), 2003, OF THE INTERNATIONAL LABOR ORGANIZATION.

I DO SOLEMNLY SWEAR OR AFFIRM THAT I WILL FAITHFULLY AND HONESTLY, ACCORDING TO MY BEST SKILL AND JUDGMENT, AND WITHOUT CONCEALMENT AND RESERVATION, PERFORM ALL THE DUTIES REQUIRED OF ME BY THE LAWS OF THE UNITED STATES. I WILL FAITHFULLY AND HONESTLY CARRY OUT THE LAWFUL ORDERS OF MY SUPERIOR OFFICERS ABOARD A VESSEL.

SIGNATURE OF BEARER

UNITED STATES OF AMERICA

MERCHANT MARINER CREDENTIAL

Issued By: The United States Coast Guard National Maritime Center
Website: http://www.uscg.mil/nmc Phone: 1-888-I-ASK-NMC

Document Number	Type	Country Code	Reference Number
USA000726864	PG	USA	3470545



Full Name
CHRISTOPHER CAROLL PASSMORE

Present Address
2446 CHEROKEE ROAD
SAINT CLOUD, FL 34772

Citizenship	Height	Hair Color	DOB
USA	5'08"	BLN	23-MAY-1969
Sex	**Weight**	**Eye Color**	**Place of Birth**
M	206	GRN	JEFFERSONVILLE, IN
Issue Date			**Expiration Date**
30-JUN-2023			30-JUN-2028

PGUSAPASSMORE<<CHRISTOPHER<CAROLL<<<<<<<<<<

D007268649USA6905233M2806309<<<<<<<<<<<<<<0

The lawful holder of this credential,

CHRISTOPHER CAROLL PASSMORE

as endorsed below, is entitled under Title 46 (Shipping) U.S. Code to serve in the capacity or capacities specified (National Only), subject to any limitations indicated.

CAPACITY	LIMITATIONS APPLYING (IF ANY)
Master	Of Self-Propelled Vessels Not Including Sail or Auxiliary Sail Of Less Than 25 Gross Register Tons (GRT) Upon Near Coastal Waters.
Assistance Towing	
Ordinary Seaman	
Wiper	
Steward's Department (F.H.)	

Ref Num 3470545 Serial Num 000726864



BRADLEY W CLARE, CAPT, USCG

Ref Num 3470545 Serial Num 000726864

5

United States Coast Guard

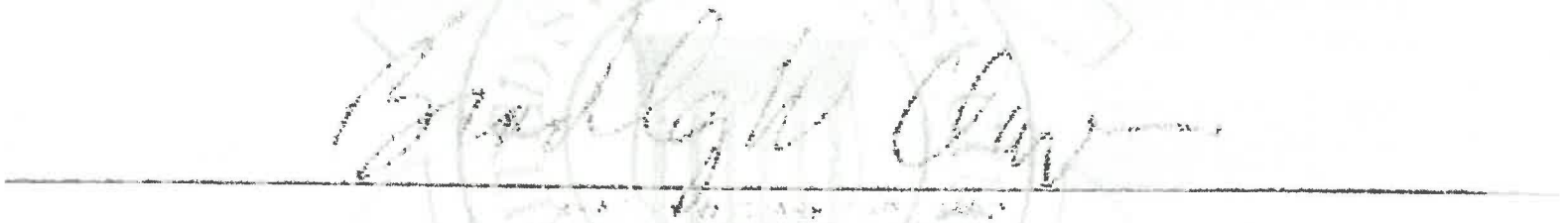
Medical Certificate

Seafarer Name: PASSMORE, CHRISTOPHER CAROLL

Gender: Male | Nationality: US | DOB: 23-MAY-1969

Sex: Male | Date: 24-AUG-2025 | Date: 24-AUG-2028 | Date: 24-AUG-2028

DO NOT DETACH



...tancer is free from any medical condition likely to be aggravated by service at sea o... ...ender the seafarer unfit for such service or to endanger the health of other person... ...

...ate of Examination: 24-AUG-202

...st Color Vision Test Date: 24-AUG-202

...earing IAW STCW A-I/9:

...ional Acuity IAW STCW A-I/9:

...olor Vision IAW STCW A-I/9:

...ll for Look-out duties

...nalded Hearing Satisfactory:

...ndication Check Call Examination

...o Limitations/Restrictions: N...

...Waiver

...ch owtedness will comply with waiver conditions

00546641 CG-4610A (Rev. 05/12) Roll No. ...

Page 154 of 563

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APCA Drug Consortium Program Membership

Letter of Compliance

Medical Review Officer
Dr Janelle Jaworski
AAMRO & MROCC Certified
SAMHSA Certified Lab: Quest Diagnostics

Name: Christopher Passmore
A Ultimate Air Boat & Eco Tours, LLC
2440 Cherokee Rd., Unit 2
St. Cloud, FL 34472

MEMBER NUMBER: 93478 **MEMBER'S DATE OF EXPIRATION: 2025-01-28**

The above named individual meets the indicated requirements.

☐ A negative pre-employment or periodic test has been completed as per the requirements of 46 CFR 16.210 or 16.220 and IS enrolled as a member of the APCA Drug Consortiumand is subject to required annual random drug testing at a rate specified by 46 CFR 16.230.

ISSUE / TEST DATE:

☐ A negative pre-employment or periodic test has been completed as per the requirements of 46 CFR 16.210 or 16.220and IS NOT enrolled as a member of the APCA Drug Consortium and IS NOTsubject to required annual random drug testing at a rate specified by 46 CFR 16.230.

TEST DATE:

Individual IS enrolled as a member of APCA Drug Consortium and the pre-employment test requirement has been waived due to the fact that the individual:

☐ (1) Passed a chemical test for dangerous drugs, required by 46 CFR Part 16.210, within the previous six months with no subsequent positive drug tests during the remainder of the six-month period; or

☒ (2) During the previous 185 days has been subject to a random testing program required by 46 CFR 16.230 for at least 60 days and did not fail or refuse to participate in a chemical test for dangerous drugs required by this part.

ISSUE DATE: 2023-12-28

Active membership may be confirmed by APCA Drug Consortium: e-mail – info@apcadrugtesting.com | Phone: 800-468-7447.

Verified by:

Gator Glazier
Consortium Program Manager

APCA Drug Consortium | PO Box 56000 |St. Petersburg | FL | 33703
(800) 468-7447 | Fax: (727) 521-4506 | www.apcadrugtesting.com

Certificate
OF COMPLETION

IN RECOGNITION OF SUCCESSFUL COMPLETION IN:

Standard - CPR / AED

(Adult / Child / Infant)

Automated External Defibrillator (AED)

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

Christopher Passmore

The above mentioned Student is now certified in the above mentioned course by demonstrating proficiency in the subject by passing the examination in accordance with the Terms & Conditions of National CPR Foundation - Valid for 2 years. Course administered in accordance with the **2020** ECC/ILCOR and AHA® guidelines. ID#:**AF483**

Completion: **April 20, 2023**

Instructor: **Paul J. Scruton**

COURSE PROVIDED BY:

NationalCPRFoundation™

Signature:

Copy

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-14-2023

Employer Identification Number:
92-2878249

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

FLORIDA EVERGLADES ECO-TOON TOURS
LLC
FLEETTOURS
% YVETTE OLES MBR
2446 CHEROKEE RD
SAINT CLOUD, FL 34772

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2878249. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 03-14-2023 FLOR B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is FLOR. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call

( ) -

DATE OF THIS NOTICE: 03-14-2023
EMPLOYER IDENTIFICATION NUMBER: 92-2878249
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

FLORIDA EVERGLADES ECO-TOON TOURS LLC
FLEETTOURS
% YVETTE OLES MBR

BRUCE VICKERS, TAX COLLECTOR
OSCEOLA COUNTY, STATE OF FLORIDA
LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2025

ACCOUNT NO.
159828

2025

BUSINESS TYPE:
9290 TIMESHARE/SOLICITOR BOOTH OWNR

07/15/2024
Oper N/A
Till Internet
Paid 30.00
Rcpt.#021354

169968

TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

BUSINESS:

Marsh Landing Adventures, L.L.C.
2440 Cherokee Rd. Unit 2
St. Cloud, FL 34772

Location:
OSCEOLA COUNTY

Air Boat Rides/Tours Ticket Booth

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to $250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

Marsh Landing Adventures, L.L.C.
Contact: Jim Passmore
2440 Cherokee Rd. Unit 2
St. Cloud, FL 34772

BRUCE VICKERS, TAX COLLECTOR
OSCEOLA COUNTY, STATE OF FLORIDA
LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2025

ACCOUNT NO.
111356

2025

BUSINESS TYPE:
3001 MISCELLANEOUS SERVICE

07/15/2024
Oper N/A
Till Internet
Paid 30.00
Rcpt.#021354

115944

TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

BUSINESS:

A Ultimate Airboat & ECO Tours, L.L.C.
2440 Cherokee Rd.
St. Cloud, FL 34772

Location:
OSCEOLA COUNTY

Airboat Rides & ECO Tours-Fishing Guide

Bruce E Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

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James & Angela Passmore
2440 Cherokee Rd.
St. Cloud, FL 34769

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2025

ACCOUNT NO.
204262

2025

BUSINESS TYPE:
3001 MISCELLANEOUS SERVICE

07/24/2024
Oper DG
Till 90
Paid 30.00
Rcpt.#9001256

218348

TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

BUSINESS:

Florida Everglades Eco Toons Tours LLC
2446 Cherokee Rd
St.Cloud, FL 34772

Location:
OSCEOLA COUNTY

Eco Tours & Fishing Expeditions- USA000465972

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

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Florida Everglades Eco Toons Tours LLC
2446 Cherokee Rd
St.Cloud, FL 34772

EXPIRATION
SEPTEMBER 30, 2024

BRUCE VICKERS, TAX COLLECTOR
OSCEOLA COUNTY, STATE OF FLORIDA
LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.
204262

2024

BUSINESS TYPE:
3001 MISCELLANEOUS SERVICE

07/19/2023
Oper DG
Till 90
Paid 30.00
Rcpt.#9000597

218348

TRANSFER	**0.00**
ORIGINAL TAX	**30.00**
AMOUNT	**0.00**
PENALTY	**0.00**
COLLECTION COST	**0.00**
TOTAL	**30.00**

BUSINESS:

Florida Everglades Eco Toons Tours LLC
2446 Cherokee Rd
St.Cloud, FL 34772

Location:
OSCEOLA COUNTY

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

Eco Tours & Fishing Expeditions- USA000465972

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Florida Everglades Eco Toons Tours LLC
2446 Cherokee Rd
St.Cloud, FL 34772

STATE OF FLORIDA

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

A00692

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
PLF90873C393	1993	PLF	VS	42'	FL1637JA	101361114

Registered Owner:

Date of Issue 03/03/2023

FLORIDA EVERGLADES ECO TOONS TOURS LLC
2446 CHEROKEE RD
SAINT CLOUD FL 34772

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION
1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.flhsmv.gov/html/titlinf.html

Mail To:

FLORIDA EVERGLADES ECO TOONS TOURS LLC
2446 CHEROKEE RD
SAINT CLOUD FL 34772

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
PLF90873C393	1993	PLF	VS	42'	FL1637JA	101361114

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL					VESSEL	01/26/2023

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
PLAY CRAFT PONTOON CO	ALUM	OUTBRD	03/03/2023

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

FLORIDA EVERGLADES ECO TOONS TOURS LLC
2446 CHEROKEE RD
SAINT CLOUD FL 34772

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Robert R. Kynoch
Director

Control Number 162306018

David M. Kerner
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____ Address: _____
Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____
I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|,|_|_|_|_|,| x | (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must
Sign Here: _____
Print Here: _____

CO-SELLER Must
Sign Here: _____
Print Here: _____

Selling Dealer's License Number: _____ Tax No.: _____ Tax Collected: _____
Auction Name _____ License Number: _____

PURCHASER Must
Sign Here: _____
Print Here: _____

CO-PURCHASER Must
Sign Here: _____
Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 3/15) STATE OF FLORIDA

VOID IF ALTERED

VOID IF ALTERED

COMING SOON
COMING SOON


COMING SOON

U.S. Department of Homeland Security
United States Coast Guard

Commanding Officer
United States Coast Guard
Marine Safety Center

US Coast Guard Stop 7430
2703 Martin Luther King Jr. Ave SE
Washington, DC 20593-7430
Staff Symbol: MSC-1
Phone: (202) 795-6729
Email: msc@uscg.mil

STABILITY LETTER

16710/P022370
Serial: H1-1902829
August 28, 2019

Master, DREAMER WON, CG039721
Play Craft Pontoon Company, Inc. Hull No. PLF90873C393
42.0' x 14.0' x 3.3' Pontoon Small Passenger Vessel (T)

You are responsible for maintaining this vessel in a satisfactory stability condition at all times and for following the instructions and precautions listed below.

A deadweight survey, witnessed by the U. S. Coast Guard, was conducted on the subject vessel in Fort Lauderdale, Florida on July 15, 2019. On the basis of that survey, and a conservative estimate of the vessel's vertical center of gravity, stability calculations have been performed. Results indicate that the stability of DREAMER WON, as presently outfitted and equipped, is satisfactory for operation on Protected Waters provided that the following restrictions are observed.

