



**COMMISSION AGENDA
SESSION OF THE CITY COMMISSION TO BE HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 28, 2021
6:00 PM**

1. MEETING CALLED TO ORDER

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PROCLAMATION - NATIONAL FIRE PREVENTION WEEK 2021

The request is for the City Commission to present a Proclamation in honor of "National Fire Prevention Week."

3.B PRESENTATION - CFX 2045 MASTER PLAN

The request is for the City Commission to hear a presentation from the Central Florida Expressway Authority (CFX).

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-12 AMENDING CHAPTER 22 AND RECODIFYING SECTION 22-53

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 22, ENVIRONMENT, ARTICLE III, NUISANCES, SECTION 22-

50, NUISANCES AND SANITATION GENERALLY; RECODIFYING SECTION 22-53, URINATION AND DEFECATION IN PUBLIC PLACES AND CERTAIN PRIVATE PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance 21-12.

5. PUBLIC HEARINGS

***** CITY COMMISSION MEETING IS RECESSED AS THE CITY COMMISSION AND WILL CONVENE AS THE CRA BOARD *****

5.A PUBLIC HEARING - RESOLUTION TO ADOPT THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY BUDGET (DOWNTOWN KISSIMMEE CRA AND VINE STREET CRA) FOR FISCAL YEAR 2021-2022

Request the City Commission sitting as the Community Redevelopment Agency Board to adopt the fiscal year 2022 budget for the City of Kissimmee Community Redevelopment Agency (Downtown Kissimmee and Vine Street CRA's).

***** CITY COMMISSION IS ADJOURNED AS THE CRA BOARD AND WILL RECONVENE AS THE CITY COMMISSION *****

5.B PUBLIC HEARING - ADOPTION OF FINAL MILLAGE LEVY AND FINAL BUDGET FOR FISCAL YEAR 2021-2022

Adoption of final millage levy of 4.6253 mills and final budget of \$216,888,231 for fiscal year 2021-2022.

5.C PUBLIC HEARING - ZONING MAP AMENDMENT - MILL CREEK MALL: DRC#20-00076 (HC TO MUPUD) - PROPOSED ORDINANCE NO. 21-11

AN ORDINANCE AMENDING ORDINANCE NO. 3034 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

Approval of a zoning map amendment from HC (Highway Commercial) to MUPUD (Mixed Use Planned Unit Development) to establish use and design standards on 17.45 acres of land.

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 HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A APPROVAL OF INTERLOCAL AGREEMENT BETWEEN CITY OF KISSIMMEE AND TOHO WATER AUTHORITY RELATING TO UTILITY LINE RELOCATION FOR THE MIRADOR AT WOODSIDE APARTMENTS

Approval of an interlocal agreement with the Toho Water Authority regarding the Utility Line Relocation project at the Mirador at Woodside Apartments

7.B GROUND LEASE AT THE AIRPORT'S BUSINESS AIRPARK WITH LEADERS AIRPORT INVESTMENTS, LLC

Approval for a ground lease for a land parcel located at the Airport's Business Airpark to construct two aircraft hangars.

7.C APPROVAL OF AN AIRPORT SPACE USE PERMIT RENEWAL FOR JR. DAVIS CONSTRUCTION COMPANY, INC.

Commission approval of a Space Use Permit Renewal for Jr. Davis Construction Company, Inc. for storage of construction materials on airport property.

7.D AIRPORT GROUND LEASE BETWEEN THE CITY OF KISSIMMEE AND JR. DAVIS CONSTRUCTION COMPANY, INC.

Commission approval for a ground lease for 8 acres of land located at the old KPD Gun Range along Hangar Road south of 4th Street, which is land owned and operated by the Airport.

7.E INTERGOVERNMENTAL TRANSFER AGREEMENT FOR MEDICAID MANAGED CARE ORGANIZATION PAYMENT PROGRAM

Enter into an Intergovernmental Transfer (IGT) agreement with the Florida Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

7.F EXTENSION OF THE PROFESSIONAL SERVICES CONTRACT WITH PURVIS GRAY AND COMPANY, LLP TO PERFORM AUDITING SERVICES FOR THE FISCAL YEARS ENDING 2022 AND 2023

Approval to extend the audit services contract with Purvis Gray and Company, LLP for auditing services for the fiscal years ending 2022 and 2023.

7.G APPROVAL OF CITIZENS POLICE REVIEW BOARD MEMBERS

The Police Department is requesting City Commission approval to establish the Citizens Police Review Board Members.

7.H SUPPLEMENTAL AGREEMENT 1 FOR ARCHITECTURAL AND ENGINEERING SERVICES CITY HALL BUILDING ADDITION

Approval of Supplemental Agreement 1 of the Continuing Services contract with RS&H, Inc, for architectural and engineering services for the City Hall building addition for additional design services in regards to the bid process in the amount of \$45,372.12.

7.I BUDGET ADJUSTMENT TO THE POLICE SPECIAL OPERATIONS DIVISION'S OVERTIME ACCOUNT

Approval to increase revenues along with the Police Special Operations Division's overtime account in the amount of \$11,216.42 to account for the reimbursement of overtime incurred as part of the High Intensity Drug Trafficking Area (HIDTA) Task Force.

8. DISCUSSION ITEMS**8.A CHARTER SCHOOL ADVISORY BOARD VACANCY**

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Alvin Codner.

8.B COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Staff requests Commission appointments for the selection committee that will make recommendations to the Commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals.

8.C SOCIAL SERVICES AND QUALITY OF LIFE GRANT FUNDING ALLOCATIONS FOR FY 2021-22

Commission discussion and approval of the FY 2021-22 Social Services and Quality of Life Funding Allocations.

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 STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.

ITEM 3.A

PROCLAMATION - NATIONAL FIRE PREVENTION WEEK 2021

Request

The request is for the City Commission to present a Proclamation in honor of "National Fire Prevention Week."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-National Fire Prevention.2021

Proclamation



NATIONAL FIRE PREVENTION WEEK

WHEREAS, the City of Kissimmee is committed to ensuring the safety and security of all those living in and visiting our City; and



WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, research shows that unattended cooking is the leading cause of home fires. One out of three home fires begins in the kitchen – more than any other place in the home; and



WHEREAS, the firefighters of the Kissimmee Fire Department are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

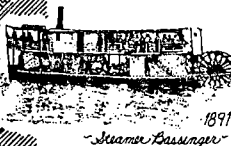
WHEREAS, Kissimmee residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and

WHEREAS, using proper care when cooking will have a positive effect on the home fire problem; and



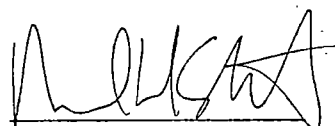
WHEREAS, each cooking fire that is prevented in Kissimmee is an opportunity to prevent painful injury and costly property damage; and

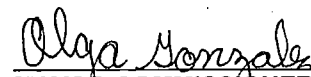
WHEREAS, the nationwide Fire Prevention Week theme for 2021 is **"Learn the Sounds of Fire Safety,"** the City of Kissimmee Fire Department wants to remind us to **"learn the different sounds smoke and carbon monoxide alarms make, and what to do when an alarm sounds"** during Fire Prevention Week and year-round.

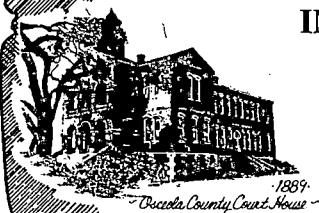


NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 3 – October 9, 2021 as **"FIRE PREVENTION WEEK"** throughout the City of Kissimmee, and urge all residents to heed the important safety messages of Fire Prevention Week 2021. We salute our outstanding firefighters for their professionalism, skill and courage, and assist them in ensuring that all are safe from the dangers of fire.

IN WITNESS, THEREOF, this is signed this 28th day of September 2021.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B
PRESENTATION - CFX 2045 MASTER PLAN

Request

The request is for the City Commission to hear a presentation from the Central Florida Expressway Authority (CFX).

Explanation

The Central Florida Expressway Authority (CFX) is gathering input for its 2045 Master Plan, a long-range regional planning study that identifies potential transportation projects in the next 25 years. CFX's Master Plan guides future operations and capital investment decisions and serves as the basis for the agency's Five-year Work Plans.

Department: City Manager
Presenter:

Attachment(s):

1. CFX Master Plan Presentation-Sept 28

2045 Master Plan

Central Florida Expressway Authority

Brevard | Lake | Orange | Osceola | Seminole

Expanded Legislative Authority

The Central Florida Expressway Authority (CFX) is an agency of the State of Florida, created in 2014 pursuant to Chapter 348, Part III, Florida Statutes for the purposes of having the power to acquire, hold, construct, improve, maintain, operate, and lease an expressway system, including all approaches, roads, bridges, and avenues for the expressways and any rapid transit, trams, or fixed guideways located within its right-of way and within its geographic boundaries of Orange, Seminole, Lake, Brevard and Osceola Counties.



Vision

Our vision is to provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

Local Governance Allows CFX to Respond to the Needs of Central Florida

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Buddy Dyer
Chairman,
Mayor of Orlando



Sean Parks
Vice Chairman,
Lake County Representative



Jerry Demings
Treasurer,
Orange County Mayor



Brandon Arrington
Osceola County Representative



Lee Constantine
Seminole County Representative



Jay Madara
Governor's Appointee



Christopher "C.J." Maier
Governor's Appointee



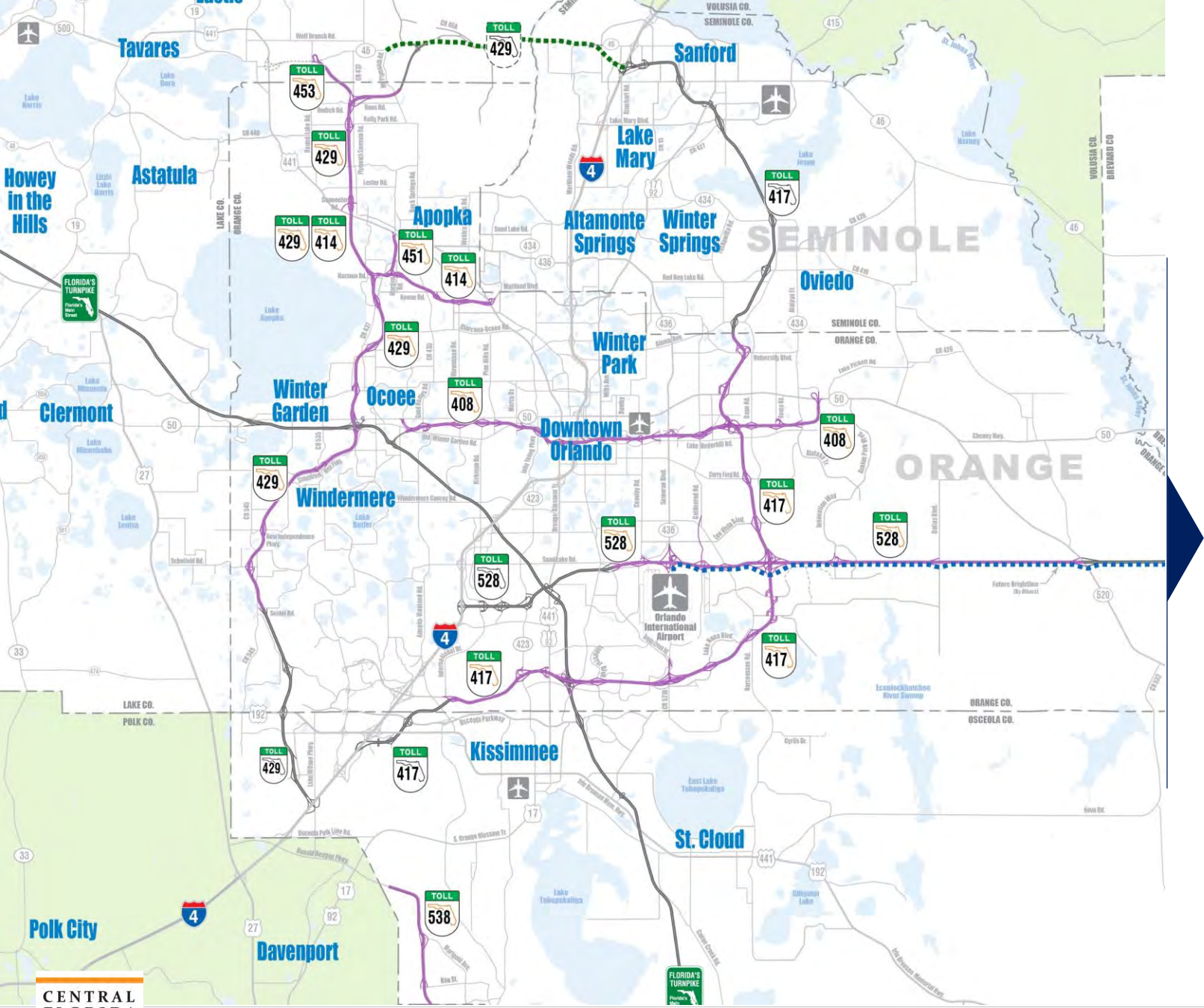
Rafael "Ralph" Martinez
Governor's Appointee



Victoria Siplin
Orange County Representative



Curt Smith
Brevard County Representative



125 Miles of Expressway

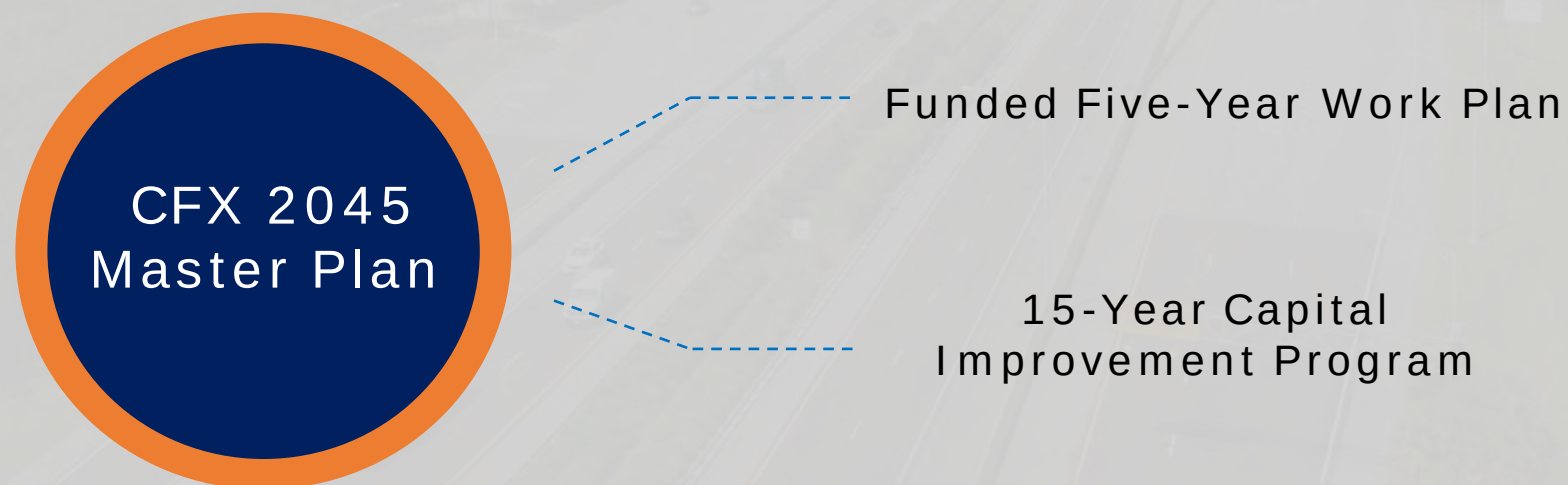


As Many As 1,500 New Residents Move To
Central Florida Each Week As Reported by
the Orlando Economic Partnership



2045 Master Plan Sets the Course for the Future

CFX's 2045 Master Plan reaffirms the policy for future operations and capital investment decisions.



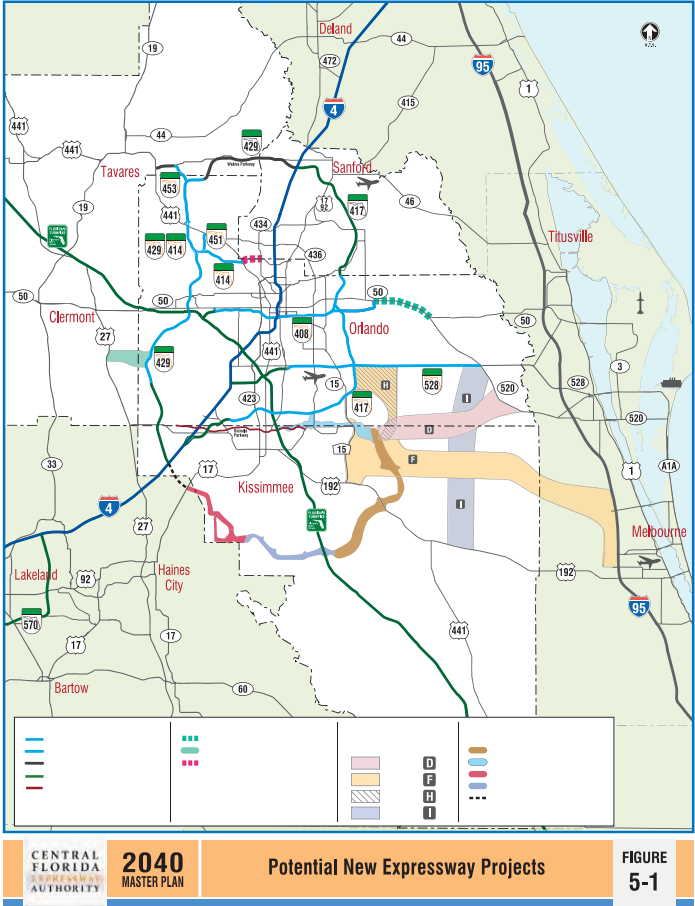
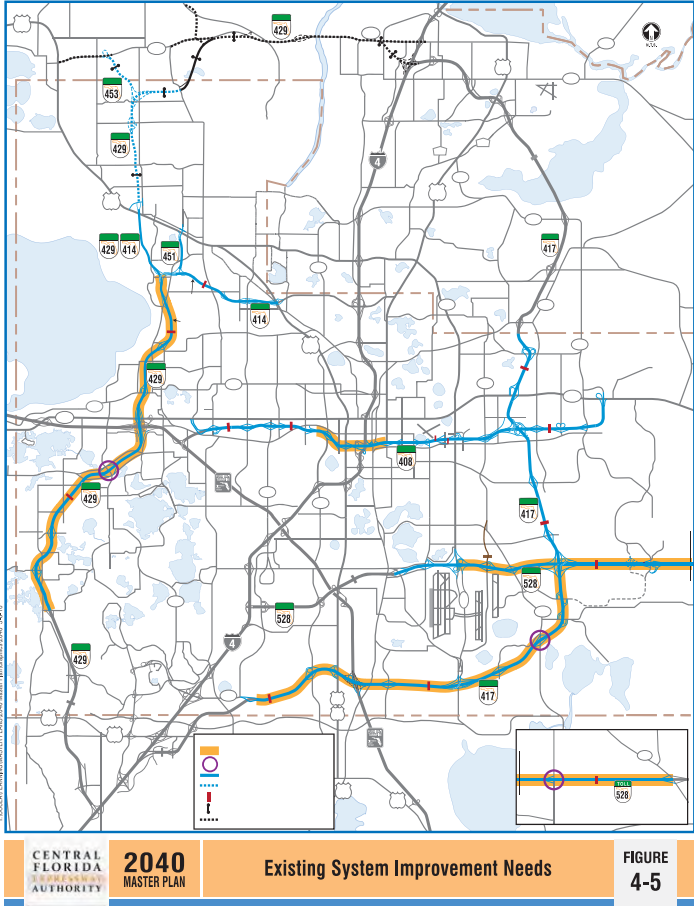
Five years ago, the 2040 Master Plan put you in the driver's seat. CFX heard from stakeholders throughout the region.

City of Clermont
 City of Eustis
 City of Mascotte
 City of Minneola
 East Lake Chamber of Commerce
 South Lake Chamber of Commerce
 City of Apopka
 City of Eatonville
 City of Maitland
 City of Orlando
 City of Windermere
 City of Kissimmee
 City of St. Cloud
 Kissimmee/Osceola County Chamber of Commerce
 St. Cloud Chamber of Commerce
 City of Altamonte Springs
 City of Lake Mary
 City of Longwood
 City of Oviedo
 City of Sanford
 Sanford Chamber of Commerce
 Seminole County Chamber of Commerce
 Representative Randolph Bracy
 Senator Andy Gardiner
 Senator David Simmons
 Representative Victor Manuel "Vic" Torres, Jr.

Lake-Sumter State College
 Orange County Public Schools
 School District of Osceola County
 University of Central Florida
 Valencia College
 African American Chamber of Commerce of Central Florida
 Business Force
 Central Florida Partnership
 Deseret Ranches of Florida
 East Central Florida Regional Planning Council
 Enterprise Florida
 Florida Department of Transportation (FDOT), District 5
 Florida Department of Transportation , Florida's Turnpike Enterprise
 Greater Orlando Aviation Authority (GOAA)
 I-Drive District / ETC / I-Drive Chamber of Commerce
 Lake-Sumter MPO
 LYNX
 MetroPlan Orlando
 Orlando Economic Development Commission (EDC)
 Orlando Sanford International Airport
 Port Canaveral
 Space Coast TPO
 SunRail / Central Florida Commuter Rail Commission
 Tri-County League of Cities
 Visit Orlando
 Walt Disney World (Transportation team)

Identified
\$11 Billion
in Project Needs Across Four Counties*

Investing
\$2.5 Billion
in Projects by 2025



*Brevard County joined CFX in 2017 after completion of the 2040 Master Plan



2040 Master Plan Signature Projects

SR 408 / 417 Interchange



2040 Master Plan Signature Projects

SR 528 / 436 Interchange



2040 Master Plan Signature Policy

CFX Multimodal Policy

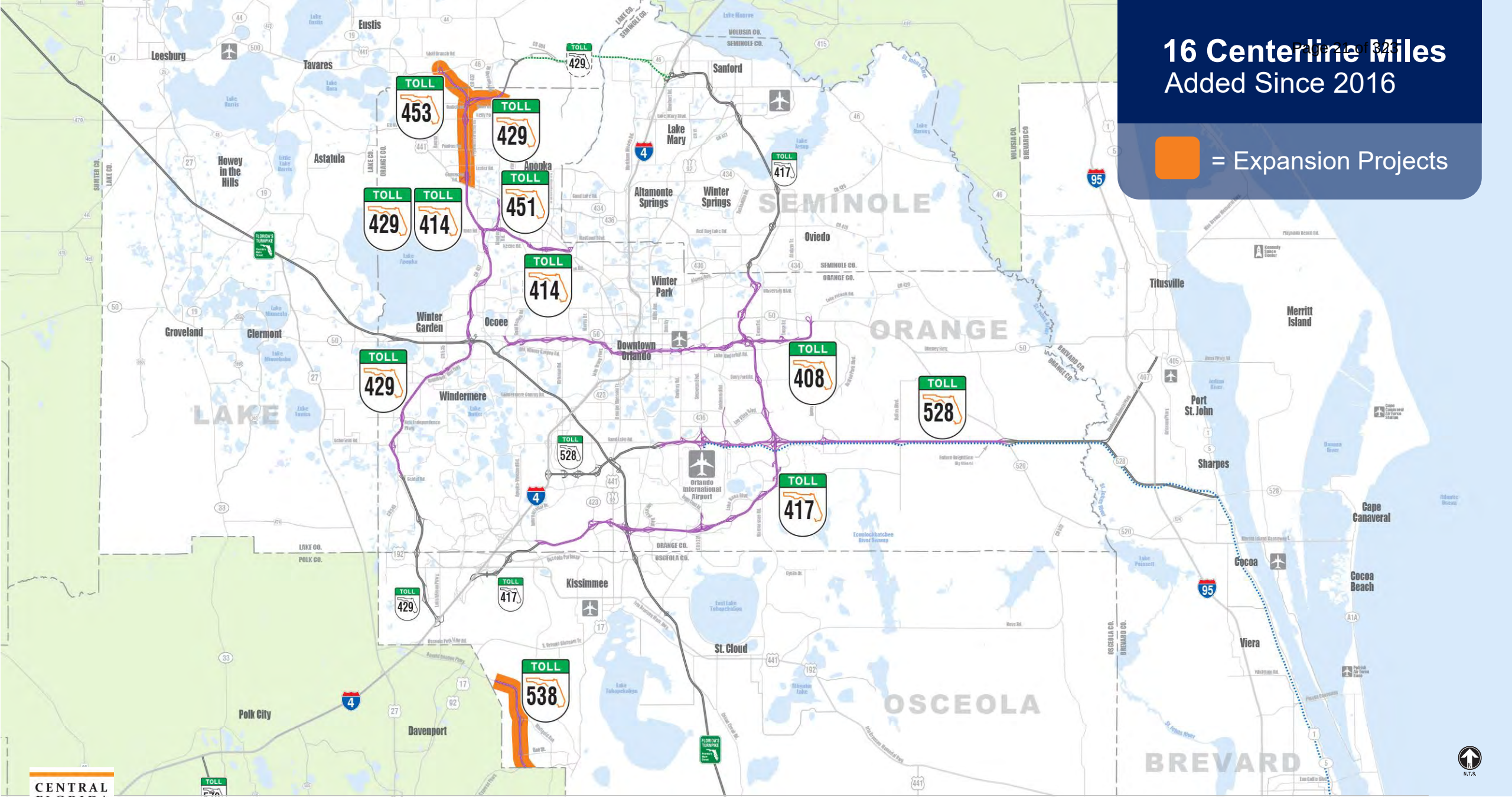


2040 Master Plan Served as a Guide for Major Initiatives

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16 Centerline Miles Added Since 2016

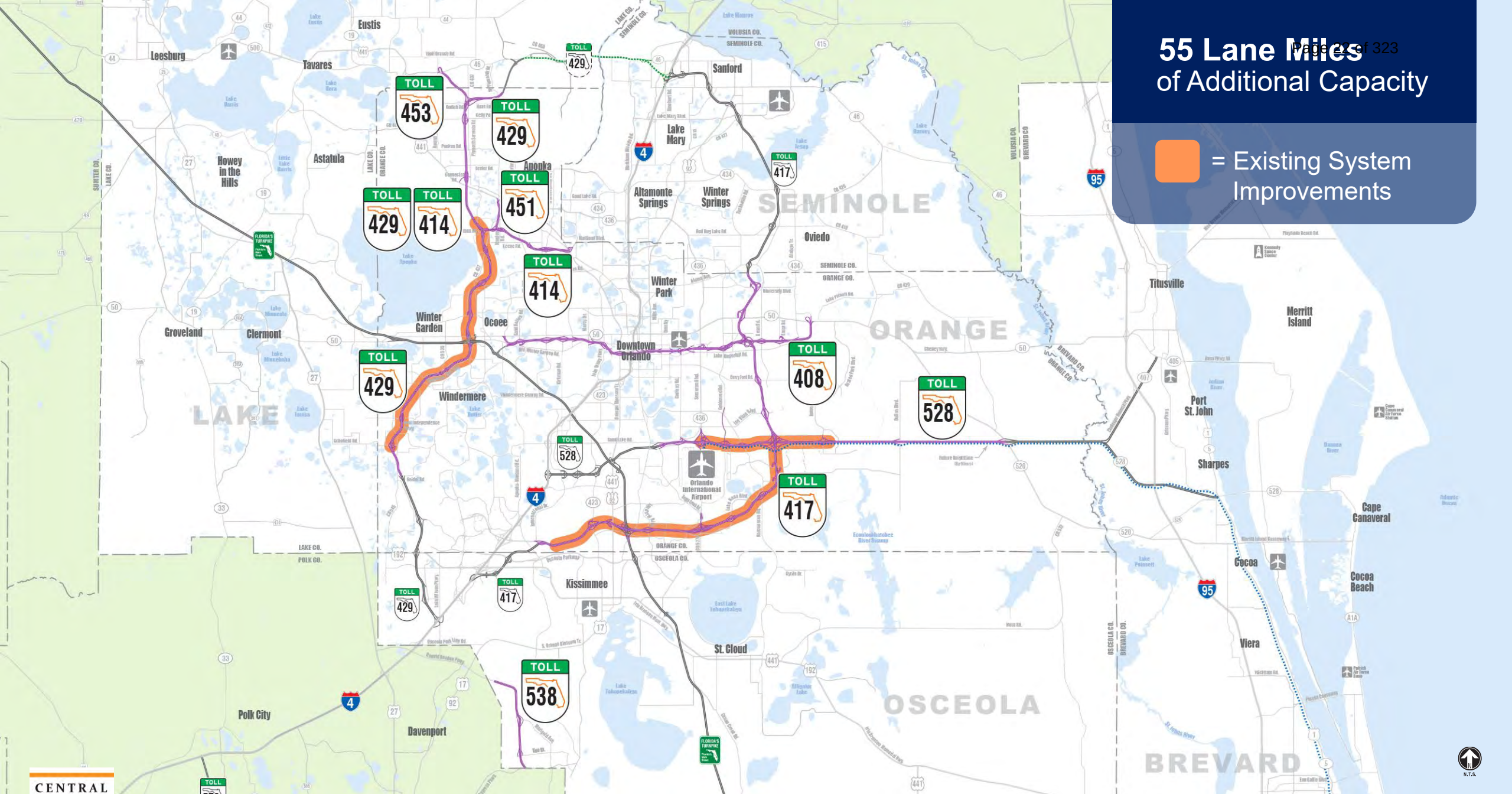
 = Expansion Projects



55 Lane Miles of Additional Capacity

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 = Existing System Improvements



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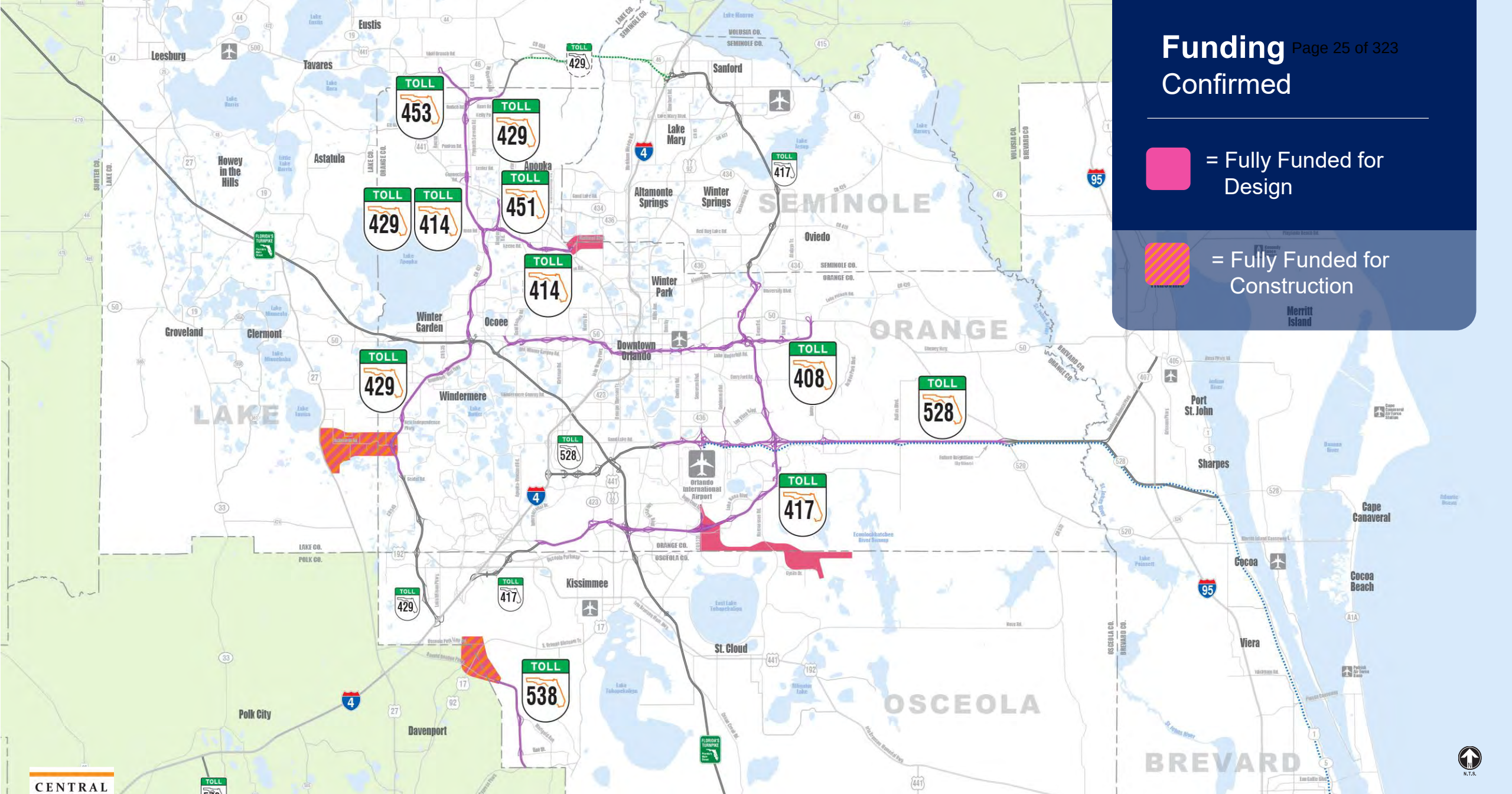


Funding Confirmed

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 = Fully Funded for Design

 = Fully Funded for Construction



CFX's 2045 Master Planning Process is Underway Now and We Want Your Input

Take the Survey Today at:
CFXway.com / master-plan

What are the top transportation needs in your area?

What types of multimodal accommodations should CFX pursue?

How do we prepare for future growth and manage traffic congestion?

What sustainability practices do you consider the highest priority?

An aerial photograph of a multi-lane highway, likely a toll road, featuring two toll plazas. The highway is flanked by dense green trees and a residential area on the left. Several vehicles, including a large white truck and a blue car, are visible on the road. A yellow sign above the right-hand toll plaza reads "STOP AHEAD PAY TOLL".

Thank You

To learn more visit CFXway.com/master-plan
or email masterplan@cfxway.com

ITEM 4.A

**PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-12
AMENDING CHAPTER 22 AND RECODIFYING SECTION 22-53**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE;
CHAPTER 22, ENVIRONMENT, ARTICLE III, NUISANCES, SECTION 22-50, NUISANCES AND
SANITATION GENERALLY; RECODIFYING SECTION 22-53, URINATION AND DEFECATION IN
PUBLIC PLACES AND CERTAIN PRIVATE PROPERTY; REPEALING ALL ORDINANCES IN
CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE**

Request

Approval of the Second and Final Reading of Proposed Ordinance 21-12.

Explanation

This ordinance rectifies two issues arising from changing the publisher of the city code from American Legal to Municode. First, the ordinance recodifies the provision regarding urination and defecation in public places and certain private property. Second, the ordinance amends the nuisances and general sanitation provision to a previous version regarding sanitary nuisances that is preferred by staff due to its comprehensiveness and clarity.

Recommendation

Staff recommends approval of the Second and Final Reading.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. Section 22-53 Urination or Defecation in Public Places and Certain Private Property with markup
2. Advertisement - Prop Ordinance 21-12 Nuisances and Sanitation - Urination and Defecation in Public (Final Reading 9-28-2021)

PROPOSED ORDINANCE NO. 21-12
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 22, ENVIRONMENT, ARTICLE III, NUISANCES, SECTION 22-50, NUISANCES AND SANITATION GENERALLY; RECODIFYING SECTION 22-53, URINATION AND DEFECATION IN PUBLIC PLACES AND CERTAIN PRIVATE PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 22-50 of the Code of Ordinances of the City of Kissimmee, Florida, titled, “Nuisances and Sanitation Generally” is hereby amended and shall read as follows:

Sec. 22-50 – ~~Nuisances and Sanitation Generally~~ Sanitary Nuisances.

A sanitary nuisance is hereby declared to be the commission of any act, by an individual, organization, or corporation, or the keeping, maintaining, propagation, existence, or the permission of anything, by an individual, organization, or corporation, by which the life or health of an individual, or the health or lives of individuals, may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused.

No ~~public nuisance~~ or sanitary nuisance shall be maintained within the city.

SECTION 2. Section 22-53 of the Code of Ordinances of the City of Kissimmee, Florida, titled, “Urination and Defecation in Public Places and Certain Private Property” is hereby adopted and shall read as follows:

Sec. 22-53 – Urination and Defecation in Public Places and Certain Private Property.

Except in places specifically provided for urination or defecation, no person shall urinate or defecate in a public place, or in a place open to public view, or upon the private property of another without the consent of the owner or person in lawful possession of the private property.

SECTION 2. All Ordinances in conflict herewith are hereby repealed.

SECTION 3. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 4. This Ordinance shall take effect immediately upon its passage.

Commissioner _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner _____ and upon roll call on the motion the vote was as follows:

AYES:

NAYS:

Said motion having been duly carried, thereupon, _____, declared said Ordinance duly passed and adopted this _____ day of _____, 2021.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

PROOF OF PUBLICATION
From

In THE MATTER OF:
NOTICE OF PUBLIC HEARING AND
SECOND READING
ORDINANCE 21-12

FIRST PUBLICATION: September 09, 2021
LAST PUBLICATION: September 09, 2021

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

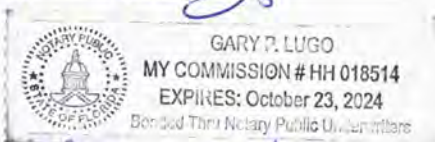
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

September 09, 2021.

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before
me by Pamela Bikowicz, who is
personally known to me, this

September 9, 2021



The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, September 14, 2021, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, September 28, 2021, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 21-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 22, ENVIRONMENT, ARTICLE III, NUISANCES, SECTION 22-50, NUISANCES AND SANITATION GENERALLY; RECODIFYING SECTION 22-53, URINATION AND DEFECATION IN PUBLIC PLACES AND CERTAIN PRIVATE PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE
CITY COMMISSION
KISSIMMEE, FLORIDA

IN ACCORDANCE WITH FLORIDA STATUTE 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 PROCEEDINGS 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 PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
September 9, 2021



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on
www.AroundOsceola.com or
www.FloridaPublicNotices.com
Ad#34814

ITEM 5.A

PUBLIC HEARING - RESOLUTION TO ADOPT THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY BUDGET (DOWNTOWN KISSIMMEE CRA AND VINE STREET CRA) FOR FISCAL YEAR 2021-2022

Request

Request the City Commission sitting as the Community Redevelopment Agency Board to adopt the fiscal year 2022 budget for the City of Kissimmee Community Redevelopment Agency (Downtown Kissimmee and Vine Street CRA's).

Explanation

The fiscal year 2022 budget for the City of Kissimmee Redevelopment Agency, both Downtown and Vine Street CRAs, is presented to the City of Kissimmee Community Redevelopment Agency Board for approval and adoption.

The Tax Increment Financing (TIF) revenues for the CRAs are as follows:

Downtown Kissimmee: \$2,340,394

Vine Street: \$1,062,312

The entire budget for each CRA is as follows:

Downtown Kissimmee: \$2,410,259

Vine Street: \$755,912

The Downtown Kissimmee CRA is funding debt service on previous development and infrastructure projects, sets aside funding for major legacy projects in Downtown Kissimmee, such as the Beaumont Redevelopment project, and includes operating funds for the Downtown Holiday Lighting contract, the Osceola Arts Downtown Mural Program, Kissimmee Main Street, and the Downtown Clean Team. The budget also includes re-establishment of the Commercial Property Improvement Grant program for businesses downtown which will be presented to the Commission in October.

The Vine Street CRA will be working on upgraded streetlighting, landscaping, demolition of blighted structures and other redevelopment projects along the corridor.

Recommendation

Staff recommends the City Commission sitting as the Community Redevelopment Agency Board adopt the fiscal year 2022 budget for the City of Kissimmee Community Redevelopment Agency Downtown Kissimmee and Vine Street CRAs).

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. Downtown and Vine St. CRA Tentative Budget FY22
2. Resolution for Annual COKCRA Budget 2022

City of Kissimmee

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Intergovernmental				
Revenue	\$ 1,252,934	\$ 1,314,925	\$ 1,316,052	\$ 1,391,840
Interest Earnings	30,959	30,000	11,000	15,000
Miscellaneous Revenue	60,384	62,196	96,574	62,707
Transfer from General				
Fund	864,955	907,750	908,628	960,847
Fund Balance Carryover	<u>2,279,461</u>	<u>2,214,837</u>	<u>2,212,568</u>	<u>1,122,310</u>
TOTAL SOURCES	\$ <u>4,488,693</u>	\$ <u>4,529,708</u>	\$ <u>4,544,822</u>	\$ <u>3,552,704</u>
Professional Services	\$ 739,645	\$ 75,729	\$ 70,000	\$ 37,500
Other Operating Costs	456,893	1,249,980	1,191,267	691,991
General Fund Admin Cost	106,412	101,454	101,454	101,752
Capital Outlay	83,157	1,188,158	1,188,158	750,000
Aid to Private Organizations	-			
Transfer to Other Funds	890,018	871,633	871,633	763,016
Unrestricted Reserves	<u>2,212,568</u>	<u>1,042,754</u>	<u>1,122,310</u>	<u>1,208,445</u>
TOTAL USES	\$ <u>4,488,693</u>	\$ <u>4,529,708</u>	\$ <u>4,544,822</u>	\$ <u>3,552,704</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Intergovernmental				
Revenue	\$ 349,831	\$ 510,888	\$ 508,371	\$ 545,880
Interest Earnings	10,732	8,000	2,200	5,000
Transfer from General				
Fund	327,755	478,648	476,230	511,432
Fund Balance Carryover	<u>553,950</u>	<u>1,134,881</u>	<u>1,133,805</u>	<u>1,262,557</u>
TOTAL SOURCES	\$ <u>1,242,268</u>	\$ <u>2,132,417</u>	\$ <u>2,120,606</u>	\$ <u>2,324,869</u>
General Fund Admin Cost	\$ 106,408	\$ 101,454	\$ 101,454	\$ 101,751
Operating Costs	495	74,510	6,595	28,661
Capital Outlay	1,560	445,000	445,000	501,500
Aid to Private Organizations	-	305,000	305,000	125,000
Unrestricted Reserves	<u>1,133,805</u>	<u>\$ 1,206,453</u>	<u>\$ 1,262,557</u>	<u>\$ 1,567,957</u>
TOTAL USES	\$ <u>1,242,268</u>	\$ <u>2,132,417</u>	\$ <u>2,120,606</u>	\$ <u>2,324,869</u>

CITY OF KISSIMMEE
CRA RESOLUTION NO. ____ - ____

**A RESOLUTION ADOPTING THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT
AGENCY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING
SEPTEMBER 30, 2022.**

WHEREAS, The City of Kissimmee Community Redevelopment Agency's budget is for the fiscal year beginning October 1, 2021 and ending September 30, 2022, and;

WHEREAS, The City of Kissimmee Community Redevelopment Agency consist of two districts, the Downtown Kissimmee Community Redevelopment Agency and the Vine Street Community Redevelopment Agency, and;

WHEREAS, a public hearing is held to provide the citizens of the City of Kissimmee Community Redevelopment Agency district an opportunity to discuss the budget beginning at 6:00 pm on September 28, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon its adoption. Dated this ____ day of _____ 2021.

Mayor/Commissioner

City Clerk

ITEM 5.B

PUBLIC HEARING - ADOPTION OF FINAL MILLAGE LEVY AND FINAL BUDGET FOR FISCAL YEAR 2021-2022

Request

Adoption of final millage levy of 4.6253 mills and final budget of \$216,888,231 for fiscal year 2021-2022.

Explanation

Public notice of this hearing was given via an advertisement placed in the newspaper on September 26, 2021. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION FOR THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 4.92% more than the Rolled Back Rate of 4.4085.
2. Call for public comments or questions.
3. Have Attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE FINAL BUDGET

1. The Resolution will adopt a Final Budget of \$216,888,231 and authorize 789 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.
2. Call for public comments or questions.
3. Have Attorney read the Resolution title and vote on adoption.

BACKGROUND:

The Tentative Millage and Tentative Budget were adopted by Resolutions approved at the September 14th Public Hearing.

As indicated above, the proposed millage rate is 4.6253 mills which is the same millage rate that was levied for the current budget year. The final budget for the General Fund remained relatively the same as what was presented in July, except for two positions added to the Communications and Public Affairs division. These positions are Information Specialists that were transferred from Police and Public Works and have no fiscal impact on the General Fund. The General Fund also included the addition of an Accreditation Specialist to the Fire Department for one year. This will be a temporary position funded through overtime savings. Another significant change is in the Airport fund, where revenues were increased to reflect new rates on rental property based on a market study done during the summer.

Recommendation

Staff requests the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. RESO OP MILL FINAL.22
2. RESO OP BUDGET FINAL.22
3. 2021-2022 Budget Reports for Hearings

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

RESOLUTION NO. -2021

**A RESOLUTION ADOPTING
THE FINAL OPERATING
MILLAGE FOR THE CITY OF
KISSIMMEE, FLORIDA UPON
THE ASSESSMENT ROLL OF
THE YEAR 2021.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

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

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 4.92% more than the rolled back millage rate of 4.4085 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 28th day of September 2021.

Olga Gonzalez
Mayor-Commissioner

ATTEST:

Linda S. Hansell
City Clerk

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

RESOLUTION NO. -2021

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING
SEPTEMBER 30, 2022.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and

WHEREAS, a public hearing was held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 28, 2021

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

SECTION 1. The budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, shall be \$216,888,231, which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers, included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983, and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2021/2022 budget by the amount of encumbrances outstanding at September 30, 2021.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2021/2022 budget by the amount of unspent grant funds at September 30, 2021.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments to be reported to the City Commission along with the Monthly Budget Reports.

SECTION 9. Any unexpended or unencumbered FY 2021/2022 appropriations will automatically lapse at September 30, 2022 and will be carried over to FY 2022/2023 as unappropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 789. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 28th day of September 2021.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

**PERSONNEL RECAP
FY 2018 to FY 2022**

DEPARTMENT	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>CHANGE</u>
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	13	13	14	14	16	2
Finance	13	13	14	14	14	-
Development Services	19	20	17	17	17	-
Police	214	227	230	233	236	3
Fire	112	110	112	112	113	1
Public Works	40	41	38	43	36	(7)
Parks & Recreation	67	67	68	70	70	-
Personnel	9	10	10	10	10	-
TOTAL GENERAL FUND	497	511	513	523	522	(1)
Stormwater Utility	36	37	37	35	35	-
Solid Waste	27	27	28	29	29	-
Airport	8	8	8	8	8	-
Central Services	37	41	43	41	41	-
Local Option Gas Tax	12	12	12	13	12	(1)
Building	14	19	19	20	21	1
Community Dev Block Grant	2	2	2	3	4	1
Justice Assistance Grant	3	3	3	3	3	-
TOTAL FULL-TIME	636	660	665	675	675	-
All Other Positions:						
Police :						
Auxiliary Officer	5	5	5	5	5	-
School Crossing Guard	-	-	-	-	-	-
Other	7	7	7	7	7	-
Fire	1	1	2	2	2	-
Public Works	2	2	2	2	2	-
Parks & Recreation	79	91	91	93	96	3
Human Resources	3	2	2	2	2	-
TOTAL GENERAL FUND	97	108	109	111	114	2
HOME/SHIP	1	1	-	-	-	-
Community Dev Block Grant	-	-	1	0	0	-
TOTAL ALL OTHER	98	109	110	111	114	1
TOTAL POSITIONS	734	769	775	786	789	3

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

FUND NAME	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
General Fund	\$ 107,347,181	\$ 109,507,915	\$ 112,297,348	\$ 109,510,511
Stormwater Utility	9,596,650	11,025,377	10,095,039	6,393,971
Solid Waste	7,642,506	8,155,685	8,410,725	7,345,274
Airport	1,638,800	1,675,043	1,693,549	1,793,390
Central Services	9,237,072	10,147,613	10,113,002	11,018,712
Local Option Sales Tax	13,172,889	14,837,887	16,491,728	12,484,362
Mobility Fee	6,266,028	7,210,725	6,942,758	8,969,929
Local Option Gas Tax	6,200,691	6,332,982	6,402,870	5,676,623
Paving Assessment	26,100	10,000	10,000	10,000
Building	8,291,897	7,276,401	7,138,424	4,310,377
Downtown Community Redevelopment	4,488,693	4,529,708	4,544,822	3,552,704
Vine Street Community Redevelopment	1,242,268	2,132,417	2,120,606	2,324,869
CDBG 2021 Entitlement Grant	-	-	-	769,084
SHIP 2021 Grant	-	-	-	335,922
HOME 2021 Grant	-	-	-	500,503
Recreation Impact	1,905,817	1,863,457	1,800,606	979,904
Police 2nd Dollar Assessment	33,650	32,504	38,547	31,142
Justice Assistance Grant	295,521	301,692	266,460	288,004
State Law Enforcement Trust	287,937	275,947	293,137	272,837
Federal Law Enforcement Trust	46,225	46,862	46,525	47,025
School Crossing Guard Trust	33,020	3,650	23,051	3,650
Treasury Forfeiture	284,413	84,923	89,809	79,434
Charter School	8,715,197	8,622,891	8,847,919	8,536,419
Utility Tax	7,707,249	7,940,845	7,833,964	7,993,964
Local Option Sales Tax Bonds	3,081,067	3,062,086	3,062,086	3,085,858
FMHA Bonds	70,824	70,974	70,974	70,854
Local Option Gas Tax Notes	279,109	278,596	278,596	282,946
Community Redevelopment Notes	282,110	281,630	281,630	281,010
Series 2016/2017/2018 Bonds	3,307,688	3,402,309	3,392,135	3,266,060
Liab/Workers Comp Self Insurance	5,978,765	5,613,768	5,426,895	5,163,184
Health Self Insurance	9,398,359	9,714,913	10,531,746	11,509,709
TOTAL BUDGET	\$ 216,857,726	\$ 224,438,800	\$ 228,544,951	\$ 216,888,231

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personal Services FY 2022	Operating FY 2022	Capital FY 2022	Other FY 2022	Budget FY 2022
General Fund	\$ 53,381,527	\$ 23,123,249	\$ 2,159,600	\$ 30,846,135	\$ 109,510,511
Stormwater Utility	2,548,664	1,715,407	1,437,200	692,700	6,393,971
Solid Waste	2,273,985	2,885,164	599,500	1,586,625	7,345,274
Airport	707,702	337,297	46,800	701,591	1,793,390
Central Services	3,546,525	5,791,211	1,130,400	550,576	11,018,712
Local Option Sales Tax	-	-	2,280,200	10,204,162	12,484,362
Mobility Fee	-	-	250,000	8,719,929	8,969,929
Local Option Gas Tax	1,053,142	673,576	1,026,100	2,923,805	5,676,623
Paving Assessment	-	5,000	-	5,000	10,000
Building	1,958,677	353,892	775,200	1,222,608	4,310,377
Downtown Comm Redevelopment	-	831,243	750,000	1,971,461	3,552,704
Vine Street Comm Redevelopment	-	255,412	501,500	1,567,957	2,324,869
2021 CDBG Entitlement Grant	192,336	573,748	3,000	-	769,084
2021 HOME Grant	44,910	291,012	-	-	335,922
2021 SHIP Grant	56,087	444,416	-	-	500,503
Recreation Impact	-	-	250,000	729,904	979,904
Police 2nd Dollar Assessment	-	28,905	-	2,237	31,142
Justice Assistance Grant	288,004	-	-	-	288,004
State Law Enforcement Trust	-	21,800	-	251,037.00	272,837
Federal Law Enforcement Trust	-	-	-	47,025.00	47,025
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	79,434	79,434
Charter School	-	5,302,500	-	3,233,919	8,536,419
Utility Tax	-	30,000	-	7,963,964	7,993,964
Local Option Sales Tax Bonds	-	-	-	3,085,858	3,085,858
FMHA Bonds	-	-	-	70,854	70,854
Local Option Gas Tax Notes	-	-	-	282,946	282,946
Community Redevelopment Notes	-	-	-	281,010	281,010
Series 2016/2017/2018 Bonds	-	-	-	3,266,060	3,266,060
Liab/Workers Comp Self Insurance	-	3,625,008	-	1,538,176	5,163,184
Health Self Insurance	-	10,623,563	-	886,146	11,509,709
TOTAL BUDGET BY OBJECT	\$ 66,051,559	\$ 56,912,403	\$ 11,209,500	\$ 82,714,769	\$ 216,888,231

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
<u>SOURCES</u>				
Taxes	\$ 16,558,778	\$ 17,884,952	\$ 17,918,781	\$ 19,285,042
Licenses	272,639	252,000	251,800	251,800
Intergovernmental revenue	8,118,807	9,401,328	8,523,941	9,482,100
Charges for services	6,918,970	7,403,669	7,534,076	8,107,471
Fines & forfeits	2,197,809	2,235,000	2,025,000	2,095,000
Miscellaneous revenue	3,945,568	1,862,592	4,271,448	1,672,618
Transfers	35,858,551	37,096,500	36,588,255	37,340,124
From fund balance	33,476,059	33,371,874	35,184,047	31,276,356
TOTAL SOURCES	\$ 107,347,181	\$ 109,507,915	\$ 112,297,348	\$ 109,510,511
<u>USES</u>				
City Commission	\$ 794,654	\$ 952,026	\$ 879,545	\$ 926,870
City Manager	5,826,563	6,111,639	5,950,987	5,281,574
City Attorney	688,677	985,833	904,839	960,552
Finance	11,107,393	12,044,030	11,840,001	12,146,427
Development Services	2,119,222	3,384,423	3,335,050	2,258,845
Police	24,266,035	28,338,079	26,832,220	27,752,822
Fire	14,803,512	17,148,122	16,571,939	17,146,682
Public Works	5,173,184	6,017,118	5,706,168	5,854,161
Parks & Recreation	6,502,074	8,497,823	7,805,612	8,051,923
Human Resources & Risk Management	881,820	1,206,835	1,194,631	1,302,373
Contingency & Reserves	35,184,047	24,821,987	31,276,356	27,828,282
TOTAL USES	\$ 107,347,181	\$ 109,507,915	\$ 112,297,348	\$ 109,510,511

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

**GENERAL FUND REVENUE SUMMARY
FY 2021/22**

<u>DESCRIPTION</u>	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Current Ad Valorem (4.6253 Mills)	\$ 15,780,330	\$ 17,695,952	\$ 17,318,781	\$ 19,085,042
Delinquent Ad Valorem	601,934	-	400,000	-
Gas Franchise	176,514	189,000	200,000	200,000
Occupational Licenses	270,389	250,000	250,000	250,000
Subdivision Regulation Fees	2,250	2,000	1,800	1,800
State Revenue Sharing	2,653,947	3,000,000	2,679,000	2,786,000
Mobile Home Licenses	23,297	25,000	28,000	30,000
Alcoholic Beverage Licenses	88,309	81,000	85,000	90,000
Half-Cent Sales Tax	4,567,499	5,400,000	4,874,671	5,705,700
Fire Supplemental Compensation	21,591	32,000	23,870	32,000
Municipal Fuel Rebate	91,656	94,000	92,000	94,000
State/Federal Revenues				
School Board Grant	540,000	540,000	540,000	540,000
County Occupational Licenses	12,701	15,000	12,000	15,000
Local Grants	119,807	214,328	189,400	189,400
Miscellaneous Charges	129,053	125,962	124,912	127,396
Development Review Fees	285,313	200,000	180,000	180,000
Impact Fee Allowance	21,624	17,500	20,000	20,000
Fire Plan Checking Fees	0	250	250	250
Charges to Other Funds	198,128	298,111	298,111	311,008
Police Services - Officers	1,170,279	1,328,930	1,328,390	1,328,930
Police Services - Administrative	27,925	40,000	30,000	35,000
Fire Services - Osceola County	600,000	-	600,000	600,000
Cemetery Services	59,450	58,000	70,000	65,000
Lot Mowing	-300	1,000	1,000	1,000
Transportation Miscellaneous	309,677	309,413	307,913	311,930
Athletic Program Fees	79,158	81,920	82,000	85,980
Recreation Program Fees	93,294	136,745	51,500	107,175
Aquatic Center Fees	56,431	201,288	140,000	200,928
Facility Rentals	94,406	215,180	110,000	212,680
Adult Programs	9,573	39,880	20,000	36,330
Youth Programs	82,780	399,490	170,000	383,864
Ambulance Charges	3,702,179	3,950,000	4,000,000	4,100,000

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

GENERAL FUND REVENUE SUMMARY, CONTINUED

<u>DESCRIPTION</u>	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Court Fines	26,976	60,000	35,000	50,000
Parking Tickets	30,030	50,000	35,000	45,000
Code Enforcement Fines	139,124	75,000	30,000	75,000
Alarm Violations	168,775	300,000	65,000	65,000
Redlight Camera Violations	1,832,904	1,750,000	1,860,000	1,860,000
Interest on Investments	325,441	450,000	120,000	256,000
Miscellaneous Interest	37,303	30,000	20,000	30,000
Rents	138,243	140,250	130,000	140,250
Cemetery Lots/Cremation Niches	184,956	176,000	219,000	213,500
Sale of Surplus Property	2,354,797	100,000	1,191,798	100,000
Other Miscellaneous Revenue	904,828	966,342	2,590,650	932,868
Utility Tax Transfers	7,129,907	7,405,000	7,230,000	7,405,000
Charter School Fund	643,000	646,000	646,000	637,250
Stormwater Utility Fund	282,965	298,200	294,350	298,200
Solid Waste Fund	288,252	291,000	299,150	305,702
KUA Charter Payment	17,965,540	18,525,000	18,200,000	18,400,000
KUA Parks and Recreation	1,664,140	1,742,000	1,850,000	1,905,000
Toho Water Authority Payment	7,549,786	7,950,000	7,824,105	8,137,069
Other Miscellaneous Funds	334,961	239,300	244,650	251,903
Subtotal of Revenues	73,871,122	76,136,041	77,113,301	78,234,155
From Fund Balance	33,476,059	33,371,874	35,184,047	31,276,356
TOTAL SOURCES	\$ 107,347,181	\$ 109,507,915	\$ 112,297,348	\$ 109,510,511

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

**GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2021/2022**

DESCRIPTION	Personal Services FY 2022	Operating FY 2022	Capital FY 2022	Other FY 2022	Budget FY 2022
City Commission	\$ 237,960	\$ 239,637	\$ -	\$ -	\$ 477,597
Social Services	96,273	353,000	-	-	449,273
City Manager	780,870	41,154	124,000	-	946,024
City Clerk	315,678	41,254	0	-	356,932
Communications & Public Affairs	537,827	115,869	31,700	-	685,396
Economic Development	232,651	336,981	-	-	569,632
General Government	-	2,000,000	-	723,590	2,723,590
City Attorney	655,289	233,516	-	-	888,805
Municipal Court Clerk	63,107	8,640	-	-	71,747
Finance	1,227,181	159,395	6,500	-	1,393,076
Purchasing	189,705	8,760	-	-	198,465
Transfers	-	8,260,623	-	2,294,263	10,554,886
Planning	1,364,987	687,162	3,200	-	2,055,349
Community Redevelopment	203,496	-	-	-	203,496
Office of the Police Chief	970,933	101,448	34,100	-	1,106,481
Police Support Services	2,475,228	2,148,498	934,600	-	5,558,326
Police Patrol	8,721,401	130,208	-	-	8,851,609
Criminal Investigations	5,533,058	159,930	-	-	5,692,988
Police Communications	2,894,949	39,835	-	-	2,934,784
Special Operations	2,881,531	676,403	50,700	-	3,608,634
Fire Administration	1,717,306	955,123	75,000	-	2,747,429
Fire Operations	12,469,784	1,523,669	405,800	-	14,399,253
Public Works Administration	672,059	117,575	7,500	-	797,134
Engineering	460,212	106,441	9,200	-	575,853
Street Maintenance	1,103,542	1,410,490	40,500	-	2,554,532
Traffic Engineering	533,012	1,341,530	52,100	-	1,926,642
Parks & Recreation Administration	547,601	200,629	4,200	-	752,430
Parks	2,492,126	668,562	308,200	-	3,468,888
Aquatic Center	420,859	101,806	8,800	-	531,465
Recreation	1,391,655	398,815	6,600	-	1,797,070
Cemetery	153,845	92,297	-	-	246,142
Events & Venues	833,110	376,618	46,200	-	1,255,928
Human Resources & Risk Management	1,204,292	33,911	10,700	-	1,248,903
General Employee Organization	-	53,470	-	-	53,470
Totals	\$ 53,381,527	\$ 23,123,249	\$ 2,159,600	\$ 3,017,853	\$ 81,682,229
Operating Contingency					25,000
Unrestricted Reserves					27,803,282
TOTAL USES					\$ 109,510,511

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

**GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2021/22**

DESCRIPTION	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
City Commission	\$ 390,580	\$ 497,753	\$ 496,842	\$ 477,597
Social Services	404,074	454,273	382,703	449,273
City Manager	839,822	987,175	968,250	946,024
City Clerk	301,804	350,933	331,252	356,932
Communications & Public Affairs	358,614	500,250	412,493	685,396
Economic Development	419,506	1,540,941	1,513,232	569,632
General Government	3,906,817	2,732,340	2,725,760	2,723,590
City Attorney	625,984	910,133	844,388	888,805
Municipal Court Clerk	62,693	75,700	60,451	71,747
Finance	1,195,373	1,541,914	1,328,002	1,393,076
Purchasing	172,340	186,607	197,890	198,465
Transfers	9,739,680	10,315,509	10,314,109	10,554,886
Planning	1,885,944	3,181,621	3,135,389	2,055,349
Community Redevelopment	216,269	202,802	199,661	203,496
Main Street	17,009	-	-	-
Office of the Police Chief	788,529	1,192,826	1,145,488	1,106,481
Support Services	4,779,871	6,365,726	6,045,590	5,558,326
Patrol	8,540,922	8,830,478	9,208,392	8,851,609
Criminal Investigations	4,698,377	5,619,459	4,721,726	5,692,988
Communications	2,570,850	2,904,250	2,702,040	2,934,784
Special Operations	2,887,486	3,425,340	3,008,984	3,608,634
Fire Administration	2,204,190	2,693,532	2,764,625	2,747,429
Fire Operations	12,599,322	14,454,590	13,807,314	14,399,253
Public Works Administration	402,195	593,926	633,660	797,134
Engineering	596,826	608,234	475,193	575,853
Street Maintenance	2,381,689	2,570,834	2,481,699	2,554,532
Traffic Engineering	1,792,474	2,244,124	2,115,616	1,926,642
Parks & Recreation Administration	672,301	719,215	719,925	752,430
Parks	2,955,800	3,875,434	3,553,126	3,468,888
Aquatic Center	482,636	530,463	526,188	531,465
Recreation	1,244,149	1,820,483	1,714,661	1,797,070
Cemetery	210,272	318,910	295,859	246,142
Events & Venues	936,916	1,233,318	995,853	1,255,928
Human Resources & Risk Management	852,760	1,140,211	1,128,007	1,248,903
General Employee Organization	29,060	66,624	66,624	53,470
Totals	72,163,134	84,685,928	81,020,992	81,682,229
Operating Contingency	-	60,901	60,901	25,000
Unrestricted Reserves	35,184,047	24,761,086	31,215,455	27,803,282
TOTAL USES	\$ 107,347,181	\$ 109,507,915	\$ 112,297,348	\$ 109,510,511

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an \$8.78 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Stormwater Utility Fee	\$ 5,786,464	\$ 5,964,000	\$ 5,887,000	\$ 6,005,000
State Grant	464,334	-	-	-
Interest Earnings	15,387	20,000	6,500	10,000
Miscellaneous	14,779	-	24,756	-
Subtotal	<u>6,280,964</u>	<u>5,984,000</u>	<u>5,918,256</u>	<u>6,015,000</u>
Fund Balance Carryover	<u>3,315,686</u>	<u>5,041,377</u>	<u>4,176,783</u>	<u>378,971</u>
TOTAL SOURCES	\$ <u>9,596,650</u>	\$ <u>11,025,377</u>	\$ <u>10,095,039</u>	\$ <u>6,393,971</u>
Personal Services	\$ 2,516,351	\$ 2,664,719	\$ 2,531,250	\$ 2,548,664
Other Expenditures	1,171,969	1,796,330	1,753,663	1,715,407
Capital Outlay	1,409,582	5,141,614	5,140,035	1,437,200
Transfer to Other Funds	321,965	298,200	291,120	305,702
Subtotal	<u>5,419,867</u>	<u>9,900,863</u>	<u>9,716,068</u>	<u>6,006,973</u>
Unrestricted Reserves	<u>4,176,783</u>	<u>1,124,514</u>	<u>378,971</u>	<u>386,998</u>
TOTAL USES	\$ <u>9,596,650</u>	\$ <u>11,025,377</u>	\$ <u>10,095,039</u>	\$ <u>6,393,971</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately \$19.50 per month for residential service during FY 2022. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Franchise Fees	\$ 922,306	\$ 880,000	\$ 910,000	\$ 925,000
Garbage/Trash Fees	4,088,777	4,100,000	4,240,000	4,266,040
Special Pickup	455,891	390,000	460,000	370,000
Weld Shop Fees	304,629	380,000	300,000	340,000
Other Charges/Fees	72,700	70,000	73,000	73,000
Interest Earnings	21,353	15,000	10,000	12,000
Miscellaneous	2,289	2,800	2,200	2,800
Subtotal	5,867,945	5,837,800	5,995,200	5,988,840
Fund Balance Carryover	1,774,561	2,317,885	2,415,525	1,356,434
TOTAL SOURCES	\$ 7,642,506	\$ 8,155,685	\$ 8,410,725	\$ 7,345,274
Personal Services	\$ 2,128,114	\$ 2,263,978	\$ 2,129,105	\$ 2,273,985
Other Expenditures	2,687,421	2,707,772	2,639,296	2,885,164
Capital Outlay	123,194	1,992,625	1,991,540	599,500
Transfer to Other Funds	288,252	291,000	294,350	298,200
Subtotal	5,226,981	7,255,375	7,054,291	6,056,849
Unrestricted Reserves	2,415,525	900,310	1,356,434	1,288,425
TOTAL USES	\$ 7,642,506	\$ 8,155,685	\$ 8,410,725	\$ 7,345,274

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Aviation:				
Fuel Fees	\$ 104,784	\$ 72,014	\$ 145,000	\$ 171,200
Leased Sites	463,128	458,349	447,544	691,450
Car Rental Fees	3,063	1,400	9,600	11,400
Terminal	29,096	38,239	-	-
Miscellaneous	526	-	4,200	5,100
Non-Aviation:				
Leased Sites	131,706	192,537	181,790	194,301
City Rentals	93,954	91,782	92,894	161,634
Miscellaneous	158,883	128,647	109,641	2,849
Interest Earnings	6,563	5,000	5,000	5,000
Donations	63,494	19,000	22,232	19,000
Subtotal	1,055,197	1,006,968	1,017,901	1,261,934
Fund Balance Carryover	583,603	668,075	675,648	531,456
TOTAL SOURCES	\$ 1,638,800	\$ 1,675,043	\$ 1,693,549	\$ 1,793,390
Personal Services	\$ 632,663	\$ 702,141	\$ 680,510	\$ 707,702
Other Expenditures	306,689	404,095	308,743	337,297
Capital Outlay	21,800	86,344	86,344	46,800
Debt Service	-	-	-	80,650
Transfer to Other Funds	2,000	86,496	86,496	2,000
Subtotal	963,152	1,279,076	1,162,093	1,174,449
Unrestricted Reserves	675,648	395,967	531,456	618,941
TOTAL USES	\$ 1,638,800	\$ 1,675,043	\$ 1,693,549	\$ 1,793,390

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Warehouse, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Information Technology	\$ 2,616,552	\$ 2,877,788	\$ 2,877,788	\$ 3,024,592
Warehouse				
General Fund	654,329	545,573	545,573	-
Stormwater Utility	3,699	3,096	3,096	-
Solid Waste	3,663	3,066	3,066	-
Airport	572	479	479	-
Facilities Maintenance	3,225,372	3,800,486	3,800,486	5,236,031
Fleet Maintenance	1,436,870	1,970,000	1,966,817	2,025,822
Car Wash Facility	43,316	45,000	45,000	60,000
LYNX Revenue	127,817	135,654	135,654	138,723
Interest Earnings	4,722	5,000	2,500	5,000
Miscellaneous	38,328	35,000	37,582	37,000
Transfer from Other Funds	-	-	-	-
Fund Balance Carryover	1,081,832	726,471	694,961	491,544
TOTAL SOURCES	\$ 9,237,072	\$ 10,147,613	\$ 10,113,002	\$ 11,018,712
Information Technology	\$ 2,522,719	\$ 2,947,005	\$ 2,937,512	\$ 3,024,592
Warehouse	646,713	420,345	421,464	-
Fleet Maintenance	1,948,990	2,127,463	2,074,164	2,207,513
Facilities Maintenance	3,423,689	4,297,649	4,188,318	5,236,031
Unrestricted Reserves	694,961	355,151	491,544	550,576
TOTAL USES	\$ 9,237,072	\$ 10,147,613	\$ 10,113,002	\$ 11,018,712

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Local Option Sales				
Tax	\$ 7,047,757	\$ 8,700,000	\$ 7,927,000	\$ 9,073,000
State Grant	-	500,000	1,000,000	-
Miscellaneous	200,000	-	2,304,000	-
Interest Earnings	60,129	30,000	18,000	20,000
Transfer from Other Funds	66,818	-	-	-
Fund Balance Carryover	<u>5,798,185</u>	<u>5,607,887</u>	<u>5,242,728</u>	<u>3,391,362</u>
TOTAL SOURCES	\$ <u>13,172,889</u>	\$ <u>14,837,887</u>	\$ <u>16,491,728</u>	\$ <u>12,484,362</u>
Sales Tax Projects				
by Department:				
City Manager	\$ 1,861	\$ 193,289	\$ 193,289	\$ -
Police	1,221,192	342,263	342,263	-
Fire	184,511	789,000	194,910	695,000
Public Works	1,295,771	3,617,813	3,573,574	825,200
Parks and Recreation	300,640	2,790,526	2,790,526	190,000
Information Technology	604,250	1,374,968	1,329,603	570,000
Transfers:				
Sales Tax Bonds	4,321,936	4,362,514	4,362,514	4,333,036
Capital Lease	-	156,844	313,687	389,457
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	<u>5,242,728</u>	<u>1,210,670</u>	<u>3,391,362</u>	<u>5,481,669</u>
TOTAL USES	\$ <u>13,172,889</u>	\$ <u>14,837,887</u>	\$ <u>16,491,728</u>	\$ <u>12,484,362</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Mobility Fees	\$ 1,394,917	\$ 1,236,500	\$ 1,119,465	\$ 5,884,790
Other Transportation Charges	-		-	
Interest Earnings	52,149	30,000	23,000	25,000
Fund Balance Carryover	<u>4,818,962</u>	<u>5,944,225</u>	<u>5,800,293</u>	<u>3,060,139</u>
TOTAL SOURCES	\$ <u>6,266,028</u>	\$ <u>7,210,725</u>	\$ <u>6,942,758</u>	\$ <u>8,969,929</u>
 Road Improvements	 \$ 22,284	 \$ 3,439,220	 \$ 3,439,220	 \$ 250,000
Transfer to Other Funds	443,451	443,399	443,399	442,554
Restricted Reserves	<u>5,800,293</u>	<u>3,328,106</u>	<u>3,060,139</u>	<u>8,277,375</u>
TOTAL USES	\$ <u>6,266,028</u>	\$ <u>7,210,725</u>	\$ <u>6,942,758</u>	\$ <u>8,969,929</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Local Option Gas Tax	\$ 2,525,092	\$ 2,725,000	\$ 2,650,605	\$ 2,731,000
Interest Earnings	36,079	20,000	13,000	15,000
Miscellaneous Revenue	16,592	3,500	14,875	3,500
Transfer from				
Special Assessments	1,882	5,000	5,000	5,000
Transfer from Other Funds	500,181	500,000	500,000	500,000
Fund Balance Carryover	3,120,865	3,079,482	3,219,390	2,422,123
TOTAL SOURCES	\$ 6,200,691	\$ 6,332,982	\$ 6,402,870	\$ 5,676,623
 Sidewalks	 \$ 694,139	 \$ 625,114	 \$ 503,670	 \$ 760,689
Engineering	493,975	676,778	581,392	601,529
Traffic Engineering	-	80,000	80,000	600,600
Street Maintenance	-	-	-	-
Road Improvements	882,203	1,898,408	1,898,389	790,000
Transfers:				
Gas Tax Notes	910,984	917,296	917,296	909,746
Other Funds	-	-	-	-
Unrestricted Reserves	3,219,390	2,135,386	2,422,123	2,014,059
TOTAL USES	\$ 6,200,691	\$ 6,332,982	\$ 6,402,870	\$ 5,676,623

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Assessments	\$ 26,095	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>5</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	\$ <u>26,100</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>
Other Operating Costs	\$ 24,218	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>1,882</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	\$ <u>26,100</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Building Permits	\$ 1,193,313	\$ 800,000	\$ 450,000	\$ 1,800,000
Electrical Permits	59,070	37,500	30,000	100,000
Plumbing Permits	23,431	17,500	20,000	50,000
Mechanical Permits	19,070	12,500	25,000	75,000
Impact Fee Allowance	31,631	20,000	40,000	40,000
Plan Checking Fees	2,715	5,000	-	-
Interest Earnings	70,174	75,000	10,000	10,000
Miscellaneous	39,105	32,000	40,000	40,000
Transfer from General Fund	40,000	5,000	5,000	5,000
Fund Balance Carryover	<u>6,813,388</u>	<u>6,271,901</u>	<u>6,518,424</u>	<u>2,190,377</u>
TOTAL SOURCES	\$ <u>8,291,897</u>	\$ <u>7,276,401</u>	\$ <u>7,138,424</u>	\$ <u>4,310,377</u>
Personal Services	\$ 1,401,251	\$ 1,822,130	\$ 1,628,803	\$ 1,958,677
Operating Costs	120,909	315,338	265,461	353,892
Capital Outlay	251,313	3,053,783	3,053,783	775,200
Transfer to Other Funds		-	-	-
Unrestricted Reserves	<u>6,518,424</u>	<u>2,085,150</u>	<u>2,190,377</u>	<u>1,222,608</u>
TOTAL USES	\$ <u>8,291,897</u>	\$ <u>7,276,401</u>	\$ <u>7,138,424</u>	\$ <u>4,310,377</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Intergovernmental				
Revenue	\$ 1,252,934	\$ 1,314,925	\$ 1,316,052	\$ 1,391,840
Interest Earnings	30,959	30,000	11,000	15,000
Miscellaneous Revenue	60,384	62,196	96,574	62,707
Transfer from General Fund	864,955	907,750	908,628	960,847
Fund Balance Carryover	<u>2,279,461</u>	<u>2,214,837</u>	<u>2,212,568</u>	<u>1,122,310</u>
TOTAL SOURCES	\$ <u>4,488,693</u>	\$ <u>4,529,708</u>	\$ <u>4,544,822</u>	\$ <u>3,552,704</u>
Professional Services	\$ 739,645	\$ 75,729	\$ 70,000	\$ 37,500
Other Operating Costs	456,893	1,249,980	1,191,267	691,991
General Fund Admin Cost	106,412	101,454	101,454	101,752
Capital Outlay	83,157	1,188,158	1,188,158	750,000
Aid to Private Organizations	-			
Transfer to Other Funds	890,018	871,633	871,633	763,016
Unrestricted Reserves	<u>2,212,568</u>	<u>1,042,754</u>	<u>1,122,310</u>	<u>1,208,445</u>
TOTAL USES	\$ <u>4,488,693</u>	\$ <u>4,529,708</u>	\$ <u>4,544,822</u>	\$ <u>3,552,704</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Intergovernmental				
Revenue	\$ 349,831	\$ 510,888	\$ 508,371	\$ 545,880
Interest Earnings	10,732	8,000	2,200	5,000
Transfer from General				
Fund	327,755	478,648	476,230	511,432
Fund Balance Carryover	<u>553,950</u>	<u>1,134,881</u>	<u>1,133,805</u>	<u>1,262,557</u>
TOTAL SOURCES	\$ <u>1,242,268</u>	\$ <u>2,132,417</u>	\$ <u>2,120,606</u>	\$ <u>2,324,869</u>
General Fund Admin Cost	\$ 106,408	\$ 101,454	\$ 101,454	\$ 101,751
Operating Costs	495	74,510	6,595	28,661
Capital Outlay	1,560	445,000	445,000	501,500
Aid to Private Organizations	-	305,000	305,000	125,000
Unrestricted Reserves	<u>1,133,805</u>	<u>\$ 1,206,453</u>	<u>\$ 1,262,557</u>	<u>\$ 1,567,957</u>
TOTAL USES	\$ <u>1,242,268</u>	\$ <u>2,132,417</u>	\$ <u>2,120,606</u>	\$ <u>2,324,869</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

2021 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2022, the City will be awarded a \$769,084 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
State Grant	\$ -	\$ -	\$ -	\$ 769,084
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 769,084
Personal Services	\$ -	\$ -	\$ -	\$ 192,336
Professional Services	-	-	-	-
Operating Costs	-	-	-	573,748
Capital Outlay	-	-	-	3,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 769,084