OPERATING RESTRICTIONS

1. ROUTE: Operation on Protected Waters is permitted. Since the vessel's route is based upon other considerations in addition to stability, you are cautioned that the route may be further limited to that specified on the Certificate of Inspection.

2. PERSONNEL: A maximum of 20 persons may be carried on this vessel of which 18 may be passengers. These numbers are based on an average weight of 185 pounds per person. Since the personnel capacity is based upon other considerations in addition to stability, you are cautioned that the number of persons carried may be further limited to that specified on the Certificate of Inspection.

3. FREEBOARD AND DRAFT: A minimum freeboard of 1 feet 9-5/8 inches to the main deck at amidships must be maintained. This corresponds to a maximum draft at amidships of 1 foot 5-7/8 inches above the bottom of the keel. Amidships is located 20 feet aft of the bow. The main deck is 9-1/2 inches above the tops of the pontoons. Trim shall be minimized.

4. ARRANGEMENTS: This stability letter is only valid provided the seating configuration and general arrangements are maintained in accordance with the attached general arrangement diagram.

5. HULL OPENINGS: Any openings that could allow water to enter the hulls should be kept closed when rough weather or sea conditions exist or are anticipated.

Subj: DREAMER WON, CG039721
STABILITY LETTER

16710/P022370
Serial: H1-1902829
August 28, 2019

6. WEIGHT CHANGES: This stability letter has been issued based upon the following light ship parameters:

Displacement	4.03	Long Tons
VCG (Conservative Estimate)	4.29	Feet Above the Baseline
LCG	24.26	Feet Aft of Bow
TCG	0.12	Feet Port of Centerline

Any alteration resulting in a change in these parameters may invalidate this stability letter. Unauthorized alterations include, but are not limited to, the removal, replacement, or addition of fixed seating, the canopy, and other main deck arrangements. The vessel is not fitted with fixed ballast. No fixed ballast or other such weights shall be added, removed, altered and/or relocated without the authorization and supervision of the cognizant Officer in Charge, Marine Inspection.

7. TANKS: Any cross-connections between port and starboard tank pairs shall be kept closed at all times when underway.

8. BILGES: The vessel's bilges and voids shall be kept pumped to minimum content at all times consistent with pollution prevention requirements.

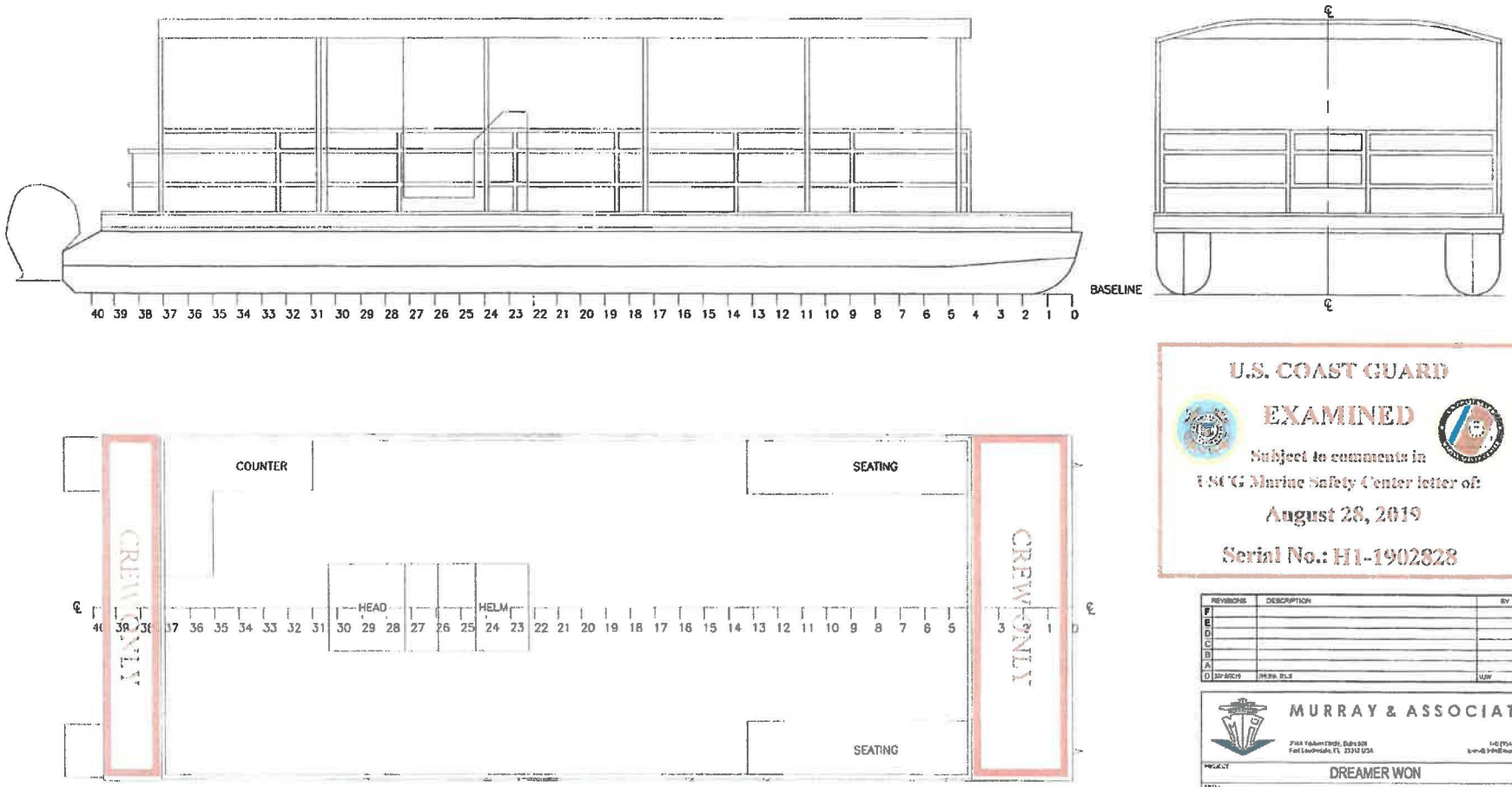
9. LIST: You should make every effort to determine the cause of any list of the vessel before taking corrective action.

10. FREEING PORTS: Deck freeing ports and drains shall be maintained operable and completely unobstructed at all times.

This stability letter shall be posted under glass or other suitable transparent material onboard the vessel so that all pages are visible.

C. D. COOPER
Lieutenant, U.S. Coast Guard
By direction

Attachment: Murray & Associates Drawing No. M1697-1100, Rev 0, "General Arrangement and Profile," 1 sheet, dated July 10, 2019 bearing USCG Marine Safety Center "Examined" stamp dated August 28, 2019


BASELINE
COUNTER
SEATING
HEAD
HELM
SEATING
CREW ONLY
CREW ONLY
U.S. COAST GUARD
EXAMINED
Subject to comments in
USCG Marine Safety Center letter of:
August 28, 2019
Serial No.: H1-1902828
REVISIONS
DESCRIPTION
BY
MURRAY & ASSOCIATES
DREAMER WON
GENERAL ARRANGEMENT AND PROFILE
FLOATIN' ON A BOAT...
CG039721
M-1697-1100
0
AS NOTED
07/19/2019
11" X 17"(L)

United States of America
Department of Homeland Security
United States Coast Guard

Certification Date:	11 Jul 2023
Expiration Date:	11 Jul 2028

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT

Vessel Name	Official Number	IMO Number	Call Sign	Service
DREAMER WON	FL1637JA		N/A	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
St Cloud, FL UNITED STATES	Aluminum	80	Gasoline Engine

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
RICHLAND, MISSOURI UNITED STATES	08Mar1993		R-4 I-	R-4 I-		R-42.0 I-0

Owner
Florida Everglades Eco Toons Tours
2446 Cherokee Road
Saint Cloud, FL 34772
UNITED STATES

Operator
Florida Everglades Eco Toons Tours
2446 Cherokee Road
Saint Cloud, FL 34772
UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineer	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 18 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 20

Route Permitted And Conditions Of Operation:

---Rivers---

ST. JOHNS RIVER AND ITS TRIBUTARIES, UNDER REASONABLE OPERATING CONDITIONS.

A CHILD-SIZE LIFE PRESERVER SHALL BE PROVIDED FOR EACH PERSON ON BOARD WEIGHING LESS THAN 90 POUNDS.

IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN A 24-HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

NOT MORE THAN 1000 FEET FROM LAND.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Kissimmee, FL, UNITED STATES, the Officer in Charge, Marine Inspection, Sector Jacksonville certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection

Date	Zone	A/P/R	Signature
17Oct2024	MSU PrtCanvrl	A	ROY JONATHAN

This Amended certificate issued by:
S. E. BRENNAN, CDR, USCG, BY DIRECTION
Officer in Charge, Marine Inspection
Sector Jacksonville
Inspection Zone

United States of America
Department of Homeland Security
United States Coast Guard

Certification Date:	11 Jul 2023
Expiration Date:	11 Jul 2028

Certificate of Inspection

Vessel Name: DREAMER WON

UNDER THE PROVISIONS OF 46 CFR 176.114, THIS VESSEL MAY BE OPERATED AS AN UNINSPECTED PASSENGER VESSEL ON A RIVERS ROUTE WHEN SIX (6) OR FEWER PASSENGERS ARE CARRIED. WHILE OPERATING IN THIS CAPACITY, THE REQUIRED CREW IS ONE (1) APPROPRIATELY CREDENTIALED OPERATOR IN ACCORDANCE WITH 46 CFR 15.605 OR 46 CFR 15.905. THE VESSEL MUST NOT ALTER THE ARRANGEMENT OF THE VESSEL NOR REMOVE ANY EQUIPMENT REQUIRED BY THE CERTIFICATE OF INSPECTION WITHOUT THE PERMISSION OF THE COGNIZANT OCMI.

THIS VESSEL HAS BEEN GRANTED A FRESH WATER SERVICE EXAMINATION INTERVAL IN ACCORDANCE WITH 46 CFR 176.600(C)(2); IF THIS VESSEL OPERATES IN SALT WATER MORE THAN THREE (3) MONTHS IN ANY 12 MONTH PERIOD, THE VESSEL MUST BE INSPECTED USING SALT WATER INTERVALS AND THE COGNIZANT OCMI MUST BE NOTIFIED IN WRITING AS SOON AS THIS CHANGE IN STATUS OCCURS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	30Jun2026	09Jun2021	21May2019

---Stability---

Type	Issued Date	Office
Letter	28Aug2019	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 20 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	20
Lifeboats (Port)	0	0	Life Preservers (Child)	2
Lifeboats (Starboard)	0	0	Ring Buoys (Total)	1
Motor Lifeboats	0	0	With Lights	1
Lifeboats With Radio	0	0	With Line Attached	1
Rescue Boats/Platforms	0	0	Other	0
Inflatable Rafts	0	0	Immersion Suits	0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB?	NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	2-A
1	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Marine Safety Unit Port Canaveral	17Oct2024	COMPLETED SATISFACTORY ANNUAL INSPECTION
Marine Safety Unit Port Canaveral	17Oct2024	AMENDED 1000 FEET RESTRICTION

END

MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

WATERCRAFT DECLARATIONS PAGE

Policy Number:	Agency Number:	Effective Date/Transaction:
MTD00000778121	10365 - 009185	2024-12-01 Endorse

Policy Period: From 12/01/2024 **To** 12/01/2025 **12:01 A.M. Standard Time at Your Mailing Address**

Insured Name and Mailing Address
FLORIDA EVERGLADES ECO-TOON TOURS LLC
CHRISTOPHER PASSMORE
2440 CHEROKEE RD

Saint Cloud, FL 34772-7428

Your Agent 407-847-5189
Florida Farm Bureau
1680 E Irlo Bronson Mem Hwy

Kissimmee, FL 34744

DECLARED USAGE

Primary Usage and ID Charter - Captained 1

Usage Type Captained

Additional Usage Description

Hull Type Pontoon/Tritoon **# of Vessels** 1

Mooring Location 2440 CHEROKEE RD Saint Cloud Osceola FL 34772

Navigation Limits Inland waters of Florida.

Lay-Up None **From** **To**

COVERAGE	LIMIT*	DEDUCTIBLE*	PREMIUM
Hull, Agreed Value/Actual Cash Value Partial	$183,000 per occurrence	1% min $500 per vessel 5% min $1000 per vessel	$4,052
Windstorm Deductible			$834
Watercraft Liability	$1,000,000 per occurrence		
Personal Effects	$5,000 per occurrence/per vessel	$250 per vessel	$43

***If Hull Coverage is shown above, the Hull Limit is the total value for all insured vessels. See Vessel Schedule for the individual vessel limits and deductible amounts.**

Endorsement Premium Total $0.00 **Usage Premium** $4,929.00

Non-Seasonal Rating: If you cancel the policy or if the policy is cancelled for nonpayment of premium, any return premium will be computed on a 90% pro-rata basis subject to our minimum earned premium. If we cancel the policy, any return premium will be computed on a pro-rata basis.

Minimum Earned Premium $500.00 **Policy Taxes/Fees** $0.00 **TOTAL ANNUAL PREMIUM** $4,929.00

Amend Insured's Mailing Address

Producer Florida Farm Bureau **Customer Ref#**

Forms and Endorsements Please see the back of this form.

Signed on 10/29/2024 **at** Kissimmee, FL

MTD5000-0218 Insured 10/29/2024

MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

WATERCRAFT SCHEDULE PAGE

Policy Number:	Agency Number:	Effective Date/Transaction:
MTD00000778121	10365 - 009185	2024-12-01 Endorse

Policy Period: From 12/01/2024 **To** 12/01/2025 **12:01 A.M. Standard Time at Your Mailing Address**

Primary Usage and ID Charter - Captained 1

Usage Type Captained

Additional Usage Description

Hull Type Pontoon/Tritoon **# of Vessels** 1

Mooring Location 2440 CHEROKEE RD Saint Cloud Osceola FL 34772

Navigation Limits Inland waters of Florida.

Lay-Up None **From** **To**

INDIVIDUAL VESSEL INFORMATION

Year	Length	Manufacturer	HIN #	Limit	Deductible	Windstorm Deductible	Max # Passengers
1993	42	PLAYCRAFT	PLF90873C393	$183,000	$1,830	$9,150	18

Florida Everglades Eco-Toon Tour
Contributor: Christopher and Yvette Passmore Owner, Operator

Mission Statement

To provide passengers with an unforgettable, educational, and entertaining experience into Florida's beautiful outdoors through authentic Florida hospitality, while at the same time promoting a greater respect for the wildlife and the environment.

Florida Everglades Eco-Toon Tours vision is to establish ourself as No1 Everglades pontoon tour company offering 20 passenger boat tours. By providing courteous and knowledgeable staff to provide the utmost memories for people of all ages and abilities.

Business Opportunity at Kissimmee Big Toho Marina

We are dedicated to providing educational adventures and memorable experiences with the importance on Florida's natural resources. While doing our tours, we will have an extremely low environmental footprint thus allowing wildlife and the beautiful aquatic ecosystem to continue with it's life with little to no impact.

Our additional goal is to provide an opportunity for all handicap and or disabled guests to enjoy this experience with their families. They will have the full benefit of enjoying the beauty and thrill of the Headwaters of the Florida Everglades as we are fully wheelchair accessible.

Personal Plan

Christopher and Yvette Passmore Owner, Operator
Address: 3450 Seaman Avenue
Saint Cloud, FL 34772
Phone: (407) 717-1024
Website: WWW.Floridaevergladeseco-toontours.com

Captain Chris Passmore – Fulltime
United State Coast Guard Master Captain with 20 years of experience as an ecotourism operator and guide.

Specific Services Captain Chris provides:

- Pontoon and Airboat Captain ecotourism operator and guide
- Managing travel routes for safety and educational opportunities
- Daily safety checks and weather monitoring
- Maintenance and US Coastgard compliance
- Safty standards and emergency response plan
- EPA
- Monitor for a drug fee work place (drug consortium)

Yvette Passmore – Full Time
Responsible for marketing the company in a competitive tourism business environment. Building sales through strategic promotions, online marketing, sponsorships, social media, event coordinating and charitable contributions.

Specific Services will provide:

- Insurance, Workers Compensation and Payroll
- Advertising and Marketing
- Passenger Counts
- Reservations and Confirmation
- State Sales Tax Records
- Personnel records and scheduling

2 part-time Master Captains will be hired accordingly as business grows. Planning within 3 months to support the growth.

Workers Compensation and Payroll will be provided by Southeast Leasing.

Operations

- We currently one 14' X 42' US Coast Guard certified /COI pontoon tour boat for 20 passengers. Additional pontoon boat will be purchased as needed to support growth.
- Passengers will be loaded and unloaded at Big Toho Marina.
- Pontoon boat to be properly moored at Big Toho Marina.
- Safety plans and protocols to be updated monthly with all staff during monthly meetings.
- Environmental and safety standards are currently in place and meet US Coast Guard guidelines.
- All employees are required to adhere and sign the environmental and safety standard guide.
- We are a drug free work place. All employees are subject to random screenings or subject to any incident or requirement for workers compensation or .

Ongoing Planning for Viability of Future Business Operations
Phase 1

- Improve marketing strategy to include and expanded social media presence, monitor reviews with rapid responses.
- Increase collaboration with the City of Kissimmee to create a

positive environment for employee and staff.

- Meet all contractual requirements with vested parties and individuals.

Phase II

After the successful conduct of 90 days of operations. Key milestones during this phase are as follows:

- Assess the effectiveness of the marketing strategy.
- Evaluate the performance of all employees
- Hire any additional staff if needed to include Fulltime Pontoon Captain
- Conduct trends analysis on all reviews received during the first 90 days. Identify areas of improvement regarding customer satisfaction.
- Asses overall effectiveness and efficiency of operations and identify time and cost savings. Implement necessary actions as identified with the above to safety and efficiently maximize the execution of weekly eco tours.

Phase III

This phase begins after the implementation improvements and efficiencies identified during the assessment phase. Key milestones of this phase are as follows:

- Execute weekly eco-tours on Lake Tohopekaliga
- Additional vessels

Florida Everglades Eco-Toon Tours

1 Hour Tour
$35 Adult / $30 Child

90 Minute Tour
$45 Adult / Child $40

2 Hour Tour
$55 Adult / Child $50

Big Toho Marina – Captain and Tequila Dockside
69 Lakeview Drive, Kissimmee, FL 34741

Check in a little early and enjoy the lakefront view,
great food and cold beverages,
or stop back in after your cruise.

Florida Everglades Eco-Toon Tours invites you to experience a fun day of fishing or cruising in Kissimmee Florida, just 30 minutes from Walt Disney World and Universal Studios.

This fishing charter & Eco Tour is made for pleasure and relaxation. Great for families, young children, small groups, and people with disabilities.



Florida Everglades Eco-Toon Tours

407-717-1024

www.FloridaEvergladesEco-ToonTours.com

Scan this QR Code
to Check Our Website

Florida Everglades Eco-Toon Tours



Scenic boat tours are must do outdoor adventures! Come see Snail Kites, Bald Eagles, Whooping Cranes, American Alligators and much more while cruising and fishing the Headwaters of the Florida Everglades

Just a nice stroll from down town Kissimmee, the Sunrail, bus station and train station

Florida Everglades Eco- Toon Tours invites you to experience a fun day of fishing or cruising in Kissimmee Florida, just 30 minutes from Walt Disney World and Universal Studios. This fishing

Florida Everglades Eco- Toon Tours invites you to experience a fun day of fishing or cruising in Kissimmee Florida, just 30 minutes from Walt Disney World and Universal Studios. This fishing charter & Eco Tour is made for pleasure and relaxation. Great for families, young children, small groups, and people with disabilities



1 Hour Pontoon Adventure Tour Times

9:30am, 11:30am, 1:30pm, 3 00pm, 4 30pm

So, what can you expect from this pontoon adventure? Well, picture this: you and your friends laughing and chatting as you glide through the waters. Sit back and relax on the comfortable seating.

Adults $35– Child (10 & Under) $30

Book Now



90 Minute Everglades Cruise Tour Times

9:30am, 11:30 am, 1:30 pm, 3:00pm

Immerse yourself in the breathtaking beauty of this unique ecosystem. **Keep an** eye **out** for **native wildlife**, including alligators, turtles, and a variety of bird species

Adults $45– Child (10 & Under) $40

Book Now



2 Hour Eco Tour Tour Times

9 30 am & 11.30 am

Whether you're a nature lover, fishing enthusiast, or just looking for some good old-fashioned fun, this tour has something for everyone

Adults $55– Child (10 & Under) $50

Book Now

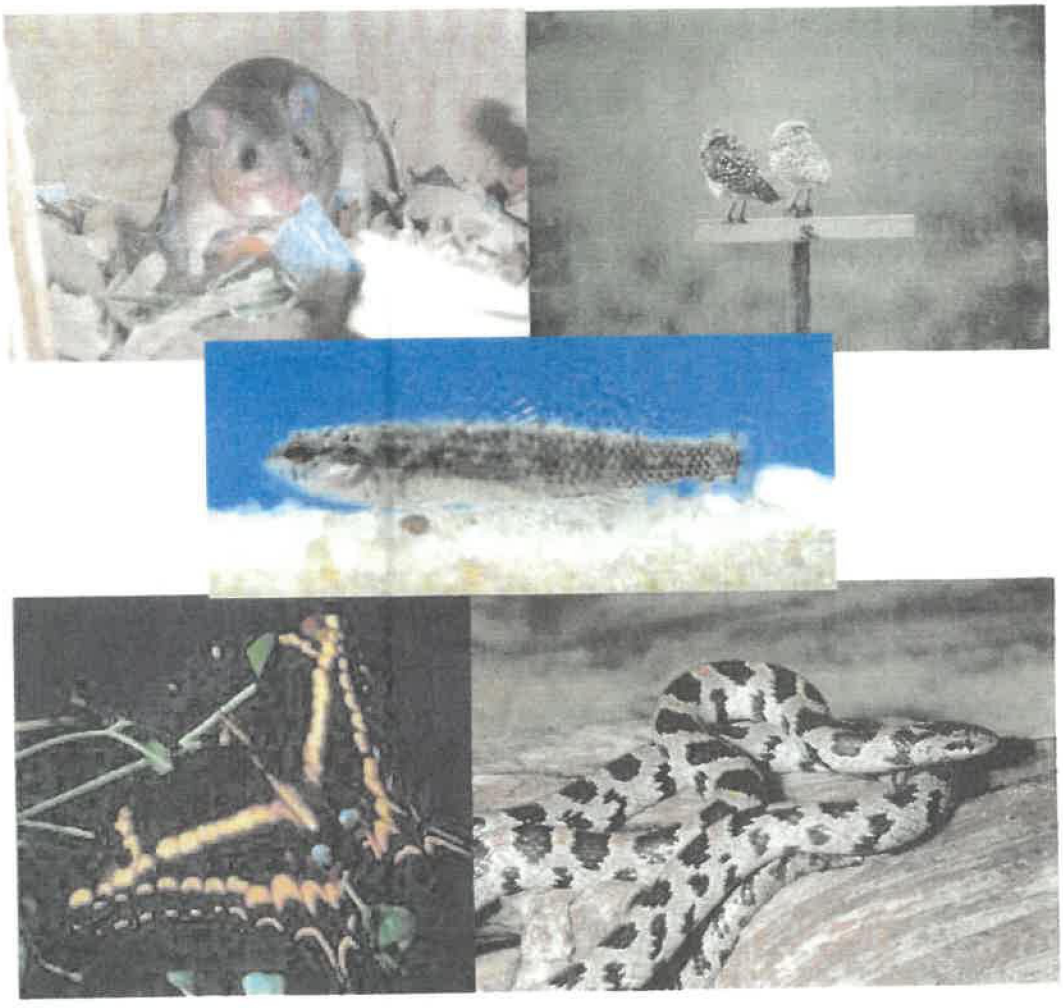
fleettours@gmail.com (407) 717-1024

Departure Location: Big Toho Marina 69 Lakeview Dr Kissimmee, Fl 34741

9 00am – 4 30pm For Tours

A WordPress.com website

FLORIDA'S ENDANGERED SPECIES, THREATENED SPECIES, AND SPECIES OF SPECIAL CONCERN



June 2010

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Common Name	Scientific Name	Status
Florida pine snake	*Pituophis melanoleucus mugitus*	SSC (2)
Florida ribbon snake	*Thamnophis sauritus sackeni*	T[1]
Gopher tortoise	*Gopherus polyphemus*	T
Green seaturtle (Green sea turtle)	*Chelonia mydas*	E
Hawksbill seaturtle (Hawksbill sea turtle)	*Eretmochelys imbricata*	E
Kemp's ridley seaturtle (Kemp's ridley sea turtle)	*Lepidochelys kempii*	E
Key ringneck snake	*Diadophis punctatus acricus*	T
Leatherback seaturtle (Leatherback sea turtle)	*Dermochelys coriacea*	E
Loggerhead seaturtle (Loggerhead sea turtle)	*Caretta caretta*	T
Red rat snake	*Elaphe guttata*	SSC[1] (1)
Rim rock crowned snake	*Tantilla oolitica*	T
Sand skink	*Neoseps reynoldsi*	T
Short-tailed snake	*Stilosoma extenuatum*	T
Striped mud turtle	*Kinosternon baurii*	E[1]
Suwannee cooter	*Pseudemys suwanniensis*	SSC (1,2)
BIRDS		
American oystercatcher	*Haematopus palliatus*	SSC (1,2)
Audubon's crested caracara	*Polyborus plancus audubonii*	T
Bachman's warbler	*Vermivora bachmanii*	E
Black skimmer	*Rynchops niger*	SSC (1)
Brown pelican	*Pelecanus occidentalis*	SSC (1)
Burrowing owl (Florida burrowing owl)	*Athene cunicularia* (*Athene cunicularia floridana*)	SSC (1)
Cape Sable seaside sparrow	*Ammodramus maritimus mirabilis*	E
Everglades snail kite	*Rostrhamus sociabilis plumbeus*	E
Florida grasshopper sparrow	*Ammodramus savannarum floridanus*	E
Florida sandhill crane	*Grus canadensis pratensis*	T
Florida scrub jay	*Aphelocoma coerulescens*	T
Ivory-billed woodpecker	*Campephilus principalis*	E
Kirtland's warbler	*Dendroica kirtlandii*	E
Least tern	*Sterna antillarum*	T
Limpkin	*Aramus guarauna*	SSC (1)
Little blue heron	*Egretta caerulea*	SSC (1,4)
Marian's marsh wren	*Cistothorus palustris marianae*	SSC (1)
Osprey	*Pandion haliaetus*	SSC[2] (1,2)