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

2021 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2022, the City will be awarded \$500,503 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
State Grant	\$ -	\$ -	\$ -	\$ 500,503
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ -
Personal Services	\$ -	\$ -	\$ -	\$ 56,087
Professional Services	-	-	-	444,416
Operating Costs	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 500,503

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

2021 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2022, the City will be awarded HOME funds in the amount of \$335,922 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low income families.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Federal Grant	\$ -	\$ -	\$ -	\$ 335,922
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 335,922
Personal Services	\$ -	\$ -	\$ -	\$ 44,910
Professional Services	-	-	-	-
Operating Costs	-	-	-	291,012
TOTAL USES	\$ -	\$ -	\$ -	\$ 335,922

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Recreation Impact Fees	\$ 317,859	\$ 300,000	\$ 250,000	\$ 250,000
State Grant		-	-	-
Interest Earnings	15,946	10,000	6,342	5,000
Fund Balance Carryover	<u>1,572,012</u>	<u>1,553,457</u>	<u>1,544,264</u>	<u>724,904</u>
TOTAL SOURCES	\$ <u>1,905,817</u>	\$ <u>1,863,457</u>	\$ <u>1,800,606</u>	\$ <u>979,904</u>
Capital Outlay	\$ 166,556	\$ 1,075,702	\$ 1,075,702	\$ 250,000
Transfer to Other Funds	194,997	-	-	-
Restricted Reserves	<u>1,544,264</u>	<u>787,755</u>	<u>724,904</u>	<u>729,904</u>
TOTAL USES	\$ <u>1,905,817</u>	\$ <u>1,863,457</u>	\$ <u>1,800,606</u>	\$ <u>979,904</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a \$2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Police Education Fines	\$ 14,596	\$ 16,000	\$ 19,000	\$ 18,000
Fund Balance Carryover	<u>19,054</u>	<u>16,504</u>	<u>19,547</u>	<u>13,142</u>
TOTAL SOURCES	\$ <u>33,650</u>	\$ <u>32,504</u>	\$ <u>38,547</u>	\$ <u>31,142</u>
Operating Costs	\$ 14,103	\$ 28,905	\$ 25,405	\$ 28,905
Unrestricted Reserves	<u>19,547</u>	<u>3,599</u>	<u>13,142</u>	<u>2,237</u>
TOTAL USES	\$ <u>33,650</u>	\$ <u>32,504</u>	\$ <u>38,547</u>	\$ <u>31,142</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Federal Grant	\$ -	\$ 31,446	\$ 31,446	\$ 27,369
Transfer from General Fund	290,984	270,246	270,701	260,635
Fund Balance Carryover	<u>4,537</u>	<u>-</u>	<u>(35,687)</u>	<u>-</u>
TOTAL SOURCES	\$ <u>295,521</u>	\$ <u>301,692</u>	\$ <u>266,460</u>	\$ <u>288,004</u>
Personal Services	\$ 331,208	\$ 301,692	\$ 266,460	\$ 288,004
Unrestricted Reserves	<u>-35,687</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>295,521</u>	\$ <u>301,692</u>	\$ <u>266,460</u>	\$ <u>288,004</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Forfeiture Proceeds	\$ 17,227	\$ -	\$ 15,000	\$ -
Interest Earnings	2,673	1,500	1,000	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>268,037</u>	<u>274,447</u>	<u>277,137</u>	<u>271,337</u>
TOTAL SOURCES	\$ <u>287,937</u>	\$ <u>275,947</u>	\$ <u>293,137</u>	\$ <u>272,837</u>
Operating Costs	\$ 10,800	\$ 31,800	\$ 21,800	\$ 21,800
Unrestricted Reserves	<u>277,137</u>	<u>244,147</u>	<u>271,337</u>	<u>251,037</u>
TOTAL USES	\$ <u>287,937</u>	\$ <u>275,947</u>	\$ <u>293,137</u>	\$ <u>272,837</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Forfeiture Proceeds	\$ 0	\$ -	\$ -	\$ -
Interest Earnings	453	500	300	500
Fund Balance Carryover	<u>45,772</u>	<u>46,362</u>	<u>46,225</u>	<u>46,525</u>
TOTAL SOURCES	\$ <u>46,225</u>	\$ <u>46,862</u>	\$ <u>46,525</u>	\$ <u>47,025</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves	<u>46,225</u>	<u>46,862</u>	<u>46,525</u>	<u>47,025</u>
TOTAL USES	\$ <u>46,225</u>	\$ <u>46,862</u>	\$ <u>46,525</u>	\$ <u>47,025</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Fines	\$ 4,255	\$ 3,600	\$ 5,500	\$ 3,600
Interest Earnings	125	50	-	50
Fund Balance Carryover	<u>28,640</u>	<u>-</u>	<u>17,551</u>	<u>-</u>
TOTAL SOURCES	\$ <u>33,020</u>	\$ <u>3,650</u>	\$ <u>23,051</u>	\$ <u>3,650</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Transfer to Other Funds	15,469	3,650	23,051	3,650
Unrestricted Reserves	<u>17,551</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>33,020</u>	\$ <u>3,650</u>	\$ <u>23,051</u>	\$ <u>3,650</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Forfeiture Proceeds	\$ 4,891	\$ -	\$ 1,500	\$ -
Interest Earnings	2,101	1,500	300	500
Fund Balance Carryover	<u>277,421</u>	<u>83,423</u>	<u>88,009</u>	<u>78,934</u>
TOTAL SOURCES	\$ <u>284,413</u>	\$ <u>84,923</u>	\$ <u>89,809</u>	\$ <u>79,434</u>
Operating Costs	\$ 101,346	\$ 10,875	\$ 10,875	\$ -
Capital Outlay	95,058	-	-	-
Unrestricted Reserves	<u>88,009</u>	<u>74,048</u>	<u>78,934</u>	<u>79,434</u>
TOTAL USES	\$ <u>284,413</u>	\$ <u>84,923</u>	\$ <u>89,809</u>	\$ <u>79,434</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

CHARTER SCHOOL FUND

This fund was established to account for the full time equivalent (FTE) funds that are received from the Osceola County School District on a biweekly basis to operate the Kissimmee Charter Academy. These funds, less an amount sufficient to pay debt service on the bonds issued to construct the school, are immediately remitted to Imagine Schools, the management company that operates the charter school on a daily basis. The amount retained for debt service is transferred to a debt service fund; payments on the debt are made semi-annually.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Intergovernmental				
Revenue	\$ 5,750,531	\$ 5,600,000	\$ 5,800,000	\$ 5,800,000
Interest Earnings	32,775	40,000	11,000	15,000
Fund Balance Carryover	<u>2,931,891</u>	<u>2,982,891</u>	<u>3,036,919</u>	<u>2,721,419</u>
TOTAL SOURCES	\$ <u>8,715,197</u>	\$ <u>8,622,891</u>	\$ <u>8,847,919</u>	\$ <u>8,536,419</u>
Professional Services	\$ 5,035,278	\$ 5,000,000	\$ 5,200,000	\$ 5,300,000
Other Operating Costs	-	2,500	2,500	2,500
Capital Outlay	-	278,000	278,000	-
Transfers to Other Funds	643,000	646,000	646,000	637,250
Unrestricted Reserves	<u>3,036,919</u>	<u>2,696,391</u>	<u>2,721,419</u>	<u>2,596,669</u>
TOTAL USES	\$ <u>8,715,197</u>	\$ <u>8,622,891</u>	\$ <u>8,847,919</u>	\$ <u>8,536,419</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Utility Tax Revenue:				
Electric	\$ 4,496,222	\$ 4,760,000	\$ 4,643,000	\$ 4,760,000
Telephone	1,859,239	1,825,000	1,800,000	1,825,000
Water	584,943	595,000	577,000	595,000
Natural Gas	99,610	105,000	100,000	105,000
Propane Gas	101,390	120,000	110,000	120,000
Fund Balance Carryover	<u>565,845</u>	<u>535,845</u>	<u>603,964</u>	<u>588,964</u>
TOTAL SOURCES	\$ <u>7,707,249</u>	\$ <u>7,940,845</u>	\$ <u>7,833,964</u>	\$ <u>7,993,964</u>
Bad Debt Expense	\$ (26,622)	\$ 30,000	\$ 15,000	\$ 30,000
Transfer to General Fund	7,129,907	7,405,000	7,230,000	7,405,000
Unrestricted Reserves	<u>603,964</u>	<u>505,845</u>	<u>588,964</u>	<u>558,964</u>
TOTAL USES	\$ <u>7,707,249</u>	\$ <u>7,940,845</u>	\$ <u>7,833,964</u>	\$ <u>7,993,964</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a \$10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional \$9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the \$10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the \$9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for \$8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for \$9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Transfer from Local Option Sales Tax Fund	\$ <u>3,081,067</u>	\$ <u>3,062,086</u>	\$ <u>3,062,086</u>	\$ <u>3,085,858</u>
TOTAL SOURCES	\$ <u>3,081,067</u>	\$ <u>3,062,086</u>	\$ <u>3,062,086</u>	\$ <u>3,085,858</u>
Debt Service - Due 10/1	\$ 2,485,000	\$ 2,580,000	\$ 2,580,000	\$ 2,675,000
Debt Service - Current	<u>596,067</u>	<u>482,086</u>	<u>482,086</u>	<u>410,858</u>
TOTAL USES	\$ <u>3,081,067</u>	\$ <u>3,062,086</u>	\$ <u>3,062,086</u>	\$ <u>3,085,858</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

FMHA BONDS FUND

This fund was established to account for the payment of debt service on the following bonds:

1980 Excise Tax Revenue Bonds \$265,000
1981 Excise Tax Revenue Bonds \$500,000

Proceeds from the bonds were used for Fire Station 12 and for City Hall expansion, respectively. Occupational licenses are pledged for debt service on these bonds. From collections of occupational license revenues, a transfer from the General Fund is made to cover annual debt service requirements. The final payment for the Series 1981 bonds was made in fiscal year 2019 and the final payment on the Series 1982 bonds will be made in fiscal year 2022.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Transfer from General Fund	\$ 28,950	\$ 29,100	\$ 29,100	\$ 28,980
Fund Balance Carryover	<u>41,874</u>	<u>41,874</u>	<u>41,874</u>	<u>41,874</u>
TOTAL SOURCES	\$ <u>70,824</u>	\$ <u>70,974</u>	\$ <u>70,974</u>	\$ <u>70,854</u>
Debt Service	\$ 28,950	\$ 29,100	\$ 29,100	\$ 28,980
Restricted Reserves	<u>41,874</u>	<u>41,874</u>	<u>41,874</u>	<u>41,874</u>
TOTAL USES	\$ <u>70,824</u>	\$ <u>70,974</u>	\$ <u>70,974</u>	\$ <u>70,854</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of \$9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of \$4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Transfer from Local Option Gas Tax Fund	\$ <u>279,109</u>	\$ <u>278,596</u>	\$ <u>278,596</u>	\$ <u>282,946</u>
TOTAL SOURCES	\$ <u><u>279,109</u></u>	\$ <u><u>278,596</u></u>	\$ <u><u>278,596</u></u>	\$ <u><u>282,946</u></u>
Debt Service - Due 10/1	\$ 242,054	\$ 244,298	\$ 244,298	\$ 251,473
Debt Service - Current	<u>37,055</u>	<u>34,298</u>	<u>34,298</u>	<u>31,473</u>
TOTAL USES	\$ <u><u>279,109</u></u>	\$ <u><u>278,596</u></u>	\$ <u><u>278,596</u></u>	\$ <u><u>282,946</u></u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of \$6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2020</u>	<u>ADJUSTED BUDGET FY 2021</u>	<u>ESTIMATE FY 2021</u>	<u>BUDGET FY 2022</u>
Transfer from Community Redevelopment Fund	\$ <u>282,110</u>	\$ <u>281,630</u>	\$ <u>281,630</u>	\$ <u>281,010</u>
TOTAL SOURCES	\$ <u><u>282,110</u></u>	\$ <u><u>281,630</u></u>	\$ <u><u>281,630</u></u>	\$ <u><u>281,010</u></u>
Debt Service - Due 10/1	\$ 238,555	\$ 240,815	\$ 240,815	\$ 243,005
Debt Service - Current	<u>43,555</u>	<u>40,815</u>	<u>40,815</u>	<u>38,005</u>
TOTAL USES	\$ <u><u>282,110</u></u>	\$ <u><u>281,630</u></u>	\$ <u><u>281,630</u></u>	\$ <u><u>281,010</u></u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of \$42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Transfer from Community Redevelopment Fund	\$ 238,781	\$ 238,753	\$ 238,753	\$ 238,298
Transfer from Local Option Gas Tax Fund	612,100	613,500	613,500	609,250
Transfer from Local Option Sales Tax Fund	1,023,349	1,023,228	1,023,228	1,021,279
Transfer from Mobility Fee Fund	443,451	443,399	443,399	442,554
Transfer from General Fund	643,000	646,000	646,000	637,250
Fund Balance Carryover	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>
TOTAL SOURCES	\$ <u>2,978,110</u>	\$ <u>2,982,309</u>	\$ <u>2,982,309</u>	\$ <u>2,966,060</u>
Debt Service - Due 10/1	\$ 2,115,341	\$ 2,144,940	\$ 2,144,940	\$ 2,161,816
Debt Service - Current	845,340	819,940	819,940	786,815
Restricted Reserves	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>
TOTAL USES	\$ <u>2,978,110</u>	\$ <u>2,982,309</u>	\$ <u>2,982,309</u>	\$ <u>2,966,060</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

SERIES 2021 LINE OF CREDIT FUND

In the fall of 2017, the City opened a line of credit with the Florida Local Government Finance Program for \$10,950,000 to fund the acquisition of various parcels of land throughout the City. Transfers are made from the Downtown Community Redevelopment Fund and the Local Option Sales Tax Fund to cover the annual debt service payments. In January 2019, the City increased the line of credit by another \$5,400,000 to fund road improvements, the Police Firearms Range as well as parking and trail improvements. This resulted in increases to the transfer

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Transfer from Local Option Sales Tax Fund	\$ 217,521	\$ 277,200	\$ 277,180	\$ 198,000
Transfer from Local Option Gas Tax Fund	19,775	25,200	26,086	18,000
Transfer from Community Redevelopment Fund	<u>92,282</u>	<u>117,600</u>	<u>106,560</u>	<u>84,000</u>
TOTAL SOURCES	\$ <u>329,578</u>	\$ <u>420,000</u>	\$ <u>409,826</u>	\$ <u>300,000</u>
 Debt Service	 \$ <u>329,578</u>	 \$ <u>420,000</u>	 \$ <u>409,826</u>	 \$ <u>300,000</u>
TOTAL USES	\$ <u>329,578</u>	\$ <u>420,000</u>	\$ <u>409,826</u>	\$ <u>300,000</u>

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

ACCOUNT	ACTUAL FY 2019	ADJUSTED BUDGET FY 2020	ESTIMATE FY 2020	BUDGET FY 2021
Cost Allocations:				
General Fund	\$ 1,995,789	\$ 2,084,345	\$ 2,063,297	\$ 2,104,969
Central Services	160,741	173,096	171,369	174,287
Airport	30,383	31,206	31,261	32,799
Stormwater Utility	191,016	193,485	194,303	190,499
Solid Waste	163,152	170,093	170,093	171,937
Local Option Gas Tax	40,609	41,700	41,714	44,001
Building	28,873	38,802	40,654	44,969
Community Development				
Block Grant	1,232	1,261	1,280	1,444
Other Funds	8,580	8,958	8,428	8,034
Interest Earnings	53,211	60,000	16,000	20,000
Recoveries	605,639	200,000	200,000	200,000
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	2,699,540	2,610,922	2,488,496	2,170,245
TOTAL SOURCES	\$ 5,978,765	\$ 5,613,868	\$ 5,426,895	\$ 5,163,184
Charges by Other				
Funds	\$ 198,128	\$ 209,213	\$ 209,213	\$ 216,186
Operating Cost	234,152	281,367	293,215	245,210
Capital Outlay	237,121	-	12,505	2,400
Workers Comp Premium	15,270	25,000	25,000	25,000
Workers Comp Claims	718,182	750,000	500,000	750,000
General & Auto Premium	1,299,347	1,466,717	1,466,717	1,636,212
Liability Claims	788,069	750,000	750,000	750,000
Unrestricted Reserves	2,488,496	2,131,471	2,170,245	1,538,176
TOTAL USES	\$ 5,978,765	\$ 5,613,768	\$ 5,426,895	\$ 5,163,184

**CITY OF KISSIMMEE
2022 ANNUAL BUDGET**

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

ACCOUNT	ACTUAL FY 2020	ADJUSTED BUDGET FY 2021	ESTIMATE FY 2021	BUDGET FY 2022
Cost Allocations:				
General Fund	\$ 5,880,677	\$ 6,686,160	\$ 7,254,848	\$ 7,256,823
Central Services	476,810	514,320	572,955	572,333
Airport	80,840	102,864	111,807	111,823
Stormwater Utility	403,945	475,746	499,325	479,741
Sanitation	316,133	372,882	401,916	397,118
Local Option Gas Tax	137,416	167,154	196,109	179,466
Building	245,775	257,160	286,635	286,737
Community Development				
Block Grant	21,780	25,716	25,835	41,864
Other Funds	49,071	38,574	45,502	56,617
Dependent Coverage	848,288	850,000	881,345	960,000
Interest Earnings				
Retiree/COBRA				
Contributions	293,989	325,000	235,000	250,000
Miscellaneous Revenue	363	100,000	-	-
Transfer from General Fund	1,100,000	-	-	-
Fund Balance Carryover	(456,728)	(200,663)	20,469	917,187
TOTAL SOURCES	\$ 9,398,359	\$ 9,714,913	\$ 10,531,746	\$ 11,509,709
Professional Services	\$ 1,697,941	\$ 1,975,568	\$ 1,975,397	\$ 2,335,363
Other Operating Costs	73,381	83,684	82,600	88,200
Health Claims	7,606,568	7,500,000	7,548,762	8,200,000
Capital Outlay	-	7,800	7,800	-
Unrestricted Reserves	20,469	147,861	917,187	886,146
TOTAL USES	\$ 9,398,359	\$ 9,714,913	\$ 10,531,746	\$ 11,509,709

ITEM 5.C**PUBLIC HEARING - ZONING MAP AMENDMENT - MILL CREEK MALL: DRC#20-00076 (HC TO MUPUD) - PROPOSED ORDINANCE NO. 21-11****AN ORDINANCE AMENDING ORDINANCE NO. 3034 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**

Approval of a zoning map amendment from HC (Highway Commercial) to MUPUD (Mixed Use Planned Unit Development) to establish use and design standards on 17.45 acres of land.

Explanation

This rezoning to MUPUD is to establish additional uses and design standards for the Mill Creek Mall. The 111,848 sq. ft. mall consists of primarily retail and professional uses within two (2) separate buildings on two (2) separate parcels. The larger, primary building (Lot 4) consists of a total 101,848 sq. ft. (excludes 11,450 sq. ft. internal atrium/hallway area). The smaller 10,000 sq. ft. building addition on Lot 3 was constructed in 2000. The additional MUPUD uses include outdoor events for mobile food vendors, farmer's market, car shows and seasonal special events within a designated Outdoor Event Area in the existing parking lot. This rezoning also includes leasing service establishments (no display or storage of vehicles outdoors), gasoline service stations, drive through facilities, public and private schools, indoor shooting ranges, multi family, townhomes, and a variety of other new uses.

With the location of the property within the former Vine St. Overlay, this district has evolved to incorporate the City's Form Based Code (FBC) standards in the amended Land Development Code (LDC) adopted on August 4, 2020, effective on September 1, 2020. The Vine St. Overlay included form based principles and the FBC enhanced those previous principles to encourage and promote redevelopment on underdeveloped sites, infill development, the aggregation of lots, and promote transit-oriented design. The applicant submitted a MUPUD rezoning request prior to the adoption of the FBC in July 2020. Prior to the MUPUD submittal, the property was intended to transition to the T5U (Mixed Use Urban Corridor) transect zoning which most appropriately aligns with the City's vision along the Vine St. corridor. The T5-U transect zoning district standards has been established for most of the development standards within this MUPUD rezoning submittal.

Staff coordinated with the applicant to ensure that development and design standards within the MUPUD rezoning submittal addressed the existing site improvements and how the additional uses would be facilitated on the site and minimize adverse impacts. The 10,000 sq. ft. building addition on Lot 3 displaced parking spaces and previous approvals addressed concerns with insufficient parking to support uses and activities on the site. A non-exclusive access easement with the two (2) adjacent parcels that are not included with this MUPUD rezoning provides additional, shared parking (661 parking spaces). All additional uses must be reviewed through the development review process in order to ensure that there are adequate site improvements (e.g., parking, landscaping, access/circulation, stormwater, etc.) to facilitate these uses.

FINDINGS AND REASONS:

1. Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-48(D) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-8(D)(3)(c) as the proposed commercial and residential uses are consistent with the Mixed-Use Vine Street Overlay District intent of compact, mixed-use urban-style development patterns that promote walkable, pedestrian-friendly public spaces and retail and light industrial/flex office space and professional offices.
3. Compliance with Policy 1.2.9.3, Mixed-Use -Vine Street Overlay District (MU-V) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to transform existing strip-style, highway commercial development with compact, high density, mixed-use urban-style development patterns that can include retail and light industrial/flex office space and professional offices.
4. Compliance with the site design regulations such as density, lot area, setbacks, building separation, height, and other general standards such as internal circulation, access, and other conditions as outlined in Section 14-4-8(D)(4).

Recommendation

The Development Review Committee (DRC) recommended approval on March 2, 2021.

The Planning Advisory Board (PAB) recommended approval with conditions by a vote of 4-1 on August 18, 2021.

CONDITIONS:

1. All outdoor and seasonal special events must be conducted within the designated Outdoor Event Area (Figure 3-8). No outdoor and seasonal special events are permitted outside of the Outdoor Event Area.
2. All outdoor and seasonal special events must obtain a valid Business Tax Receipt (BTR) and any applicable building permits prior to any sales occurring outdoors.
3. Outdoor events include mobile food vendors, farmer's market, and car shows.
4. Seasonal special events include all other outdoor sales and special events and are limited to a maximum of sixty (60) calendar days per year.
5. Vehicular sales in association with car shows is prohibited.
6. A Fire Inspection must be completed 24 hours in advance of all outdoor and seasonal sales events.
7. The Outdoor Event Area must be roped off from the existing parking area. Barricades and detour signs must be provided to ensure adequate maintenance of traffic. Particular attention shall be given to traffic flow and control, auto and pedestrian safety.
8. Outdoor storage of vehicles and materials is prohibited.
9. The Outdoor Event Area must be restored and utilized as standard parking spaces when outdoor activities are not occurring. Vehicles and materials associated with outdoor events and seasonal special events must be removed after events.
10. Trash cans or the equivalent shall be placed throughout the Outdoor Event Area. Immediately after each event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the events.
11. Consumption or possession of alcohol during outdoor events shall be prohibited. Consumption or possession of alcohol for seasonal special events must be within cordoned-off areas, sold

only by vendors currently licensed to sell alcohol, and shall be patrolled by a city police officer or officers, who shall be paid as a special detail by the promoter of the special event. The number of police officers required at any special event shall be determined by the Kissimmee Police Department based on its evaluation of the security needs of the promoter and the safety of the public.

12. Any proposed public schools require Site Plan and minor Construction Plan review and approval.
13. If adequate parking or infrastructure improvements for additional uses and phases are not provided, these improvements must be completed prior to commencing uses or phases.
14. Failure to obtain proper permits, inspections, and conditions of approval may result in the forfeiture of future outdoor events. The City reserves the right to limit, alter, or deny outdoor events that adversely impact neighboring businesses or residents, impose a safety hazard, create noise disturbances not appropriate for the location, place the City in a position of liability, or overextend the City's ability to provide services.

REQUESTED CITY COMMISSION ACTION:

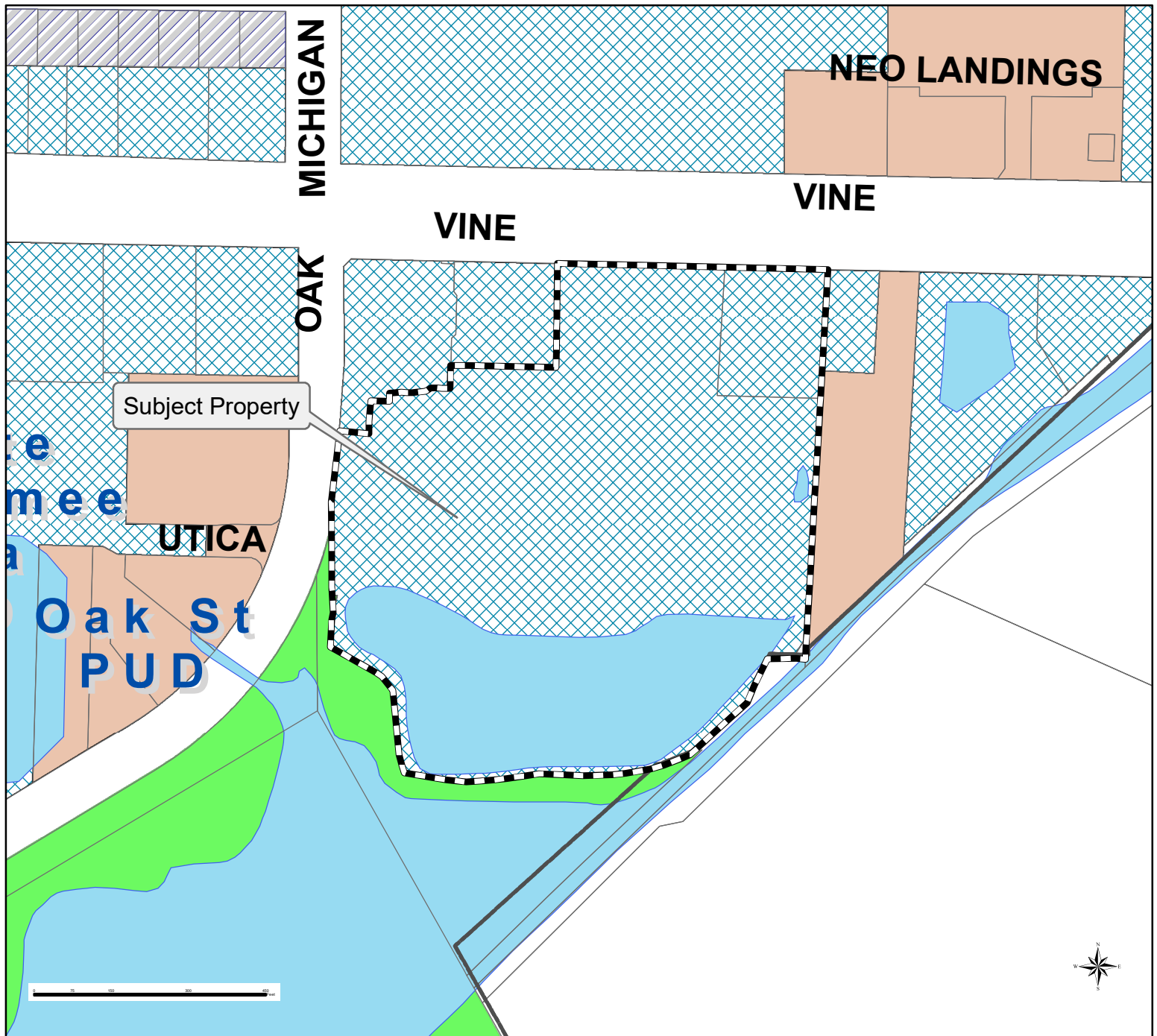
Approve w/Conditions

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. 20-00076 Vicinity Map
2. 20-00076 Aerial Map
3. 20-00076 PUD Narrative
4. 20-00076 PUD Exhibits
5. 20-00076 PUD Parking Exhibit
6. 20-00076 Site Data Tables
7. 20-00076 Proposed Ordinance 21-11
8. 20-00076 Osceola County Letter
9. 20-00076 City Commission Ad
10. 20-00076 August 18, 2021 PAB Minutes
11. 20-00076 DRC Comments
12. 20-00076 DRC Application



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





Submitted to

**CITY OF KISSIMMEE
DEVELOPMENT SERVICES
101 CHURCH STREET
KISSIMMEE, FL 34741**

Prepared for

**MILL CREEK LLP
101 PARK PLACE BLVD, SUITE 3
KISSIMMEE, FL 34741**

Prepared by



**KPM FRANKLIN
1012 EMMETT STREET, SUITE A
KISSIMMEE, FL 34741**

**PMUD
DESIGN AND DEVELOPMENT
STANDARDS DRC#20-00076**

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SECTION 1 – EXISTING SITE DETAILS

1.1 Existing Site Description

The project consists of approximately 17.45 Acres of developed land within a previously approved and permitted shopping center known as “Mill Creek Mall” and located at the southeast corner of E Vine Street (US 192-441) and E Oak Street in Kissimmee, Florida. More specifically, the subject property is comprised of Lot 3 and Lot 4 of the “Mill Creek Mall” Subdivision; Section 23, Township 25 South, Range 29 East; as recorded in Plat Book 11, Pages 104-105 of the public records of Osceola County, Florida. Please see the Location Map, Figure 3-1, in Section 3. The subject property is also adjacent to two (2) outparcels which have a shared access, parking, and utility agreement.

1.2 Tax Parcel ID Numbers

The subject site is comprised of two (2) Tax Parcel ID Numbers identified by the Osceola County Property Appraiser as follows:

23-25-29-1709-0001-0030
23-25-29-1709-0001-0040

1.3 Existing Land Use

The project consists of two (2) land use components in accordance with the Florida Land Use, Cover and Forms Classification System (FLUCFCS). Those land uses and their corresponding identification numbers are as follows: Shopping Centers (1411); Man-Made Water Body less than 10 Acres in Size (504). Please see the Aerial Map, Figure 3-2, in Section 3.

1.4 Future Land Use Designation

The subject site is comprised of a single future land use designation noted as MU-V (Mixed Use – Vine Street Overlay District) established and described in the City of Kissimmee Comprehensive Plan, Policies 1.2.2.2 and 1.2.9.3. Please see the Future Land Use Map, Figure 3-3, in Section 3.

1.5 Zoning District

The project lies entirely within the Highway Commercial (HC) Zoning District as established by the City of Kissimmee. Please see the Zoning Map, Figure 3-4, in Section 3.

1.6 Conservation

There are no conservation areas within the limits of the project nor are there any identified jurisdictional wetlands. The project was previously approved and permitted by the South Florida Water Management District (SFWMD) with Permit Number 49-00111-S, Application Numbers 01250-A and 990506-2. Please see the Aerial Map, Figure 3-2, in Section 3.

1.7 Soils

Based upon the United States Department of Agriculture (USDA) Soil Conservation Service (SCS) Soil Survey for Osceola County, Florida, the site is comprised of the following soil types and corresponding hydrologic groups: Myakka Fine Sand (A/D); Placid Fine Sand (A/D); and Samsula Muck (A/D).

1.8 Floodplain

Based upon Map Number 12097C0067G of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Osceola County, Florida revised June 18, 2013, portions of the project lie within: Zone X, outside the limits of the 500-year floodplain; Zone X (shaded), within the limits of the 500-year floodplain; and Zone AE, within the limits of the 100-year floodplain.

1.9 Existing Drainage Pattern

According to the United States Geological Survey (USGS) Quadrangle Map, site-specific Boundary and Topographic Survey, and the permitted stormwater management system, the site generally drains from north to south and into the master wet-detention stormwater management pond where both water quality treatment and attenuation for the overall shopping center are provided prior to controlled discharge into the Mill Slough.

The project was previously approved and permitted by the South Florida Water Management District (SFWMD) with Permit Number 49-00111-S, Application Numbers 01250-A and 990506-2. Additionally, the subject site is located within the Lake Tohopekaliga drainage basin. The site elevations range from 53.3 feet to 60.0 feet based on the National Geodetic Vertical Datum (NGVD) of 1929. There are no known existing adverse drainage conditions to be noted.

1.10 Existing Utilities

The project lies entirely within the Toho Water Authority (TWA) Utility Services area and is currently serviced by TWA for potable water and wastewater. The project is also entirely within the Kissimmee Utility Authority (KUA) District for electrical and power services. Please see the Utility Map (Figure 3-9) in Section 3 for a graphical depiction of the fire hydrant coverage map.

1.11 Existing Development Pattern

In situ development features and intensities (as currently constructed at the time of this Application) for the subject property can be summarized as follows:

Gross Floor Area [This PMUD only]:	111,848 SF
(Shopping Center) Lot 3:	10,000 SF
(Shopping Center) Lot 4:	113,298 SF
Atrium Area and Hallway Reduction:	(-11,450) SF
Lot Coverage [This PMUD Only, Lots 3 & 4]:	0.57
Floor Area Ratio (FAR) [This PMUD Only]:	0.18
Open Space [This PMUD Only]:	37%

SECTION 2 – PROPOSED DEVELOPMENT

2.1 General Conformance and Applicability

It is the intent of this Planned Mixed-Use Development (PMUD) to establish specific design and development standards for the subject property. Said standards and PMUD shall govern the development and/or redevelopment of the site. Any criteria not explicitly detailed or provided for herein shall be governed by the City of Kissimmee Land Development Code (LDC).

2.2 Proposed Site Description

The Mill Creek Mall project will be utilized and developed for mixed use purposes. The developer/owner reserves the right to further alter or develop the subject site within the confines of the design and development criteria as herein set forth in order to meet the dynamic nature of market conditions and achieve the desirable mix of uses and development intensity. The Preliminary Plan as presented herein, depicts both the current and proposed configurations with regard to anticipated buildout. Any deviations to the Preliminary Plan shall defer to the City of Kissimmee Land Development Code (LDC).

2.3 Proposed Land Use

The Mill Creek Mall Project will be comprised of the following primary land uses and developed in general accordance with the MU-V (Mixed Use – Vine Street Overlay District) Future Land Use Policies 1.2.2.2 and 1.2.9.3 of the City of Kissimmee Comprehensive Plan and the City of Kissimmee LDC:

A) Permitted Uses:

- 1) Insurance, and real estate office establishments;
- 2) Banking and Financial Institutions;
- 3) Professional service establishments;
- 4) Personal service establishments;
- 5) Medical clinics, office, and service establishments;
- 6) Pharmacy;
- 7) Beauty and barber shops;
- 8) Motels and hotels;
- 9) Post offices;
- 10) Churches;

- 11) Specialty retail stores consistent with Chapter 4 of the City of Kissimmee Code of Ordinances;
- 12) Business service office establishments;
- 13) Research and development establishments;
- 14) Administrative offices for businesses, public services, public uses, or semi-public uses;
- 15) Retail sales establishments;
 - bakeries, candy, confectionary, delis, ice cream stores, Grocery, meat, fruit, and vegetable stores
- 16) Communication service establishments;
 - Example: Verizon Store
- 17) Light Manufacturing;
 - Repair service establishments which provide repair services of a minor nature such as radio, television, watch, clock, jewelry, shoe, and other such light manufacturing;
- 18) Educational service establishments;
- 19) Equipment Sales, Rental, and Leasing, Light;
 - Establishments primarily engaged in sale, renting, and/or leasing computers, electronics, appliances, medical equipment, party supplies, pianos, plants, vending machines, furniture, farm equipment and similar types of equipment.
- 20) Sales or leasing of mopeds, scooters, neighborhood electric vehicles (NEVs), All Terrain Vehicles (ATVs), Utility Terrain Vehicles (UTVs) and/or other personal/recreational vehicles;
- 21) Private indoor amusement, entertainment, and/or recreational establishments;
- 22) Art and music schools, dance schools and exercise studios including health related treatments and therapy;
- 23) Seasonal sales and other temporary special events when conducted within the outdoor event area;
- 24) Outdoor sales for mobile food vendors within the outdoor event area;
- 25) Outdoor sales for farmer's markets including the sale of food, greenery, handmade and household items;

- 26) Construction office only establishments;
- 27) Gasoline service stations; must comply with LDC Section 14-5-8A of the LDC.
- 28) Indoor secondhand merchandise establishments including other similar uses;
- 29) Restaurants including but not limited to, café, and their accessory outdoor dining;
 - Example: Bonafide Restaurants consistent with Chapter 4 of City of Kissimmee Code of Ordinances;
- 30) Microbrewery/distillery consistent with Chapter 4 of the City of Kissimmee Code of Ordinances;
- 31) Drive-through facilities in conjunction with a permitted use and must comply with LDC Section 14-5-8B;
- 32) Public and private schools;
- 33) Day care centers;
- 34) Libraries, museums and art galleries;
- 35) Veterinary clinics including ancillary boarding and kennel;
- 36) Pet grooming, shops, and stores;
- 37) Pawn shops when located 150 feet or less from a public right-of-way and consistent with Chapter 10, Article VI., of the City of Kissimmee Code of Ordinances;
- 38) Multi-family residential
- 39) Townhomes
- 40) Triplexes
- 41) Residential dwelling units in association with a mixed-use development;
- 42) Accessory uses and accessory structures being a use or structure customarily and clearly incidental and subordinate to the principal permitted use or structure and located on the same lot with such principal use or structure;
- 43) Retail Uses allowed as a permitted use when conducted wholly or partly outdoors and directly in front of the business as noted in section 14-6-11 of the LDC;
- 44) Those uses consistent with and similar to those permitted above as may be determined by the City Manager or designee thereof including those uses considered incidental and accessory;

- 45) Commercial off-street parking lots and garages;
- 46) Indoor Shooting Ranges;
- 47) Outdoor Events
- 48) Seasonal Special Events within the Outdoor Event Area

B) Conditional Uses:

- 1) Communication facilities including communication towers;
- 2) The sales and leasing of motor vehicles;
- 3) The repair of motor vehicles;
- 4) Temporary labor service establishments;
- 5) Private outdoor amusement, entertainment, and/or recreational establishments;
- 6) Bus depots
- 7) Institutional care facilities;

C) Prohibited Uses:

- 1) The sales and leasing of heavy commercial vehicles and equipment;
- 2) The repair of heavy commercial vehicles and equipment;
- 3) Community residential homes;
- 4) Shelters/halfway houses;
- 5) Public work maintenance/storage facilities;
- 6) Sewage treatment plants;
- 7) Water plants;
- 8) Power plants;
- 9) Rail stations;
- 10) Cemeteries;
- 11) Pet boarding and kennels as a principal use;
- 12) Outdoor gun ranges;
- 13) Single-family detached dwellings;
- 14) Mobile homes;
- 15) Manufactured homes;
- 16) Bed and breakfast establishments;
- 17) Hospitals;
- 18) Heliports as an accessory use;

- 19) Outdoor advertising signs;
- 20) Recycling collection centers when conducted primarily indoors
- 21) Taxi stations;

2.4 Development Standards

The following development standards shall apply to current Lot 3 and Lot 4 of the record plat of "Mill Creek Mall" of Section 23, Township 25 South, Range 29 East; as recorded in Plat Book 11, Pages 104-105 of the public records of Osceola County, Florida; to include any future development and/or replating thereof. Where standards have not explicitly been included herein, those standards described and established in the Form Based Code (FBC) of the City of Kissimmee LDC shall prevail and be applicable.

A) Lot and Development Standards.

Lot Area (minimum)¹: None

Lot Area (maximum)¹: None

Lot Width (minimum)¹: 18 feet

Lot Width (maximum)¹: None

Lot Depth (minimum) ¹: None

Lot Depth (maximum) ¹: None

Lot Coverage (minimum)¹: None

Lot Coverage (maximum)¹: 80% (0.80)

Floor Area Ratio (minimum)¹: None

Floor Area Ratio (maximum)¹: 6.0

Building Height (minimum)^{1, 3}: 22 feet

Building Height (maximum)^{1, 3}: 5 stories

Ground Floor Ceiling Height (minimum)¹: 12 feet

Ground Floor Ceiling Height (maximum)^{1,3}: 14 feet

Finished Floor to Finished Ceiling Height – Refer to LDC

Upper Floor(s) Ceiling Height (minimum)¹: 9 feet

Upper Floor(s) Ceiling Height (maximum)^{1, 3}: None

Potential Future Development

Minimum Residential Density: 105 Dwelling Units (DU)

$$6 \text{ DU/Acre} \times 17.45 \text{ Acres} = 105 \text{ DU}$$

Maximum Residential Density: 524 Dwelling Units (DU)

$$40 \text{ DU/Acre} \times \text{Site Area in Acres} \times 75\%$$

$$40 \text{ DU/Acre} \times 17.45 \text{ Acres} \times 0.75 = 524 \text{ DU}$$

Residential Development as may be permitted by this PMUD shall additionally comply with the Development Standards as set forth herein and above. In those cases where standards have not explicitly been included herein, those standards described and established in the FBC or the City of Kissimmee LDC for the T5-U Transect shall prevail and be applicable. All residential units are to be individually owned through condominium or fee simple ownership.

Note: No Residential Density Bonus applied..

Intensity calculations shall include non-residential, when determining Floor Area Ratio (FAR).

B) Building Placement.

Front Setback (minimum)^{2 4}: 10 feet

Front Setback (maximum)^{2 4 5}: 20 feet

Street-Side Setback (minimum)^{2 4}: 10 feet

Street-Side Setback (maximum)^{2 4 5}: 35 feet

Internal Side Setback (minimum)^{2 4}: 0 feet

Internal Side Setback (maximum)^{2 4}: 80 feet

Rear Setback ^{2 5}: 5 feet

Frontage Buildout (minimum)²: 60%

Frontage Buildout (maximum)²: None

C) Open Space.

Minimum Open Space: 1.75 Acres

10% of Gross Area =

$$0.10 \times 17.45 \text{ Acres} = 1.75 \text{ Acres}$$

Open Space Provided: 2.29 Acres

$$0.89 \text{ Acres} + 1.4 \text{ Acres} = 2.29 \text{ Acres}$$

Landscape buffers, landscape islands, landscape screening (collectively 0.89 Acres)

*Stormwater management (5.57 Acres * 25% = 1.4 Acres).*

D) Streetscape Zone and Landscape Buffers.

The space between the back of curb and or Edge of Pavement and the back of sidewalk along E. Vine Street and Oak Street property lines is the streetscape zone.

Vine Street Streetscape Setback (minimum): 0 feet

Vine Street Streetscape Setback (maximum): 20 feet

Vine Street Landscape Buffer (minimum): 7 feet

Oak Street Streetscape Setback (minimum): 0 feet

Oak Street Streetscape Setback (maximum): 14 feet

Oak Street Landscape Buffer (minimum): 7 feet

- (1) *These requirements shall not be applicable for stormwater, landscape, park, utility, recreational and/or other areas and elements utilized for reasonably similar purposes.*
- (2) *These requirements shall also be applicable to accessory structures, awnings, canopies and/or other similar infrastructure as may be permitted.*
- (3) *A single story exceeding 14 feet, or 25 feet for ground floor non-residential, shall be counted as two (2) stories. Mezzanines extending beyond 33% of the gross floor area shall be counted as an additional story.*
- (4) *This requirement shall only be applicable to the outer property limits of the PMUD. Internal parcels and cutout parcels within the PMUD property limits have zero building setbacks on all sides.*
- (5) *An additional setback of 10FT for every story above 4 floors.*

2.5 Leasing Service Establishments

A Leasing Service Establishment use may be permitted when implemented additionally in accordance with the following:

- 1) All associated principal and accessory structures shall meet the setback and frontage requirements as set forth herein.
- 2) Bay openings shall be located to the side or rear of the building and oriented away from adjacent single family residential districts.
- 3) There shall be no storage or display of vehicles outdoors. Any display of automobiles must be in the interior of the building.
- 4) Any criteria not specifically set forth herein shall be in compliance with the applicable portion of the City of Kissimmee LDC and FBC.

2.6 Sales or Leasing of Mopeds, Scooters, Neighborhood Electric Vehicles (NEVs), All Terrain Vehicles (ATVs), Utility Terrain Vehicles (UTVs) and/or other Personal/Recreational Vehicles

The Sales and Leasing of Mopeds, Scooters, Neighborhood Electric Vehicles (NEVs), All Terrain Vehicles (ATVs), Utility Terrain Vehicles (UTVs) and/or other Personal/Recreational Vehicles may be permitted when implemented additionally in accordance with the following:

- 1) All associated principal and accessory structures shall meet the setback and frontage requirements as set forth herein.
- 2) Bay openings shall be located to the side or rear of the building and oriented away from adjacent single family residential districts, adjacent streets and ROW.
- 3) There shall be no storage or display of vehicles outdoors. Any display of automobiles must be in the interior of the building.
- 4) Any criteria not specifically set forth herein shall be in compliance with the applicable portion of the City of Kissimmee LDC and FBC.

2.7 Gasoline Service Stations

A Gasoline Service Station use may be permitted when implemented additionally in accordance with the following:

- 1) A ground-floor shopfront (convenience store or service building) shall be located in the front of the site meeting the required setback as set forth in this PMUD.
- 2) All pumps, parking and service bays shall be located to the side (interior only) or rear of the main building.
- 3) A street wall meeting the applicable standards of the City of Kissimmee LDC shall be provided to screen vehicular use areas.
- 4) Landscaping (up to three feet in height) shall be provided in front of the street wall to soften the treatment.
- 5) Accessory car wash structures shall not exceed 20 feet in height, unless they have a hip or gable roof.
- 6) Accessory car wash openings, service and storage areas, and refuse enclosures shall be oriented away from public view.
- 7) Gas station canopy clearance shall not exceed 18 feet.
- 8) Lighted bands or tubes or applied bands of color (other than permitted as signage) are prohibited.

- 9) Site lighting shall minimize direct and reflected glare and excess brightness. Therefore, only cut-off fixtures shall be allowed.
- 10) Any criteria not specifically set forth herein shall be in compliance with the applicable portion of the City of Kissimmee LDC and FBC.

2.8 Drive-Through Facilities in Conjunction with a Permitted Use

A Drive-Through Facility in conjunction with a permitted use may be permitted when implemented additionally in accordance with the following:

- 1) Drive-through lanes and windows shall be located along the side or rear of buildings, away from street frontages. If the use is located within a building that has a parking garage, the drive through windows/bays shall be located within the garage.
- 2) Drive-through facilities on a separate site than the principal use shall not be allowed.
- 3) Stacking lanes shall meet the requirements of the applicable current portions of the City of Kissimmee LDC.
- 4) Any criteria not specifically set forth herein shall be in compliance with the applicable portion of the City of Kissimmee LDC and FBC.

2.9 Public and Private Schools

A Public and Private School may be permitted when implemented additionally in accordance with the following:

- 1) The design and construction of a Public or Private School shall be of the highest quality to reflect the importance of these buildings within the community and with their function as landmarks in mind.
- 2) The scale of a Public or Private School should typically be larger than surrounding buildings in order to be more prominent and visible across greater distances.
- 3) Floor-to-floor heights and architectural details shall be proportionately larger than those of other private buildings that exist or are anticipated within adjacent blocks however, shall comply with the criteria set forth herein.

- 4) Prominent roof forms and additive elements such as cupolas can visually extend the height of the building and shall be permitted by variance. These features shall not exceed 30 feet by 30 feet in footprint and shall not exceed 20 feet above the height limit.
- 5) Any criteria not specifically set forth herein shall be in compliance with the applicable portion of the City of Kissimmee LDC and FBC .

2.10 Outdoor Events

Outdoor Events as defined herein shall be further governed and subject to the following conditions:

- 1) The location of Outdoor Events as permitted herein, shall be conducted within the area depicted on the Outdoor Event Area Plan ("Outdoor Events Area"), Figure 3-8, in Section 3. Figure 3-9 provides a detail plan with dimensions of the Outdoor Event Area.
- 2) Outdoor Events are prohibited between the hours of 10 p.m. and 7 a.m.
- 3) When Outdoor Events are conducted within the Outdoor Event Area herein (Figure 3-8, 3-9); whether whole or in part, and when the existing access points and parking spaces depicted herein (Figure 3-10) remain available and unimpeded for use; Only this layout is approved with the PMUD.

The use of any public address or sound projection system; shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m.; shall not project sound onto adjacent streets or residential areas; and shall comply with the effective Noise Control provisions of the City of Kissimmee LDC. The use of any public address system or sound projection system may be prohibited after due warning from the City or designee. Based on the severity of the violation as provided for within the City's LDC, the specific temporary sales event may be closed immediately by order of the City or designee.

- 4) Signage for Outdoor Events shall comply with the City of Kissimmee LDC and shall be limited to two (2) of the following:
 - i. One 21 square foot banner sign.
 - ii. One cold air balloon.
 - iii. One eight square foot temporary sign.

A separate building permit will be required prior to installation.

2.11 Seasonal Special Events

- 1) When Seasonal Special Events are temporary, said uses and activities shall be limited to sixty (60) calendar days per year.
- 2) When Seasonal Special Events are conducted within the Outdoor Event Area herein (Figure 3-8, 3-9); whether whole or in part, and when the existing access points and parking spaces depicted herein (Figure 3-10) remain available and unimpeded for use; Only this layout is approved with the PMUD.
- 3) Outdoor Special Events are prohibited between the hours of 10 p.m. and 7 a.m.
- 4) The use of any public address or sound projection system; shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m.; shall not project sound onto adjacent streets or residential areas; and shall comply with the effective Noise Control provisions of the City of Kissimmee LDC. The use of any public address system or sound projection system may be prohibited after due warning from the City or designee. Based on the severity of the violation as provided for within the City's LDC, the specific temporary sales event may be closed immediately by order of the City or designee.
- 5) Signage for Seasonal Special Events shall comply with the City of Kissimmee LDC and shall be limited to two (2) of the following:
 - i. One 21 square foot banner sign.
 - ii. One cold air balloon.
 - iii. One eight square foot temporary sign.

A separate building permit will be required prior to installation.

2.12 Indoor Shooting Ranges

Indoor Shooting Ranges as defined herein shall be further governed and subject to the following conditions in addition to any applicable Zoning District and Use Regulations by the City of Kissimmee;

- 1) Definition: Indoor Shooting Range; An indoor (enclosed by walls and ceiling) target range for firearms practice or competition, which includes one or more firing lanes.
- 2) The applicant shall demonstrate that the location and operation of the shooting range will not pose a threat to the health and safety of the citizens in the surrounding area.
- 3) Indoor ranges must be designed so projectiles cannot penetrate the walls, floor or ceiling, and ricochets or back splatter cannot harm range users. Considerations should be made for cleaning of all surfaces and handling of hazardous wastes.

- 4) Indoor shooting ranges shall be located more than five hundred (500) feet from any adjoining residential district boundary line or another indoor or outdoor shooting range.
- 5) The parking standards for shooting ranges shall be based on the requirements for retail.
- 6) Shooting ranges shall not create a nuisance, including, but not limited to, high noise levels, pollution, or other detrimental effects on the environment.

2.13 Building Design

With exception of existing buildings and standards in the PMUD, new architectural requirements will adhere to the LDC.

2.14 Transportation

The project will continue to utilize the following external points of ingress/egress to distribute traffic patterns:

E Vine Street

One (1) Directional Left-In with Right-In/Right-Out.

One (1) Right-In/Right-Out.

E Oak Street

One (1) Full Access Point.

One (1) Directional Left-In with Right-In/Right-Out.

Please see the Access Plan, Figure 3-7, in Section 3. Additionally, the conceptual provision of a future east-west collector-type connection has also been depicted on Figure 3-7 near the southern limits of the subject project. Said conceptual roadway connection is subject to further review and approval.

Internal traffic circulation patterns will remain consistent with that depicted on Figure 3-7 and further facilitated by a unified cross-access easement agreement currently in place with the shopping center in its entirety over and upon Lots 1, 2, 3, and 4 of the Mill Creek Mall Subdivision.

The access agreement including the aforementioned easements and rights are recorded in the public records of Osceola County, FL, OR Book 1660, Page 1472, and as first amended, OR Book 3156, Page 315.

Future development adjacent to roadways shall meet the Streetscape Zone requirements in the FBC of the City of Kissimmee LDC.

2.15 Parking

The project parking requirements shall be met by the City of Kissimmee LDC. Figure 3-11 provides a graphical depiction of the existing parking. Section 4.0 Table 4-1 provides a breakdown of the required parking. The provided parking spaces incorporates the shared parking agreement between lots 1, 2, 3 and 4.

A summary of the calculation as presented in Table 4-1 is as follows:

Required Parking Spaces

Total-Entirety (Lots 1,2,3 & 4):	572
Standard Spaces	557
ADA Accessible Spaces:	15

Provided Parking Spaces

Total-Entirety (Lots 1,2,3 & 4):	661
Standard Spaces:	639
ADA Accessible Spaces:	22

Future parking design criteria and standards shall meet the minimums as established herein together with the City of Kissimmee LDC.

2.16 Signage

Project signage will adhere to the LDC. A separate building permit will be required prior to installation.

2.17 Phasing

Any additional development and/or redevelopment of the project shall be considered a future phase which may be accomplished in any given sequence or combination of future phases. Conceptual phasing has been noted on Figure 3-5, in Section 3. If adequate parking is not provided with subsequent additional uses or if there is inadequate infrastructure to support a future, improvements must be completed for a phase prior to commencing or combining another phase.

2.18 Future Developments

The PMUD design standards and uses contained herein will govern all future developments within the MPUD boundary without expiration. The Planned Unit Development (PUD) Conceptual Plan shall not expire; however, should amendments to the Land Development Code and other applicable City Ordinances, be made that impact the conceptual plan, a Plan amendment per 14-3-28.G shall be required. Should the PMUD be silent to a specific development topic, standards shall refer and adhere to the LDC, and other applicable City Ordinances, except as may be modified by an PMUD amendment approved by the City Commission.

SECTION 3 – FIGURES

SECTION 4 – TABLES

Table 4-1: Parking Requirement Calculation

Use	Units (SF)	Requirement per LDC 14-2-78 Use (Table 4-3)	Total Spaces Required	Less ADA Spaces	Subtotal
LOT 1 – Outparcel Retail (CVS)	12,233	1 PS / 200 SF	62	3	59
LOT 2 – Outparcel (Bank)	3,575	1 PS / 300 SF	12	1	11
LOT 3 – Shopping Center	10,000	1 PS / 225 SF	45	2	43
LOT 4 – Shopping Center	101,848	1 PS / 225 SF	453	9	444
Totals			572	15	557

Total Required Parking*:

572 Total Spaces Required

15 ADA Spaces Required

(572 – 15) = 557 Standard Spaces Required

Total Provided Parking*:

661 Total Spaces Provided

22 ADA Spaces Provided

(661 – 22) = 639 Standard Spaces Provided

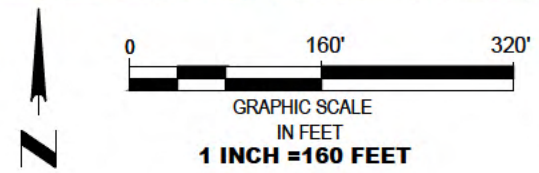
*Outdoor Event Area, approximately 20,880 sq. ft., will be sharing and using parking spaces on Lots 1-4 from the existing shopping center and outparcels. A total of 89 excess parking spaces (82 standard spaces and 7 ADA spaces) are provided above the minimum parking requirements that can be used to accommodate activities in the Outdoor Event Area.



Location Map

Mill Creek Mall

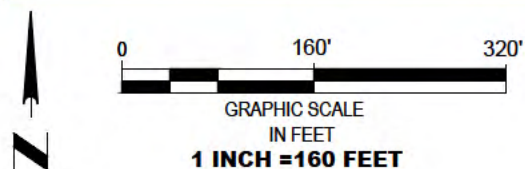
FIGURE 3-1



Aerial Map
Mill Creek Mall

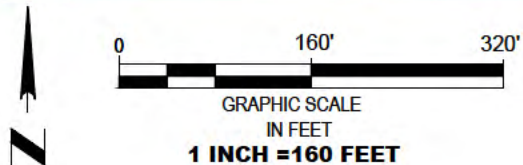


FIGURE 3-2



Future Land Use Map

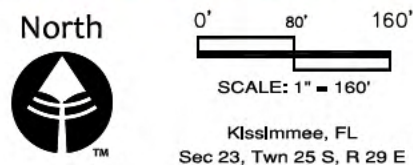
Mill Creek Mall



Zoning Map
Mill Creek Mall



FIGURE 3-4

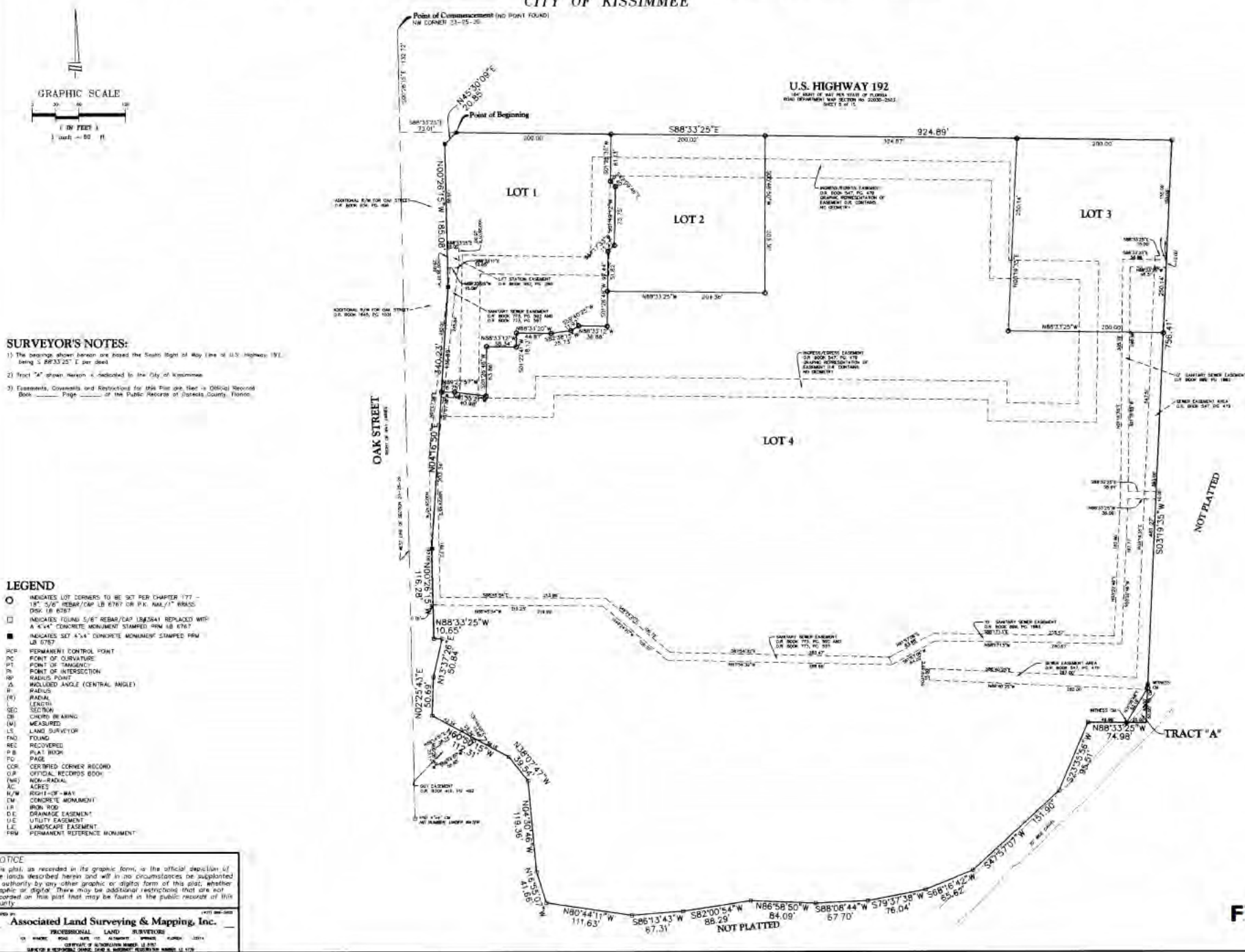


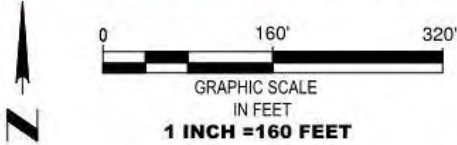
Preliminary Plan

KDA ENGINEERING, INC.
2017 13TH STREET
SAINT CLOUD, FL 34769-4205
866.634.9997
mail@kdaengineering.com

FIGURE 3-5

SECTION 23, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA
CITY OF KISSIMMEE

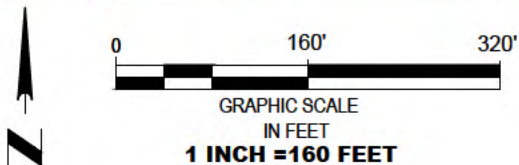




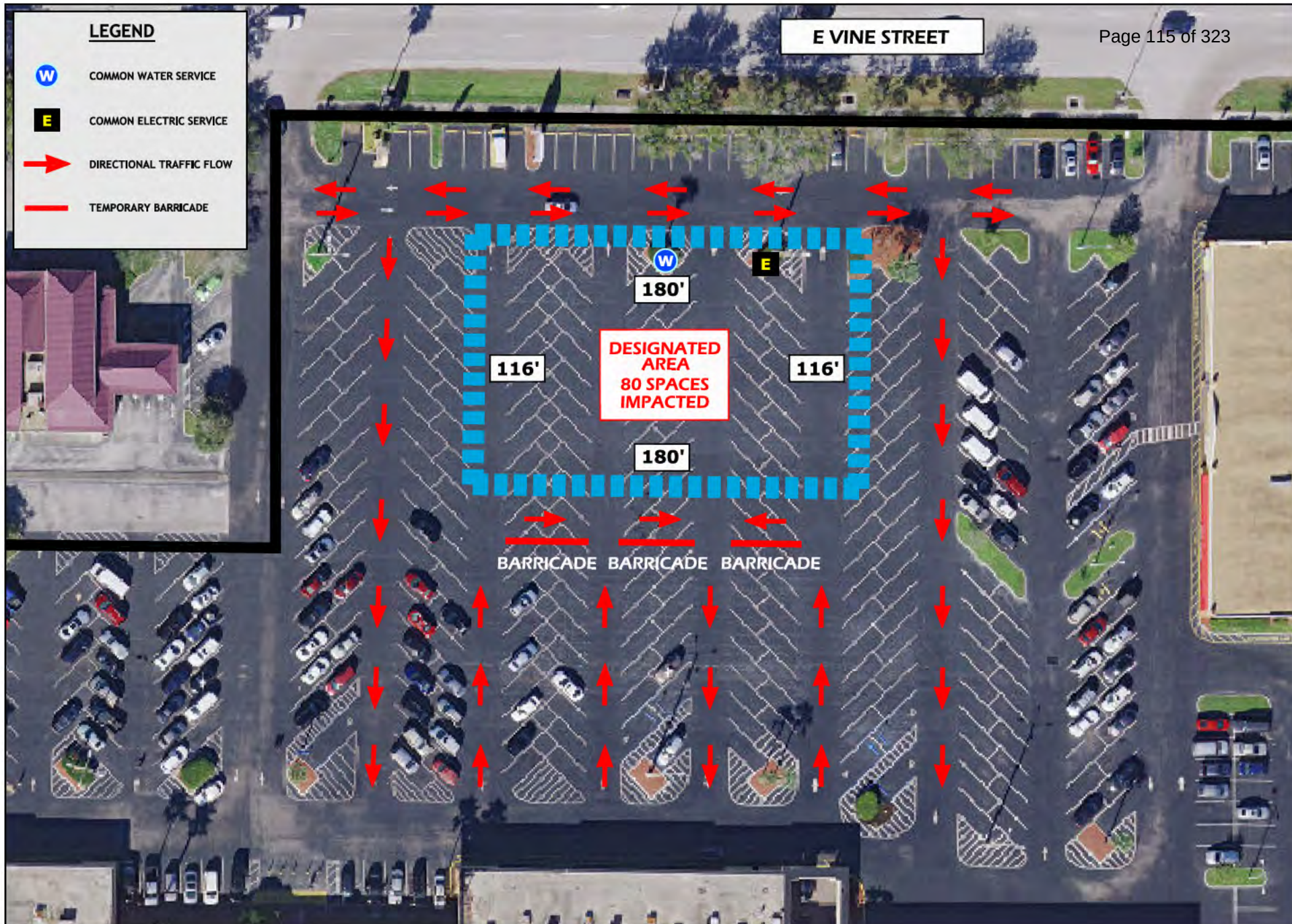
Access Plan
Mill Creek Mall



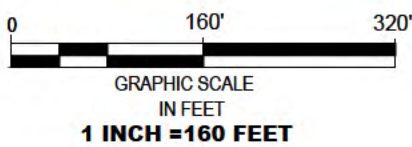
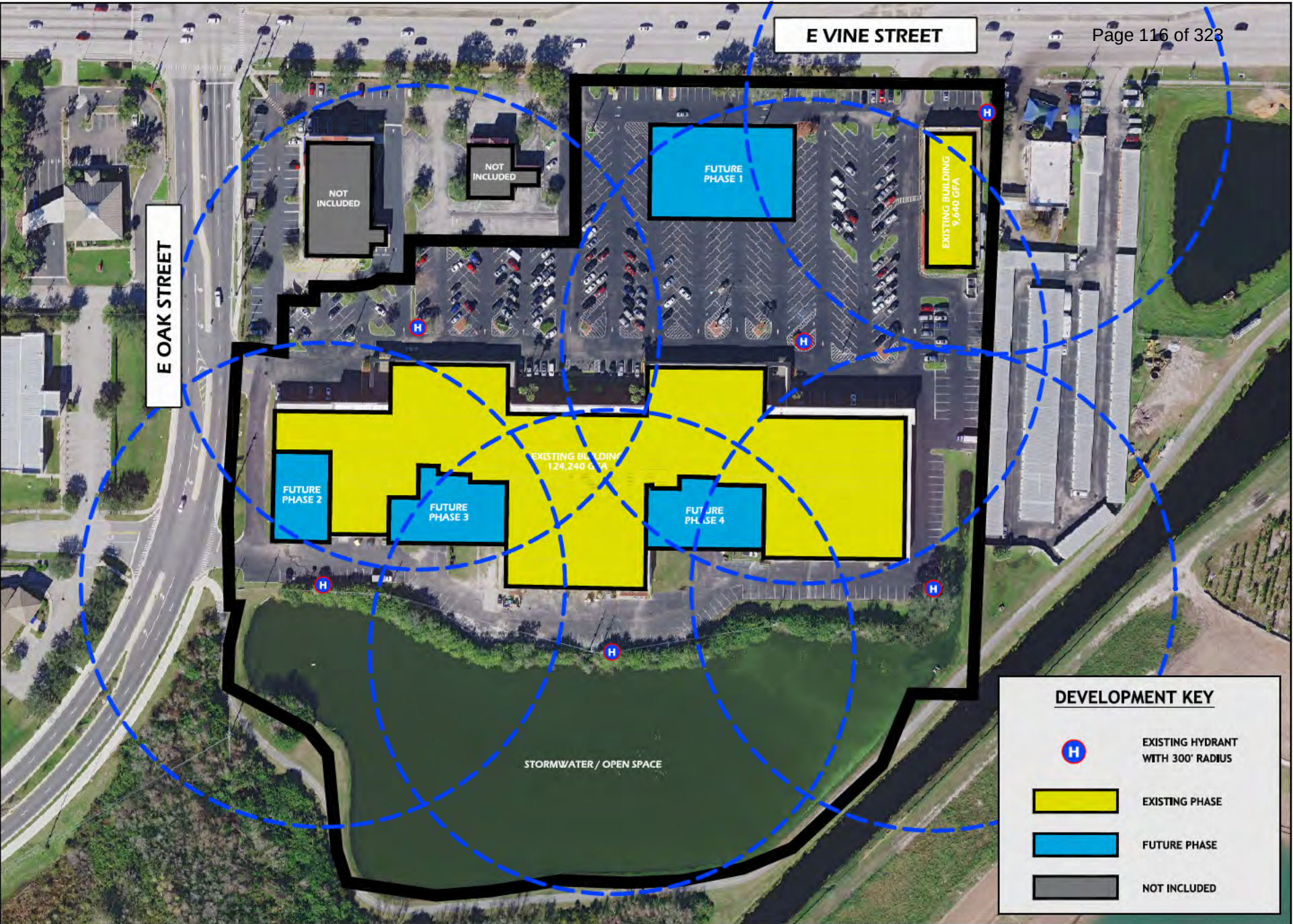
FIGURE 3-7



Special Event Area Plan
Mill Creek Mall



Designated Area Detail Plan
Mill Creek Mall



Fire Hydrant Coverage Map

Mill Creek Mall

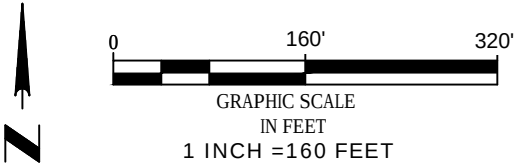


FIGURE 3-10



Aerial Map
Mill Creek Mall

FIGURE 3-2



Parking Aerial Map
Mill Creek Mall

PARKING SUMMARY	
REQUIRED: STANDARD	557 P/S
ADA ACCESSIBLE SPACE	15 P/S
TOTAL	572 P/S
PROVIDED: STANDARD	639 P/S
ADA ACCESSIBLE SPACE	22 P/S
TOTAL	661 P/S



FIGURE 3-11

Mill Creek Mall, DRC#20-00076
 Zoning Map Amendment
 South of E. Vine St., East of E. Oak St., North of Lawrence Silas Blvd. &
 West of Denn John Lane
 23-25-29-1709-0001-0030 & 23-25-29-1709-0001-0040
 Site Data Tables

Site Data	
Size	17.45 acres
Future Land Use Designation	MU-V (Mixed Use Vine)
Proposed Future Land Use Designation	N/A
Zoning District Designation	HC (Highway Commercial)*
Proposed Zoning District Designation	MUPUD (Mixed Use Planned Unit Development)
Existing Overlay District	Vine Street Form Based Code
Existing Use(s)	Multi-Tenant Commercial
Proposed Use(s)	Commercial, Residential, Institutional, Outdoor Sales (Mobile Food Vendors), Seasonal Sales/Special Events
Adjacent Land Use	
North	MU-V (Mixed Use Vine) – City
South	CONS (Conservation) – City & (Employment Center) - County
East	MU-V (Mixed Use Vine) – City & - (Employment Center) - County
West	MU-V (Mixed Use Vine) – City
Adjacent Zoning	
North	T5-U (Mixed Use Urban Corridor) & MUPUD (Mixed Use Planned Unit Development) - City
South	OS (Open Space) – City & (Employment Center) - County
East	MUPUD (Mixed Use Planned Unit Development) – City & (Employment Center) - County
West	T5-U (Mixed Use Urban Corridor) & MUPUD (Mixed Use Planned Unit Development)- City
Future Land Use & Zoning History	20-076 – Rezoning (HC* to MUPUD)
Past/Current Project Tracking	19-0163 – True Work of Art (Mural) 02-0082 – Conditional Use (Farmer's Market & Car Show) BOA#02-002 – (Parking Variance) 99-0001 – Conditional Use (Recycling Collection Container) 98-0108 – Conditional Use (Farmer's Market)

*Highway Commercial (HC) Zoning at the time of submittal prior to adoption of new Land Development Code

(LDC) with Form Based Code (FBC) standards for properties in the Vine St. Overlay. Current Zoning Map reflects T5-U (Mixed Use Urban Corridor) Transect Zoning District.

Comprehensive Plan Summary

Policy 1.2.9.3, MU-Vine (Vine Street Overlay District): This district is intended to transform existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and villages connected to downtown and other community focal points. This vision is predicated on implementing the City's adopted multimodal transportation strategy, which for the Vine Street Corridor Community Redevelopment Agency Area promotes walking, biking, shorter auto trips, and the provision of various forms of transit. This vision is focused on several community design and economic development goals, including:

- Compact, high density, mixed-use urban-style development patterns that promote walkable, pedestrian-friendly public spaces;
- Diverse housing options, retail and light industrial/flex office space and professional offices;
- Enhanced mobility for pedestrians, bicyclists, automobile drivers, and transit riders through improved street network and multimodal connectivity;
- Strong urban design technique and streetscape features focused on the principles of placemaking and livability;
- Development pattern in support of premium transit service (i.e. bus rapid transit, bus circulators and connections to commuter rail) through a strong mixture of land uses and densities; and
- Series of cohesive, unique villages and neighborhoods transitioning to neighborhoods and districts adjacent to development, instead of a linear, auto dominated corridor.

The MU-V future land use category shall be composed of an overall mix of 50 percent residential uses and 50 percent non-residential uses. The maximum development density and intensity that may be applied at the project level shall be 40 du/ac and up to 6.0 FAR, and shall be implemented through the adopted Vine Street Community Redevelopment Agency Master Plan.

Potential Zoning Districts	T6 (Waterfront)
	T5-M (Mixed Use Center)
	T5-U (Mixed Use Urban Corridor)
	T4-O (Neighborhood Open)
	T4-R (Neighborhood Restricted)
	T3 (Edge)
	T1 (Natural)
	SD (Special District)
	Civic Open Space
	MUPUD (Mixed Use Planned Unit Development)

Zoning District Standards – District Summary

Land Development Code Section 14-4-8(D), MUPUD (Mixed Use Planned Unit Development) Intent: This district is intended to permit land under unified control to be planned and developed for a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of site design

flexibility by removing some of the restrictions of conventional zoning.

This district is intended for use in suitable areas which have been assigned any of the Comprehensive Plan future land use designations other than the Mobile Home Medium Density Residential (MH-MDR) designation. The uses, density and intensity allowed in this district shall be consistent with the future land use designation.

Zoning Comparisons

	<i>Existing Zoning</i>	<i>Requested Zoning</i>
Uses/Standards	HC* (Highway Commercial) (Urban General District of Vine St. Overlay)	MUPUD (Mixed Use Planned Unit Development)
Maximum Density	40 units per acre	Min. 6 units per acre Max. 40 units per acre
Maximum Height	8 stories (Mixed Use – Urban General of Vine St. Overlay)	T5-U standards
Setbacks		
Front	5ft. (Mixed Use – Urban General of Vine St. Overlay)	10-20ft. (T5-U Standard)
Rear	15ft.	5ft. (an additional setback of 10ft. for every story above 4 floors) (T5-U Standard)
Side	15ft. 25ft. (street side)	10-35ft.(street side) 0-80ft. (internal side)

Public Facilities Analysis

Transportation	
Adjacent street	E. Vine Street & Cypress Lane
Street Quality of Service (QOS)	Adjacent Street is under City & FDOT jurisdictions.
Sanitary Sewer	
Is volume less than 98% capacity?	Yes – Compliance
Potable Water	
Is volume less than 98% capacity?	Yes – Compliance
Is water pressure at least 40lbs per square inch?	Yes – Compliance
Solid Waste	

Is volume less than 5.1lbs per person per calendar day?	Yes – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	Yes – Compliance
Is urban open space area at least 2 acres per 1,000 population?	Yes – Compliance
Is total recreation area at least 4 acres per 1,000 population?	Yes – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	Yes – Compliance

PROPOSED ORDINANCE NO. 21-11
ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3034
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. 3034
KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY
AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3034, known as the City of Kissimmee Land Development
Code, is hereby amended so as to rezone the following described property to-wit:

FROM: HC (Highway Commercial) – City

TO: PMUD (Planned Mixed Use Development) – City

The subject property is located at: Parcel ID# 23-25-29-1709-0001-0030 & 23-25-29-
1709-0001-0040

Legal Description:

MILL CREEK MALL PB 11 PG 104-105 LOT 3

Together with Parcel 2:

MILL CREEK MALL PB 11 PG 104-105 LOT 4

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. 3034 as heretofore amended shall remain in full force and effect.

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

Commissioner _____ moved the passage and adoption of the above
and foregoing Ordinance. Motion was seconded by Commissioner _____

_____ and upon roll call on the motion the vote was as follows:

AYES:

NAYS:

Said motion having been duly carried, thereupon, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the 28th day of September, 2021.

Mayor - Commissioner

ATTEST:

City Clerk



August 10, 2021

Brenda Ryan, AICP
Planning Manager, Development Services
City of Kissimmee
101 Church Street, Suite 110
Kissimmee, FL 34741

**DEPARTMENT OF
COMMUNITY
DEVELOPMENT**

Dave Tomek
Administrator

Brian K. Brown
Deputy Administrator

Susan E. Caswell, AICP
Assistant Administrator

William Grimes
Building Official

Kelly Haddock
Current Planning Director

Jose A. Gomez, P.E.
Development Review
Director

Joseph S. Strickland
Extension Services Director

Robert Mindick
Parks and Public Lands
Director

Kerry Godwin
Planning & Design
Director

Kevin Ostrowski
Sports & Event Facilities
Manager

**Osceola
County**

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741
PH: (407) 742-0200
Fax: (407) 742-0206
www.osceola.org

**RE: Proposed Ordinance 21-10
Highway Commercial (HC) to Mixed Use Planned Unit
Development (MUPUD)**
PID#: 23-25-29-1709-0001-0030 and 23-25-29-1709-0001-0040

Dear Ms. Ryan:

Osceola County staff has reviewed the proposed MUPUD application. There are no objections to the proposed application; however, staff provides the following comments into the record for consideration by the City Council.