OFFICIAL LISTS

Common Name	Scientific Name	Status
FISH		
Atlantic sturgeon (Gulf sturgeon)	*Acipenser oxyrinchus (Acipenser oxyrinchus desotoi)*	SSC (1)
Blackmouth shiner	*Notropis melanostomus*	E
Bluenose shiner	*Pteronotropis welaka*	SSC (1,2)
Crystal darter	*Crystallaria asprella*	T
Harlequin darter	*Etheostoma histrio*	SSC (1)
Key blenny	*Starksia starcki*	SSC (1)
Key silverside	*Menidia conchorum*	T
Lake Eustis pupfish	*Cyprinodon hubbsi*	SSC (1)
Okaloosa darter	*Etheostoma okalossae*	E
Rivulus (Mangrove rivulus)	*Rivulus marmoratus*	SSC (1)
Saltmarsh topminnow	*Fundulus jenkinsi*	SSC (1)
Shoal bass	*Micropterus cataractae*	SSC (1,2)
Shortnose sturgeon	*Acipenser brevirostrum*	E
Southern tessellated darter (tessellated johnny darter)	*Etheostoma olmstedi maculaticeps*	SSC (1)
Suwannee bass	*Micropterus notius*	SSC (1)
AMPHIBIANS		
Flatwoods salamander	*Ambystoma cingulatum*	SSC
Florida bog frog	*Lithobates okaloosae*	SSC (2)
Georgia blind salamander	*Haideotriton wallacei*	SSC (1,2)
Gopher frog	*Lithobates capito*	SSC (1,2)
Pine barrens treefrog	*Hyla andersonii*	SSC (1)
REPTILES		
American alligator	*Alligator mississippiensis*	SSC (1,3)
American crocodile	*Crocodylus acutus*	E
Alligator snapping turtle	*Macrochelys temminckii*	SSC (1)
Atlantic salt marsh water snake (Atlantic salt marsh snake)	*Nerodia clarkii taeniata*	T
Barbour's map turtle	*Graptemys barbouri*	SSC (1,2)
Bluetail mole skink	*Eumeces egregius lividus*	T
Eastern indigo snake	*Drymarchon corais couperi*	T
Florida brown snake	*Storeria victa*	T[1]
Florida Key mole skink	*Eumeces egregius egregius*	SSC (1)

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NUMERICAL SUMMARY OF SPECIES LISTED BY THE STATE OF FLORIDA AS ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN

STATUS DESIGNATION	FISH	AMPHIBIANS	REPTILES	BIRDS	MAMMALS	INVERTEBRATES	TOTAL
E	3	0	6	7	20	4	**40**
T	2	0	11	9	4	0	**26**
SSC	10	5	7	18	6	4	**50**
TOTAL	**15**	**5**	**24**	**34**	**30**	**8**	**116**

Common Name	Scientific Name	Status
Piping plover	*Charadrius melodus*	T
Red-cockaded woodpecker	*Picoides borealis*	SSC
Reddish egret	*Egretta rufescens*	SSC (1,4)
Roseate spoonbill	*Platalea ajaja*	SSC (1,4)
Roseate tern	*Sterna dougallii dougallii*	T
Scott's seaside sparrow	*Ammodramus maritimus peninsulae*	SSC (1)
Snowy egret	*Egretta thula*	SSC (1)
Snowy plover (Cuban snowy plover)	*Charadrius alexandrinus*	T
Southeastern American kestrel	*Falco sparverius paulus*	T
Tricolored heron	*Egretta tricolor*	SSC (1,4)
Wakulla seaside sparrow	*Ammodramus maritimus juncicola*	SSC (1)
White-crowned pigeon	*Patagioenas leucocephala*	T
White ibis	*Eudocimus albus*	SSC (2)
Whooping crane	*Grus americana*	SSC (5)
Wood stork	*Mycteria americana*	E
Worthington's marsh wren	*Cistothorus palustris griseus*	SSC (1)
MAMMALS		
Anastasia Island beach mouse	*Peromyscus polionotus phasma*	E
Big Cypress fox squirrel	*Sciurus niger avicennia*	T
Choctawhatchee beach mouse	*Peromyscus polionotus allophrys*	E
Eastern chipmunk	*Tamias striatus*	SSC (1)
Everglades mink	*Mustela vison evergladensis*	T
Fin whale (Finback whale)	*Balaenoptera physalus*	E
Florida black bear	*Ursus americanus floridanus*	T[3]
Florida mastiff bat	*Eumops glaucinus floridanus*	E
Florida manatee (West Indian manatee)	*Trichechus manatus latirostris* (*Trichechus manatus*)	E
Florida mouse	*Podomys floridanus*	SSC (1)
Florida panther	*Puma concolor coryi* (*Puma* [=*Felis*] *concolor coryi*)	E
Florida saltmarsh vole (Florida salt marsh vole)	*Microtus pennsylvanicus dukecampbelli*	E
Gray bat	*Myotis grisescens*	E
Homosassa shrew	*Sorex longirostris eionis*	SSC (2)
Humpback whale	*Megaptera novaeangliae*	E
Indiana bat	*Myotis sodalis*	E
Key deer	*Odocoileus virginianus clavium*	E

KEY TO ABBREVIATIONS AND NOTATIONS

List Abbreviations

FWC = Florida Fish and Wildlife Conservation Commission
E = Endangered
T = Threatened
SSC = Species of Special Concern

Reasons for SSC listings prior to January 1, 2001 are indicated by the number in parenthesis under the following criteria:

(1) has a significant vulnerability to habitat modification, environmental alteration, human disturbance, or human exploitation which, in the foreseeable future, may result in its becoming a threatened species unless appropriate protective or management techniques are initiated or maintained;
(2) may already meet certain criteria for designation as a threatened species but for which conclusive data are limited or lacking;
(3) may occupy such an unusually vital or essential ecological niche that should it decline significantly in numbers or distribution other species would be adversely affected to a significant degree;
(4) has not sufficiently recovered from past population depletion, and
(5) occurs as a population either intentionally introduced or being experimentally managed to attain specific objectives, and the species of special concern prohibitions in Rule 68A-27.002, F.A.C., shall not apply to species so designated, provided that the intentional killing, attempting to kill, possession or sale of such species is prohibited.

List Notations

[1] Lower keys population only.

[2] Monroe County population only.

[3] Other than those found in Baker and Columbia Counties or in Apalachicola National Forest.

PREFACE

This document consolidates the official state of Florida list of endangered species, threatened species, and species of special concern. The Florida Fish and Wildlife Conservation Commission (FWC) maintains the state list of animals designated as endangered, threatened, or species of special concern, in accordance with Rules 68A-27.003, 68A-27.004, and 68A-27.005, respectively, Florida Administrative Code (F.A.C.), https://www.flrules.org/Default.asp. The state lists of plants, which are designated endangered, threatened, and commercially exploited, are administered and maintained by the Florida Department of Agriculture and Consumer Services (DOACS) via Chapter 5B-40, F.A.C. This list of plants can be obtained at http://www.fl-dof.com/forest_management/plant_conserve_list.html. The federal agencies that share the authority to list species as Endangered and Threatened are the National Oceanic and Atmospheric Administration-National Marine Fisheries Service (NOAA-NMFS) and U. S. Fish and Wildlife Service (USFWS). The NOAA-NMFS is responsible for listing most marine species. The federal list of animals and plants is administered by the USFWS, and this list is published in 50 CFR 17 (animals) and 50 CFR 23 (plants). Additional information regarding federal listings can be located at the following websites;
NOAA-NMFS - http://www.nmfs.noaa.gov and
USFWS - http://endangered.fws.gov/wildlife.html#Species.

Please note that while the FWC has published a consolidated list of state and federally listed species in the past, we now only publish a list of species listed within the state of Florida. This list will be maintained and available at our agency website: http://www.myfwc.com. Lists of federally listed species can still be viewed at the USFWS and NOAA-NMFS websites mentioned above. It is our intent by providing the list in this manner that we will be able to maintain a current list that is more readily available to the public.

- **Common and scientific names listed first are as they appear in the Florida Administrative Code, Title 68A. Common and/or scientific names following this and located within parentheses ( ) are names as used by USFWS, or other commonly used names.**

Bradley J. Gruver, Ph. D
Listed Species Coordinator
Species Conservation Planning Section
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission

Cover Photos by FWC Staff: Key Largo Woodrat, Burrowing Owls, Okaloosa Darter, Schaus' swallowtail butterfly, Short-tailed Snake.

Common Name	Scientific Name	Status
Key Largo Cotton Mouse	*Peromyscus gossypinus allapaticola*	E
Key Largo woodrat	*Neotoma floridana smalli*	E
Lower Keys marsh rabbit	*Sylvilagus palustris hefneri*	E
North Atlantic right whale	*Eubalaena glacialis*	E
Perdido Key beach mouse	*Peromyscus polionotus trissyllepsis*	E
Sanibel Island rice rat	*Oryzomys palustris sanibeli*	SSC (1,2)
Sei whale	*Balaenoptera borealis*	E
Sherman's fox squirrel	*Sciurus niger shermani*	SSC (1,2)
Sherman's short-tailed shrew	*Blarina carolonensis [=brevicauda] shermani*	SSC (2)
Silver rice rat (Rice rat, lower FL Keys)	*Oryzomys argentatus (Oryzomys palustris natator)*	E
Southeastern beach mouse	*Peromyscus polionotus niveiventris*	T
Sperm whale	*Physeter macrocephalus*	E
St. Andrews beach mouse	*Peromyscus polionotus peninsularis*	E
INVERTEBRATES		
CORALS		
Pillar coral	*Dendrogyra cylindricus*	E
CRUSTACEANS		
Panama City crayfish (Econfina crayfish)	*Procambarus econfinae*	SSC (1)
Sims sink crayfish (Santa Fe cave crayfish)	*Procambarus erythrops*	SSC (1)
Black Creek crayfish	*Procambarus pictus*	SSC (1)
INSECTS		
Miami blue butterfly	*Cyclargus [=Hermiargus] thomasi bethunebakeri*	E
Schaus' swallowtail butterfly	*Heraclides aristodemus ponceanus*	E
MOLLUSKS		
Florida tree snail	*Liguus fasciatus*	SSC (1)
Stock Island tree snail	*Orthalicus reses [not incl. nesodryas]*	E

Florida Everglades Eco-Toon Tours Drug Free Policy:
Florida Everglades Eco-Toon Tours is committed to the strict enforcement of the United States Coast Guard and U.S.
Department of Transportation regulations applicable to vessels licensed to carry passengers or engaged in commercial service.
We will prohibit the use, sale, distribution, manufacture, or possession of illegal drugs or drug paraphernalia.

To facilitate enforcement of the provisions of this policy, the company will use every legal means to deter and/or detect violation including, but not limited to urine, breath, or blood testing of captains, crewmembers, and independent contractors as required by DOT and Uscg under the following circumstances:
1.) Pre-employment
2.) Reasonable suspicion.
3.) Post incident.
4.) Random.
5.) Periodic.
6.) Return to Duty.

Captains and crew members will be enrolled in a random drug test program and remain in compliance with the Coast Guard mandatory testing regulations.
We understand that a refusal test is deemed a positive test for self employed or owner-operators, resulting in notifying the Coast Guard.
All captains and crew members will receive information and training on the effects of controlled substance use on personal health, safety, and the work environment. This also includes the information on the behaviors and other signs of drug use or abuse. Total education and training under the company's Employee Assistance Program will be 60 minutes in length.

Florida Everglades Eco-Toon Tours Drug Free Policy & Environmental Safety Standards Acknowledgement:

I have read the above guidelines and understand Florida Everglades Eco-Toon Tours commitment to safety, a drug free workplace, and protecting Florida's natural resources and endangered, threatened, and species of special concern. I also understand that Florida Everglades Eco-Toon Tours encourages the continued development of these guidelines by their employees.

Employee Signature :_____

Date:_____

SHIPBOARD SAFETY MANAGEMENT & CONTINGENCY PLAN GUIDE

Florida Everglades Eco-Toon Tours

PASSENGER SAFETY ORIENTATION,

1. Captains will announce during his safety briefing to his passengers, the locations of all emergency equipment and their locations on the Vessel before departure.
2. Captains will also point out the location of the vessels emergency communications placard, during his safety briefing to the passengers
   ** "ERT"- Emergency Response Team- Home Base, 911- Fire, Police, EMT/Ambulances, Sheriff, FWC, Coast Guard, Sea Tow.