1. The site plan shows a potential future roadway connection on the eastern boundary (over the canal). Osceola County Transportation and Transit currently anticipates adding this connection to the 2040 Comprehensive Plan Transportation Map Series as a Framework Street.
2. Once adopted by the County, future coordination with the City of Kissimmee to include this segment on City documents is requested.
3. Permitting for any development in Phase 2-5 will require coordination with Osceola County Transportation and Transit to ensure conformance with the anticipated Framework Street alignment.

Thank you for your time and attention. Please contact me at 407-742-0293, or email at photenie.burnett@osceola.org if you have any questions or concerns.

Sincerely,

Photenie A. Burnett

Photenie A. Burnett, MPA
Senior Planner, Osceola County Planning and Design

Cc: Susan Caswell, Susan.Caswell@osceola.org
Tawny Olore, Tawny.Olore@osceola.org
Cori Carpenter, Cori.Carpenter@osceola.org
Joshua Devries, Joshua.DeVries@osceola.org

Page 126 of 323

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.

PROPOSED ORDINANCE 21-11: AN ORDINANCE AMENDING ORDINANCE NO. 3034 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.

T0: MUPUD (Mixed Use Planned Unit Development) – City

Legal Description:

MILL CREEK MALL PB 11 PG 104-105 LOT 3

Together with Parcel 2:

MILL CREEK MALL PB 11 PG 104-105 LOT 4



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)

In accordance with Florida Statute 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.

**Planning Advisory Board
Commission Chambers
City Hall
Kissimmee, Florida
Wednesday, August 18, 2021
6:00 P.M.**

MEMBERS

Robert Bussiere, Chairman
Jeff Wolff, (Vice Chairman)
Debra Buxton, (Absent)
Robert Spalding
Jackie Espinosa
Fatima Santiago, (Absent)
Diana Marrero-Pinto
Jason Lindsey, (School District), (Absent)

STAFF

Douglas Etheredge, Assistant Director
Brenda Ryan, Planning Manager
David Bridle, Planner II
Patricia Prevost, Planner I
Kalanit Oded, Deputy City Attorney

Chairman Bussiere called the meeting to order at 6:00 p.m.

II Moment of silence and Pledge of Allegiance.

III Minutes

Member Spalding made a motion to approve the minutes of August 4, 2021 Planning Advisory Board Meeting. Seconded by Member Espinosa.

Chairman Bussiere	Aye	Member Espinosa	Aye
Vice Chairman Wolff	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye		

Motion carried 5-0.

IIII OLD BUSINESS

IV NEW BUSINESS

A. Mill Creek Mall, Zoning Map Amendment, DRC#20-00076, Proposed Ordinance #21-11

Planning Manager Ryan stated that this is a request for approval of a Zoning Map Amendment from HC-(Highway Commercial) to MUPUD (Mixed Use Planned Unit Development) to establish use and design standards on 17.45 acres of Land.

Staff recommends approval for the following reasons:

1. Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-4-8(D) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-8(D)(3)(c) as the proposed commercial and residential uses are consistent with the Mixed Use Vine Street Overlay District intent of compact, mixed-use urban-style development patterns that promote walkable, pedestrian-friendly public spaces and retail and light industrial/flex office space and professional offices.
3. Compliance with Policy 1.2.9.3, Mixed Use - Vine Street Overlay District (MU-V) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to transform existing strip-style, highway commercial development with compact, high density, mixed-use urban-style development patterns that can include retail and light industrial/flex office space and professional offices.
4. Compliance with the site design regulations such as density, lot area, setbacks, building separation, height, and other general standards such as internal circulation, access and other conditions as outlined in Section 14-4-8(D)(4).

Staff recommends approval subject to the following 15 conditions:

1. All outdoor and seasonal special events must be conducted within the designated Outdoor Event Area (Figure 3-8). No outdoor and seasonal special events is permitted outside of the Outdoor Event Area.
2. All outdoor and seasonal special events must obtain a valid Business Tax Receipt (BTR) and any applicable building permits prior to any sales occurring outdoors.
3. Outdoor events include mobile food vendors, farmer's market, and car shows.
4. Seasonal special events include all other outdoor sales and special events and is limited to a maximum of sixty (60) calendar days per year.
5. Vehicular sales in association with car shows is prohibited.
6. A Fire Inspection must be completed 24 hours in advance of all outdoor and seasonal sales events.
7. The Outdoor Event Area must be roped off from the existing parking area. Barricades and detour signs must be provided to ensure adequate maintenance of traffic. Particular attention shall be given to traffic flow and control, auto and pedestrian safety.
8. Outdoor storage of vehicles and materials is prohibited.
9. The Outdoor Event Area must be restored and utilized as standard parking spaces when outdoor activities are not occurring. Vehicles and materials associated with outdoor events and seasonal special events must be removed after events.
10. Trash cans or the equivalent shall be placed throughout the Outdoor Event Area. Immediately after each event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the events.

11. Consumption or possession of alcohol during outdoor events shall be prohibited. Consumption or possession of alcohol for seasonal special events must be within cordoned-off areas, sold only by vendors currently licensed to sell alcohol, and shall be patrolled by a city police officer or officers, who shall be paid as a special detail by the promoter of the special event. The number of police officers required at any special event shall be determined by the Kissimmee Police Department based on its evaluation of the security needs of the promoter and the safety of the public.
12. All proposed new uses must meet the City's Site Plan and other development review criteria and approvals to ensure adequate site improvements can accommodate new uses.
13. Any proposed public schools require Site Plan and minor Construction Plan review and approval.
14. If adequate parking or infrastructure improvements for additional uses and phases is not provided, these improvements must be completed prior to commencing uses or phases.
15. Failure to obtain proper permits, inspections, and conditions of approval may result in the forfeiture of future outdoor events. The City reserves the right to limit, alter, or deny outdoor events that adversely impact neighboring businesses or residents, impose a safety hazard, creates noise disturbance not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services.

Adriannis Suarez, KPM Franklin, 1012 W. Emmett St, Kissimmee, FL representing the applicant stated that there was a discussion with Planning Manager Ryan regarding having Condition 12 removed or modified.

Ms. Suarez asked if the Board would consider removing Condition 12.

Alicia Kelly, Schoolfield Properties representing Mill Creek Mall stated Condition #12 is redundant and would like the condition removed.

Vice Chairman Wolff stated what Staff would need to work out with the applicant regarding Condition #12 before it goes to City Commission.

Planning Manager Ryan stated that Staff is willing to work with the applicant regarding condition 12 before this request move forward to City Commission.

Member Espinosa is the applicant looking to establish food trucks permanently onsite.

Ms. Kelly stated that it would be something that they would like to do in the future.

Member Espinosa expressed concerns regarding the uses such as: special events & food trucks; she stated there should be more clarity given by Staff as to the proper requirements, restrictions and the specifics outlined for those uses related to this request.

Planning Manager Ryan stated that Condition #3 outlines what those outdoor events will consist of; as of right now there is currently no limitations on the maximum number of days for those activities; however there is a set time in accordance with the City's noise ordinance.

Ms. Suarez stated that the food trucks onsite would only take up a parking space and would not impede on any of the entry access points leaving that open for emergency access.

Member Marrero-Pinto wanted clarification on if the food trucks would be allowed onsite 7 days a week.

Ms. Kelly stated that there is a possibility that it could be as they are trying to establish this on a semi-permanent basis.

Member Marrero-Pinto stated that the City should not make light of that there are small businesses downtown that are restaurants that pay taxes consisting of nearly 30 small restaurants that would be effected directly by bringing food trucks so close to downtown.

Member Marrero-Pinto also stated that 7 days a week is too long and this should be reconsidered before making a decision on this request.

Robert Spalding made a motion to approve and the motion died.

The Board had a discussion with Staff.

Chairman Bussiere stated that he would have preferred that there was some different language with more specifics and clarity for this request.

Vice Chairman Wolff asked for clarification of Section 14-4-8(D)(4) as outlined in the Code.

Planning Manager Ryan stated that this section of the Code is Mixed Use Zoning standards to establish a Mixed Use Planned Unit Development.

Vice Chairman Wolff made a motion to approve and the motion died.

The Board had a discussion with Staff regarding Condition #12.

Vice Chairman Wolff made a motion for approval subject to 15 conditions removing condition 12. Seconded by Member Spalding.

- 1. All outdoor and seasonal special events must be conducted within the designated Outdoor Event Area (Figure 3-8). No outdoor and seasonal special events is permitted outside of the Outdoor Event Area.**

2. All outdoor and seasonal special events must obtain a valid Business Tax Receipt (BTR) and any applicable building permits prior to any sales occurring outdoors.
3. Outdoor events include mobile food vendors, farmer's market, and car shows.
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12. Any proposed public schools require Site Plan and minor Construction Plan review and approval.
13. If adequate parking or infrastructure improvements for additional uses and phases is not provided, these improvements must be completed prior to commencing uses or phase.
14. Failure to obtain proper permits, inspections, and conditions of approval may result in the forfeiture of future outdoor events. The City reserves the right to limit, alter, or deny outdoor events that adversely impact neighboring businesses or residents, impose a safety hazard, creates noise disturbance not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services.

Chairman Bussiere
Vice Chairman Wolff

Aye
Aye

Member Espinosa
Member Marrero-Pinto

Nay
Aye

Member Spalding

Aye

Motion carried 4-1.

VI Discussion

Vice Chairman Wolff asked about sprinklers and the number of requests coming to P.A.B.

Member Espinosa asked if a Board Member could request an item come back to P.A.B.

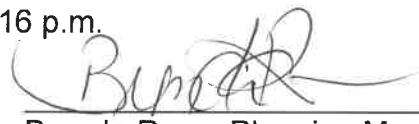
VII HEARING CHAIRMAN AND BOARD MEMBERS

VIII ADJOURN

The Board adjourned the meeting at 7:16 p.m.



Chairman Bussiere, Chairman
Planning Advisory Board



Brenda Ryan, Planning Manager
Development Services Dept.

In accordance with Florida Statute 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 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 at (407) 518-2309 prior to the meeting.



PUD Zoning/Preliminary Plan-Second Review
Mill Creek Mall
Project Rep: Adriannis Suarez

DEVELOPMENT REVIEW COMMITTEE–March 2, 2021

DEPARTMENT REPRESENTATIVES:

AVIATION: 407-518-2516
Ramon Senoras

POLICE: 407-518-3227
Erika Castellucci
Jack Flanary

BUILDING DIVISION: 407-518-2120
Juan F. Hernandez
Juan C. Hernandez
Elisabeth Richter-Belote

PLANNING DIVISION: 407-518-2140
Douglas Etheredge
Brenda Ryan
David Bridle

FIRE: 407-518-2202
Chris Alessandri
Mary Creason

PUBLIC WORKS & ENGINEERING: 407-518-2170
Ryan Birks-Kilman
Jody Kirkendall (Sanitation) - 407-518-2651

PARKS & RECREATION: 407-518-2501
Steve Lackey
Kaia Greene

ADDITIONAL AGENCY REPRESENTATIVES:

**FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT):**
407-858-5900

OSCEOLA COUNTY SCHOOLS:
Rhonda Blake – 407-518-2964
Jason Lindsey – 407-518-2964

**KISSIMMEE UTILITY AUTHORITY
(KUA):**
Matt Maassen – 407-933-7777

PUBLIC SAFETY, 911 ADMINISTRATION:
Inez Padilla – 407-742-5911

OSCEOLA COUNTY HEALTH:
Jeffrey Smith – 407-742-8606

TOHO WATER AUTHORITY:
Kevin Anthony – 407-944-5000
Elizabeth George - 407-944-5000
Lauren Shields – 407-944-5000

OSCEOLA COUNTY PLANNING:
407-742-0200

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT (SFWMD):**
Mark Daron – 407-858-6100

DEVELOPMENT REVIEW COMMITTEE COMMENTS

To help ensure that comments have been addressed and to determine where and how they have been addressed, please provide written responses to each of the following comments.

AVIATION

Compliance-No Comments

BUILDING DIVISION

Compliance-No Comments

FIRE

Revise/Resubmit-Comments

1. Clarify time frame for all events.
2. Application packet shows Food Truck and Seasonal sales for same day and time

KISSIMMEE UTILITY AUTHORITY

Compliance-Comments

1. The owner/developer is responsible for providing the KUA Engineering Department with preliminary plat plans, geometric site plans (AutoCAD and pdf), commercial load sheets, and riser diagrams in order to determine the project's electrical requirements. Submissions can be made to engineering@kua.com.
2. The owner/developer is responsible for all electric primary & secondary underground conduits. All conduit installed under pavement must be 42" from top of conduit to final pavement grade. Each end of the conduit must extend at least 5 feet past pavement edge.
3. A 10 ft. utility easement is required for the conduit route throughout the property. A 10 ft. road side easement along the outer perimeter of the said property is also required.
4. Per LDC 14-8-23A(9), no tree, except a small understory tree with a maximum mature height of 20 feet, may be planted within 10 lateral feet of any overhead utility lines. No large canopy tree may be planted within 20 lateral feet of any overhead primary line or KUA street light pole.
5. All signage shall have a 10 foot vertical and lateral separation from all overhead utility lines and poles.
6. All trees must be at least 20 lateral feet from any proposed KUA site lighting. KUA's site lighting options can be viewed at www.kua.com.
7. It is the responsibility of the owner/developer to provide sufficient surveying to establish property corners, building footprint, curbing edges, and related GPS/survey coordinates to verify proper location of future electric infrastructure. The owner/developer is responsible for all KUA relocations that arise to improper surveying information being provided in the field.

8. The owner/developer shall establish final grade within a 10 ft. radius of KUA's proposed electric infrastructure location so that all conduit is installed at the proper depth and that pad-mounted equipment is set at the proper final grade.
9. Before KUA moves forward with installing any electric infrastructure for this project, it is the responsibility of the developer to (1) provide a recorded final plat with utility easements; (2) provide an easement deed for all utility easements that were not recorded on the plat; (3) sign and pay the line extension contract; and (4) provide all surveying to verify that the conduit is at the proper location and depth.

OSCEOLA COUNTY PLANNING DEPARTMENT

Compliance—No Comments

OSCEOLA COUNTY SCHOOL BOARD

No Impact on Public Schools

PARKS & RECREATION

Compliance—No Comments

PLANNING DIVISION

Date: 02/22/2021

Project Name: DRC 20-00076 Mill Creek Mall PUD Rezoning, 2nd Review

Planning Division: Brenda Ryan

Recommendation:

Revise and Resubmit

Mixed Use Planned Unit Development

1. This Mixed Use Planned Unit Development (MUPUD) does not meet the minimum 25 acre requirement. 14-2-52(D)(1)(a)(1-3). This proposed PMUD is 17.45 acres. The City Commission, after review by the Planning Advisory Board (PAB), may reduce the requirement to a minimum of five acres.
 - a) All residential units are individually owned through condominium or fee simple ownership. This was not included in the revised narrative.

Uses

2. The proposed uses should provide a median consistency between what was in the Vine St. Overlay Highway Commercial (HC) Zoning and the Form Based Code (FBC) Mixed Use Urban Corridor (T-5U).
 - a) Please revise or update the following uses:

- i) List Leasing service establishments as a Conditional Use. There are no enhanced design standards or possible future location identified to consider impacts.
 - 1. What is the difference between leasing service establishments and motor vehicle leasing?
- ii) Sales or leasing of mopeds, scooters, neighborhood electric vehicles (NEVs), All Terrain Vehicles (ATVs), Utility Terrain Vehicles (UTVs) and/or other personal/recreational vehicles
 - 1. Add that bay openings must be oriented away from adjacent streets and ROW.
- iii) List Bus depots as a Prohibited Use.
- iv) List Taxi stations as a Prohibited Use.
- v) List Institutional care facilities as a Prohibited Use.
- vi) List Drive-through facilities in conjunction with a permitted use as a Conditional Use. The design standards are consistent with the FBC design standards; there are no enhanced standards or future possible location to consider impacts.
- vii) Commercial off-street parking lots and garages is listed as a Conditional Use, however, a parking garage is proposed as part of a future phase. The CU may be required to address parking deficits and uses may be limited and/or prohibit uses until CU has been submitted and approved to sufficiently address parking deficits.
- viii) List Public and private schools as a Conditional Use; the design standards are consistent with the FBC civic building design standards; there are no enhanced standards or future possible location to consider impacts. This use could also create conflicts with alcohol sales.
- ix) List Private outdoor amusement, entertainment, and/or recreational establishments as a Prohibited Uses. This use conflicts with the other multiple outdoor activities.
- x) List Gasoline service stations as a Conditional Use. The design standards are consistent with the FBC gas service station design standards; there are no enhanced standards or future possible location to consider impacts.
- xi) Remove Communication service establishments. A Verizon Store is a retail use which is already permitted.
- xii) List Churches as a Conditional Use. There are no enhanced standards or future possible location to consider impacts. This use could also create conflicts with alcohol sales.
- xiii) List Light manufacturing as a Prohibited Use.
- xiv) Remove Construction office only use. This is deemed an office which is already permitted.
- xv) Remove standards for indoor gun range which is listed as a Conditional Use. Further discussion needed.
- xvi) List uses allowed as a permitted use when conducted wholly or partly outdoors as a Conditional Use.

3. Clarify pawn shops as a Conditional Use that must be consistent with Chapter 5-7, Pawnbrokers; Secondhand Dealers requirements in the LDC. Currently, no further pawn shops may be permitted within the City based on the Chapter 5-7 requirements.
4. The Seasonal Sales (2.13) and Food Trucks (2.14) have proposed days and times (Sunday through Saturday, 8am-10pm) that overlap with the Farmer's Market and Car Show days and times in the Designated Area. In addition, Outdoor Sales and Special Events (2.15) and Outdoor Retail and Outdoor Dining (2.16) can also occur in the Designated Area at any time "in whole or in part" for up to sixty (60) calendar days which is double the maximum.
 - a) Establish management standards so that multiple events cannot occur at the same time. Create detailed Designated Area Site Plans for any multiple outdoor events for consideration. The BOA variance (BOA#02-002) for the Farmer's Market and Car Show prohibits these 2 events from occurring at the same time. The PUD Rezoning cannot deviate from the BOA approval.
 - b) The Farmer's Market and Car Show was limited to one day of the week (Friday 8am-4pm and Wednesday 5pm-8pm, respectively) with the BOA#02-002 approval and cannot be expanded to occur on any other days or time. Revise the days and time consistent with the previous approval.
 - c) Include the BOA condition to the Farmer's Market and Car Show that should the occupancy of the shopping center become as such that the parking is needed, then Staff has the authority to contact the applicant and withdraw any approvals.
 - d) Will other types of individual Special Events still occur outside of the Designated Area? How will these activities be managed with the additional uses and other outdoor activities?
 - e) Revise 2.15 (2) and remove reference to Special Events that are permanent in nature shall not have any duration limitations. All Special Events shall have a maximum calendar days per year and no individual Special Event applications can be requested for additional calendar days per year beyond the maximum established in this MUPUD.
 - f) Revise 2.16 (2) and remove reference to Outdoor Sales that are permanent in nature and shall not have any duration limitations. All Outdoor Sales shall have a maximum calendar days per year and no individual Special Event applications can be requested for additional calendar days per year beyond the maximum established in this MUPUD.
 - g) There is no maximum calendar days per year established for Seasonal Sales (2.13) which substantially exceeds the LDC standard for Holiday Related Outdoor Sales.
 - h) There are no standards established for Outdoor Sales. This is confusing with the separate Outdoor Retail section. Will this defer to the LDC?
 - i) Outdoor Retail (Sales) and Outdoor Dining (2.16) refers to Figure 3-16 that depicts Outdoor Display that substantially exceeds the LDC standard maximum of 40% of the total lineal footage of the side of the building.
 - i) There are standards on the Figure that are not included in the PUD.

- j) Outdoor Dining provides the same standards as the LDC.
- 5. Remove references to “permanent in nature” from all uses proposed to occur in the Designated Area if the structures will not be remaining there at all times.
- 6. Remove reference to any and all determinations that standards established in the MUPUD have been met, satisfied, or are compliant within the MUPUD. Temporary activities that do not include permanent structures or infrastructure may not require PUD Site Plan or construction plan review, but are subject to the standards established in the MUPUD and the LDC that are at the discretion of the City to regulate. When reviewing the application for a Zoning Map amendment to PUD and associated Conceptual Plan, or an amendment to an approved PUD, the approving authority shall make a finding that the following criteria has been met:
 - a) Unified Development: All lots within the development shall be linked with driveways and a pedestrian network and will have other unifying features, such as a unified signage plan, landscape plan, architectural features, and the like (all of which are designed to promote a unified, park-like environment).
 - b) Compatibility: The location and arrangement of uses and buildings, roads, driveways, parking areas, pedestrian ways, and other features shall be compatible with surrounding land uses.
 - c) Impact on Historical and Archaeological Resources: Development of the proposed use shall not have a substantial adverse effect on a known archaeological, historical or archaeological resource located on or off the parcel proposed for development.
 - d) Traffic: The proposed development shall be planned such that the traffic generated can be easily accommodated without causing excessive volumes of traffic, particularly on residential streets.
 - e) Landscaping: All parts of the site not used for buildings, roads, driveways, parking, and other structures shall be suitably landscaped with vegetative materials. (LDC 14-3-28C)

Development Standards

- 7. Some of the proposed development standards do not meet the intent of the surrounding Mixed Use Urban Corridor (T-5U) or the Vine St. Overlay standards. The proposed development standards should provide median consistency.
 - a) A maximum setback of 10ft. and an additional setback of 10ft. for every story above 4 floors was not included
 - b) Establish a 5ft. rear setback with no minimum or maximum. A minimum and maximum is still included.
 - c) For ground floor ceiling height, a maximum of 14 feet was added but the measurement from finished floor to finished ceiling was not included.
- 8. Section 2.18 – Building Design: Clarify and shorten to state with the exception of existing buildings and standards in the MUPUD, architectural requirements will adhere to the LDC.

9. Section 2.4, Development Standards, Open Space: Under Note #3, the entire 5.57 acre stormwater pond is being credited toward open space. Lakes or other waterways, including retention and detention ponds, may account for up to one quarter (1/4) of the open space requirement, provided they are designed as amenities (e.g., with meandering banks, decreased slopes, docks, gazebos, park benches, pathways and similar features). 14-10-10C

Parking & Roadways

10. The site currently applies several reduced and shared off-site parking standards and mechanisms for the on-site parking deficit for the existing uses. Those standards and arrangements include:
 - a) Shopping center parking ratio;
 - b) Additional off-site parking on Lots 1 and 2, and
 - c) The BOA parking reduction for the Farmer's Market and Car Show events. This PUD Rezoning proposes another reduction mechanism (cooperative parking matrix) to accommodate the additional uses by utilizing the LDC's cooperative parking. An additional parking reduction for the new additional uses cannot be supported by this PUD rezoning without a detailed parking analysis.
11. The Farmer's Market (2.11) and Car Show (2.12) BOA variance (BOA#02-002) granted a reduction of 65 parking spaces which was also included as a condition for the CU approval (DRC#02-082) for the Farmer's Market and Car Show. But the proposed Designated Area is larger and will displace 80 parking spaces. Revise Sections 2.11 and 2.12 and Figures 3-10 and 3-11 to state the Designated Area will displace a maximum of 65 parking spaces and revise the figures to reflect a reduced Designated Area with 65 displaced parking spaces consistent with BOA#02-002 and DRC#02-082.

General Comments

12. Provide a Word document of the narrative to provide an underline/strikethrough mark-up of excessive, repetitive language that is still included in the PUD.
13. Section 2.1- General Conformance & Applicability: Remove or shorten to state PMUD standards will apply and that any criteria not stated will refer to the LDC.
14. Section 2.2 – Proposed Site Description: Remove language that permits minor deviations to the Preliminary Plan. The Preliminary Plan does not include a sufficient amount of detail to permit deviations and the Designated Area Plans for the outdoor activities are intended to be established and arranged as exactly depicted. Major and Minor Changes to a MUPUD Conceptual Plan must defer to standards in the LDC. (14-3-28G)
15. Section 2.19 – Transportation: Shorten and remove language about modifying cross-access and blanket easement for existing and future development. If the language is included in existing easements, it is not needed in the MUPUD. Modifications will be subject to subsequent City reviews and is not needed in the MUPUD.
16. Section 2.21 – Signage: Shorten to state signs will adhere to the LDC or provide a sign package with design criteria with this PMUD.

17. Section 2.22 – Phases: If adequate parking is not provided with subsequent additional uses or if there is inadequate infrastructure to support a future, improvements must be completed for a phase prior to commencing or combining another phase.

POLICE

Compliance-No Comments

PUBLIC SAFETY/911

Compliance-No Comments

PUBLIC WORKS & ENGINEERING

Compliance with Conditions-Comments

Public Works: Ryan Kilman

Advisory Comments:

- Please note: Any subdivision of lots will require preliminary and/or final plat review and approval.
- New lots shall front on City standard streets, in accordance with LDC §14-10-2(B), and City standard streets shall be designed conformance with LDC §14-7-1 and Florida Greenbook Standards.
- Portions of this development lie within a Special Flood Hazard area (SFHA). All provisions of LDC §14-9-1 shall be considered, including the requirement for a formal review and approval of Conditional Letter of Map Revision (CLOMR).
- Additional comments will be provided with preliminary plat, final plat, and PUD site plan review.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

No Comments Received

TOHO WATER AUTHORITY

No Comments Received-Comments may be forthcoming



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: MILL CREEK MALL DRC# 20-00076

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: Adriannis Suarez Date: 07/22/2021

Agent Name (Print): Adriannis Suarez

Property Owner Signature: Shuan Rosmus Date: 07/22/2021

Property Owner Name (Print): Mill Creek LLP

**NOTE: THE PURPOSE OF THE REVISED APPLICATION IS TO UPDATE THE
SIGNATURE FOR THE AUTHORIZED OWNER REPRESENTATIVE**



CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW



PROJECT

Name of Project: MILL CREEK MALL

Location (Address if possible): 1312 E Vine street, Kissimmee, FL 34744

Parcel ID#: 23-25-29-1709-0001-0030; 23-25-29-1709-0001-0040

APPLICANT

Name: Mill Creek LLP

Firm: C/O Schoolfield Properties, INC.

Address: 101 Park place Blvd, Suite 3, Kissimmee, FL 34741

Phone: (407) 847 3099

E-Mail: sheran@schoolfieldproperties.com

AGENT (Contact Person)

Name: Adriannis Suarez

Firm: KPM Franklin

Address: 1012 W Emmett street, Kissimmee, FL 34741

Phone: (407) 846 1216

E-Mail: asuarez@kpmfranklin.com

alicia @ schoolfieldproperties.com

OWNER

Name: Mill Creek LLP

Firm: C/O Schoolfield Properties, INC.

Address: 101 Park place Blvd, Suite 3, Kissimmee, FL 34741

Phone: (407) 847 3099

E-Mail: sheran@schoolfieldproperties.com

alicia @ schoolfieldproperties.com

LEGAL DESCRIPTION/LOCATION

Please see exhibit "A" attached hereto

Southeast corner of the intersection of E Vine street (us 192-441) and Oak street.

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a CD containing PDF(s) of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

FOR OFFICE USE ONLY			
REQUEST _____	FEE COLLECTED _____		
DATE _____	REC'D BY _____	DRC # _____	DRC DATE _____
SUFFICIENCY REVIEW (Y/N) _____		PROJECT MANAGER _____	



CITY OF KISSIMMEE
ZONING MAP AMENDMENT APPLICATION

Project Name: MILL CREEK MALLProperty Location: 1312 E Vine street, Kissimmee, FL 34744Acreage: 17.45Requested zoning district designation: MUPUDTo be rezoned for the following specific use or uses: Please see the enclosed MUPUD narrative.

State the reasons why the proposed zoning map change of the property would be appropriate for the property and also the surrounding areas: The subject PUD request is consistent and compatible with the underlying current future land use of mixed-use - Vine street (MU-V), the comprehensive plan, as well as the character and development patterns of the immediate area and corridor.

Is subject property currently in the City? YES ☒ NO ☐Current zoning designation: Highway Commercial (HC)Is this request in conjunction with an annexation or land use change request? YES ☐ NO ☒If so, what is the **current** land use designation?: NAWhat is the **proposed** land use?: NA

(A Land Use amendment application may be required if a change of land use is also requested.)

Ownership: When was the deed to this property last recorded? Date: 10/13/11; 11/16/11Official Record of Deed Book: 4187; 4199 Page: 1879; 2570What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property? Please see the enclosed MUPUD narrativeSupportive Material Required for All Zoning Requests

Development Report: The City requires the applicant to submit a report to include findings regarding compatibility with the Comprehensive Plan, justification for the proposed amendment, location map of the subject property, and map indicating the Future Land Use and zoning designations for the subject and adjacent properties.

Additional Material Required for All Planned Unit Development Zoning Requests

Preliminary Plan: The City requires the applicant to submit a preliminary plan at an appropriate size scale. The objectives of this requirement are to ensure that the development of the property will occur according to the limitations of housing types, uses, site design, density, building coverage, improvement standards, and construction phasing. See attached preliminary plan checklist for a list of items to be included on the plans.

Ownership and Control: The applicant shall agree to the following:

(a) **Conditions:** To proceed with the proposed development according to the provisions of the Land Development Code, the conditions attached to the rezoning of the property, and the approved preliminary plan.

(b) **Legal Documents:** To provide agreements, contracts, covenants, deed restrictions, or sureties acceptable to the City for completion of the development according to the plans approved at the time of rezoning and for continuing operation and maintenance of such areas, functions and facilities which are not proposed to be operated or maintained at public expense or through a property owner's association.

(c) **City Review:** To bind successors in title to any of the commitments made under the above. All agreements and evidence of unified control shall be examined by City Staff, and no rezoning of land shall be adopted without a certification by the City Attorney that such agreements and evidence on unified control meet the requirements of the Land Development Code. Unified control shall be maintained for each phase until all required infrastructure improvements for the phase are completed or suitably guaranteed.

(d) **Property Owner's or Condominium Association:** The common open space shall be administered by the City or through an association or nonprofit corporation, said organization shall conform to the applicable laws of the State of Florida.

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☐ Owner of the property described herein
☐ Party to an agreement for purchase of this property
☐ An agent for the owner or purchase of this property
☒ Other Registered agent

Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: 07/22/2021

Printed Name: SHERAN RASMUS

Signature: 

Approximate Review Time for a Zoning Map Amendment Request:

Review Type	Progressive Review Time
- Submittal of Application and necessary documents (see DRC schedule for submittal dates. DRC meets every other Tuesday.)	
- Development Review Committee meeting with the applicant * - 2 weeks	2 Weeks
- 14 day notification period for advertisement - 2 weeks	4 Weeks
- Planning Advisory Board meeting - (meets every 1st & 3rd Wednesday of each month)	
- 10 day notification period for advertisement - 10 days	5 ½ Weeks
- City Commission meeting (meets every 1 st & 3 rd Tuesday)	6 Weeks
Approximate Time of Review Total	6 - 8 Weeks *

* Estimations may vary. Dependent upon necessary revisions, resubmittals, required advertisement dates, and any other required documentation.

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a PDF of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**



CITY OF KISSIMMEE PRELIMINARY PLAN CHECKLIST*

Project Name: MILL CREEK MALL

Subject Property Address: 1312 E Vine street, Kissimmee, FL 34744

Subject Property Parcel ID #: 23-25-29-1709-0001-0030; 23-25-29-1709-0001-0040

A zoning map or PUD amendment application will need to accompany this checklist.

Written Information: The following information is required and where appropriate included on required maps:

- x 14-2--50(E)(1)(a) Developer Info: Name, address and phone number of owner, developer and agent.
- x 14-2-50(E)(1)(b) Evidence of Ownership or Control of Property: Material present evidence of ownership or control as required by Section 14-2-50(B).
- x 14-2-50(E)(1)(c) PUD Objectives: A statement describing the objectives and characteristics of the development and indicating intent regarding the future selling or leasing of portions of the development.
- x 14-2-50(E)(1)(d) Use List: A list of proposed land uses and locations on the site where each use would be allowed to occur.
- x 14-2-50(E)(1)(e) Site Development Standards: A detailed list of proposed site development standards and locations of the site where each standard will apply. Standards include, but not limited to max building ht., min. lot width, yd. sizes, residential lot area, residential densities, lot coverage, and the gross floor area of non-residential uses.

PUD DENSITY WORKSHEET

	Required	Proposed
1. Total Project Size (Gross Acreage of Development)		17.45 Acres
2. Total Wetlands Size		0.00 Acres
3. Net Developable Acreage (Line 1 - Line 2)		17.45 Acres
4. Density Rate (Maximum allowed u/a per land use)	_____ Units/Acre	
5. Maximum Net Density (Line 3 X Line 4)	_____ Units	_____ Units
6. Allowable Density Without Bonuses (75% of Line 5)	_____ Units	
7. Units Per Density Bonus (5% of Line 5)	_____ Units	
8. Density Bonus Needed to Get Proposed # of Units (Proposed - Required in Line 6) (Line 7)	_____ Density Bonus Needed**	

**If density bonuses are needed, provide a listing of all density bonuses proposed in accordance with Section 14-2-50(D)(4).

- x 14-2-50(E)(1)(f) Computations: A table of land use distribution showing proposed uses, acreage by land use, and number of units and density of each residential area, the entire project and the gross floor area of non-residential uses.

X 14-2-50(E)(1)(g)Phasing: Statement of the desired phasing, including approximate timing, and rationale of the phasing.

X 14-2-50(E)(1)(h)Concurrency: Proof of concurrency as required in 14-2-174.

Mapping of Existing Features: One or more maps and surveys showing the following for the entire tract at a scale of no less than 1 in. = 100 ft. (except the vicinity map), prepared by the appropriate combination of qualified professionals:

X 14-2-50(E)(2)(a)Vicinity Map: The location of the planned unit development site in relation to existing streets.

X 14-2-50(E)(2)(b)Boundary Survey/Legal Description: Prepared by a surveyor registered in the state.

NA 14-2-50(E)(2)(c)Topographic Survey: Approximate topo defining the character of the land.

X 14-2-50(E)(2)(d)*Land Use Characteristics*: The Comprehensive Plan future land use designations, zoning classifications, and existing land uses for the site and all properties within 100 ft. of property lines and adjacent rights-of-way.

X 14-2-50(E)(2)(e)*Soils*: Hydric soils, as identified by the Soil Survey of Osceola County Area, Florida@ shall be presented.

X 14-2-50(E)(2)(f)*Existing Site Features*: The location of all existing structures, rights-of-way, easements and other natural and man-made features on site and within 100 ft. of the property lines and adjacent rights-of-way.

Mapping of Proposed Features: One or more maps and surveys showing the following for the entire tract at a scale of no less than 1 in. = 100 ft. (except the vicinity map), prepared by the appropriate combination of qualified professionals:

X 14-2-50(E)(3)(a)*Schematic Design*: A schematic representation of proposed land uses (including common open space), conceptual building locations, parking lots, and driveway entrances and exits.

PUD OPEN SPACE REQUIREMENT WORKSHEET

	Required	Proposed
A. Total Project Size (Buildable Acreage of Development)		<u>17.45</u> Acres
B. Total Open Space Required (25% of total in Line A)	<u>[10%]</u> Acres	<u>1.75</u> Acres

Minimum Recreation Area Breakdown (For Multi-Family and Townhouse Only)

C. Active Recreation Area – Whichever is greater (3% of total in Line A) or (150 sq ft of rec area per unit)	<u>0.00</u> Acres	<u>0.00</u> Acres
D. Passive Recreation Area (15% of total in Line A)	<u>0.00</u> Acres	<u>0.00</u> Acres

Maximum Pond Usage Allowed (For Entire Development)

E. Retention Pond Area Used (Max 25% of total in Line B)	<u>0.00</u> Acres	<u>0.00</u> Acres
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X 14-2-50(E)(3)(b)*Streets*: A delineation of proposed roads with the functional classification of streets and

an indication of required off-site street improvements.

X

14-2-50(E)(3)(c)*Drainage*: A schematic depiction of existing and proposed surface water management elements, including wetlands and major detention facilities.

NA

14-2-50(E)(3)(d)*Community Facilities*: The general location and size of any community facility included within the development such as parks, community centers, etc.

X

14-2-50(E)(3)(e)*Phasing*: Any proposed phasing of the project.

TRADITIONAL NEIGHBORHOOD DESIGN SUBDIVISIONS

The following items shall also be included as part of a preliminary plan for TND (Traditional Neighborhood Design) subdivisions:

NA

14-2-53(B)(1)&(4)*Land Use*: A delineation of similar land uses within the same land use category facing across street(s) and dissimilar uses, when adjacent, abutting at rear lot lines. When authorized by the land use classification, each neighborhood may provide areas of mixed use (residential & commercial) buildings, with residential uses generally located on the second floor and above, encouraging the clustering of living, working, recreation, shopping and civic uses by design.

1216

14-2-53(B)(2)*Land Use*: A delineation of required clubhouse or community center and sufficient surrounding open space to form a neighborhood square within 1,000 feet of the geographic center of each neighborhood. Non-residential uses are encouraged to be located within this area where appropriate given the land use classification of the area.

847

14-2-53(B)(3)*Land Use*: A schematic depiction that all neighborhoods are limited in size or shape to allow residents to walk to the neighborhood square in 5 to 10 minutes (generally 1,320 feet or less). Each neighborhood shall be small enough so that at least 95% of the housing units are within 1,320 feet of the neighborhood square.

3099

14-2-53(C)(1)&(2)*Streets & Alleys*: A delineation of all streets and alleys accessing all lots and townhouse lots. Where alleys are provided, a continuous network of alleys to the rear of lots within the development shall be provided. Cul-de-sacs, gated or dead-end streets are not permitted within the development.

NA

14-2-53(C)(3)*Street & Alley Widths*: A schematic depiction of the 24 foot width for all rights-of-way and of the 20 foot width for pavement for all bi-directional alleys. A minimum of 16 feet for rights-of-way and 12 feet for pavement width for one-way alleys.

NA

14-2-53(C)(4)&(5)*Paths*: A schematic depiction of all sidewalks, bicycles, and pedestrian paths connecting between all residences, shopping, employment and recreation within and adjacent to the neighborhood. Sidewalks abutting all residential lots shall be separated from the edge of pavement by a minimum 6 foot wide planting strip and designed to accommodate street trees, street lighting, fire hydrants and other required infrastructure.

NA

14-2-53(C)(6)&(11)*Streets & Alleys*: Delineation of curbing for streets and alleys. Curbing for streets shall be raised Type F style curbs and may be drop curb or shoulder gutter style (i.e. Miami curbs) for alleys. No block shall be more than 480 feet in length without a dedicated alley or pedestrian pathway providing through access.

NA

14-2-53(C)(7)*Street & Alley Lighting*: Location of lighting along all streets within the area between sidewalks and curbs, at intervals no less than 75 feet in length, and compliance with illumination

standards adopted by the City. Street lighting structures shall not exceed 18 feet in height to avoid conflicts with street trees and to provide pedestrian scale lighting. Where sidewalks abut the curb, street lighting structures shall be provided as close to the curb as possible.