* LOSS OF STEERING

1 Shut off engine, anchor, or beach vessel.
2. Notify home base or designated ERT, report location.
3. Take a count of passengers/ move to safe location, provide first aid if required.
4. Repair if possible or contact back-up vessel and give location.
5. Evacuate passengers to a safe refuge, Prepare for tow.
6. Inform Coast Guard

* COLLISION and GROUNDING

1. Notify home base or designated ERT, report location.
2. Assemble passengers, provide first aid if required and take a count of passengers.
3. Locate and access damage. Turn on bilge pumps or beach vessel if taking on water.
4. Provide status report to other vessels in area. Contact shore resources for possible tow
5. In case of fire, take actions as described under "Fire and explosion"
6. If the decision is made to abandon ship, take actions described under "Abandon vessel"
7. Inform Coast Guard.

* FIRE

1. Shut off engine and fuel supply.
2. Move passengers away from fire
3. Maneuver vessel to minimize effect of wind on fire.
4. Locate and use fire extinguishers at base of flames.
5. Contact home base and designated ERT. and /or back up vessel, report location.
6. Make the decision to stay or abandon ship.
   **If the decision is made to abandon ship, take actions described under "Abandon vessel
7. Inform Coast Guard.

- FLOODING

1. Notify home base or designated ERT, report location.
2. Locate the extent of the damage
3. Start Bilge Pumps.
4. Ground or beach vessel, if close to shore.
5. Notify other vessels in the immediate area, report location.
6. Take a count of passengers and check for missing people.
7. Make the decision to stay or abandon ship
8. Don life vests If in deep water.
9. Inform Coast Guard.

- ABANDON SHIP

1. Notify home base or designated ERT
2. Notify other vessels in area.
3. Take account of passengers and check for missing people
4. Don life vest
5. Execute the most effective way to evacuate passengers, intentional grounding of the vessel, running it into shore or maneuvering vessel alongside another vessel.
6. Direct passengers to point of safety.
7. Abandon Vessel.
8. Inform Coast Guard.

* MAN OVERBOARD

1. Upon sighting a person overboard, throw out life ring with attached lifeline into the water
2. Have passengers always keep person overboard in sight.
3. Maneuver vessel for pick up.
4. Recover the person
5. Render CPR if necessary / Call 911 for assistance if also necessary
6. Notify home base and /or designated ERT, report location.
7. Follow the procedures under " Medical emergency " as appropriate
6. Return to home base immediately.

* MEDICAL EMERGENCY.

1. Render first aid/ CPR.
2. Notify home base. or designated ERT and report location.
3. If required seek medical - evacuation help with 911
4, Inform local ambulance service 911, and home base, give estimate time of arrival back at home port, if and when, underway.
5. Return to home base immediately if possible.

Daily Ship's Log

M/V \ S/V

Date:

Time	Log Entry

Lifesaving/Firefighting/General Maintenance

Training/Drills

1 CHECK the scene for safety, form an initial impression and use personal protective equipment (PPE)

2 If the person appears unresponsive, CHECK for responsiveness, breathing, life-threatening bleeding or other life-threatening conditions using shout-tap-shout

3 If the person does not respond and is not breathing or only gasping, CALL 9-1-1 and get equipment, or tell someone to do so

4 Kneel beside the person. Place the person on their back on a firm, flat surface

5 Give 30 chest compressions

- Hand position: Two hands centered on the chest
- Body position: Shoulders directly over hands, elbows locked
- Depth: At least 2 inches
- Rate: 100 to 120 per minute
- Allow chest to return to normal position after each compression

6 Give 2 breaths

- Open the airway to a past-neutral position using the head-tilt/chin-lift technique
- Pinch the nose shut, take a normal breath, and make complete seal over the person's mouth with your mouth
- Ensure each breath lasts about 1 second and makes the chest rise; allow air to exit before giving the next breath

Note: If the 1st breath does not cause the chest to rise, retilt the head and ensure a proper seal before giving the 2nd breath. If the 2nd breath does not make the chest rise, an object may be blocking the airway.

7 Continue giving sets of 30 chest compressions and 2 breaths. Use an AED as soon as one is available! Minimize interruptions to chest compressions to less than 10 seconds.

PART III LIFESAVING

The prudent mariner should check all lifesaving equipment on a monthly basis.

ALL LIFESAVING EQUIPMENT CHECKED AND FOUND IN SATISFACTORY CONDITION.

	Life Jackets			Ring Buoys					Life Floats				EPIRB
	Type I retro-reflective material attached properly, snap hooks in good condition	No. of life jackets on vessel same as no. on COI	Vessel name marked in block letters	No. on vessel same as no. on COI	Water light works and attached with 3 ft line with a corrosion resistant 50 lb strength clip	Life line 60 ft long, buoyant and at least 5/16" diameter	Type II retro-reflective material properly attached	Vessel name marked in block letters	Proper size weak link attached to end of painter and then to vessel; 100 ft. painter, dark color synthetic, float-free	Type II retro-reflective material properly attached	Float-free water light attached with 3/8" UV resistant 18 ft lanyard	2 buoyant 4 ft paddles labeled with vessel's name attached to each life float	Test using the integrated test circuit and output indicator
Month	Date/Initials			Date/Initials					Date/Initials				Date/Initials

Florida Everglades Eco-Toon Tours

Shipboard Safety Management & Contingency Plan 2024

Florida Everglades Eco-Toon Tours remains committed to a culture of on-water safety within our company activities and believes this is a benefit to our customers, our staff, and all other users of our local waterways. In the spirit of continual improvement, we have policies and procedures to further enhance our already robust safety protocols.

During regularly scheduled meetings, time is set aside to specifically focus on and discuss safety policies and concerns related to the on-water safety of our tours. We remain prepared to further enhance our safety protocols as potential concerns arise and will update our policies as needed.

Shipboard Safety Management Policies

- Training
- Duties and Responsibilities
- Safety Instruction to Passengers and Orientation Safety Card
- Policies and Procedures that Reduce Marine Casualties
- Potential Hazards to be Aware of Enroute and what to do if New Hazards Arise
- Awareness of Our Vessels and Recreational Boats on the Water, Captain Qualifications and Tasks While Operating an Airboat

1. **Emergency Action Contingency Plan**
   - Geographical Area of Operation Passenger Diversity
   - Passenger Accountability Assessment of Emergencies
   - Procedures to Mobilize Emergency Response Team Loss of Steering or Vessel Not Under Control Collision and Grounding
   - Fire and Explosion Oil Spill
   - Abandon Ship Man Overboard
   - Emergency on Another Vessel Medical Emergency

2. **List of Contacts and Reporting Procedure**
   - List of Contacts
   - Responsible Person
   - Reporting Procedures

Florida Everglades Eco-Toon Tours offer 30 Minute, 1 Hour, 90-Minute and Sunset Tours on West Lake Toho. Our boats are USCG certified, 15 to 30 passenger vessels. We require all our captains to have a master captain's license- We have a minimum 7-day training session (more if needed) to help the captains learn the lake.During the 7-day training period the captain has to check off everything on the new captains training program. Please see the check off list below.

Captains New Hire Training Check Off List

All items on the list will need to be checked off by Upper Management:

1. Ride with captains to learn lake and routes.
   Manager Signature: _____

2. Learn and perform docking at loading platforms.
   Manger Signature : _____

3. Pass off safety speech.
   Manager Signature: _____

4. Know how to check out airboats before use (See Morning Check Off List).
   Manager Signature: _____

5. Perform cleaning of boat prior to daily trips.
   Manager Signature: _____

6. Demonstrate and understand all safe areas, one-way zones, idle zones and out of area zones.
   Manager Signature: _____

7. Read and understand Florida Everglades Eco-Toon Tours Safety Manual.
   Manager Signature _____

8. Ride with upper management for final approval.
   Manager Signature_____

1. Shipboard Safety Management Policies:

Training: Florida Everglades Eco-Toon Tours captains have a USCG master captain's license and are certified in first aid and CPR. The captains go through a 7-day training period to learn our tour routes, learn our boat safety speech, and to get familiar with our boats. Before any new captain is allowed to operate a boat solo, they must complete required training days and get signed off by management. Our office personnel are also certified in first aid and CPR. Management personnel trains all captains, dock hands, etc... on how to respond to the needs of our customers.

Duties and Responsibilities: Florida Everglades Eco-Toon Tours duties and responsibilities are specific to each employee. Captains are trained to deal with all potential incidents that might occur on the pontoon boat. Home base personnel are trained to help respond as a first responder and are available for the captain or passengers on the boat.

Safety Instructions to Passengers and Orientation: Florida Everglades Eco-Toon Tours captains instruct the passengers how to contact home base in case of an emergency. Captains also inform passengers of all lifesaving equipment and means to contact the first responder before embarkation. This is part of the safety speech the captains will be required to pass off during training.

Safety Card: The captain informs the passengers that the safety card is in the orange safety box. We have copies of all emergency procedures, emergency check-off lists, and all emergency contact info in our orange safety box.

Policies and Procedures that Reduce Marine Casualties: To reduce the possibility of any marine incidents, if a captain sees any potential unsafe or low water areas, they are to mark it on the map, located in the office, as well as alert other captains in the group text that is used daily for updates.
All boat captains understand that seeing and being seen by all other boat operators is an important part of safety on the water.

Potential hazards to be aware of enroute and what to do if new hazards arise: Florida Everglades Eco-Toon Tours train our captains to identify and report to management any potential hazards on the lake. As part of the training, we instruct all captains to report any of the following ASAP:

- Lower water levels
- Blind or low visibility areas due to vegetation, fog, or any other object
- Sand bars
- Any other potential hazards

Awareness of fleet and recreational boats on the water: Florida Everglades Eco-Toon Tours captains are trained to be respectful of other boats by keeping a safe distance to avoid any potential issues.

Captain qualifications and tasks while operating a pontoon boat: All of Florida Everglades Eco-Toon Tours captains have a USCG master captain's License along with the new state airboat course (Ellies Law). Our captains are trained to professionally drive our boats and keep our customers and the boats safe. All captains are attentive and alert of any other boat on or around our routes.

2. Emergency Action or Contingency Plan

The Captain is trained on how to deal with specific emergencies. The captain's priority is to ensure the safety ofpersonnel and the vessel, and to take action to prevent escalation of the incident. This plan contains an action plan for each emergency that might be encountered.

Our main goal is to ensure that all our passengers, during potential emergencies, remain safe and uninjured. In case of an emergency these procedures will help the captains and first responders to provide the best care for all the passengers.

Geographical area of operation: Florida Everglades Eco-Toon Tours have prompt assistance from our home base and local agencies. There is a list of contact information for both personnel at home base and the local authorities.

Passenger diversity: Florida Everglades Eco-Toon Tours carry a wide range of passenger diversity.
Passengers may be elderly and frail, physically handicapped, or there may be small children. All captains at Florida Everglades Eco-Toon Tours are trained in CPR and First Aid for customers of all ages.

Passenger accountability: Home base keeps a number count of all passengers. The captains are informed of any special needs or conditions for the passengers aboard the airboat.

Assessment of emergencies: The first step in this process is to assess the extent of the emergency, such as the nature of the damage to the vessel or machinery. Our captains are trained on how to assess the problem and determine what is required to keep all the passengers safe. All captains are trained on how to assess a problem and act on what needs to be done first. It is the captain's responsibility to keep all passengers safe and out of harm's way. Once the Captain has assessed the problem, they then will attend to all that might be injured

Procedures to mobilize emergency response team: The following is a list of specific actions that are taken to counteract each emergency and prevent or minimize any damage or injuries:

1. **Loss of Steering or Vessel not Under Control**: In case of steering loss, the captains will check the primary steering cable to see what the problem is. If the primary steering cable is damaged check the backup steering o If primary and secondary steering cables are damaged captain will deploy the anchor if necessary.
   Have home base send a backup boat to load all passengers onto to be driven back to dock.
   Have a towboat come and pull the damaged vessel back to dock
2. **Collision and Grounding:** Captain will notify home base by means of personal cell phone o Captain will locate and assess any damages o Captain will provide first aid to any passengers that might be injured o Inform home base and owner of vessel condition o In case of fire, take action as described in "Fire and Explosion"
3. **Fire and Explosion on Board**: Captain will locate the fire. In case of fire the captain will shut down the engine and advise the passengers to remain seated, be calm and do the type 1 life vest located under the seats for evacuation of airboat if necessary. Notify home base. The captain will use the fire extinguisher located to the left of the operator's seat. If additional fire suppressants are needed the captain and designated passenger will use fire buckets located under the seats in front of the captain's seat Captain will inform home base and owners of vessel damage. Owner or home base will inform the Coast Guard
4. **Oil Spill :** The captain will remove or disable potential ignition sources. Notify home base. The captain will ask all passengers to remain seated and away from danger.
5. **Abandon Ship:** When there are no other options, it is the captain's call whether or not to abandon ship. If communication still exists notify home base. Direct passenger to points of safety.
6. **Man Overboard:** Captain, upon sighting a person overboard, will throw a ring lifebuoy with lifeline as close as possible to the person overboard. The captain will then advise passengers to remain seated and help keep visual contact with the person overboard. The captain will determine port or starboard side pick-up. The captain will maneuver the vessel towards passengers. The captain with the aid of a designated passenger will recover the passenger. As needed, provide any medical assistance to passengers. The captain will call 911 and advise paramedics of the closest location for medical help. Captain will follow M.O.B procedures as described on the safety placard.
7. **Emergency on Another Vessel:** Contact home base and instruct them to contact local emergency response teams. Captains will provide help as long as the passengers on board are out of harm's way
8. **Medical Emergency:** All captains will render first aid and CPR as needed and notify home base. Captains and home base will ensure that the local authorities are contacted
9. **Responsible Person:** All captains operating the airboat will be responsible for all emergency procedures on the vessel.

Reporting Procedures: The captain or home base oversee providing clear guidance to the emergency response team on the preferred means of communication.

All captains and home base personnel are trained on how to deal with all types of emergencies. Training sessions are held regularly to ensure all are adequately trained to provide a safe and prompt emergency action plan. All incidents are documented as a source of improving our training sessions and procedures, as well as required by the Coast Guard.

We have on our boat an orange safety box. In the safety box we will have all emergency contacts, map, man overboard placard, fire on board placard, and emergency check off list.

All captains are required to carry a cell phone for the purpose of contacting home base in case of an emergency.

Owners:

Chris Passmore	**270-438-6169**
Yvette Passmore	**813-451-5942**
Home Base:	407-717-1024
USCG Emergency	**904-714-7558**
Police	**911**

FLORIDA EVERGLADES ECO-TOON TOURS

EMPLOYEE HANDBOOK



Our Vision:
We strive to be an authentic slice of Old Florida. We are here to show our guests the true beauty of Florida and what brought us here in 2010. We have successfully been involved in running eco tours since 2013. We are here to keep tradition alive and share what this beautiful land has to offer.

- We are passionate about protecting our unique ecosystem and making sure all wildlife is kept from harms way as we view them in their natural habitat.
- We offer tours by reservation only. We control the number of trips daily enabling us to properly space out arrivals and departures.
- Dockhands located at the departure site are to assist guests during arrival and departure. They are also required to maintain the dock and surrounding area, such as the bathroom, ramp, and shoreline around the dock.
- We offer 30 minute, 1- hour, 90 minute and sunset tours.
- Our professionally builts, 15-30 passenger boats are equipped with the latest noise abatement technology.
- Our professional Captains share Florida's natural beauty coinciding with enjoyable narrations about the wildlife that inhabits our area.

We are here to give our guests the true "Native Florida Experience", to share the beauty of our environment. Guests should leave feeling they have had a glimpse of true Florida.

Requirements for Master Captain:
1.) Master Captains License
2.) Twic Card
3.) CPR Card
4.) Drug test on file
5.) Drug Consortium
6.) MVR past 5 years
7.) Employment history (applicable to new hires)
8.) Valid Driver's License
9.) AOCC
10.) Signed and Acknowledged company safety/operation manual
11.) Ellies Law Certificate

Required Information on all Vessels:
1.) Copy of boat registration with original copy on file at office
2.) Picture of vessel, used at the subject property operations
3.) Coast guard inspection (yearly) COI 15-30 passenger vessels and copy of inspection
4.) Notice of any modifications such as seating, flotation. If applicable

5.) Copy of business license with original copy on file at office
6.) Company name must be 5 1/2 in high, applied on the boat. 12" in assigned vessel number
7.) Boat inspections are required periodically.
8.) Emergency plaque to include office phone number, 911, sherriff #, FWC #, Sea Tow #, Coast Guard # - also provided at the office.

Ellies Law -
Requires all Captains to have passed a three day Fish and Wildlife Association approved boating course, Certifications must be kept on Captain at all times. As well as a copy of a current CPR course

Safety Rules:
Captain will check the ages of all children on the vessel. Children 6 years old and under, are required by law to wear a life jacket.

Captain will instruct an adult to sit next to each child in the seat.

Once passengers are seated on the boat, the Captain will begin safety rules and guidelines before departure.

The rules to be communicated are as follows:
1.) No reaching or leaning of any body part outside of the boat.
2.) Passengers cannot discard any item from the boat.
3.) Passengers are responsible for all items brought aboard.
Florida Everglades Eco-Toon Tours claims no responsibility for items that may get wet or fall into water.
4.) No swimming or diving of the boat.
5.) Captain is to give detailed location of lifejackets and all other safety equipment on board per USCG regulations. (fire extinguisher, flares, first aid kit etc.)
6.) All passengers are to remain seated until the boat is tied off at the dock.

If a passenger (especially a child) doesn't follow any of the safety rules, the Captain will immediately come to an idle and / or shut off the boat engine until everyone onboard is in compliance. This should be handled in a courteous but effective manner.

Upon Departure the Captain will:
1.) Observe all NO wake zones, buffers, and idle zones in and around the boat ramp and dock area.
2.) Maintain a 1 foot minimum clearance from the side of the boat to any obstacle.
3.) Reduce speed and/or take evasive action when any boats are in their path.

4.) Make every attempt to not run through catttalls or pickerel weed for the enjoyment and safety of passengers.
5.) Always head back to a place of shelter if dangerous weather is observed. Captain is to use their discretion/common sense to complete the tour once the threat of weather has vacated the area. Lighting and thunder immediately suspends the tour and shelter is to be found when lightning and thunder are detected 10-12 miles from boat location.

Safety Equipment required on inspected vessels:
1.) US Coast Guard approved flotation devices/ PDF's with whistles.
2.) Offshore First Aid Kit
3.) B-1 approved fire extinguisher
4.) Coast Guard approved Throw Ring
5.) Whistle located at Drivers seat
6.) Minimum of 6 emergency flares placed in a water proofed container - 3 day & 3 night.
7.) Paddle or Push Pole
8.) 12X12' orange flag
9.) Cell Phone
10.) Plaque with phone number for all guest to see
11.) 3 - 3 gallon fire buckets
12.) Fuel shut off system - bilge shut off system
13.) Manual Hand Pump

Captain Responsibilities:
Captain is to maintain the boat.
Daily-
1.) Check oil
2.) Keep boat clean of any debris/trash leaf behind
3.) Wipe & clean seats (damp rag can be used to prevent mola and cause any deterioration)
Twice Weekly-
4.) Check grease fitting on boats that have century hub, 1-shot of grease in the 3 fitting on hub

Florida Everglade Eco-Toon Tours Environmental Safety Standards:
Captains are required to follow idle speed zones in order to protect endangered, threatened species of special concern as defined by the Florida Fish & Wildlife Commission (FWC).

Florida Everglades Eco-Toon Tours and its employees will maintain updates to coincide with Snail Kite nesting and foraging areas immediately upon receiving updates and communication with the Snail Kite Coordinator, FWC. (Captains are strongly encouraged to attend a minimum of one FWC Snail Kite meeting per year)

Captains are to be able to identify all Florida's Imperiled Species and will be familiar with FWC's laws relating to endangered species (F.A.C.) CH 68A27.

All tours are to include educational information on preservation, conservation, and the protection of our beautiful and unique ecosystem. Wildlife will be kept out of harms way as they are viewed in their natural habitats.

Captains will be able to identify all of Florida endangered, threatened, indigenous, and invasive plants and their importance to our ecosystem.

Captains will consistently monitor vessel, including daily maintenance check of oil pressure, ignition, exhaust, and grease fittings.

Florida Everglades Eco-Toon Tours will abide by caution zones, as well as idle zones and mark distances from the shoreline.

Rules of the Road:

1.) We are an Eco-Tour company. Our tours are to entertain guests with knowledge of Florida Swamps and Marshes as well as briefing on the Everglades. Understanding and learning about the species of wildlife in our area is mandatory.
2.) We do not intend on giving a fast ride through the marsh.
Our selection of tours is to provide enough time for guests to learn, see wildlife, and utilize this time to take pictures if they would like. If we are moving too fast, guests will not be able to do so.
3.) Flora is another key point of our tours. It is important to understand which are native or invasive and to know facts about these plants.
4.) Be courteous at all times.
5.) Take care of your boat. Washing and cleanings are to occur regularly. Make sure all levels are good and if they aren't notify us.

Employee Signature:_____

Date:_____

Florida Everglades Eco-Toon Tours Drug Free Policy:
Florida Everglades Eco-Toon Tours is committed to the strict enforcement of the United States Coast Guard and U.S.
Department of Transportation regulations applicable to vessels licensed to carry passengers or engaged in commercial service.
We will prohibit the use, sale, distribution, manufacture, or possession of illegal drugs or drug paraphernalia.

To facilitate enforcement of the provisions of this policy, the company will use every legal means to deter and/or detect violation including, but not limited to urine, breath, or blood testing of captains, crewmembers, and independent contractors as required by DOT and Uscg under the following circumstances:
1.) Pre-employment
2.) Reasonable suspicion.
3.) Post incident.
4.) Random.
5.) Periodic.
6.) Return to Duty.

Captains and crew members will be enrolled in a random drug test program and remain in compliance with the Coast Guard mandatory testing regulations.
We understand that a refusal test is deemed a positive test for self employed or owner-operators, resulting in notifying the Coast Guard.
All captains and crew members will receive information and training on the effects of controlled substance use on personal health, safety, and the work environment. This also includes the information on the behaviors and other signs of drug use or abuse. Total education and training under the company's Employee Assistance Program will be 60 minutes in length.

Florida Everglades Eco-Toon Tours Drug Free Policy & Environmental Safety Standards Acknowledgement:

I have read the above guidelines and understand Florida Everglades Eco-Toon Tours commitment to safety, a drug free workplace, and protecting Florida's natural resources and endangered, threatened, and species of special concern. I also understand that Florida Everglades Eco-Toon Tours encourages the continued development of these guidelines by their employees.

Employee Signature :_____

Date:_____

DRUG AND ALCOHOL POLICY DISCIPLINE:

The purpose of this policy is to ensure public safety and to maintain a safe, and productive work environment for all employees by preventing accidents or other dangerous incidents that may result from drug or alcohol use. This policy pertains to all employees of the company who have cause to be on company vessels and other company owned or leased properties. Employees found to be in violation of this policy either directly possessing or using alcohol or drugs, as described above, or through a verified positive drug test or by court conviction, will be subject to immediate discharge from employment. Any employee who fails to cooperate with the requirements set forth in this policy, including refusal to test, failure to provide a specimen within a reasonable time, failure to report for a scheduled appointment to provide a specimen, adulteration of a specimen, will be subject to disciplinary action that may include Immediate termination of employment.

POLICY STATEMENT: The possession, use, or sale of alcohol on company premises during work hours is strictly prohibited.
Further, the possession, use or sale of illegal drugs is prohibited at any time.

Employees are prohibited from reporting to work under the influence of alcohol or detectable levels of controlled substances.

An employee who is taking a prescription drug is required to present to the company a statement from the prescribing physician that the prescription drug will not impair the employee's work performance.

The company will require drug testing of applicants for employment in safety-sensitive positions. Any applicant who refuses to submit to the test will no longer be considered eligible for employment.

The company will require drug testing of employees who hold safety-sensitive positions. Any employee who refuses to submit to the test will no longer be considered eligible for employment.

ADMINISTRATIVE:

The company strictly prohibits the use, possession, sale of illegal drugs, drug paraphernalia or unsanctioned use of alcohol aboard company vessel(s) or property. The company will cooperate fully with public authorities in the prosecution of anyone in violation of said prohibition. Information

concerning drug and/or alcohol test results, or violations of this policy will be treated as confidential information. Such information will be released only to management representatives who have a need to know. This information will also be provided to the Coast Guard or other federal and state agencies where required by law or regulation.
Test results or documentation showing the employee has been subject to random drug testing shall be provided to that employee or to their designated representative, upon written request by the employee.

ALCOHOL AND DRUG POLICY ACKNOWLEDGMENT:

I, _____, acknowledge that I have read the company alcohol/drug policy, and that I fully understand that violation of this policy will be grounds for immediate termination of my employment.