NA

14-2-53(C)(8) *Traffic Calming Measures*: Location of traffic circles or streets paved with bricks or pavers.

NA

14-53(C)(9)&(D)(11) *Street Trees*: Delineation of street trees planted in the rights-of-way parallel to the street along all streets at a maximum average spacing of 35 feet on center. Trees shall be planted on both sides of the street within the planting strip between sidewalks and street curbs. The remaining required tree for each lot can be provided in the rear yard.

NA

14-2-53(C)(10)&(D)(9) *Utility/Equipment*: Delineation of mechanical equipment including utility cabinets, transformers and the like, within alley rights-of-way or within easements that are not visible from the street right-of-way. Above grade mechanical equipment shall be fully screened from view through landscaping or alternative visual screening. Heating, air conditioning and ventilation systems shall be screened from the street.

NA

14-2-53(D)(1)&(2) *Lots & Buildings*: A schematic depiction of residential dwelling building setback at a minimum of 5-20 feet from the front lot line. Variation in building setbacks along each block is encouraged. Consistent build-to lines shall be established for non-residential multi-family and mixed use buildings along all streets and public space frontages. This build-to line shall determine the width and ratio of enclosure desired for each street or public space. A minimum percentage build-out at the build-to line shall be established on the plan along all streets and public square frontages.

NA

14-2-53(D)(3)&(4) *Buildings*: Depiction indicating that all buildings have their main entrance opening to a street. Delineation of setbacks for any stoop, colonnade, awning, projecting sign and open-sided porch which could encroach up to 10 feet into the front setback. In no case, such elements shall be setback less than 5 feet from front property line.

NA

14-2-53(D)(5) *Porches*: Location of front porches or patios suitable in size to accommodate seating for the dwelling's occupants for a minimum of 50% of all proposed residential dwelling units.

NA

14-2-53(D)(6) *Garages*: A schematic depiction of garages or carports with openings for vehicles facing the front lot line, at least 20 feet behind the front setback of the principal structure. No more than one-third of the total linear frontage of the front façade of the principal structure shall be comprised of garage door or carport openings. Attached garages or carports within openings facing the side, street side or rear lot line shall be subject to the setbacks established for the principal structures. Detached garages or carports shall be setback at least 10 feet behind the principal structure.

NA

14-2-53(D)(7) *Elevations*: Depiction that all residential dwellings are raised a minimum of 18 inches from finished exterior finished grade.

NA

14-2-53(D)(8) *Building Style*: Depiction of variation of building designs and architectural styles within the project.

NA

14-2-53(D)(10) *Solid Waste*: Location of solid waste, recycling and yard trash containers for non-residential lots, multi-family and mixed use structures to be located in parking areas or in a location remote from the street. Depiction of containers to be screened by a minimum 6-foot high enclosure constructed in materials which are consistent with the adopted architectural style of the development.

NA

14-2-53(E)(1)-(4) *Parking*: A schematic depiction of individual driveways for single family, duplex, triplex and townhouse residential structures for two off-street parking spaces of at least 8 feet by 18 feet in size. Parking lots for non-residential and multi-family structures shall be provided at the ratio outlined in Section 14-2-78(D) and be located behind or to the side of the principal structures which front on a street.

*Procedures and Requirements for Rezoning for RPUD and SRPUD as well as MUPUD with the exception that any phasing plan involving a residential component shall ensure that the proportion of the residential units constructed shall always equal or exceed the proportion of non-residential building sq. ft. constructed if the area with the residential component has been assigned a residential land use classification on the Future Land Use Map of the Comp Plan.

The applicant shall submit 15 copies of the preliminary plan, this checklist, and supporting documents meeting the requirements of the LDC. This application will be processed like any other rezoning request.

I certify that all of the information listed above has been provided if applicable on the preliminary plan and/or accompanying documents. Lack of information provided may constitute as an incomplete submittal, thus delaying the review process.

Signed:  Date: 07/22/2021

Please Note: This list is provided to ensure that all preliminary plans submitted are uniform and contain the minimum information required for review under Sections 14-2-50 & 53 of the City of Kissimmee Land Development Code. It is not intended to be an inclusive list of all ordinance requirements. Please direct questions concerning preliminary plan review to the City of Kissimmee Development Services Department at (407) 518-2140.

1/31/2018



UPDATED 2020 CITY OF KISSIMMEE SCHEDULE
Development Review Committee (DRC)
Planning Advisory Board (PAB)
& City Commission (CC)



SUBMITTAL DEADLINE** (4:00 P.M.)	DRC MEETING (8:30 A.M.)	PAB PUBLIC HEARING (if applicable) (6:00 P.M.)	CC PUBLIC HEARING (if applicable) (6:00 P.M.)
July 29, 2020	August 25, 2020	October 7, 2020	November 3, 2020
August 12, 2020	September 8, 2020	October 21, 2020	November 17, 2020
August 26, 2020	September 22, 2020	November 4, 2020	December 1, 2020
September 9, 2020	October 13, 2020	November 18, 2020	December 15, 2020
September 16, 2020	October 13, 2020	November 18, 2020	December 15, 2020
September 30, 2020	October 27, 2020	December 2, 2020	January 5, 2021
October 14, 2020	November 10, 2020	December 16, 2020	January 19, 2021
October 28, 2020	November 24, 2020	January 6, 2021	February 2, 2021
November 11, 2020	December 8, 2020	January 20, 2021	February 16, 2021
November 25, 2020	December 12, 2020	February 3, 2021	March 2, 2021
December 9, 2020	January 12, 2021	February 17, 2021	March 16, 2021
December 23, 2020	January 26, 2021	March 3, 2021	April 6, 2021
January 6, 2021	January 26, 2021	March 3, 2021	April 6, 2021

* January 1, 2020 Planning Advisory Board (PAB) and December 31, 2020 submittal deadline are canceled due to holiday.

** Submittal deadline has been moved to Wednesday 4:00 PM.

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be submitted electronically and accompanied by a completed application, checklist, fee, folded plan(s), a PDF of any exhibits and/or plans and any other supporting materials. If there is a fee related to the project, please scan a copy of the check and upload it with the rest of the documents. This will show proof that you're ready to submit the fee. Then mail the check and once received, it will be processed. We will process the plan and start reviewing it, but we will not be able to move to the next step until payment is received. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Once you are ready to submit, please contact our offices at 407-518-2146 or planning@kissimmee.org to obtain a dropbox hyperlink. Unless specifically noted, deadlines for submittals are **WEDNESDAY at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**



CITY OF KISSIMMEE DEVELOPMENT REVIEW FEE SCHEDULE



Selection

☐	Annexation	\$0
☐	Land Use Map Amendment Review*	
☐	Land Use Plan Amendment (Small)	\$2,523.99
☐	Land Use Plan Amendment (Large)	\$4,215.63
☐	Land Use Plan Amendment (Text)	\$4,215.63
☐	Zoning Map Amendment*	\$2,615.63
☐	Plan Unit Development (PUD) Review	
☐	PUD Zoning/Preliminary Plan	\$4,243.66
☐	PUD Amendment (Minor)	\$864.69
☐	PUD Amendment (Major or Moderate)	\$3,932.07
☐	PUD Site Plan	\$4,245.82
☐	PUD Name Change	\$545.55
☐	Conditional Use Review	
☐	Conditional Use	\$1,919.13
☐	Conditional Use/Site Plan	\$3,056.60
☐	Conditional Use/Site Specific Redevelopment Plan (CRAO)	\$3,185.98
☐	Site Plan Review	
☐	Minor Site Plan	\$2,621.02
☐	Site Plan (Full)	\$2,116.44
☐	Site Specific Redevelopment Plan (CRAO)	\$2,189.75
☐	Site Plan Extension	\$816.17
☐	Site Development (Construction) Plan Review	
☐	Preliminary & Final Site Development (Construction) Plan	\$5,601.07
☐	Resubmittal of a Final Site Development (Construction) Plan	\$4,987.59
☐	Switch out pages (Developer Initiated)	\$365.50
☐	Final Site Development (Construction) Plan Amendment after issuance of Development Order	\$1,436.12
☐	Subdivision Review	
☐	Preliminary Plat	\$5,692.71
☐	Preliminary Plat Amendment	\$4,320.21
☐	Final Plat	\$1,334.77
☐	Lot Combination Agreement	\$1,165.50
☐	Development of Regional Impact (DRI) Review	
☐	Application for Development Approval	\$12,937.99 + \$5 per acre
☐	Non-Substantial DRI Amendment	\$2,641.51
☐	Substantial DRI Amendment	\$4,708.35
☐	Annual Report	\$974.66
☐	Rescission	\$2,113.20
☐	Special Event Review	
☐	Without Sales	\$1,047.98
☐	With Sales	\$1,071.70
☐	In Right-of-Way	\$760.11
☐	Renewal	\$567.12
☐	Late Submittal	\$1,221.56

Abandonment

☐	Vacation of Right-of-Way/Easement	\$2,185.44
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Right-of-Way Review

☐	Temporary Sign in the Right-of-Way	\$148.79
☐	Outdoor Use Agreement in Right-of-Way	\$760.11
☐	Sidewalk Permit in B-1 District	\$481.94
☐	Street Name Change	Cost to be of advertisement and notifications to be paid for by the applicant

Variance/Waiver Review

☐	City Commission Variance	\$2,190.83
☐	Buffer Waiver	\$1,729.39
☐	Board of Adjustments	\$2,987.60
☐	City Commission Extension of a public hearing item	\$1,125.60
☐	City Manager Extension of a public hearing item	\$487.33
☐	Administrative Waiver/Variance	\$296.50

Transportation

☐	Request for Alternative Mobility Fee Analysis	Cost of consultant to be paid for by the applicant
☐	Request for Mobility Fee Estimate with Credits	\$858.22
☐	Request for Mobility Fee Estimate without Credits	\$0
☐	Transportation Studies/Reviews	Cost of consultant to be paid for by the applicant

Zoning & State Funding Letter

☐	Standardized	\$49.60
☐	Customized	\$296.50

Miscellaneous

☐	Authorization of True Work of Art	\$1,270.08
☐	State Application for Alcoholic Beverage License	\$222.10
☐	Pain Medication License	\$1,919.13
☐	Developer's or Annexation Agreement	\$974.66
☐	Community Development District	\$599.46
☐	Folding Fee (Plans that are unfolded)	\$279.24
☐	Resubmittal (Upon 3 rd Submittal of any DRC Request)	Review fee of original request
☐	Applicant Requested Continuance of an Advertised Request	\$840.97
☐	Appeal of Staff, Planning Advisory Board and/or City Commission	\$1,654.98

**A fee waiver can be approved at the discretion of the City Manager (or designee) when a Small Scale Land Use Plan Amendment and Zoning Map Amendment request are submitted concurrently with the annexation request.*

NOTE: Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS). Fees were amended by City Commission on December 15, 2015 by Resolution #34-2015. All requests must be accompanied by a completed application, checklist, fee, plan(s) and any other supporting materials. A sufficiency review will be conducted with 24 hours of submittal. If submittal is insufficient, the request will not be scheduled or distributed for review. Deadline submittal is 4:00 p.m., Friday, in accordance with the City of Kissimmee Schedule for DRC, PAB & City Commission. Late or incomplete submittals will not be accepted. DRC meets every other Tuesday at 8:30 a.m.

Checks must be made to the City of Kissimmee and cannot be dated more than 14 days prior to the date of submittal.

OSCEOLA COUNTY AGENT AUTHORIZATION FORM



I/we, as the owner(s) of real property in Osceola County, Florida, which is described below do hereby authorize the following person or persons to act as my/our agent to execute any petitions, applications, or other documents necessary to affect the application approval requested and more specifically described below, and to appear on my behalf before any administrative or legislative body in the County concerning the application(s) and to act in all respects as my/our agent in matters pertaining to the requested application(s).

Agent Information [PLEASE PRINT]

Name(s): Murry A Bullion; Adriannis Suarez
 Company: KPM Franklin
 Phone: 407-846-1216 Email: mbullion@kpmfranklin.com; asuarez@kpmfranklin.com

Requested Application(s): All for Mill Creek Mall

Subject Property [PLEASE PRINT]

Address: 1312 E Vine street, Kissimmee, FL 34744
 Parcel ID(s): 23-25-29-1709-0001-0030; 23-25-29-1709-0001-0040
 Legal Description: _____
☒ See Attached

Property Owner(s) Information [PLEASE PRINT]

Property Owner Name(s): Mill Creek LLP
 Address: 101 Park place Blvd, Suite 3, Kissimmee, FL 34741
 Phone: 407-847-3099 Email: alicia@schoolfieldproperties.com

SIGNED AUTHORIZATION

<u>2/13/21</u> DATE	 SIGNATURE	<u>Wayne Schoolfield</u> PRINTED NAME OF PROPERTY OWNER
_____ DATE	_____ SIGNATURE	_____ PRINTED NAME OF PROPERTY OWNER

STATE OF FLORIDA,
 COUNTY OF Osceola

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 21 DAY OF February, 2020, BY Wayne Schoolfield AS managing partner of Mill Creek LLC, SUCH PERSON is IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

Public Notary Seat:



ALICIA NEAL KELLY
 Commission # GG 818125
 Expires September 19, 2023
 Bonded thru Budget Notary Services

Signature of Notary
 Notary # GG 95125
 My Commission Expires: 9/19/23

2021 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT
FEE IS \$25.00! REPORT DUE BY MAY 1, 2021

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SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

2021 APR 26 7:10:21

04/26/21 09:18

REGISTRATION # LLP070000020

1. Name and Mailing Address

MILL CREEK LLP

101 PARK PLACE BOULEVARD, SUITE 3
KISSIMMEE, FL 34741

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2.

LLP #

LLP210001596-9
04/26/21--01037-021 **25.00

2. New Mailing Address, if Applicable.

Suite, Apt #, etc.

City

State

Zip Code

3. Principal Place of Business Address

101 PARK PLACE BOULEVARD, SUITE 3
KISSIMMEE, FL 34741

4. New Principal Office Address, if Applicable:

Suite, Apt #, etc.

City

State

Zip Code

5. Federal Employee Identification Number

59-3482267

☐ Applied For

☐ Not Applicable

6. Certificate of Status Desired:

☐ \$8.75 Additional Fee Required

7. Name and Address of Registered Agent

SCHOOLFIELD, CHERYL
101 PARK PLACE BOULEVARD, SUITE 3
KISSIMMEE, FL 34741

8. New Name and/or Address of Registered Agent:

SHERAN RASMUS

Name

101 PARK PLACE BLVD, SUITE 3

Street Address (P.O. Box Number is Not Acceptable)

KISSIMMEE

FL

34741

City

Zip Code

9. New Registered Agent's Signature, If Changed

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:

SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE.

SHERAN RASMUS

4/21/21

Date

10. General Partner's Signature (REQUIRED)

The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE:

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER.

Wayne Schoolfield

Date

4/21/2021

407-847-3099

Daytime Phone #

E-mail Address:

sheran@schoolfieldproperties.com

(To be used for future annual report notifications)

Exhibit "A"
LEGAL DESCRIPTION

23-25-29-1709-0001-0030

23-25-29-1709-0001-0040

LOTS 3 AND 4; THE MILL CREEK MALL SUBDIVISION OF SECTION 23, TOWNSHIP 25 SOUTH,
RANGE 29 EAST; AS RECORDED IN PLAT BOOK 11, PAGES 104 AND 105; OF THE PUBLIC
RECORDS OF OSCEOLA COUNTY, FLORIDA.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
 Osceola County Government Center
 2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 23-25-29-1709-0001-0030



Owner Information

Owner Name	MILL CREEK LLP
Mailing Address	101 PARK PLACE BLVD STE 3 KISSIMMEE, FL 34741
Physical Address	1400 E VINE ST, KISSIMMEE FL 34744
Description	RETAIL STRIP CENTER - MULTI TENANT
Tax District	200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 05/10/2020, which are subject to change prior to certification

Land	\$384,900
AG Benefit	\$0
Extra Features	\$23,200
Buildings	\$576,100
Appraised(just)	\$989,500
Assessed(estimated)	\$989,500
Exemption(estimated)	\$0
Taxable(estimated)	\$989,500

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/02/2019

Land	\$349,700
AG Benefit	\$0
Extra Features	\$23,300
Buildings	\$587,700
Appraised(just)	\$987,500
Assessed*	\$931,458
Exemption	\$0
Taxable	\$931,458

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	4187-1879	\$100	2006-04-12	QC

Land Information - Total Acreage: 1.15

Land Description	Units	Depth	Land Type	Land Value
COMMERCIAL SF	49963.32	0.00	SF	\$384,900

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-ASPHALT PAVING PER PARKING SPACE AVERAG	59	1986	\$20,326
COMMERCIAL-CONCRETE PAVEMENT AVERAGE	1211	2000	\$1,841
COMMERCIAL-TRASH ENCLOSURE-WOOD FAIR	240	2000	\$432
COMMERCIAL-LIGHTS FAIR	2	1986	\$720

Building Information**Building 1**

Description	RETAIL STRIP CENTER - OVER 10,000 SF	Bedrooms	
Year Built	2000	Bathrooms	
Value	\$576,100	Fixtures	22
Actual Area	11418	Roof Cover	11 BUILT UP COMPOSITION/METALIC
Heated Area	10020	Exterior Wall	(1.00) 10 CONCRETE BLOCK STUCCO

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	2000	10020
OPEN PORCH FINISHED	OPF	2000	1398

Legal Description

Legal Description	MILL CREEK MALL PB 11 PG 104-105 LOT 3
--------------------------	--



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
 Osceola County Government Center
 2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 23-25-29-1709-0001-0040



Owner Information

Owner Name	MILL CREEK LLP
Mailing Address	101 PARK PLACE BLVD STE 3 KISSIMMEE, FL 34741
Physical Address	1312 E VINE ST, KISSIMMEE FL 34744
Description	COMMUNITY SHOPPING CENTERS
Tax District	200 - KISSIMMEE

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 05/10/2020, which are subject to change prior to certification		Certified Value represents certified values that appeared on the tax roll as of 10/02/2019	
Land	\$2,689,800	Land	\$2,444,000
AG Benefit	\$0	AG Benefit	\$0
Extra Features	\$194,900	Extra Features	\$195,200
Buildings	\$6,146,200	Buildings	\$6,200,500
Appraised(just)	\$8,345,100	Appraised(just)	\$8,463,000
Assessed(estimated)	\$7,766,025	Assessed*	\$7,060,023
Exemption(estimated)	\$0	Exemption	\$0
Taxable(estimated)	\$7,766,025	Taxable	\$7,060,023
* 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	4199-2570	\$100	2011-11-02	QC
1	4187-1881	\$100	2006-04-12	QC

Land Information - Total Acreage: 16.27

Land Description	Units	Depth	Land Type	Land Value
COMMERCIAL SF	469353.44	0.00	SF	\$2,689,300
SUBMERGED LAND	5.49	0.00	AC	\$500

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-ASPHALT PAVEMENT AVERAGE	99999	1980	\$58,499
COMMERCIAL-ASPHALT PAVEMENT AVERAGE	99999	1980	\$58,499
COMMERCIAL-ASPHALT PAVEMENT AVERAGE	99999	1980	\$58,499
COMMERCIAL-CONCRETE PAVEMENT AVERAGE	13616	1980	\$15,522
COMMERCIAL-CHAIN LINK FENCE-6 FT HIGH AVERAGE	1400	1980	\$3,920

Building Information

Building 1			
Description	SHOPPING CENTER - LESS THAN 10,000 SF	Bedrooms	
Year Built	1980	Bathrooms	
Value	\$197,800	Fixtures	10
Actual Area	4340	Roof Cover	12 BUILT UP METAL/GYPSUM
Heated Area	3500	Exterior Wall	(1.00) 10 CONCRETE BLOCK STUCCO
Building 1 subarea			
Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1980	3500
OPEN PORCH FINISHED	OPF	1980	840

Building 2			
Description	SHOPPING CENTER - 10,000 TO 20,000 SF	Bedrooms	
Year Built	1980	Bathrooms	
Value	\$614,800	Fixtures	8
Actual Area	13526	Roof Cover	12 BUILT UP METAL/GYPSUM
Heated Area	11138	Exterior Wall	(1.00) 8 CONCRETE BLOCK
Building 2 subarea			
Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1980	11138
OPEN PORCH FINISHED	OPF	1980	2328
CANOPY	CAN	1980	60

Building 3			
Description	SHOPPING CENTER - OVER 20,000 SF	Bedrooms	
Year Built	1980	Bathrooms	
Value	\$1,057,800	Fixtures	13
Actual Area	22343	Roof Cover	12 BUILT UP METAL/GYPSUM
Heated Area	20825	Exterior Wall	(1.00) 10 CONCRETE BLOCK STUCCO
Building 3 subarea			
Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1980	17200
OPEN PORCH FINISHED	OPF	1980	1518
ENCLOSED PORCH FINISHED	EPF	1980	3625

Building 4			
Description	SHOPPING CENTER - OVER 20,000 SF	Bedrooms	

Year Built	1980	Bathrooms	
Value	\$1,054,000	Fixtures	13
Actual Area	22265	Roof Cover	12 BUILT UP METAL/GYPSUM
Heated Area	20747	Exterior Wall	(1.00) 10 CONCRETE BLOCK STUCCO

Building 4 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1980	17122
OPEN PORCH FINISHED	OPF	1980	1518
ENCLOSED PORCH FINISHED	EPF	1980	3625

Building 5

Description	SHOPPING CENTER - OVER 20,000 SF	Bedrooms	
Year Built	1990	Bathrooms	
Value	\$1,594,300	Fixtures	13
Actual Area	37802	Roof Cover	12 BUILT UP METAL/GYPSUM
Heated Area	30276	Exterior Wall	(1.00) 8 CONCRETE BLOCK

Building 5 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1990	30276
OPEN PORCH FINISHED	OPF	1990	3492
UTILITY UNFINISHED	UTU	1990	4002
CANOPY	CAN	1990	32

Building 6

Description	SHOPPING CENTER - OVER 20,000 SF	Bedrooms	
Year Built	1981	Bathrooms	
Value	\$1,627,600	Fixtures	18
Actual Area	40700	Roof Cover	12 BUILT UP METAL/GYPSUM
Heated Area	37484	Exterior Wall	(1.00) 10 CONCRETE BLOCK STUCCO

Building 6 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	1981	37484
OPEN PORCH FINISHED	OPF	1981	3216
LOAD PLATFORM COVERED	LPC	1981	392

Legal Description

Legal Description MILL CREEK MALL PB 11 PG 104-105 LOT 4

CFN 2011143249
Bk 04187 Pg 1879; (1pg)
DATE: 10/13/2011 03:15:22 PM
MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 10.00
DEED DOC 0.70

Prepared by & Return to: (enclose self-addressed stamped envelope)	
This instrument Prepared by: Schoolfield Properties, Inc. Address: 101 Park Place Blvd. Suite 3 Kissimmee, FL 34741	
Property Appraisers Parcel Identification (Folio) Number(s): 232529170900010030	

This Quit-Claim Deed, Executed this 12th day of April, A.D. 2006, by
first party, Mill Creek, a Florida General Partnership whose post office address is 101 Park Place Blvd. Suite 3 Kissimmee,
FL 34741

second party: Mill Creek LLP

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$1.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of FLORIDA, to-wit:

MILL CREEK MALL PB 11 PG 104-105 LOT 3

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kim Lesch
Witness Signature (as to first Grantor)
Kim Lesch
Printed Name
Joanna Garcia
Witness Signature (as to first Grantor)
Joanna Garcia
Printed Name

Wayne Schoolfield **I.S.**
Grantor Signature
Wayne Schoolfield
Printed Name: Wayne Schoolfield, Mill Creek a Florida General Partnership
Post Office Address: 101 Park Place Blvd. Suite 3 Kissimmee, FL 34741

STATE OF FLORIDA
COUNTY OF OSCEOLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Wayne Schoolfield, Mill Creek a Florida General Partnership to me known to be the person(s) described in and who executed the foregoing Quit-Claim Deed and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, 2006.



ALICIA SPINA
MY COMMISSION # EE 105514
EXPIRES: July 13, 2015
Bonded Thru Budget Notary Services

Alicia Spina
Notary Signature
Printed Notary Signature
My Commission Expires: 7-13-15

Page 1 of 2
CFN 2011160265
Bk 04199 Pgs 2570 - 2571; (2pgs)
DATE: 11/16/2011 01:05:06 PM
MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

This instrument prepared by and return to:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

Property Appraiser's Parcel ID Number:
232529-170900010040

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$.70 are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED executed this 2nd day of November, 2011, by **Mill Creek**, a Florida general partnership, whose address is 101 Park Place Blvd., Suite 3, Kissimmee, Florida 34741 (hereinafter referred to as "Grantor"), to **Mill Creek LLP**, a Florida limited liability partnership, whose addresses are 101 Park Place Blvd., Suite 3, Kissimmee, Florida 34741 (hereinafter referred to as "Grantee"):

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee forever, all right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in County of Osceola, State of Florida (hereinafter referred to as the "Property"):

LOT 4, MILL CREEK MALL, PLAT BOOK 11, PAGES 104-105,
OSCEOLA COUNTY, FLORIDA.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Yvonne Garcia
Witness #1 Signature
Yvonne Garcia
Witness #1 Printed Name

Kim Besch
Witness #2 Signature
Kim Besch
Witness #2 Printed Name

MILL CREEK, a Florida general
partnership

By: Wayne Schofield
Print Name: WAYNE Schofield
Title: MANAGER

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 2nd day of November, 2011, by Wayne Schofield, as MANAGER of Mill Creek, a Florida general partnership, on behalf of the partnership, who ☒ is personally known to me or ☐ who has produced _____ as identification.

(SEAL)



ALICIA SPINA
MY COMMISSION # EE 105514
EXPIRES: July 13, 2015
Bonded Thru Budget Notary Services

Signature of Notary Public

Alicia Spina
(Print Notary Name)

My Commission Expires: 7-13-15
Commission No. EE 105514

PLAT OF MILL CREEK MALL

SECTION 23, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA
CITY OF KISSIMMEE

PLAT OF MILL CREEK MALL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the Corporation named below, being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, has caused these presents to be signed and ATTESTED to by the officer(s) named below and its corporate seal to be affixed hereto on August 10, 1999.

Republic Bank, a Florida Banking Corporation
Signed and sealed in the presence of:

Print name: Robert W. Oyer III Senior Vice President
Print Name: Barbara K. Thompson

Print name: Christine F. Charles

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 10th day of August, 1999 by Robert W. Oyer III, the Senior Vice President of Republic Bank, a Florida Banking Corporation, on behalf of the Corporation. Said person [] is personally known to me or [X] has produced Florida Drivers License as identification.

CHRISTINE F. CHARLES
Notary Public, State of Florida
My Comm. Exp. Sept. 3, 2002
Comm # CC 77514
Signature of Person Taking Acknowledgment
Print Name: Christine F. Charles
Title: Notary Public
Serial No. (if any)
Commission Expires: September 3, 2002

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the Partnership named below, being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, has caused these presents to be signed and ATTESTED to by the partners named below.

Mill Creek, a Florida General Partnership
Signed and sealed in the presence of:

Print name: Wayne Scholtz General Partner
Print Name: DANNIE SCHOLTZ-ELD General Partner

Print name: CHRISTINA M. HOFFMAN
Print Name: CHRISTINA M. HOFFMAN

Print name: LILIAN B. TAYLOR
Print Name: LILIAN B. TAYLOR

State of Florida
County of OSCEOLA

The foregoing instrument was acknowledged before me this 11th day of August, 1999 by WAYNE SCHOLTZ-ELD and DANNIE SCHOLTZ-ELD, General Partners of Mill Creek, a Florida General Partnership, on behalf of the Partnership. Said person [X] is personally known to me or [] has produced as identification.

CHRISTINA M. HOFFMAN
Notary Public, State of Florida
My Comm. Expires Sept. 3, 2000
Comm # CC 66700
Signature of Person Taking Acknowledgment
Print Name: CHRISTINA M. HOFFMAN
Title: Notary Public
Serial No. (if any)
Commission Expires: 10/23/2000

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed land surveyor registered in the state of Florida, does hereby certify that on 8/22/99 he completed the survey of the lands as shown in the foregoing plat and said survey was made under his responsible direction and supervision. The survey data complies with all of the requirements of Florida Statutes, Chapter 177. The Permanent Reference Monuments (PRM's) have been placed as shown hereon as required by said Chapter 177. The permanent Control Points (PCP's) have been or will be placed as required by said Chapter 177. The land is located in Section 23, Township 25 South, Range 29 East, City of Kissimmee, Osceola County, Florida.

DAVID M. McDERMOTT
Surveyor's Signature
DAVID M. McDERMOTT
Surveyor's Name
Surveyor's Registration Number
ASSOCIATED LAND SURVEYING & MAPPING, INC.
Legal Entity's Name
101 WINDYBROOK RD., SUITE 110, ALTAMONTE SPRINGS, FLA 32714
Legal Entity's Address

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 9-23-99 the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

ROBERT BERTRAND
P.S.M.# 4087

CERTIFICATE OF COUNTY CLERK

THIS IS TO CERTIFY, That I have examined the foregoing plat and filed that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on September 29, 1999 at 12:30 p.m.

File Number 99-141765
LARRY WHALEY
CLERK OF THE CIRCUIT COURT
in and for Osceola County, FL
By Larry Whaley

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on September 28, 1999 the City Commission of the City of Kissimmee approved the foregoing plat.

Frank Atchison
MAYOR
ATTEST:
Landra L. Heizer
CITY CLERK

LEGEND

- INDICATES LOT CORNERS TO BE SET PER CHAPTER 177 - 18", 5/8" REBAR/CAP LB 6767 OR P.K. NAIL/1" BRASS DISK LB 6767
- INDICATES FOUND 5/8" REBAR/CAP LB 6767 REPLACED WITH A 4"x4" CONCRETE MONUMENT STAMPED PRM LB 6767
- INDICATES SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 6767
- PERMANENT CONTROL POINT
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT OF INTERSECTION
- RADIUS POINT
- INCLUDED ANGLE (CENTRAL ANGLE)
- RADIUS
- LENGTH
- SECTION
- CHORD BEARING
- MEASURED
- LAND SURVEYOR
- FOUND
- RECOVERED
- PLAT BOOK
- PAGE
- CERTIFIED CORNER RECORD
- OFFICIAL RECORDS BOOK
- NON-RADIAL
- ACRES
- RIGHT-OF-WAY
- CONCRETE MONUMENT
- IRON ROD
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- PERMANENT REFERENCE MONUMENT

SURVEYOR'S NOTES:

- The bearings shown hereon are based the South Right of Way Line of U.S. Highway 192, being S 88°33'25" E per deed.

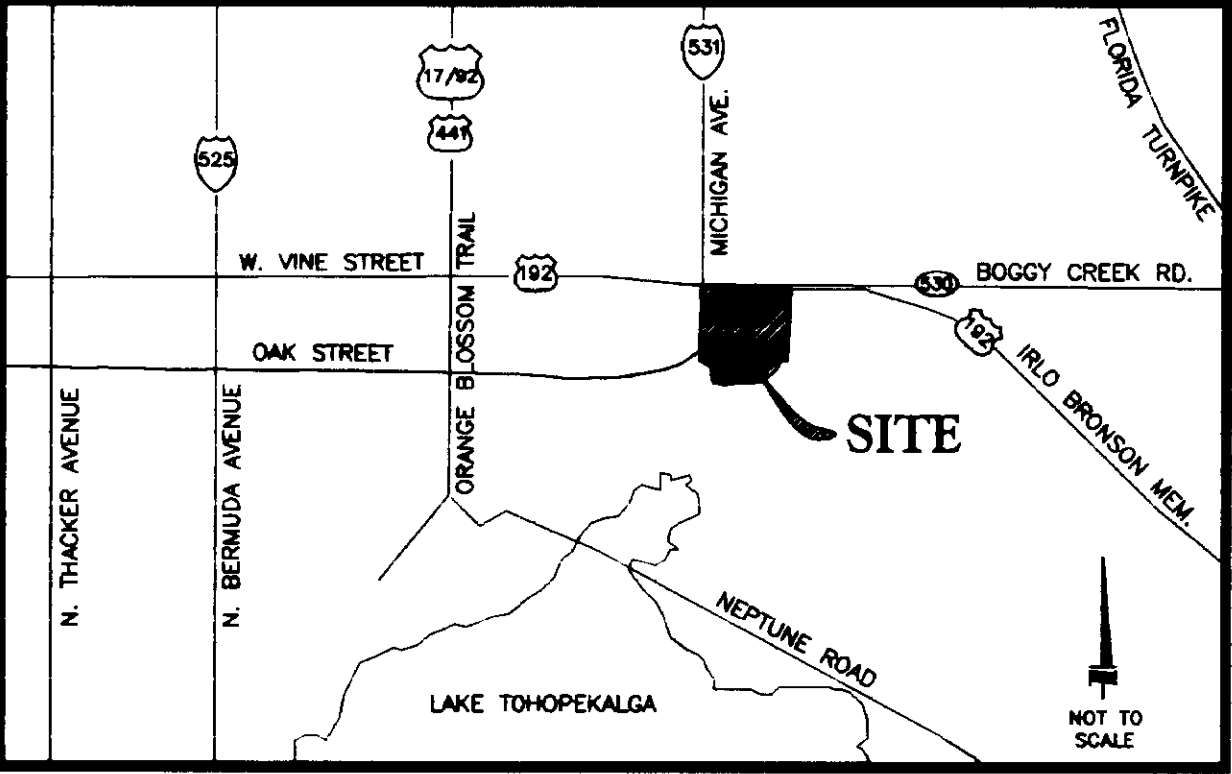
LEGAL DESCRIPTION

A PORTION OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S 00°26'15" E ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 132.72 FEET; THENCE DEPARTING SAID WEST LINE RUN S 88°33'25" E, A DISTANCE OF 73.01 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 192, THENCE S 88°33'25" E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 924.89 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S 03°19'35" W, A DISTANCE OF 756.41 FEET; THENCE N 88°33'25" W, A DISTANCE OF 74.98 FEET; THENCE RUN S 23°35'56" W, A DISTANCE OF 95.51 FEET; THENCE RUN S 47°57'07" W, A DISTANCE OF 151.90 FEET; THENCE RUN S 68°18'42" W, A DISTANCE OF 65.82 FEET; THENCE RUN S 79°37'38" W, A DISTANCE OF 76.04 FEET; THENCE RUN S 88°08'44" W, A DISTANCE OF 67.70 FEET; THENCE RUN N 88°58'50" W, A DISTANCE OF 84.09 FEET; THENCE RUN S 82°00'54" W, A DISTANCE OF 88.29 FEET; THENCE RUN S 86°13'43" W, A DISTANCE OF 67.31 FEET; THENCE RUN N 80°44'11" W, A DISTANCE OF 111.83 FEET; THENCE RUN N 16°55'07" W, A DISTANCE OF 41.66 FEET; THENCE RUN N 04°30'46" W, A DISTANCE OF 119.36 FEET; THENCE RUN N 38°07'47" W, A DISTANCE OF 39.54 FEET; THENCE RUN N 60°50'15" W, A DISTANCE OF 112.31 FEET; THENCE RUN N 02°25'43" E, A DISTANCE OF 50.69 FEET; THENCE RUN N 13°37'28" E, A DISTANCE OF 50.84 FEET; THENCE RUN N 88°33'25" W, A DISTANCE OF 10.65 FEET, TO A POINT ON THE EAST RIGHT OF WAY OF OAK STREET; THENCE RUN N 00°28'15" W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 116.28 FEET; THENCE RUN N 04°16'50" E, A DISTANCE OF 340.23 FEET; THENCE RUN N 00°28'15" W, A DISTANCE OF 185.08 FEET; THENCE RUN N 45°30'09" E, A DISTANCE OF 20.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.73 ACRES, MORE OR LESS.

VICINITY MAP
NOT TO SCALE

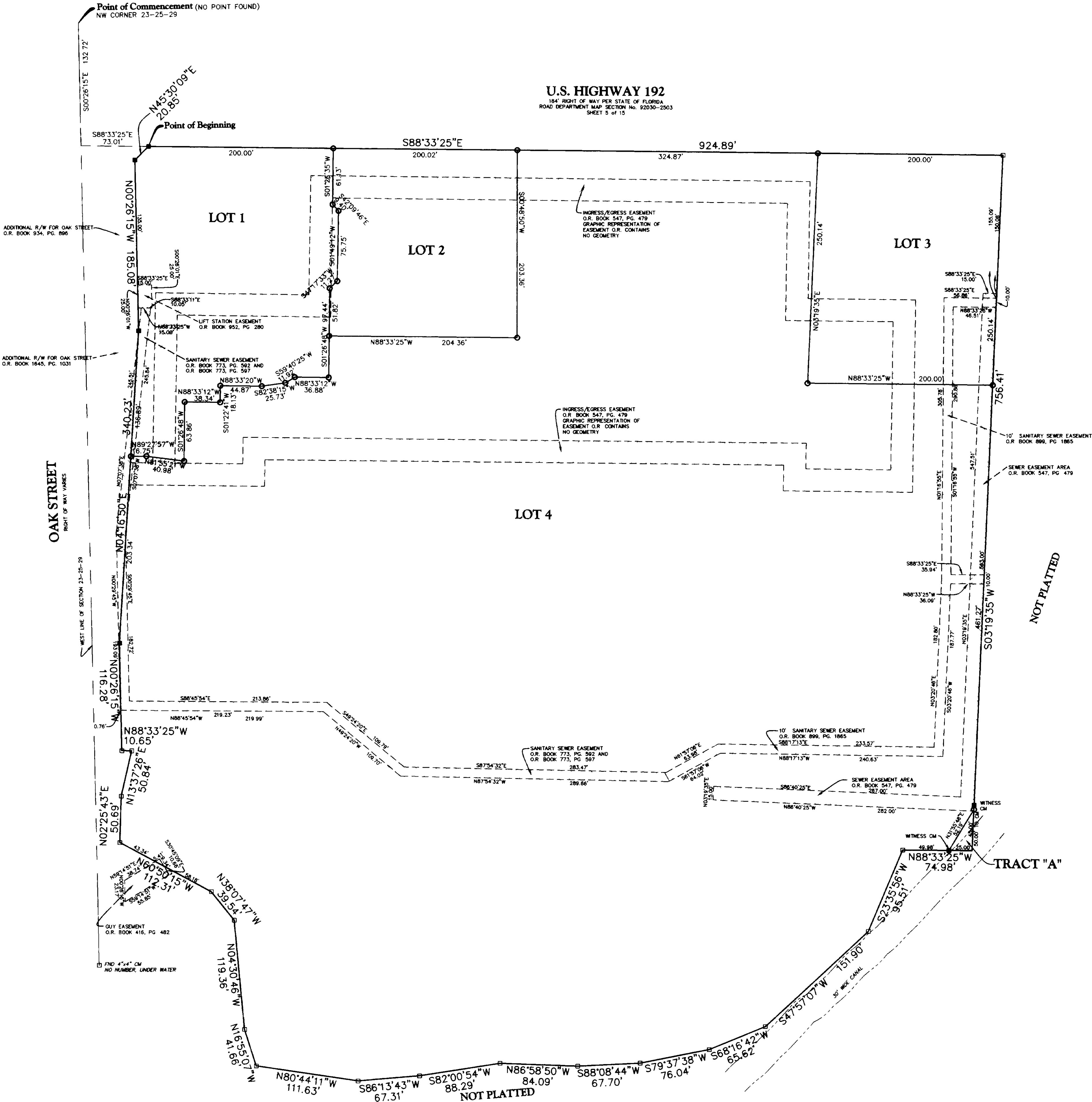
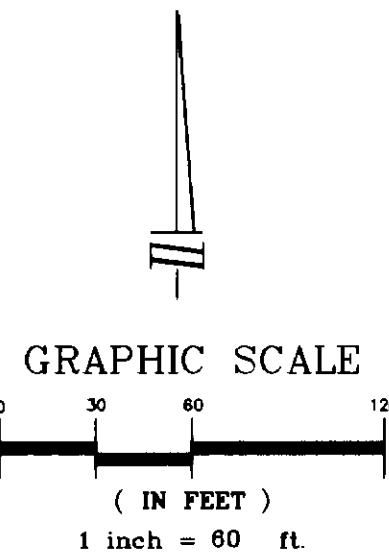


NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat, whether graphic or digital. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

PREPARED BY: Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
101 WINDYBROOK RD., SUITE 110, ALTAMONTE SPRINGS, FLORIDA 32714
CERTIFICATE OF AUTHORIZATION NUMBER LB 6767
SURVEYOR IN RESPONSIBLE CHARGE: DAVID M. McDERMOTT REGISTRATION NUMBER: LS 4770

PLAT OF MILL CREEK MALL

SECTION 23, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA
CITY OF KISSIMMEE



SURVEYOR'S NOTES:

- 1) The bearings shown hereon are based the South Right of Way Line of U.S. Highway 192, being S 88°33'25" E per deed
- 2) Tract "A" shown hereon is dedicated to the City of Kissimmee.
- 3) Easements, Covenants and Restrictions for this Plat are filed in Official Records Book _____, Page _____ of the Public Records of Osceola County, Florida.