Signature_____

Date_____

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:55:40 PM 5/11/2026

Licensee Information

Name:	**CAPTAIN AND TEQUILA DOCKSIDE LLC (Primary Name)** **BIG TOHO MARINA (DBA Name)**
Main Address:	**3450 SEAMAN AVE** **SAINT CLOUD Florida 34772**
County:	**OSCEOLA**
License Location:	**69 LAKEVIEW DRIVE** **KISSIMMEE FL 34741**
County:	**OSCEOLA**

License Information

License Type:	**Retail Beverage**
Rank:	**4COP**
License Number:	**BEV5903685**
Status:	**Current,Active**
Licensure Date:	**05/09/2024**
Expires:	**09/30/2026**

Special Qualifications	Qualification Effective
Special Food Service - COP only	**05/09/2024**

Alternate Names

View Related License Information
View License Complaint

Exh C

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850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:56:06 PM 5/11/2026

Licensee Information

Name:	**CAPTAIN AND TEQUILA DOCKSIDE LLC (Primary Name)** **BIG TOHO MARINA (DBA Name)**
Main Address:	**69 LAKEVIEW DRIVE** **KISSIMMEE Florida 34741**
County:	**OSCEOLA**
License Mailing:	**3450 SEAMAN AVENUE** **SAINT CLOUD FL 34772**
County:	**OSCEOLA**
License Location:	**69 LAKEVIEW DR** **KISSIMMEE FL 34741**
County:	**OSCEOLA**

License Information

License Type:	**Permanent Food Service**
Rank:	**Seating**
License Number:	**SEA5900011**
Status:	**Current,Active**
Licensure Date:	**04/23/2024**
Expires:	**04/01/2027**

Special Qualifications	Qualification Effective
No Plan Review	**04/23/2024**
Osceola APR	
50-149 SEATS	
Risk Level 2	**02/18/2026**

Alternate Names

View Related License Information
View License Complaint

View Recent Inspections

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
KISSIMMEE MARINA BY LAKE TOHO INC

Filing Information

Document Number	P21000094834
FEI/EIN Number	87-3393728
Date Filed	11/03/2021
Effective Date	11/03/2021
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	01/23/2025
Event Effective Date	NONE

Principal Address

69 LAKEVIEW DRIVE
KISSIMMEE, FL 34741

Changed: 04/18/2022

Mailing Address

120 BROADWAY
SUITE 201
KISSIMMEE, FL 34741 UN

Registered Agent Name & Address

ESPINOSA, JAILENE N
17-19 BROADWAY
KISSIMMEE, FL 34741

Officer/Director Detail

Name & Address

Title P

ESPINOSA, JORGE E
120 BROADWAY
KISSIMMEE, FL 34741

Exhibit E

Annual Reports

Report Year	Filed Date

2022	04/18/2022
2023	03/06/2023
2024	04/29/2024

Document Images

01/23/2025 -- VOLUNTARY DISSOLUTION	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
04/18/2022 -- ANNUAL REPORT	View image in PDF format
11/03/2021 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Profit Corporation
KISSIMMEE MARINA BY LAKE TOHO INC

Filing Information

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FEI/EIN Number	87-3393728
Date Filed	11/03/2021
Effective Date	11/03/2021
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	01/23/2025
Event Effective Date	NONE

Principal Address

69 LAKEVIEW DRIVE
KISSIMMEE, FL 34741

Changed: 04/18/2022

Mailing Address

120 BROADWAY
SUITE 201
KISSIMMEE, FL 34741 UN

Registered Agent Name & Address

ESPINOSA, JAILENE N
17-19 BROADWAY
KISSIMMEE, FL 34741

Officer/Director Detail

Name & Address

Title P

ESPINOSA, JORGE E
120 BROADWAY
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date

2022	04/18/2022
2023	03/06/2023
2024	04/29/2024

Document Images

01/23/2025 -- VOLUNTARY DISSOLUTION	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
04/18/2022 -- ANNUAL REPORT	View image in PDF format
11/03/2021 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

FILED
Jan 23, 2025
Secretary of State

ARTICLES OF DISSOLUTION

Pursuant to section 607.1401, Florida Statutes, this Florida corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:

KISSIMMEE MARINA BY LAKE TOHO INC

SECOND: The document number of the corporation: P21000094834

THIRD: The file date of the articles of incorporation: November 3, 2021

FOURTH: None of the corporation's shares have been issued.

FIFTH: No debt of the corporation remains unpaid.

SIXTH: The net assets of the corporation remaining after winding up, if any, have been distributed.

SEVENTH: A majority of the incorporators or directors authorized the dissolution.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in section 817.155, Florida Statutes.

Signature: JORGE E ESPINOSA PRESIDENT

Electronic Signature of Signing Officer, Director, Incorporator or Authorized Representative

Exh F

FILED
Jan 23, 2025
Secretary of State

Notice of Corporate Dissolution

This notice is submitted by the dissolved corporation named below for resolution of payment of unknown claims against this corporation as provided in s. 607.1407, F.S.

Name of Corporation:

KISSIMMEE MARINA BY LAKE TOHO INC

Date of dissolution will be the date the dissolution is filed with the Department of State or as specified in the Articles of Dissolution.

Description of information that must be included in a claim:

CHANGE OF OWNERSHIP AND CORPORATE NAME

Mailing address where claims can be sent:

120 BROADWAY
SUITE 201
KISSIMMEE, FL 34741

A claim against the above named corporation will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this notice.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in section 817.155, Florida Statutes.

Signature: JORGE E ESPINOSA

Electronic Signature of the Person Filing

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P21000094834

Entity Name: KISSIMMEE MARINA BY LAKE TOHO INC

Current Principal Place of Business:

69 LAKEVIEW DRIVE
KISSIMMEE, FL 34741

Current Mailing Address:

120 BROADWAY
SUITE 201
KISSIMMEE, FL 34741 UN

FEI Number: 87-3393728

FILED
Apr 29, 2024
Secretary of State
0681559838CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ESPINOSA, JAILENE N
17-19 BROADWAY
KISSIMMEE, FL 34741 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	ESPINOSA, JORGE E
Address	120 BROADWAY
City-State-Zip:	KISSIMMEE FL 34741

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JORGE E ESPINOSA OWNER 04/29/2024

Electronic Signature of Signing Officer/Director Detail — Date

ITEM 8.B
Advisory Board Vacancy: Planning Advisory Board

Request

The Commission is requested to make an appointment to fill a vacancy on the Planning Advisory Board.

Explanation

Planning Advisory Board Member Alex Alemi has declined to be reappointed, resulting in a vacancy on the board. Attached are the pre-approved applications for commission consideration.

Recommendation

Appoint a new member to fill an open vacancy on the Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. (PAB) Applicant-Hugo Tirado (City Resident)
2. (PAB) Applicant-Glennisha Bras (City Resident)
3. (PAB) Applicant-Lillian Evans (City Resident)
4. (PAB) Applicant-Martin Levert (Maintains Business in the City)
5. (PAB) Applicant-Richard Herr (Maintains Business in the City)
6. (PAB) Applicant-Marie Isidor (Maintains Business in the City)

Advisory Board Application

Submitted on	4 May 2026, 10:03PM
Receipt number	182
Related form version	12

Applicant Information

First Name	Hugo
Last Name	Tirado
Street Address	2920 Flora Ridge Circke, apt 237
City	Kissimmee
State	Florida
Zip Code	34741
Phone	4077388133
Email	hutirado@gmail.com
Name of Employer	Hugo
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	ASCND Business Advisory

Street Address of Business Owned/Operated by Applicant	2920 Flora Ridge Circle
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	Florida
Zip Code of Business Owned/Operated by Applicant	34741

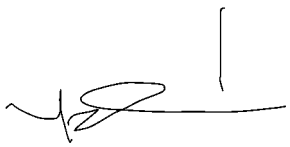
Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	SISPAH Foundarion (President)
Please list any special skills or certifications?	Real Estare License
Please attach your resume or proof of qualification and/or licenses.	IMG_4545.jpeg

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature



Link to signature

HUGO TIRADO

2920 Flora Ridge Circle | Kissimmee, FL 34741
407-738-8133 | Hutirado@gmail.com

EXECUTIVE PROFILE

Senior Hospitality Executive with over 20 years of leadership experience in luxury hotels, large-scale convention properties, food & beverage operations, and strategic business development. Economics graduate from the University of Connecticut with extensive experience managing multimillion-dollar revenue divisions and convention facilities exceeding 1,000,000 square feet of meeting space. Proven track record in profitability enhancement, operational excellence, and executive leadership.

PROFESSIONAL EXPERIENCE

Business Consultant – ASCND Business Advisory | Florida (2014–Present)
• Provide executive consulting to hotels and service enterprises
• Develop financial models, pro-formas, and operational frameworks
• Drive revenue optimization and cost-control initiatives

Vice President, Business Development – Oakridge Energy Solutions | Melbourne, FL (2014–2017)
• Led corporate growth strategy and revenue expansion initiatives
• Managed executive-level negotiations and strategic partnerships

Manager of Catering & Conventions – Rosen Hotels | Orlando, Florida (2006–2013)
• Oversaw multimillion-dollar banquet revenue divisions
• Directed operations for convention properties exceeding 1,000,000 sq ft
• Led large cross-functional hospitality teams

Vice President of Restaurants & Banquets – Hotel El Convento | San Juan, Puerto Rico (2000–2006)
• Directed luxury food & beverage operations and full banquet services
• Managed P&L; oversight, forecasting, and cost control strategies

LEADERSHIP & COMMUNITY

Founder & President – Sispah Foundation for Kids
• Founded nonprofit dedicated to supporting underprivileged youth
• Led strategic direction, fundraising, and board oversight for five years

EDUCATION

Bachelor's Degree in Economics – University of Connecticut

Advisory Board Application

Submitted on	4 November 2025, 9:57AM
Receipt number	132
Related form version	12

Applicant Information

First Name	Glennisha
Last Name	Bras
Street Address	2410 Braemar drive
City	Kissimmee
State	Florida
Zip Code	34743
Phone	6892789215
Email	glennishabras@gmail.com
Name of Employer	Corix
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

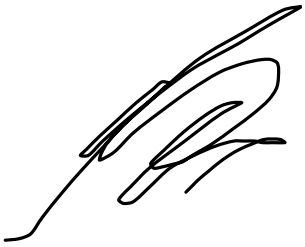
Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	I want to serve on the Civilian Police Oversight Board because I believe effective oversight is not about opposition,it's about partnership and accountability that benefit both law enforcement and the community.
Why do you think you are a good fit for the Civilian Police Oversight Board?	I believe I'm a strong fit for the Civilian Police Oversight Board because I bring both leadership experience and a balanced perspective rooted in fairness, accountability, and community trust.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	While I have not yet served on an official board, I have been actively involved in community-focused activities that reflect my commitment to public service and accountability. My experience includes: • Community Outreach & Advocacy: Volunteering with local initiatives that support families, education, and youth development. • School and Parent Engagement: Assisting with homeschool and parent-led educational programs to promote equitable learning opportunities for children. • Public Safety & Civic Involvement: Participating in community discussions related to safety, fairness, and strengthening trust between residents and public institutions. • Faith and Service Projects: Supporting local faith-based events and community service drives focused on helping families in need. These experiences have given me a strong foundation in listening to diverse perspectives, understanding community concerns, and working collaboratively toward fair and constructive solutions,qualities that align closely with the mission of the Civilian Police Oversight Board.
Please list any special skills or certifications?	• Strong analytical and problem-solving skills developed through professional experience in billing and data review at Corix Water Group • Skilled in researching, interpreting, and presenting information clearly to support fact-based decision-making • Excellent communication and interpersonal skills, with experience facilitating discussions and resolving concerns respectfully and effectively • Proficient in Microsoft Office Suite (Word, Excel, PowerPoint) and data management systems • Currently completing training in Python programming to enhance data analysis and reporting capabilities • Experienced in community engagement, homeschooling advocacy, and educational program coordination • Ordained minister and wedding officiant, demonstrating leadership,

	ethical standards, and strong community trust • Committed to fairness, transparency, and equity in public service
Please attach your resume or proof of qualification and/or licenses.	GLENNISHA BRAS Resume Oct 2025.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	Native Hawaiian or other Pacific Islander
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

GLENNISHA BRAS

Orlando, FL 32837 | 689-278-9215 | Glennishabras@gmail.com

PROSPECTIVE TECHNICIAN & TECHNOLOGIST

CAREER PROFILE

AWS Certified Cloud Practitioner with an understanding of cloud infrastructure, cost management and AWS core services (EC2, IAM, RDS and CloudWatch). Skilled in supporting cloud based- operations, analyzing usage and billing data, properly maintaining functions in compliance with standards. Experienced in defect analysis, radiology, pathology, and pharmacy operations, with a deep understanding of EPIC and Meditech software. Adept at collaborating within cross-functional teams and committed to continuous learning to stay current with emerging technologies.

AREAS OF EXPERTISE

- Technical Support
- Domain Knowledge
- Cost Optimization
- Salesforce System Proficiency
- Billing and Coding
- Power BI/Excel/SQL
- Troubleshooting
- .NET Framework
- Microsoft Office Suite
- Financial Reporting
- Creative Problem-Solving
- Training and Onboarding
- Defect Analysis and Resolution
- Inventory Management
- Past Due Account Management
- Monitoring and Analyzing Processes
- Vendor Accounts Reconciliation
- Project Improvement/Coordination

SUMMARY OF CORE QUALIFICATIONS

→ Effective communicator to assure clear collaboration with team members, clients, and end-users.
→ Proficient in providing technical support, troubleshooting software and hardware issues, and resolving customer problems.
→ Skilled in identifying issues in software or systems and implementing solutions to resolve them efficiently.
→ Known for meticulous attention to detail, critical for ensuring accuracy in coding, billing, and software development.
→ Passionate for problem-solving, including troubleshooting technical issues and optimizing processes.
→ Experience in team leadership and employee training, with the ability to mentor new team members effectively.
→ Capability to monitor and analyze data, enabling the development of more efficient procedures and resource utilization.
→ Familiarity with specific software tools like EPIC, IMBS, Workspace, Salesforce, and Microsoft Office applications.

PROFESSIONAL EXPERIENCE

Corix Water Group | Orlando, FL
Billing Specialist | March 2023 – October 2025

- Reviewed and resolved billing exceptions, ensuring compliance with contract standards.
- Analyzed tariff rate changes and implemented necessary adjustments to ensure accurate billing.
- Internal efficiency projects aligned with FinOps(Cloud Financial Operations).
- Managed electronic payment processing and handled misapplied payments to maintain financial accuracy.