LEGEND

- INDICATES LOT CORNERS TO BE SET PER CHAPTER 177 - 18", 5/8" REBAR/CAP LB 6767 OR P.K. NAIL/1" BRASS DISK LB 6767
- INDICATES FOUND 5/8" REBAR/CAP LB#3641 REPLACED WITH A 4"x4" CONCRETE MONUMENT STAMPED PRM LB 6767
- INDICATES SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 6767
- PCP PERMANENT CONTROL POINT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- RP RADIUS POINT
- △ INCLUDED ANGLE (CENTRAL ANGLE)
- R RADIUS
- (R) RADIAL
- L LENGTH
- SEC SECTION
- CB CHORD BEARING
- (M) MEASURED
- LS LAND SURVEYOR
- FND FOUND
- REC RECOVERED
- P.B. PLAT BOOK
- PG PAGE
- CCR. CERTIFIED CORNER RECORD
- O.R. OFFICIAL RECORDS BOOK
- (NR) NON-RADIAL
- AC ACRES
- R/W RIGHT-OF-WAY
- CM CONCRETE MONUMENT
- I.R. IRON ROD
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- L.E. LANDSCAPE EASEMENT
- PRM PERMANENT REFERENCE MONUMENT

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat, whether graphic or digital. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

PREPARED BY: **Associated Land Surveying & Mapping, Inc.**
PROFESSIONAL LAND SURVEYORS
101 WYMORE ROAD, SUITE 110 AUSTIN, TEXAS 78741
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767
SURVEYOR IN CHARGE: DAVID M. MCDERMOTT REGISTRATION NUMBER: LS 4770

This instrument prepared by and
after recording return to:

Deborah H. Johnson, Esquire
Akerman, Senterfitt & Eidson, P.A.
255 South Orange Avenue, Suite 1700
Orlando, Florida 32801

LARRY WHALEY 23P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
CL 99143093 OR 1660/1472
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AGREEMENT OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS AGREEMENT OF COVENANTS, RESTRICTIONS AND EASEMENTS, is made as of this 30th day of September, 1999, by ECK-MILL CREEK 7, INC., a Florida corporation, whose address is 5301 Conroy Road, Suite 180, Orlando, Florida 32811 ("Party One"), REPUBLIC BANK, a Florida corporation, whose address is 111 2nd Avenue Northeast, St. Petersburg, Florida 33701 ("Party Two"), and MILL CREEK, a Florida general partnership, whose address is c/o Schoolfield Properties, Inc., 101 Park Place Blvd., Suite 3, Kissimmee, Florida ("Party Three"). For convenience, this instrument is hereinafter referred to as the "Agreement."

RECITALS

A. Party One is the owner of certain real property situate in the County of Osceola, State of Florida, and described as "Lot 1" on Exhibit "A" attached hereto and incorporated herein by reference (sometimes hereinafter referred to as "Lot 1").

B. Party Two is the owner of certain real property situate in the County of Osceola, State of Florida, described as "Lot 2" on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as "Lot 2").

C. Party Three is the owner of certain real property situate in the County of Osceola, State of Florida, described as "Lot 3" on Exhibit "C" attached hereto and incorporated herein by reference (hereinafter referred to as "Lot 3").

D. Party Three is also the owner of certain real property situate in the County of Osceola, State of Florida, described as "Lot 4" on Exhibit "D" attached hereto and incorporated herein by reference (hereinafter referred to as "Lot 4").

E. For purposes of this Agreement, Lot 1, Lot 2, Lot 3 and Lot 4 are sometimes hereinafter collectively referred to as the "Property" or the "Lots."

F. The parties intend for the Property to be developed as an integrated retail/commercial shopping center, as depicted on the site plan prepared by Avid Engineering, Inc. bearing project number 2703011 (the "Plan"), a copy of which is attached hereto as Exhibit "E" and incorporated herein by reference, for the mutual benefit of all of the Lots, and for such purposes do hereby agree to fix and establish the easements, covenants, restrictions, charges, benefits, obligations and other provisions set forth in this Agreement (hereinafter collectively referred to as "Restrictions"), upon and subject to which all of said Property, or any part thereof, shall be improved, held, leased, sold and/or conveyed. Such Restrictions shall run with the land and inure and pass with said Property and shall apply to and bind the respective successors in title and all and each of the Restrictions are hereby imposed upon said Property as mutual benefits and mutual equitable servitudes in favor of said Property and any portion thereof.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, as fee simple title holders of the Property, hereby agree that all of the Property shall henceforth be held, sold, operated and conveyed subject to the Restrictions and same shall run with title to the Property and be binding upon, and inure to the benefit of, all parties having any right, title or interest in the Property, or any part thereof, their heirs, personal representatives, administrators, successors and assigns.

1. **Recitals.** The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Agreement as if fully set forth herein.

2. **Lot Building Requirements.** Each Lot shall be developed in compliance with the provisions of this Paragraph 2.

a. All trash receptacles, service areas and loading docks located on a Lot shall be screened from view from the other Lots and adjacent streets, parking areas and driveways by reasonable means in a manner consistent with first class retail shopping center practices.

b. All buildings, structures or improvements erected on a Lot shall be of permanent type construction.

c. Landscaping for Lots 1, 2 and 3 shall be installed at the completion of construction of the improvements as evidenced by the issuance of a certificate of occupancy or its equivalent by the appropriate governmental agency having jurisdiction over said construction. All

areas not covered by buildings, structures or paved parking shall be maintained as landscaped areas and shall be maintained to the pavement edge of abutting streets, parking areas and internal roadways.

d. All construction, including all site improvements, shall be completed within twelve (12) months from commencement of such construction.

3. **Easements.** The easements described in subparagraphs a. thru c. (collectively, "Easements") of this Paragraph 3 are the only easements intended by the parties to be created or established by this Agreement, and such easements shall only exist to the extent created by this Agreement. All easement areas described in subparagraphs a. thru c. below are hereinafter collectively referred to as the "Easement Areas," and all facilities constructed on or in connection with such Easements are hereinafter collectively referred to as the "Easement Facilities."

a. **Access Easements.** Each of the parties hereto do hereby establish in favor of and reserve unto one another, for the benefit of all the Lots, their tenants, employees, agents, customers and invitees, a non-exclusive easement for parking, ingress, egress and passage of pedestrians and motor vehicles ("Access Easement") into, out of, on, over and across all parking areas, driveways, accessways, service lanes and sidewalks now existing upon the Lots or to be constructed upon the Lots as set forth in the Plan, and also areas from time to time established as such within the Lots ("Access Easement Areas"), so that the Property may be used as an integrated development area by the owners of the Lots and their tenants, employees, agents, customers and invitees. All driveways, accessways, service lanes and sidewalks constructed upon the Access Easement Areas shall hereinafter be referred to collectively as the "Access Facilities." All parking areas constructed upon the Access Easement Areas shall hereinafter be referred to collectively as the "Parking Facilities." Each Lot owner shall have the right to reserve a reasonable number of parking spaces on its Lot for use by the Lot owner and its tenants and invitees. The Access Easement shall include the right in favor of each owner of the Lots to (i) enter upon the Access Easement Areas, at said owner's sole cost and expense, in order to construct or otherwise install and maintain the Access Facilities approved by the owners of the Lots, and (ii) to temporarily enter upon portions of the Property immediately adjacent to the Access Easement Areas to the extent reasonably necessary for such owner to fully enjoy the Access Easement. Notwithstanding anything contained herein to the contrary, as long as Eckerd Corporation, its successors or assigns ("Eckerd") is a tenant on Lot 1, no changes shall be made to the Access Easement Areas as depicted on the Plan without the prior written consent of Eckerd, which shall not be unreasonably withheld. The owner of Lot 4, with the joinder and consent of the owners of Lots 1, 2 and 3, reserves the right to reconfigure the parking areas, driveways, service lanes and sidewalks and other improvements constituting the Access Easement Areas, by recording in the public records of Osceola County, Florida a revised site plan which has been approved by Eckerd. In this regard, Eckerd shall grant its consent if the revised Plan does not materially interfere with ingress or egress to or from Lot 1.

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b. Utility Easements. Each of the parties hereto do hereby establish in favor of and reserve unto one another, for the benefit of all the Lots, a non-exclusive easement under, through and across the areas depicted in the utility plan prepared by Avid Engineering, Inc. bearing project number 2703011 (the "Utility Plan"), attached hereto as Exhibit "F" and incorporated herein by this reference (collectively, the "Utility Easement Areas"). The aforesaid easement shall be for the installation, use and maintenance of potable water lines, sanitary sewer lines (being ten feet either side of the centerline depicted on Exhibit "F") and stormwater drainage lines, water sprinkler system lines, telephone or electrical conduits or systems, gas mains, cable lines and other utilities ("Utility Easement"). All such systems, structures, mains, lines, conduits and other utilities constructed upon or installed within the Utility Easement Areas, with the exception of facilities installed by an owner of a Lot to allow for the connection of utility services to the improvements constructed or to be constructed by said owner upon its Lot, shall be referred to herein as the "Utility Facilities." The Utility Facilities shall be installed initially by the owners of Lots 1, 2 and 3 or their designated agents and /or assigns, for their respective Lots, and thereafter maintained below ground level by the respective Lot owners served thereby equally to the extent that such installation is feasible and customary. The Utility Easement shall include the right, but not necessarily the obligation, in favor of the owners of the Lots to (i) enter upon the Utility Easement Areas, at owners' sole cost and expense, in order to construct or otherwise install and maintain the Utility Facilities, and (ii) temporarily enter upon portions of the Property immediately adjacent to the Utility Easement Areas to the extent reasonably necessary for such owner to fully enjoy the Utility Easement. The owner of Lot 4, subject to the reasonable consent of the owners of Lots 1, 2 and 3, reserves unto itself the right to relocate, at its expense, any utility improvements located in the Utility Easement Area lying within Lot 4 and to re-designate the location of the new Utility Easement Area, by recording in the public records of Osceola County, Florida a revised site plan; provided, the owner of Lot 4 shall be required to give the owner(s) of the effected Lot(s) prior notice of such relocation and such relocation shall not interfere with or disrupt service to such Lot(s) during the hours which the businesses operated on such Lot(s) are open for business.

c. Signage Easements. Each of the parties hereto do hereby establish in favor of and reserve unto one another, for the benefit of all the Lots, non-exclusive easements under, through and across the areas depicted on the Plan as "Signage Easement Areas" (collectively, "Signage Easement Areas"). The aforesaid easement shall be for the installation, use, maintenance, repair and replacement of identification signs relating solely to the businesses conducted upon the Lots ("Signage Easement"); provided, in the event the applicable governing authority will permit the owner of Lot 1 to share space on its sign located on Oak Street with the owner of Lot 2 and so long as such shared use shall not result in any cost or expense to the owner of Lot 1, the owner of Lot 1 shall permit such use. All such signs and appurtenant facilities constructed upon or installed within the Signage Easement Areas shall be referred to herein as the "Signage Facilities." The Signage Facilities shall be installed initially by the owners of the respective Lots or their designated assign (with the owner of Lot 2 remitting payment to the owner of Lot 1 for any cost or expense resulting from the shared use of the sign), which shall be responsible for obtaining all necessary permits, and thereafter such Signage Facilities shall be

maintained proportionately by the Lot owners utilizing the Signage Facilities, based upon the ratio the square footage of the subject sign space bears to the square footage of the overall sign space. All installation and maintenance shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction over the Property. The Signage Easement shall include the right, but not necessarily the obligation, in favor of the owners of the Lots to (i) enter upon the Signage Easement Areas, at owners' sole cost and expense, in order to construct or otherwise install and maintain the Signage Facilities, and (ii) temporarily enter upon portions of the Property immediately adjacent to the Signage Easement Areas to the extent reasonably necessary for such owner to fully enjoy the Signage Easement.

d. Installation and Maintenance within Easements and Lien Rights. Each owner of a Lot utilizing any of the easements enumerated in subparagraphs a., b., or c., of this paragraph 3 for installation or maintenance work from time to time shall be obligated to give the owner of the affected portion of the Property at least ten (10) days' prior written notice of its intentions to enter upon the affected portion for purposes of exercising this easement right, and it shall also restore the Property to the condition existing prior to such work and such work shall be done at such times so as not to unreasonably interfere with the use of the Lots. Upon completion of any such work such Lot owner shall also immediately restore the Property to the condition existing prior to such work and such work shall be done at such times so as not to unreasonably interfere with the use of any of the Lots. In the event any owner of a Lot fails to remit payment for the cost of restoring the Lot to its original condition, the Lot owner making payment for such work may file a lien against the property of the Lot owner failing to complete such restoration pursuant to the authority granted by this Agreement and in the form specified in §713.08, F.S. Enforcement of any such lien shall be in accordance with the applicable sections of Chapter 713, including attorney's fees and court costs. Notwithstanding anything contained herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4. Stormwater Requirements. The owners of Lots 1, 2 and 3 shall develop their Lots and the improvements thereon in such a manner so as to provide for sufficient pollution abatement (water quality) of stormwater generated upon such Lot in volumes consistent with the requirements and regulations of the applicable governmental entities (such stormwater amounts hereinafter, the "Minimum Stormwater"). Each of the parties hereto do hereby establish in favor of and reserve unto one another, for the benefit of all the Lots, non-exclusive easements under, through and across the areas depicted on those certain areas designated on the Paving, Grading and Drainage Plan prepared by Avid Engineering, Inc. bearing project number 2703011 attached hereto as Exhibit "G" and incorporated herein by this reference (the "Drainage Plan"), as the discharge or retention area (the "Discharge Area") provided that no cost of reconfiguring the Discharge Area shall be borne by the owner of Lot 4. A Lot owner may convey stormwater in

excess of the Minimum Stormwater ("Outfall Stormwater") into the Discharge Area; provided, the Discharge Area shall not be expanded or relocated beyond its present location.

Each Lot owner shall be responsible, at its sole cost and expense, to install and maintain a drainage pipe, conveyancing lines, connections and related facilities, if required by the applicable governmental authority, of dimensions large enough to allow for the conveyance of the Outfall Stormwater from such owner's Lot to the Discharge Area ("Stormwater Facilities"). No Lot owner (other than the Owner of Lot 4) shall install such Stormwater Facilities outside the location of the Utility Easement Area. The Stormwater Facilities shall be installed and maintained in accordance with any and all applicable governmental permits, approvals, rules and regulations.

5. **Construction Liens.** No right or privilege of any party to enter upon the property of another shall permit or empower such party to encumber the property of another with construction liens for unpaid work, labor, supplies or materials. No party shall suffer or permit any construction lien to be filed against any property of another and, in the event of any such construction lien attaching, such party shall immediately have same removed. If any party causes or allows any construction liens to be filed against any property of another, and, thereafter, fails to remove same within thirty (30) days of such party's actual notice that said lien has been filed, then the owner of the property subjected to such lien, at its election, may pay and satisfy the same, or transfer same to other security, and in such event the party responsible for such lien arising shall reimburse to the owner of such property any and all sums so paid, including interest at the highest rate allowed by applicable law accruing from the date of payment by the owner of such property of the lien amount and including all reasonable costs and expenses incurred by the owner of such property in connection therewith, including attorneys', paralegal's and other professional's fees.

6. **Reserved.**

7. **Maintenance of Easement Facilities and Lots.** The owners of the Lots shall be responsible, on a pro rata basis (i.e., total building area on each Lot divided by total building area on all Lots) to maintain all Easement Facilities and Lots as delineated on the Plan in good condition and repair. Such maintenance shall include, without limitation, the foregoing:

a. Repairing and maintaining all Access Facilities, Utility Facilities and Stormwater Facilities (collectively the "Facilities") located upon the Lot as delineated on the Plan and constructed thereon.

b. Maintaining all surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

c. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

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d. Placing, keeping in repair and replacing, where necessary, appropriate directional signs, markers and lines;

e. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

f. Maintaining all perimeter walls in a good condition and state of repair, if any; and

g. Maintaining all landscaped areas, including, but not limited to, making such replacements of shrubs and other landscaping as is necessary, trimming, mowing, and edging all planted and grass areas so as to present a well-kept appearance, reasonably free from weeds and debris.

No owner of a Lot may waive or otherwise escape liability for the maintenance obligations contained in this paragraph by waiving its right to use, or not using, the Easement Facilities or by abandonment or non-use of its Lot. Any amounts owing by an owner pursuant to this paragraph and not paid in a timely manner shall bear interest from the date due at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

An owner's association ("Association") shall be established and administered by the owner of Lot 4 and all of the costs of the foregoing together with any reasonable administrative costs and overhead relative thereto (as approved by the owners of all Lots) will be billed to each owner of a Lot. In the event any owner of a Lot fails to remit payment for the costs permitted by this Agreement, the Association may file a lien against the property of the Lot owner failing to pay such sum pursuant to the authority granted by this Agreement and in the form specified in §713.08, F.S. Enforcement of any such lien shall be in accordance with the applicable sections of Chapter 713, including attorney's fees and court costs. Notwithstanding anything contained herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. **Casualty and Condemnation.** In the event all or any portion of any building on a Lot is (i) damaged or destroyed by fire or other casualty (whether insured or not), or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the owner of such Lot shall promptly, at its option, restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All portions of a Lot on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of any Lot or any portion thereof, shall be

covered by one inch asphalt, dust cap, seeded, sodded or covered by some other reasonable form of dust palliative, and shall be kept weed free and clean at the sole cost and expense of the owner of such Lot until buildings are reconstructed thereon.

9. **Indemnification.** Each owner of a Lot agrees to defend, indemnify and save the other owners of Lots harmless against and from any and all claims, suits, liabilities, damages, costs and expenses, including reasonable attorneys' fees (incurred at trial, on appeal or otherwise), because of personal injury or death of persons or damage to or destruction of property occurring in or on their respective Lot or buildings or improvements thereon (exclusive of the Easement Areas which shall be covered under insurance maintained by the Association). There shall be (i) included in each such indemnity the results of negligent or willful acts or negligent omissions of the respective indemnitor, or its invitees, employees, or agents, no matter where on the Property done or omitted to be done, and (ii) excluded from each such indemnity the results of negligent or willful acts or negligent omissions of the party otherwise indemnified or its employees or agents, no matter where on the Property done or omitted to be done. Each owner of a Lot hereby waives as against the other owners of Lots, any and all recovery in connection with the loss of or damage to property occurring in, on or about the Property resulting from fire and perils included in extended coverage insurance so long as the party in favor of whom the foregoing waiver is made is actually insured by an insurance company against fire and extended coverage perils.

10. **Hazardous Wastes.**

a. Each owner of a Lot shall indemnify each other owner of a Lot and hold each other owner of a Lot harmless from and against any and all losses, liabilities (including strict liability), damages, suits, proceedings, injuries, expenses, and costs including, without limitation, reasonable attorney's fees (incurred at trial, on appeal or otherwise), incurred or suffered by the indemnified party, or asserted against the indemnified party by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined hereinbelow) from the property of the indemnifying party upon, within, over or under the Lot owned by the indemnified party, including, without limitation, any losses, liabilities (including strict liability), damages, suits, proceedings, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees (incurred at trial, on appeal or otherwise) arising from any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance, unless same is caused by a person or entity other than the indemnifying party or the indemnifying party's tenants, licensees, contractors, agents, employees, officers, directors, partners or invitees.

b. For purposes of this Agreement, the term "Hazardous Substances" shall mean and include petroleum and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect.

11. **Unlawful activity.** No owner shall use, or permit the use of, any Lot, or any part thereof, or any building or improvement thereon, for any unlawful purpose or activity. Each owner shall comply with all applicable ordinances, rules and regulations affecting its use of its Lot.

12. **Other Restrictions.** No Lot shall be occupied or used, directly or indirectly, for the purposes of a massage parlor, tattoo shop, adult book or video store, or establishment featuring topless or nude entertainment, lingerie modeling or any other entertainment or products generally considered in the community as adult entertainment of a sexual nature.

13. **Use and Other Restrictions.** Lot 1 of the Property is subject to that certain Lease, dated _____ 1999, by and between Party One and the Eckerd Corporation ("Eckerd Lease"). For so long as the Eckerd Lease remains in effect, no other Lot can be utilized to conduct any business if the primary purpose of that business is that of a pharmacy or the sale of prescription drugs. Provided that other Lots may rent space to other businesses that sell pharmacy items or prescription drugs as an incidental side to their business (e.g. a national or regional grocery chain). Furthermore, no building constructed on a Lot 2 or 3, shall exceed thirty-five (35) feet in height measured from the highest point of any structure or facade attached to a building including but not limited to towers (attached or separated), roofs, peaks and facades.

14. **Owner's Obligations and Interests.** The owner of a Lot shall be responsible for compliance with all restrictions applicable to its Lot, notwithstanding the lease or other grant of right to use such Lot to another by such owner. Additionally, all rights and benefits accruing to a party pursuant to this Agreement with respect to a Lot may be assigned by such owner to any lessee or other beneficiary of a grant of right to use of the particular Lot.

15. **Default.**

a. **Notice and Cure.** If any owner of a Lot shall fail to comply with any provision applicable to it as set forth in this Agreement, then any other owner of a Lot, at its option, and with fifteen (15) days' prior written notice, may proceed to cure the default by the payment of money or the taking of other action for the account of the defaulting owner. The foregoing right to cure shall not be exercised if within the fifteen (15) day notice period (i) the

defaulting owner cures the default, or (ii) the default is of such a nature that it cannot reasonably be cured within that time period but the defaulting owner begins to cure such default within such time period and diligently pursues such action to completion. The fifteen (15) day notice period shall not be required if, using reasonable judgement, the owner giving notice deems that an emergency exists which requires immediate attention. In the event of such an emergency the owner giving notice shall give whatever notice to the defaulting owner is reasonable under the circumstances. Notwithstanding anything in the foregoing provisions of this subparagraph to the contrary, in no event shall any party be bound by any settlement or other non-legally adjudicated resolution of such a default unless such parties have agreed in writing to such settlement or resolution.

Within ten (10) days after receipt of written demand therefor (including providing copies of invoices reflecting costs) the defaulting owner shall reimburse the owner giving notice for any sum reasonably expended by the owner giving notice due to the default or in correcting the same, together with interest thereon at the rate of eighteen percent (18%) per annum, but not to exceed the highest rate then allowed by law, until paid.

As long as Eckerd is a tenant on Lot 1, Eckerd may exercise the rights of the owner of Lot 1 provided in this section 15.

b. Other Remedies. All remedies provided for in this Agreement as a result of a breach by any owner of a Lot of any provision of this Agreement, shall be deemed additional to any and all other remedies to which an owner of a Lot may be entitled in law or in equity (except that this Agreement may not be canceled, rescinded, or terminated on account of such breach), and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the restrictions and by decree to compel performance of any such restrictions, it being agreed that the remedy at law for any breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not necessarily adequate.

16. Covenants Run With the Land. Each restriction contained herein shall be appurtenant to and for the benefit of the Lots and shall be a burden thereon for the benefit of all the Lots and shall run with the land. This Agreement and the restrictions created hereby shall inure to the benefit of and be binding upon the parties and their respective successors in title to any of the Lots; provided, however, that if any party conveys fee simple title to its Lot, such party shall thereupon be released and discharged from any and all obligations in connection with such Lot arising under this Agreement to be performed or arising after the conveyance of said fee simple title but shall remain liable for all obligations arising under this Agreement prior to the conveyance of such title.

17. Duration. Except as otherwise provided herein, the covenants, easements, restrictions and undertakings created by this Agreement shall exist in perpetuity; provided,

restriction set forth in paragraph 13 shall be for the term of forty (40) years from the date hereof, or until the expiration or termination of the Eckerd Lease, whichever occurs later.

18. Amendments and Modifications. Each owner of a Lot hereby reserves unto itself the right to alter, amend, repeal or modify any provision in this Agreement pertaining to the location of the Easement Areas and the Easement Facilities located on a Lot owned by such party, without the necessity of obtaining the consent or approval of any persons whomsoever; provided that, any such relocation must not have any materially adverse effect on, materially interfere with any substantive rights of, or materially interfere with the business operations of, any owner of a Lot or its successors or assigns, and in the event of such an adverse effect or material interference, then the party seeking such relocation must obtain the consent or approval of only such party prior to such alteration, amendment, repeal or modification. Any action to alter or relocate any portion of the Easement Areas or Easement Facilities, as the case may be, shall be presumed to have not caused an adverse effect or material interference with the business operations of the owner of a Lot if, with respect to such Lot, the Easement Areas or the Easement Facilities, as the case may be, continue to be contiguous with such Lot on the same boundary as before.

This Agreement may also be amended by a written agreement by all parties, same to be deemed effective only when recorded in the Public Records of Osceola County, Florida. No consent to the amendment of this Agreement shall ever be required of any party whose interest is that of a lien or mortgage holder, any tenant or occupant, or any other third-party person.

Notwithstanding anything in the foregoing to the contrary, for so long as the Eckerd Lease is in effect, this Agreement may not be amended or modified in any manner that would adversely impact the rights or interests of the Eckerd Corporation under the Eckerd Lease without the prior written consent of the Eckerd Corporation.

19. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

20. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement. Any such breach, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and effective against such owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

21. Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

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22. **Attorneys' Fees.** In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or for the collection of any sums due and payable hereunder, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which cost and fees shall also include those caused by reason of any appellate proceeding or otherwise, from the non-prevailing party.

23. **Notice.** Any notices required to be given hereunder to any party shall be given by either (i) personal delivery, (ii) certified mail, postage prepaid, return receipt requested or (iii) overnight courier service that provides a receipt evidencing delivery of packages such as Federal Express. The notices to the parties shall be sent to the addresses set forth in the initial paragraph of this Agreement, or, in the event an address is no longer the current address of the addressee, at the option of the party sending the notice, same may be delivered to the building constructed on the Lot owned by such party. Notices shall not be deemed to have been delivered to the intended addressee until same are actually delivered to the location identified by the address.

24. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each party shall be considered a separate party, and no such party shall have the right to act as an agent for another party unless expressly authorized to do so herein or by separate instrument signed by the parties to be charged.

25. **Time.** Time is of the essence of this Agreement.

26. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

27. **Non-merger.** Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Property" by the same party at the same time shall not result in or cause the termination of this Agreement and, likewise, ownership by the same party at the same time of both the benefitted and burdened lands associated with any of the Easements shall not result in or cause the termination of any of such Easements.

28. _____. Notwithstanding anything contained herein to the contrary, any rights of Eckerd created herein shall be effective only upon recordation of a short form or

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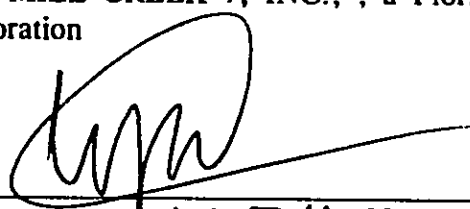
memorandum of lease and shall terminate at the earlier of (i) expiration or termination of the lease with Eckerd; or (ii) recordation of a termination of short form or memorandum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first hereinabove set forth.

WITNESSES:

"PARTY ONE"

ECK-MILL CREEK 7, INC., , a Florida corporation

By: Name: LEE J. MAHERTitle: CEO

[corporate seal]

STATE OF FloridaCOUNTY OF Orange

I HEREBY CERTIFY that the foregoing Agreement of Covenants, Restrictions and Easements was acknowledged before me this 28th day of September 1999, by Lee J. Maher, as President of Eck-Mill Creek 7, Inc., a Florida corporation, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced as identification.

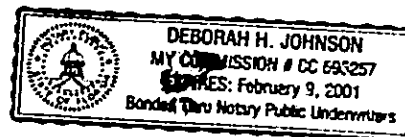

Signature of Person Taking
Acknowledgment

Print Name: Deborah H. Johnson

Notary Public

Serial No. (if any) _____

My Commission Expires: _____



WITNESSES:

"PARTY TWO"

Republic Bank, a Florida banking
corporation

Jayne L. Lawton
Name: JAYNE L. LAWTON

By: Michael E. Johnson
Name: Michael E. Johnson
Title: Sr. Vice President

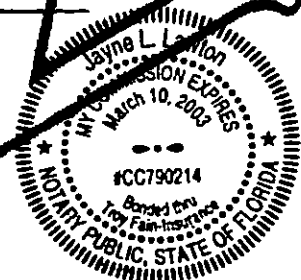
William J. Kimpton
Name: WILLIAM J. KIMPTON

[corporate seal]

STATE OF Florida
COUNTY OF Pinellas)
SS:

I HEREBY CERTIFY that the foregoing Agreement of Covenants, Restrictions and Easements was acknowledged before me this 29th day of September, 1999, by Michael E. Johnson, Sr. Vice Pres. of Republic Bank, a Florida banking corporation, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

Jayne L. Lawton
Signature of Person Taking
Acknowledgment
Print Name: JAYNE L. LAWTON
Notary Public
Serial No. (if any) _____
My Commission Expires: _____



CL 99143093

OR 1660/1486

WITNESSES:

"PARTY THREE"

Mill Creek, a Florida general partnership

Name: John C. SmithName: John C. SmithName: John C. SmithName: John C. SmithBy: Wayne SchoolfieldWayne Schoolfield
General PartnerBy: Dianne SchoolfieldDianne Schoolfield
General Partner

STATE OF FLORIDA)

) SS:

COUNTY OF Orange)

I HEREBY CERTIFY that the foregoing Agreement of Covenants, Restrictions and Easements was acknowledged before me this 28 day of September, 1999, by Wayne Schoolfield, as general partner of Mill Creek, a Florida general partnership, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced as identifier:

Signature of Person Taking

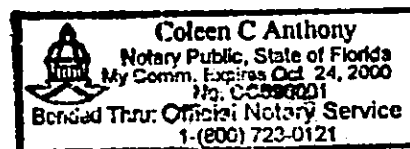
Acknowledgment

Print Name: Colleen C. Anthony

Notary Public

Serial No. (if any) CC-596001

My Commission Expires:



STATE OF FLORIDA)

COUNTY OF Orange) SS:

CL 99143093

OR 1660/1487

I HEREBY CERTIFY that the foregoing Agreement of Covenants, Restrictions and Easements was acknowledged before me this 30 day of Sept., 1999, by Wayne Schoolfield, as general partner of Mill Creek, a Florida general partnership, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

Coleen C. Anthony
Signature of Person Taking

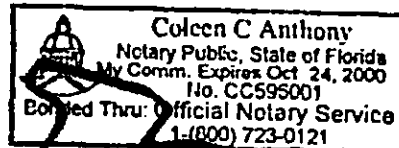
Acknowledgment

Print Name: Coleen C. Anthony

Notary Public

Serial No. (if any) CC 596001

My Commission Expires:



STATE OF FLORIDA)

COUNTY OF Orange) SS:

I HEREBY CERTIFY that the foregoing Agreement of Covenants, Restrictions and Easements was acknowledged before me this 30 day of Sept., 1999, by Dianne Schoolfield, as general partner of Mill Creek, a Florida general partnership, on behalf of said entity. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

Coleen C. Anthony
Signature of Person Taking

Acknowledgment

Print Name: Coleen C. Anthony

Notary Public

Serial No. (if any) CC 596001

My Commission Expires:

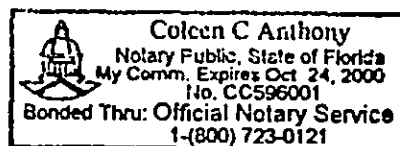


EXHIBIT "A"
(Lot 1)

Lot 1, Plat of Mill Creek Mall, according to the plat thereof as recorded in Plat Book 11,
Pages 104 and 105, Public Records of Osceola County, Florida.

CL 99143093

OR 1660/1488

COPY

EXHIBIT "B"
(Lot 2)

Lot 2, Plat of Mill Creek Mall, according to the plat thereof as recorded in Plat Book 11,
Pages 104 and 105, Public Records of Osceola County, Florida.

CL 99143093

OR 1660/1489

COPY

EXHIBIT "C"
(Lot 3)

Lot 3, Plat of Mill Creek Mall, according to the plat thereof as recorded in Plat Book 11,
Pages 104 and 105, Public Records of Osceola County, Florida.

CL 99143093

OR 1660/1490

COPY

EXHIBIT "D"
(Lot 4)

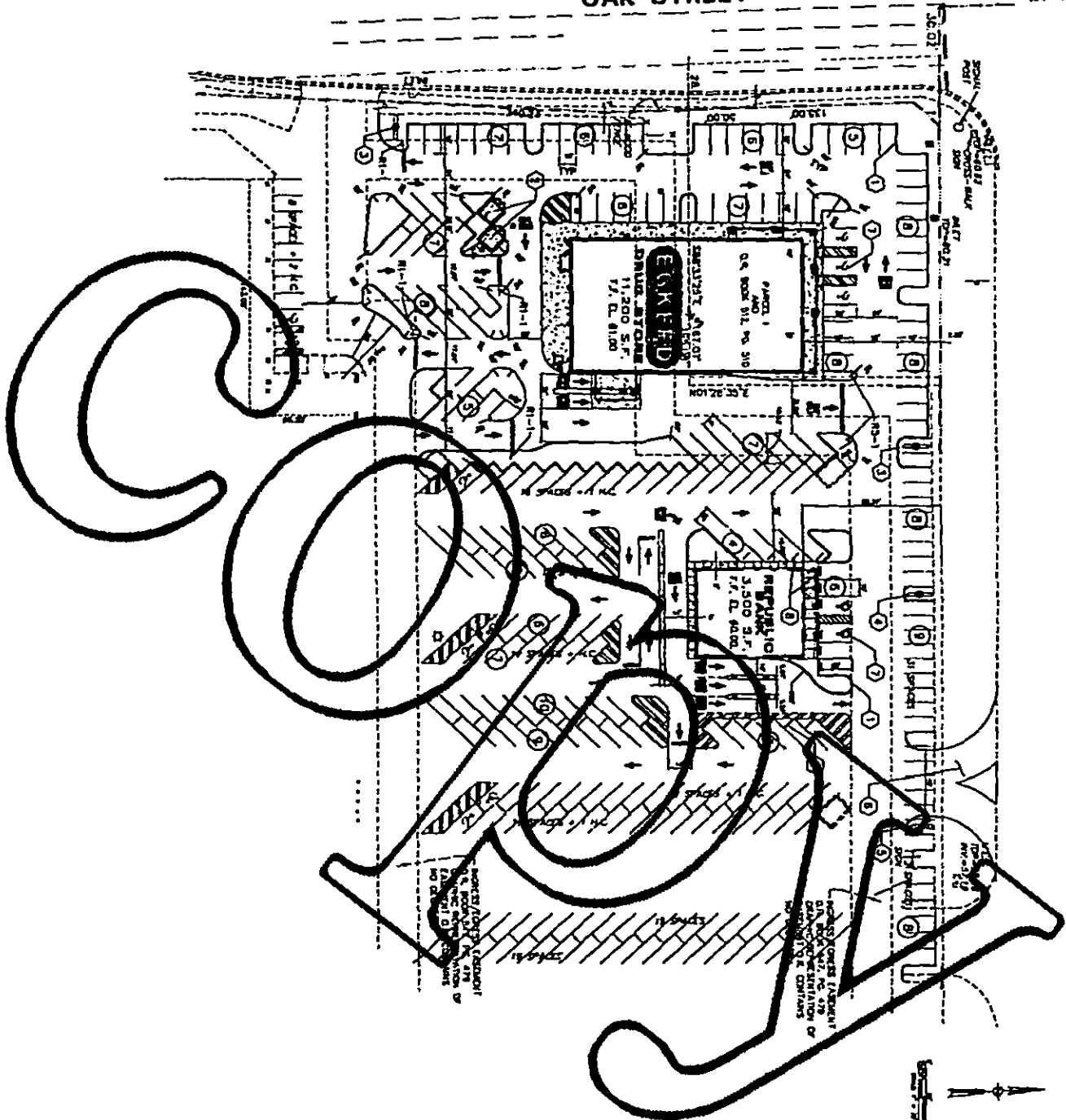
Lot 4, Plat of Mill Creek Mall, according to the plat thereof as recorded in Plat Book 11,
Pages 104 and 105, Public Records of Osceola County, Florida.