PhyCARE Solutions | Orlando, FL
A/R Specialist | January 2021 – March 2023

- Investigate and resolve discrepancies, and appeals related to patient accounts, ensuring accurate billing and payment processing.
- Daily review of follow-up reports, striving to achieve established goals, and promptly notifying the Manager of any obstacles hindering goal attainment.
- Address daily correspondence, including denials and underpayments, promptly and effectively to rectify patient account issues.
- Initiate billing processes, assign appropriate follow-up actions, and send bills to insurance payers, ensuring timely claims processing.
- Analyze rejected and outstanding claims, identify error codes, and correct and resubmit denied claims to maximize revenue recovery.
- Process administrative and medical appeals, refunds, reinstatements, and insurance claim rejections to maintain accurate financial records.

Guardian Pharmacy LLC | Orlando, FL

Cross Functional-Reimbursement Specialist | January 2018 – January 2021

- Conduct analysis of EDI transactions, document and reports to ensure service level requirements are continually met with satisfaction.
- Maintain working EMR access for navigation and basic troubleshooting.
- Successfully conducts initial testing files for all on boarding.
- Maintained accurate and organized records, perform routine closings, and monitor transaction updates throughout each quarter.
- Ensured invoices are processed efficiently and payments are received promptly by managing interactions with insurance companies.
- Maintained high standards of billing accuracy to prevent errors and delays in payment processing.

DaVita Rx LLC | Orlando, FL

Inventory & Data Management Specialist | February 2016 – February 2018

- Train new employees in the use of Salesforce systems, oversee onboarding processes, and assess trainee competence.
- Improved inventory processes to balance supply needs within budget and space constraints.
- Monitored operational systems and troubleshooting issues by inputting commands to ensure smooth workflow.
- Analyzed departmental work processes to develop more efficient procedures and resource utilization while maintaining high accuracy levels.
- Led and supported team members, fostering cohesive groups and enhancing operational performance.
- Identified opportunities to streamline operations, increase efficiency, and optimize resource allocation.

Rotech Healthcare | Orlando, FL

Billing Specialist | January 2014 – January 2016

- Efficiently processed and managed rejections and denials of insurance claims, ensuring proper resolution.
- Provided training and mentorship to new team members in IMBS and educated managers on accounts payable systems and policies.
- Collaborated effectively with medical payers such as Medicare, Medicaid, and commercial insurances to secure timely and accurate payments.
- Utilized IMBS, Workspace, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint to perform billing and financial tasks.
- Built cohesive teams through effective mentoring and training, promoting operational excellence.
- Maintained a high level of financial accuracy in accounts payable processes to ensure compliance and financial stability.

PROJECTS

New Patient Database Design:

- Created a new patient database for a doctor's office using an existing manual medical data form to collect medical information.
- Created conceptual and logical data models using MS Visio and performed database normalization.
- Managed and documented the conceptual and logical design process.

Financial Projection and Analysis in Excel:

- Developed a detailed financial projection worksheet for the next six years based on provided assumptions.
- Conducted a goal-seek analysis to achieve a Year 6 net income target of $4,000,000.
- Provided a visual representation of the data for easier decision-making.

CERTIFICATIONS

Cloud Practitioner Essentials Certification | AWS November 2022

REFERENCES

Available upon Request

Advisory Board Application

Submitted on	23 May 2026, 2:26PM
Receipt number	190
Related form version	12

Applicant Information

First Name	Lillian
Last Name	Evans
Street Address	1715 sunny st
City	Kissimmee
State	Fla
Zip Code	34741
Phone	3217462043
Email	catlovrs41@aol.com
Name of Employer	Retired
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Lillian affordable services
Work Address	1715 sunny st
Type of Business	Retail
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Lillian affordable service

Street Address of Business Owned/Operated by Applicant	1715 sunny st
City of Business Owned/Operated by Applicant	Lillian evans
State of Business Owned/Operated by Applicant	Fla
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	Like coos
Why do you think you are a good fit for the Civilian Police Oversight Board?	Wanna make sure everything is going right
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	None
Please list any special skills or certifications?	I can investigate very well
Please attach your resume or proof of qualification and/or licenses.	IMG_3447.jpeg

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	



Link to signature

Advisory Board Application

Submitted on	10 November 2025, 8:30PM
Receipt number	139
Related form version	12

Applicant Information

First Name	Martin
Last Name	Levert
Street Address	3538 Amaca Circle
City	Orlando
State	Florida
Zip Code	32837
Phone	9542352738
Email	levertical@hotmail.com
Name of Employer	Florida Technical College
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Florida Technical College
Work Address	3831 W. Vine Street
Type of Business	College
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	NUC University/Florida Technical College
Street Address of Business Owned/Operated by Applicant	3831 W. vine Street
City of Business Owned/Operated by Applicant	Kissimmee

State of Business Owned/Operated by Applicant	Florida
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Chair of Hispanic Business coalition and Osceola Chamber Coalitions Council
Please list any special skills or certifications?	Executive Director of Florida Technical college Kissimmee campus.
Please attach your resume or proof of qualification and/or licenses.	ML RESUME 102025.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

MARTIN LEVERT

3538 Amaca Circle • Orlando, FL 32837 • Cell: (954) 235-2738 • Email: levertical@hotmail.com

OBJECTIVE

Seasoned executive manager with over 25 years of experience in exceeding goals and driving revenue growth through effective leadership, team development, and P&L management seeks an Executive Management position where skills in coaching, training, and compliance will contribute to company success while upholding professionalism and integrity.

SUMMARY OF QUALIFICATIONS

- Proven track record of exceeding budgets and revenue targets through strategic P&L management and team leadership.
- Skilled in cross-departmental communication and fostering individual accountability.
- Strong focus on compliance and integrity.

WORK HISTORY

1/2019–Present — Florida Technical College (Kissimmee Campus)
Executive Director

- Manage the largest for-profit technical college in Florida, overseeing 70+ employees and 1600+ students.
- Supported development of 6 employees who have been promoted to director-level positions at other FTC campuses.
- Supported partnerships with Orlando Magic and Miami Dolphins.

7/2015–1/2019 — Southern Technical College (Orlando Campus)
Executive Director

- Led the largest campus in the STC group, managing 40+ employees and 500+ students.
- Successfully opened new programs, including a welding campus and Vet Assisting Program.

4/2014–7/2015 — Florida Career College (Boynton Beach Campus)
Executive Director

- Managed operations of a campus with 50+ employees and 200+ students, ensuring maximum revenue and profit.

7/2007–4/2014 — Everest University (Pompano Beach Campus)
Director of Admissions / Associate Director of Admissions

- Led admissions teams, achieving the largest student population in Florida.
- Received accolades for admissions excellence and community engagement.

3/2006–7/2007 — Everest University (South Orlando Campus)
Master Admissions Representative

5/2004–3/2006 — ATI Career Training Center
Admissions Rep / Associate Director of Admissions

1999–2004 — Granton Marketing of Mexico/Venezuela
Regional Manager of Advertising and Sales

- Managed 7 advertising offices in Florida and throughout Venezuela and Mexico with over 150 employees.
- Clients included Domino's Pizza, Pizza Hut, Subway, Marriott Hotels, Miami Heat, and other major brands.

COMMUNITY LEADERSHIP & ENGAGEMENT

2024–Present — Osceola Chamber Hispanic Business Coalition
Chair

- Lead strategic direction and programming for countywide Hispanic business engagement.
- Coordinate events, partnerships, and advocacy to elevate Hispanic-owned enterprises.

2025–Present — Osceola Chamber Coalitions Council
Chair

- Oversee cross-coalition alignment and initiatives across multiple Osceola Chamber councils.
- Facilitate collaboration among business, civic, and nonprofit leaders to drive regional impact.

2025–Present — Osceola Chamber Executive Committee

- Participate in the development, review, and implementation of the Chamber's 3–5 year strategic plan, ensuring alignment with regional business and community priorities.
- Evaluate organizational performance metrics and recommend strategies to strengthen member engagement, business growth, and community impact.

- Collaborate with executive leadership to set annual objectives and monitor progress toward long-term economic and civic goals.
- Contribute insight from higher education and workforce training sectors to help shape education-to-employment pipelines and community partnerships.
- Collaborate on budgetary and resource allocation decisions, ensuring efficient use of Chamber funds to drive measurable outcomes.
- Champion innovation and collaboration within the Chamber network by proposing new initiatives and partnerships that advance Osceola's economic ecosystem.

EDUCATION

Everest University
Bachelor's Degree in Higher Education Management — 2012

NUC University
Master's Degree — 2025

RECOGNITIONS

- Awarded the 2022 Unity Award by the Kissimmee/Osceola County Chamber of Commerce for "Building Unity, Creating Opportunities, and Embracing Heritage.
- Received 2024 Certificate of Recognition by Vice Mayor Olga Castano for Community Support in Osceola County
- Received 2023 and 2024 Lideres "Amigo" Award for Supporting the Hispanic Community form the Hispanic Resource Family Cultural Center
- Awarded 2022 FAPSC (Florida Association of Post-Secondary School and Colleges) "School of the Year"
- Received award from Nuevo Sendero as "Community Partner of the Year" 2024 due to how we support the urgent issue of Domestic Violence in our community
- Winner of "Who is Who: award for 2024 "Premio a la Excelencia en Educacion Tecnica" by CAMFEST – International Congress of Rural Woman
- Awarded 2024 Florida Technical College "Spirit" Award for community service
- Awarded 2024 and 2025 "Pioneer Award" by the I-Rise Foundation for making a positive impact in the community
- Awarded the 2025 Vanguard Award of Educational Excellence by the Black Empowerment and Community Council (BECC)

Advisory Board Application

Submitted on	4 May 2026, 10:39PM
Receipt number	183
Related form version	12

Applicant Information

First Name	Richard
Last Name	Herr
Street Address	4499 south orange blossom trail
City	Kissimmee
State	Fl
Zip Code	34746
Phone	4074142660
Email	info@osceolaresponseteam.org
Name of Employer	Osceola response team
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Osceola response team
Work Address	1000 mann st
Type of Business	Non profit
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Osceola response team

Street Address of Business Owned/Operated by Applicant	1000 mann st
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	Florida
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Parks & Recreation Advisory Board Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	I have my own private investigating agency
Why do you think you are a good fit for the Civilian Police Oversight Board?	I haven't been to law-enforcement lifestyle
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Osceola Response team I have been onto homeowners association boards
Please list any special skills or certifications?	I Cert program Osceola County Search rescue training US bill department FEMA disaster response, Nems certification FEMA animals and distress Department of children and families Bachelors degree in criminal law
Please attach your resume or proof of qualification and/or licenses.	IMG_2284.png IMG_2285.png IMG_2286.png IMG_2281.png IMG_2288.jpeg IMG_2291.jpeg IMG_2280.png IMG_2290.jpeg IMG_2293.jpeg IMG_2282.png IMG_2287.png

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Advisory Board Application

Submitted on	23 May 2026, 1:11AM
Receipt number	189
Related form version	12

Applicant Information

First Name	Marie
Last Name	Isidor
Street Address	317N Randolph Ave
City	Kissimmee
State	FL
Zip Code	34741
Phone	3023109862
Email	paolaisidor86@gmail.com
Name of Employer	Family Empowerment Church
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Family Empowerment
Work Address	317N Randolph Ave
Type of Business	Church
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Family Empowerment

Street Address of Business Owned/Operated by Applicant	317N Randolph Ave
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Community Outreach Feeding the homeless,the single Mother, Community Impact
Please list any special skills or certifications?	Class of government 2026
Please attach your resume or proof of qualification and/or licenses.	Marie_Isidor_Resume_260114_105438.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	



Link to signature

MI

Marie Isidor

Kissimmee, FL 34741 3023109862 paolaisidor86@gmail.com

SUMMARY

Healthcare professional, and pastor, I am highly organized, detail-oriented professional with excellent interpersonal communication and creative thinking skills. Gifted with the ability to talk, convince , counsel, analyze social issues, good liaison with clients partners residents, outreach coordinator well represented.

HIGHLIGHTS

- Adaptability
- Leadership
- Good Communication
- Problem Solving
- Teamwork Skills

EXPERIENCE

SENIOR PASTOR

10/2023 to CURRENT

Faith Family Outreach | Kissimmee, FL

- Clinic Coordinator
-Liaison management
-Monitoring & Evaluation
-Caregivers supervisor
-Resident recruitment
-Outreach Coordinator

HEALTHCARE PROJECT COORDINATOR

01/2025 to 12/2025

Benefits Healthcare Solutions | Orlando, FL

- Pasturing church members;
- Counseling;
- Preaching and teaching.

HEALTHCARE PROJECT COORDINATOR

01/2025 to 12/2025

Benefits Healthcare Solutions | Orlando, FL

- Pasturing church members;
- Counseling;
- Preaching and teaching.

EDUCATION

Licence | Nursing License

Bon Samaritan School of Nursing , Haiti

GPA: Graduated with honor (Laureat)

Associate of Science | Registered Nurse *10/2021*

Med-Life Institute , Kissimmee, FL

ITEM 8.C
Kissimmee Utility Authority (KUA) Board Appointment

Request

To select and appoint one of the previously interviewed candidates recommended by Kissimmee Utility Authority to fill the current vacancy on the KUA Board.

Explanation

The KUA Board recommended three individuals: Adam Adamski, Javin Lopez, or Jordan White for consideration to fill the five-year term beginning October 1, 2026. Candidate interviews were conducted prior to the commission meeting.

Recommendation

To appoint one of the candidates that was previously interviewed to fill the vacancy on the KUA board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
None