CL 99143093

OR 1660/1491

COPY

OAK STREET



WITNESS

1. ☐ **Personal Information**
 Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: (____) _____
 E-mail: _____
 2. ☐ **Business Information**
 Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: (____) _____
 E-mail: _____
 3. ☐ **Product Information**
 Product Name: _____
 Quantity: _____
 Price: _____
 Total: _____
 4. ☐ **Shipping Information**
 Shipping Method: _____
 Shipping Address: _____
 City: _____ State: _____ Zip: _____
 Phone: (____) _____
 E-mail: _____
 5. ☐ **Payment Information**
 Payment Method: _____
 Payment Amount: _____
 Total: _____
 6. ☐ **Other Information**
 Comments: _____
 Signature: _____
 Date: _____

References

- [illegible]

DISCUSSION

- THESE POLYMER SPIN BALLS OF 1/2" TO 1" WITH 4" WIRE FRAME
 ARE IDEAL FOR OUTDOOR PLAY
 TAKING LONG BALLS OF STAPLES WITH 1" WIRE
 SPINNING AT 8' CIRCLES ON A 4" WIRE.

PROPOSED TAKEOUT NOTES

- THE UNIVERSITY OF CHICAGO**

CONSTRUCTION NOTES

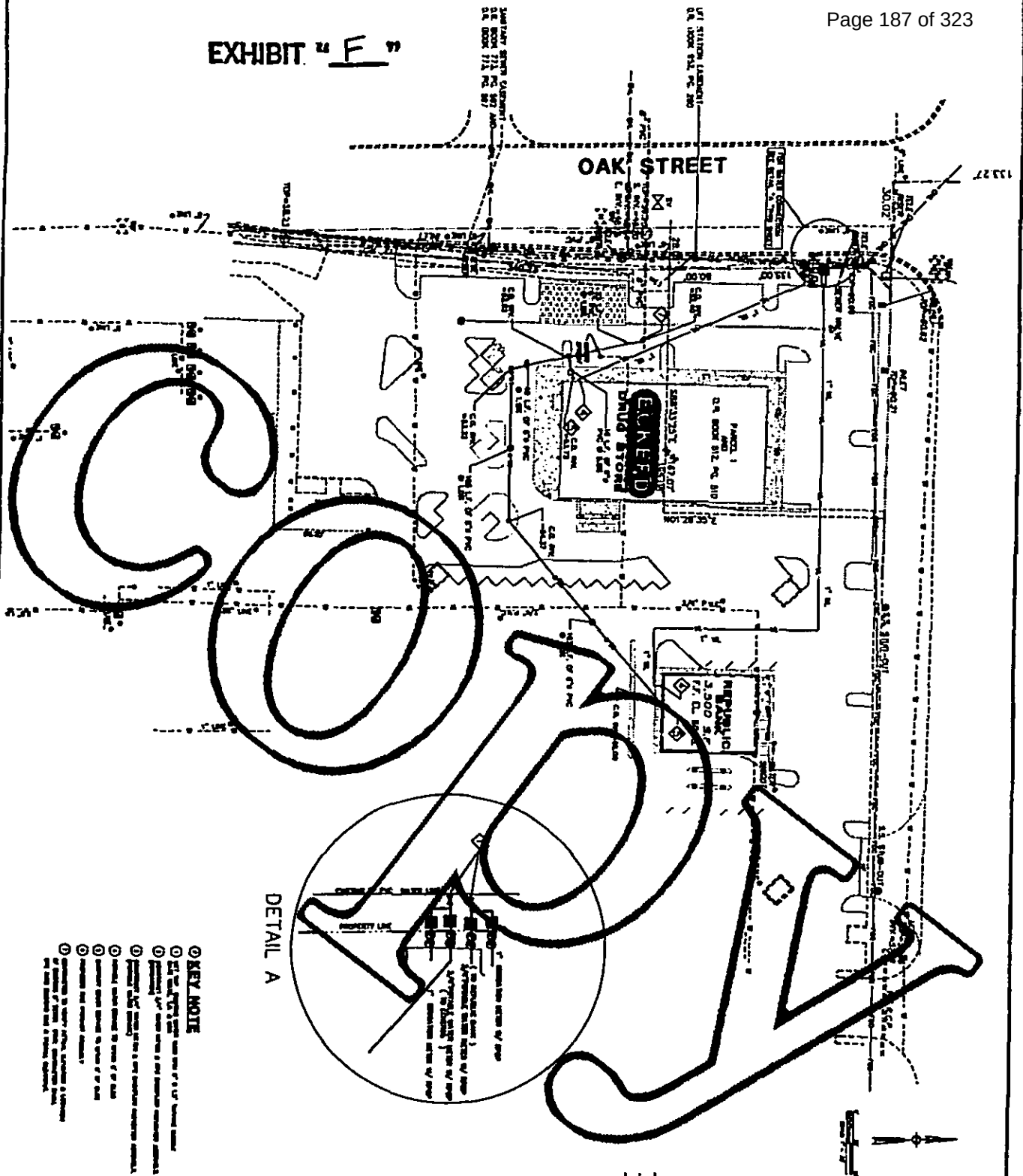
- REALLY NEW! SPECIAL! SPECIAL! SPECIAL! SPECIAL!**
FOR 99¢ ONLY!

KEY WORDS

- ① 1997 census shows 100% OOC status
- ② decreasing population (not activity)
- ③ declining PPA in lake
- ④ increased disease PPA in lake
- ⑤ not related with PPA in lake
- ⑥ increasing in numbers
- ⑦ numbers falling (PPA just at lake)
- ⑧ numbers rising (PPA just at activity)

4	MILL CREEK MALL RE-DEVELOPMENT KISSIMMEE, FLORIDA	UNICORP NATIONAL DEVELOPMENTS, INC.	Project Name 1000 N. MILL CREEK, SUITE 100 KISSIMMEE, FLORIDA 34741 (813) 841-1111 FAX (813) 841-1112 WWW.UNICORPGROUP.COM	Scale 1" = 30' Drawing No. KRC Project Number NMT Date 2/27/2011	NO. DATE DESCRIPTION BY
	SITE PLAN	AEI AEI ENGINEERING, INC. 341 Highway 9 - Pompano - North Highway Pompano Beach - Pompano Beach (954) 781-1111 FAX (954) 781-1112 WWW.AEIENGINEERING.COM	NO. DATE DESCRIPTION BY		

EXHIBIT " F "



DETAIL A

- KEY NOTE**
- 1. ALL UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 2. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 3. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 4. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 5. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
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 - 7. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 8. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 9. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
 - 10. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.

UTILITY LEGEND

- 1. ALL UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 2. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 3. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 4. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 5. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 6. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 7. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 8. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 9. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.
- 10. UTILITIES SHOWN ARE BASED ON A 1" = 10' SCALE.

MILL CREEK MALL RE-DEVELOPMENT
KISSIMMEE, FLORIDA

UNICORP NATIONAL DEVELOPMENTS, INC.

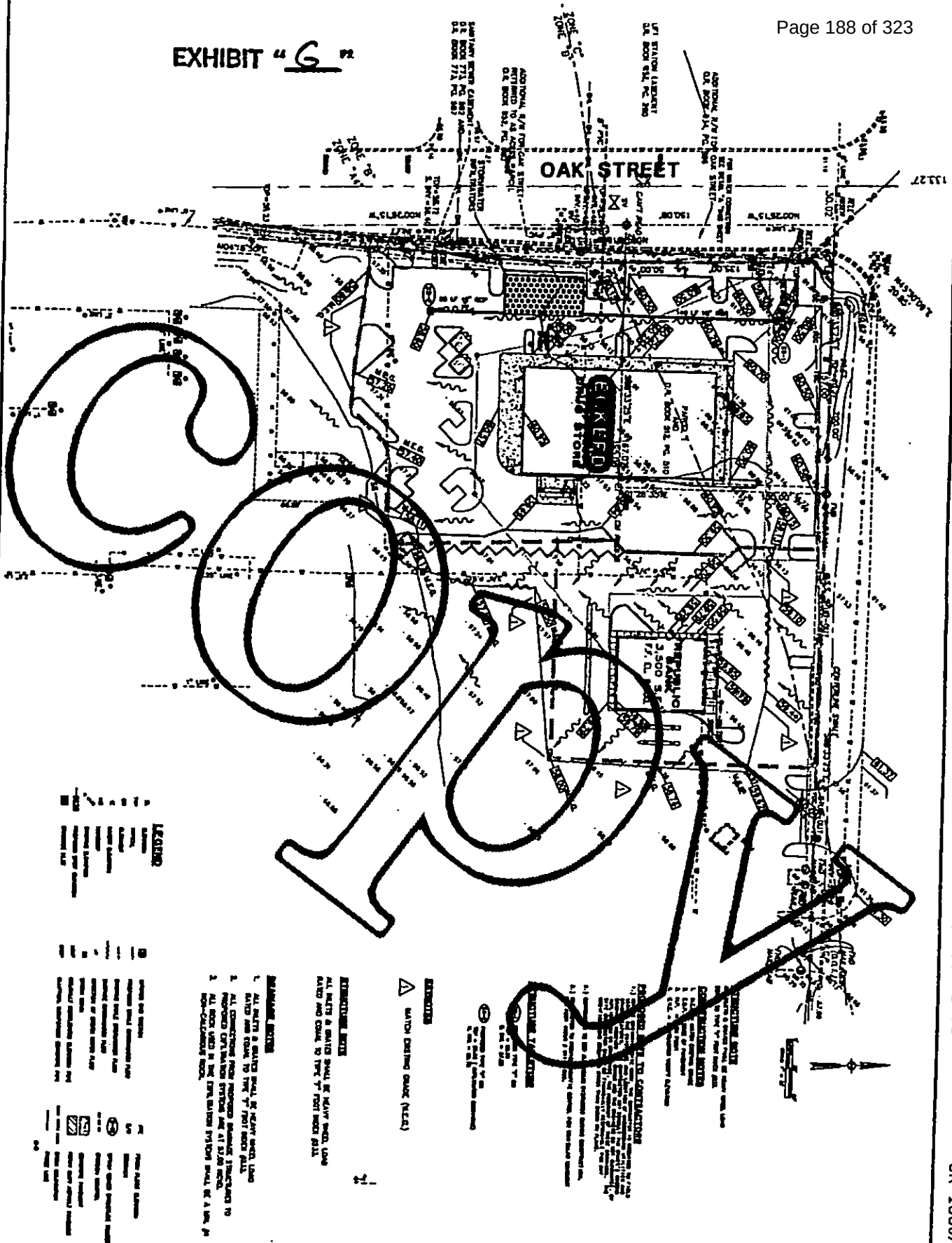
AND ENGINEERS, INC.

UTILITY PLAN

6

CL 99143093

OR 1660/1493



CL 99143093

OR 1660/1494

	MILL CREEK MALL RE-DEVELOPMENT KISSIMMEE, FLORIDA	UNICORP NATIONAL DEVELOPMENTS, INC.  AEI AND ENGINEERING, INC. 2540 N. W. 10th Ave., Suite 200 Fort Lauderdale, FL 33311 Tel. (305) 555-2222 Fax (305) 555-2222	This plan and each of the sheets it contains shall remain the property of the Engineer and shall not be used for any other project without the written consent of the Engineer.	Project No. 10-301 City KISSIMMEE Project Name PAVING, GRADING AND DRAINAGE PLAN Date 2/13/2011	SHEET NO. 10-301 PROJECT NO. 10-301
	PAVING, GRADING AND DRAINAGE PLAN	Old Highway - New - Traffic Signal Intersecting Highway - Intersecting Highway State FLORIDA County OSCEOLA City KISSIMMEE	This plan and each of the sheets it contains shall remain the property of the Engineer and shall not be used for any other project without the written consent of the Engineer.	Project No. 10-301 City KISSIMMEE Project Name PAVING, GRADING AND DRAINAGE PLAN Date 2/13/2011	SHEET NO. 10-301 PROJECT NO. 10-301

ITEM 7.A

APPROVAL OF INTERLOCAL AGREEMENT BETWEEN CITY OF KISSIMMEE AND TOHO WATER AUTHORITY RELATING TO UTILITY LINE RELOCATION FOR THE MIRADOR AT WOODSIDE APARTMENTS

Request

Approval of an interlocal agreement with the Toho Water Authority regarding the Utility Line Relocation project at the Mirador at Woodside Apartments

Explanation

The Public Works and Engineering Department and Toho Water Authority (Toho) desire to enter into an interlocal agreement for utility line relocation work that is part of the Woodside Drainage Improvements Project. This project will upsize a major stormwater trunk line serving this area to resolve drainage issues and conflicts with water and sewer utilities owned by Toho. The agreement enables the City's engineer and contractor to design and perform the work to relocate the conflicting lines with any costs related to the water and sewer line relocation to be funded by Toho. This agreement was approved by the Toho Water Authority Board on September 8, 2021.

Recommendation

Approval of the interlocal agreement with the Toho Water Authority for Utility Line Relocation at the Mirador at Woodside Apartments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Interlocal Agreement Woodside Apartments Water & Sewer Utility Relocation - Final Approved TOHO 09-09-2021

INTERLOCAL AGREEMENT
between the
CITY OF KISSIMMEE and TOHO WATER AUTHORITY
relating to
UTILITY LINE RELOCATION
for the
MIRADOR AT WOODSIDE APARTMENTS

This is an Interlocal Agreement between the City of Kissimmee, Florida, a municipal corporation (the “City”), and Tohopekaliga Water Authority, an independent special district created pursuant to Chapter 189, Florida Statutes, and by special act of the Florida Legislature (“Toho”), through its Board of Supervisors, and each party to this Interlocal Agreement represents as follows:

Whereas, the City plans to upsize a stormwater trunk line located on Osceola County Property Appraiser Parcel 20-25-29-1995-0001-00D0 and which serves property on which the Mirador at Woodside Apartments is located (the “Stormwater Project”).

Whereas, there are certain areas where Toho’s existing water and sewer utility lines conflict with the Stormwater Project and will require Toho to relocate the conflicting portions of the water and sewer utility lines.

Whereas, Section 166.021, “Powers” in Chapter 166 of the Florida Statutes, the “Municipal Home Rule Powers Act,” authorizes the City to exercise any power for municipal purposes, except when expressly prohibited by law.

Whereas, Section 10(1), Laws of Florida 2003-368, authorizes Toho to enter into interlocal agreements to provide for and maintain its facilities.

Whereas, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” as amended, authorizes local government units to enter into interlocal agreements for the mutual benefit of the governmental units.

Whereas, Toho will assume the costs to be incurred for the relocation of the Toho water and wastewater utility lines which conflict with the Project and has requested the City to include in the construction of the Project certain plans and specifications to meet Toho’s needs (the “Toho Utility Project”); collectively, the Toho Utility Project and the Stormwater Project is referred to as the “Joint Project.”

Whereas, the plans for the Joint Project have been reviewed by the City and Toho and are acceptable to both parties.

Whereas, the City and Toho have determined that it will serve the public interest and it is to the economic advantage of both parties to enter into this Interlocal Agreement for cooperation in the construction of the Joint Project.

Now therefore, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the City and Toho agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Cooperate in Construction of Joint Project. The City and Toho shall cooperate in the construction of the Joint Project and shall coordinate the efforts of their contractors as is set out more fully in this Interlocal Agreement.

Section 3. Compliance with Applicable Laws and Regulations. Upon completion of the bidding process set forth in Section 5 of this Interlocal Agreement, the City will issue a Right-of-Way Utilization Permit to the contractor selected by Toho for construction of the Toho Utility Project. Construction of the Toho Utility Project must be performed in accordance with all applicable laws, ordinances and regulations of the City's Land Development Code, and standards and specifications that Toho will issue for the Toho Utility Project ("Toho Utility Specifications").

Section 4. Preparation of Plans. Toho has retained a consultant to prepare the design, plans, and specifications for the Toho Utility Project. Toho's consultant will prepare all permit applications and submit such applications to the appropriate government entity for processing of the necessary construction permits related to the Toho Utility Project.

The City and Toho shall coordinate the development of any design-related or construction-related changes to the Stormwater Project plans and Toho Utility Project plans. Costs associated with any errors, omissions, or changes in the design of the Stormwater Project plans is the responsibility of the City and the costs associated with any errors, omissions, or changes in the design of the Toho Utility Project plans is the responsibility of Toho.

Section 5. Bid Requirements and Contracting. The City and Toho agree to use separate contract documents for the Stormwater Project and the Toho Utility Project. However, both the City's contract documents and Toho's contract documents must include the Toho Utility Project specifications. In all contract documents, the design of the Stormwater Project and Toho Utility Project will be shown and presented on the same set of plans.

The City and Toho shall make a good faith effort to award the contract for the Stormwater Project and the contract for Toho Utility Project to the same most responsive and responsible bidder. The City and Toho will prepare bid packages for there respective projects. The City shall, pursuant to its established purchasing policies and procedures, advertise for and receive bids for the Stormwater Project and Toho Utility Project simultaneously. The specifications for the Stormwater Project and Toho Utility Project will be separately identified. Any person or firm desiring to bid will be required to provide a separate bid for Toho Utility Project and a separate bid for the Stormwater Project.

If the two contracts for the Stormwater Project and the Toho Utility Project cannot be awarded to the same bidder, according to the criteria set forth in the City's or Toho's purchasing policies and procedures, then the City may award the Stormwater Project to the lowest, most

responsive and responsible bidder, and Toho may award the Toho Utility Project contract to the most responsive and responsible bidder submitting the lowest bid therefore.

The City and Toho reserve the right to reject any and all bids and to waive formalities.

Section 6. Design Reimbursement and Construction Cost Sharing. The City and Toho agree to the following design reimbursements and construction cost sharing:

(a) The City agrees to allow Toho to utilize the design survey prepared by the City's consultant for the Stormwater Project at no expense to Toho. Toho agrees that if the Toho Utility Project requires additional survey work, not completed as part the of Stormwater Project, Toho will pay for the cost of the additional work.

(b) The City and Toho agree to include as a separate pay item or within the individual pay items in their respective bids mobilization and maintenance of traffic. In addition, all general condition related costs will be separated to the maximum extent possible.

(c) In areas where both Toho Utility Project construction and Stormwater Project storm water management system construction require removal of unsuitable materials, the City and Toho shall equally share the cost of unsuitable material removal and replacement material on a pro-rated basis according to impact.

(d) The City and Toho agree that each agency shall provide its own construction management and inspections for their respective construction projects.

Section 7. Project Coordination.

(a) Toho will make available all engineering, inspection, testing, administration, and supervision services related to Toho Utility Project, and will make available to the City's design engineer progress reports, records, and updated construction schedules. All field survey control for Toho Utility Project will be furnished by Toho. City and Toho must coordinate the work of Toho's contractor(s) for the Toho Utility Project and the work of the City's Project contractor(s) with each other and with other utilities or their contractor(s) in such a way as to ensure that Toho Utility Project and the Stormwater Project are constructed according to the plans, specifications, and schedules agreed upon by the City and Toho.

(b) All information related to, and all change orders or supplemental agreements pertaining to, the Toho Utility Project must be made available to the City by Toho, at the expense of the City, and all information related to, and all change orders or supplemental agreements pertaining to, the Stormwater Project must be made available to Toho by the City at the expense of Toho.

(c) City and Toho shall each additionally:

1. Acquaint all contractor(s) with the schedule and stress items of work and materials that are critical to the coordination and completion of the Stormwater Project and the Toho Utility Project.
2. Discuss the schedule with potential contractors before bidding and at the pre-bid conference(s), and review each potential contractor's submission and qualifications with regard to the ability of each of the contractors to perform the work in a good and workmanlike manner and to complete the work in the time set forth in the contract documents.
3. Include provisions in all contracts related to the Joint Project that require contractors to meet the Joint Project schedule as applies to each respective contractor.
4. Provide administrative, management, supervision, and related services as required to coordinate work of the contractors with each other to complete the projects in accordance with the contract documents and specifications.
5. Provide sufficient organization, personnel, management and supervision to carry out the requirements of the work.

Section 8. Administration Facilities. The City and Toho must each provide its own separate construction administration facilities, as may be required. Toho shall waive all water and sewer impact fees for the City's temporary field office.

Section 9. Other Utility Construction. The owner of a utility lying within the Joint Project area which is in conflict with the Stormwater Project or the Toho Utility Project must be required to relocate the utility at its own expense, unless the conflicting utility lies within its own private easement. If the utility lies within its own private easement and conflicts with the Stormwater Project, then the City must bear the cost of relocation of the utility. Or, if the utility lies within its own private easement and conflicts with the Toho Utility Project, then Toho must bear the cost of relocation of the utility. Or, if the utility lies within its own private easement and conflicts with both the Stormwater Project and the Toho Utility Project, the City and Toho shall each bear its own cost of relocating the utility. Notwithstanding the foregoing, if the utility lies within a public easement which provides that the City shall pay the costs for utility relocation, then the City shall pay the relocation costs attributable to the Joint Project. In any event, the City and Toho shall coordinate their efforts in the relocation of conflicting utilities in a manner that does not cause unnecessary delay to the Toho Utility Project contractor(s) or the Stormwater Project contractor(s).

Section 10. Damage to Installed Utilities or Other Work. Damage to installed portions of the Toho Utility Project caused by the City's construction must be replaced by City or its Stormwater Project contractor(s) at no cost to Toho, provided Toho Utility Project work which was damaged was installed according to schedules and specifications agreed upon by the City and Toho. Damage to installed Stormwater Project work caused by the Toho Utility Project construction must be replaced by Toho or its Toho Utility Project contractor(s) at no cost to the

City, provided the Stormwater Project work which was damaged was installed according to schedules and specifications agreed upon by the City and Toho.

Section 11. Maintenance of Constructed Toho Utility Project. Upon completion and acceptance by Toho of the Toho Utility Project work, Toho shall own, control, and be responsible for all Toho Utility Project improvements (the "Utility Improvements"). Additionally, Toho will maintain and keep in good repair all of Toho Utility Project facilities or utilities serving the Mirador Woodside Apartments so as to comply with all provisions of law and City ordinances, resolutions, and applicable previous agreements between the parties to this Interlocal Agreement.

Section 12. Maintenance of Constructed Stormwater Project. Upon completion and acceptance of the Stormwater Project work, the City will own, control, and be responsible for all Stormwater Project improvements, except for any Utility Improvements constructed as part of the Stormwater Project. The City must maintain and keep in repair all of such constructed Stormwater Project Improvements so as to comply with all provisions of law and of City ordinances, resolutions, and applicable previous agreements between the parties to this Interlocal Agreement. The City is not responsible to maintain any portion or segment of the Toho Utility Project.

Section 13. Liability and Insurance. Both the City and Toho are responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers and employees acting within the scope of their employment. In addition, each party is subject to the provisions of Section 768.28, Florida Statutes. Neither this provision nor any other provision of this Interlocal Agreement shall be construed as a waiver of sovereign immunity of either party.

Both the City and Toho must acquire and maintain throughout the term of this Interlocal Agreement such general liability insurance, automobile insurance, and worker's compensation insurance as required by their current rules and regulations. Each party must require their respective contractor(s) and subcontractors of every tier to procure and maintain for the term of this Interlocal Agreement, including renewals, worker's compensation insurance, commercial general liability insurance, comprehensive automobile liability insurance, and umbrella liability insurance as required by their current rules and regulations. The contractor(s) and subcontractor(s) of every tier for both parties must name both the City and Toho as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies except for the worker's compensation policy.

Section 14. Disclaimer of Third-Party Beneficiaries. This Interlocal Agreement is for the benefit of the City and Toho and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

Section 15. Effective Date; Recording of Interlocal Agreement. This Interlocal Agreement will be effective on the date recorded with the clerk of the Circuit Court in and for Osceola County, Florida, in accordance with Subsection 163.01(11), Florida Statutes (the "Effective Date"). The City is responsible recording a fully executed original of this Interlocal Agreement.

Section 16. Term and Termination. The term of this Interlocal Agreement begins on the Effective Date and will continue until completion of construction of the Joint Project unless earlier terminated by mutual agreement of the City and Toho.

Section 17. Indemnification. Toho, to the extent provided by law, shall defend, save, and hold harmless the City from any and all legal actions, claims or demands by any person or legal entity against the City arising out of any negligent act of Toho's officers, employees, servants, or agents, during construction of the Toho Utility Project. The City, to the extent provided by law, shall defend, save, and hold harmless Toho from any and all legal actions, claims, or demands by any person or legal entity against Toho arising out of any negligent act of the City's officers, employees, servants, or agents during construction of the Stormwater Project.

Section 18. Notices. When either party desires to give form notice to the other concerning this Interlocal Agreement, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery, or by overnight carrier, and addressed to the party for whom it is intended, at the place last specified. For the present, the parties designate the following as the respective places for giving of notice:

For the City

City of Kissimmee
101 North Church Street
Kissimmee, Florida 34741
Attn: City Manager

For Toho

Tohopekaliga Water Authority
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attn: Executive Director

Section 19. Contract Administration.

(a) The City's Director of Public Works and Engineering or a designee shall, on behalf of the City, be responsible for the day-to-day administration of this Interlocal Agreement, and for administration of construction contracts entered into pursuant to this Interlocal Agreement.

(b) Toho's Director of Engineering Services or a designee shall, on behalf of Toho, be responsible for the day-to-day administration of this Interlocal Agreement, and for administration of construction contracts entered into pursuant to this Interlocal Agreement.

Section 20. Amendments. The parties agree that no modification, amendment, or alteration in the terms or conditions contained in this Interlocal Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 21. Remedies. The parties expressly agree that the consideration, in part, for each of them entering into this Interlocal Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of a party to perform its obligations under this Interlocal Agreement, the parties have only the following remedies available against each other: (i) action for specific performance, (ii) action for injunction, (iii) action for declaratory judgment regarding the rights and obligations of the parties; or (iv) any combination of the foregoing. The parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Interlocal Agreement.

Section 22. Attorney's Fees; Waiver of Jury Trial; Venue. In the event that the City or Toho is required to enforce this Interlocal Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the parties shall be responsible for their own attorneys' fees and costs of prosecuting or defending the action. The parties agree to waive trial by jury in any litigation arising out of this Interlocal Agreement. Venue for any litigation arising from this Interlocal Agreement shall lie in state court in Osceola County, Florida.

Section 23. Arm's Length Transaction. The parties recognize that each contributed to the preparation, review, negotiation, and final drafting of this Interlocal Agreement. Accordingly, in construing this Interlocal Agreement, no provision of the agreement may be construed in favor of either party by virtue of the preparation, drafting, or negotiation.

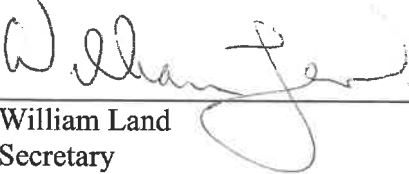
Section 24. Independent Contractors. This Interlocal Agreement does not create an employee/employer relationship, joint venture, partnership, or other legal entity between the parties. Each party will retain sole and absolute discretion in the judgment of the manner and means of carrying out that party's activities and responsibilities hereunder.

Section 25. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the City and Toho have made and executed this Interlocal Agreement on the respective dates under each signature: City of Kissimmee by its Mayor, and Tohopekaliga Water Authority, through its Board of Supervisors, signed by and through its Chairman, each authorized to execute same.

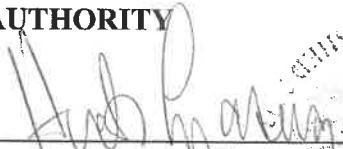
[signatures on the following page]

ATTEST



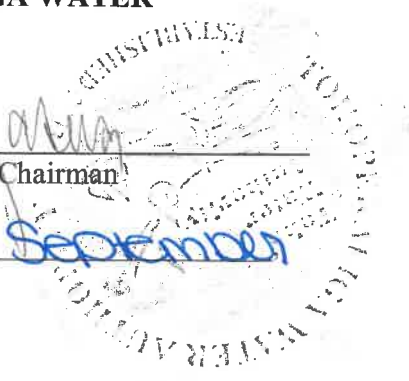
William Land
Secretary

**BOARD OF SUPERVISORS
TOHOPEKALIGA WATER
AUTHORITY**



Hector Lizasuain, Chairman

This 8 day of September
2021



ATTEST

Linda Hansell, City Clerk

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez, Mayor

This _____ day of _____,
2021

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

ITEM 7.B

GROUND LEASE AT THE AIRPORT'S BUSINESS AIRPARK WITH LEADERS AIRPORT INVESTMENTS, LLC

Request

Approval for a ground lease for a land parcel located at the Airport's Business Airpark to construct two aircraft hangars.

Explanation

Leaders Airport Investments, LLC desires to enter into a ground lease agreement for a parcel of land located at the Airport's Business Airpark (Parcel# 19-25-29-1553-0001-FD10), to construct two (2) aircraft hangars for aircraft storage. The aircraft hangars will consist of approximately 15,000 square feet each, which include interior office space. This lease will also include 30 parking spaces and approximately 12,000 square feet of paved aircraft operations area (AOA).

The term of this lease will be for a thirty (30) year period, with the period commencing on the first day of October 2021 and ending on the last day of September 2051.

The costs to construct the facility, including design, airspace study, vehicle parking, and street access will be at the sole cost and expense of the Lessee. The value of the improvements and investment by the Lessee on the Site will be approximately \$2,500,000.00.

Recommendation

Staff recommends Commission approval for a ground lease with Leaders Airport Investments, LLC for land located at the Airport's Business Airpark to construct two aircraft hangars.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. FINAL LEADERS AIRPORT INVESTMENTS, LLC Ground Lease 9.2021._

**LEASE FOR
CITY OF KISSIMMEE AND LEADERS AIRPORT INVESTMENTS, LLC**

THIS LEASE AGREEMENT (the “AGREEMENT”) is made this ____ day of _____, 2021 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “**Lessor**” or “**City**” and **LEADERS AIRPORT INVESTMENTS LLC**, a Florida Corporation, whose address is 1120 Carlton Avenue, Suite 1300, Lake Wales, Florida 33853, hereinafter referred to as “**Lessee**.” City and Lessee are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, City is the owner of certain improvements to real property, Parcel 19-25-29-1553-0001-FD10, located at the Kissimmee Gateway Airport, a municipal airport of the City of Kissimmee, Florida (the “**Airport**”); and

WHEREAS, the City desires to lease to Lessee, and the Lessee is desirous, willing and able to enter into a lease from Lessor to construct two (2) aircraft hangars with office spaces, automobile and aircraft parking on land located at the Kissimmee Gateway Airport, pursuant to the terms of this Agreement.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED HANGAR PREMISES.** Lessor leases to Lessee the premises located at the Airport, more particularly described, attached, and hereby incorporated by reference as “**Exhibit A.**”
- B. **CONDITION OF PREMISES.** Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in its present condition. Lessee further warrants that the Leased Premises is suitable for Lessees proposed use described herein.
- C. **RE-ADJUSTMENT OF PREMISES.** This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United State of America, the State of Florida, or the County of Osceola, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or

changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, then Lessee shall have the option to terminate this Lease.

Notwithstanding the foregoing provisions of this Section C, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Leased Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the City.

PART TWO TERM OF LEASE

- A. PRIMARY TERM. The term of this Lease shall be for a thirty (30) year period, with the period commencing on the first day of **October 2021** and ending on the last day of **September 2051**.
- B. RENEWAL OPTION. Provided Lessee is not in default of the Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term. Upon receipt of the extension option the parties shall negotiate the rent for the renewal period based on an appraisal as set forth in PART THREE, Paragraph B. Provided Lessee is not in default of the Agreement at the end of the first renewal option, Lessee may have the option to renew the lease or revert the facility to the Lessor.
- C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. RENT. The initial net rent under this Lease for the Leased Premises is **\$17,424.00.00** per year, payable monthly ("Annual Rent") plus sales tax and any other applicable tax including property tax. The following sum shall be payable monthly, in advance, in the amount of **\$1,452.00** ("Monthly Rent") plus said taxes. Payment of rent will commence on

May 1, 2021, as defined in MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KISSIMMEE AND LEADERS INVESTMENT GROUP (Dated December 3, 2019). Located as “**Exhibit C.**”

Monthly Rent will be due on the first day of every month (“Due Date”) and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. The initial net Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

- B. **RENT ADJUSTMENTS.** Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (“Price Index”) as published by the United States Department of Labor’s Bureau of Labor Statistics. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three (3) years from the Effective Date and every year thereafter, with the exception of every fifth (5th) year as set forth below, (“CPI Adjustment Year”), the parties hereto will compare the price index for said year with the price index for 2021 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for May, 2021, but shall never decrease.

Notwithstanding the above, beginning five (5) years from the Effective Date and every fifth year thereafter (“Appraisal Year”) the City may obtain an appraisal of the Leased Premises from an MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Lessee of their intention to invoke the right of obtaining an appraisal, sixty (60) days prior to seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Lessee improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located at the Airport (the “Fair Market Value”). The City shall select a qualified appraiser (“Appraiser”) and notify Lessee of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Lessee and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an “MAI” appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and

shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. PAYMENT OF SALES TAX. Lessee shall be liable at its sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes.

PART FOUR PROPOSED PROJECT

- A. PROPOSED PROJECT. Lessee desires to construct two (2) aircraft hangars with office spaces (“**Hangars**”), on the Leased Premises on the Kissimmee Gateway Airport, (“**Exhibit B**”).
- B. FACILITY SPECIFICATIONS. Each Hangar dimension will be approximately 15,000 square feet. Proposed dimensions of the structure are 120 feet wide, 135 feet long and door opening height at least 20 feet high.
1. The proposed site plans to be developed and permitted uses for the Leased Premises shall be subject to final approval by the City and in compliance with the City’s Codes and Ordinances. The Facility must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City’s land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting.
 2. The Facility shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Facility.
 3. The Facility colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.
 4. Any alterations to the Facility must be approved by the City.
- C. LEASED AUTO PARKING PREMISES. Lessor desires to construct onsite parking of automobiles, which includes approximately 30 parking spaces for automobiles located directly west and adjacent to the Hangars (“**Auto Parking**”) as depicted in Exhibit B, attached hereto and incorporated herein.
- D. LEASED AIRCRAFT PARKING AREA. Lessor desires to construct approximately 12,000 square feet of paved aircraft operations area (“**AOA**”) as depicted in Exhibit B; which Lessee will take measures, at Lessee’s expense, to ensure any aircraft operated on the leasehold do not generate propeller wash that will cause dust or debris to be blown onto vehicles parked on the adjacent leasehold. Lessee agrees that Lessor may direct Lessee to

redirect and relocate Lessees entire inventory of aircraft and automobile parking to other locations on or about the airport as directed by the Director of Aviation (“**Director**”) during any declared emergency or crisis as determined by the Director. Lessor agrees to make every attempt to order relocation of lessee’s aircraft and vehicles in such a manner as to allow lessee to accomplish relocation in the course of normal operations and so as not to cause Lessee to incur any unreasonably increased expenses or liabilities associated with the act of relocation.

The Hangars, Auto Parking and AOA shall collectively be referred to as the “**Leased Premises**” and is located on the parcel survey more particularly described, attached, and hereby incorporated by reference as “**Exhibit B.** ”

- E. COST. The cost to construct the Facility, including design, airspace study, and vehicle parking and street access will be at the sole cost and expense of the Lessee. The value of the improvements and investment by the Lessee on the Site will be approximately \$2,500,000.00. The Parties acknowledge that this will be a metal building.
- F. USE OF EXISITNG IMPROVEMENTS. Upon the Effective Date of this Agreement, the Lessee will be authorized to have access to the Site and use of the Existing Improvements to determine the design and feasibility of the Proposed Project. Prior to accessing the Site and commencement of any construction activities contemplated hereby Lessee shall obtain, or shall cause its agents and contractors, as applicable, to obtain, and at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly out of such activities. Said insurance shall be issued by solvent, reputable and A-rated or better insurance companies licensed to transact business and in good standing in the state of Florida, naming the City as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.
- G. RECORD KEEPING. Lessee’s project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases.

PART FIVE PAYMENTS

- A. TIME AND PLACE OF PAYMENT. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.
- B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing ten (10) days after the DUE DATE or 10% after fifteen (15) days and 20% after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of

accrual.

PART SIX PRIVILEGES

- A. USE. The Lessor grants to the Lessee the right and privilege to conduct certain aviation activities as described in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport, as amended and incorporated by reference into this Agreement. The Lessee may not use the Leased Premises for any purpose other than the following without the Lessor's prior written consent: Lessor shall have the right to sublease the Facility only after approval by the City Commission and in accordance to the *Policy, Regulations and Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport*.

- B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in PART SIX (A) above, unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.

- C. INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor. This Agreement shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises as set forth in PART SEVEN (B), pay all taxes in accordance with Part Three, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN (J), and satisfy all of its other obligations under this Agreement.

- B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:
 - 1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating

systems and fire suppression systems.

2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;
3. Upon occupation of the Leased Premises, maintain current landscaping in the area of the Leased Premises, Exhibit A.
4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor;
5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning codes.
7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Lessee shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, except as previously set forth, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased

Premises without prior written approval of the Lessor.

2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the Lessee shall submit a written construction application to the Director of Aviation (“**Director**”), and if the Director requests, the construction application shall be in the form as set forth below. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:
 - a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
 - b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.
 - c. Request for approval of above.
 - d. A schedule for completion of each phase of the improvements.
 3. Lessor shall attempt to make a timely disposition of each Lessee construction application and will not arbitrarily or capriciously withhold approval of the same.
 4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.
 5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of “as-built” drawings including, without limitation, plumbing and electrical systems.
- D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all costs of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional costs of any other future fees enacted to cover the cost of governmental services.
- E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and

disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area acknowledged by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

- F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the City.
- G. NONDISCRIMINATION. “**Exhibit D**,” relating to FAA required non-discrimination provisions, is incorporated herein by this reference.
- H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor’s regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessee’s sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.
- I. NO LIENS.
 - 1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a “no-lien” contract and Lessee shall make certain that the Florida Statutes relating to the “no-lien” contracts are complied with in every particular detail.
 - 2. If, at any time, Lessee shall cause any mechanic’s, laborers, or material man’s lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the

performance of this Agreement.

3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE.

1. Indemnification. Lessee further covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Lessee' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Lessee' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence. The City will refer to Lessee promptly upon notice thereof, any claim made or suit instituted against the City which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to a liability and amount. In addition to and without limiting the generality of any other provisions of this Lease Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended).

2. Insurance. Lessee shall procure and maintain in effect, at their own expense, for the term of this Agreement, Workers Compensation Insurance as required by Florida Statutes, or adequate Employee's Liability Insurance; Public Liability Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. Lessee agrees to maintain general liability insurance coverage of \$1,000,000 for each occurrence and over \$10,000,000 general aggregate, as well as the required Auto insurance.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the City of Kissimmee as an additional insured as its

interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside.

L. RENOVATIONS.

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director of Aviation and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.
2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

A. OPERATION AS A PUBLIC AIRPORT. Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal

Airport Act.

- B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Lessee shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

PART TEN TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.
 2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to PART TWELVE (G) of this Agreement and immediately upon or after the occurrence of either of the following events:

- a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport
 - b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than ninety (90) days.
- C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:
 - 1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
 - 2. Make a general assignment for the benefit of creditors;
 - 3. File a voluntary or involuntary petition in bankruptcy;
 - 4. Abandon the Leased Premises;
 - 5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
 - 6. Appoint or to cause the appointment of a receiver for Lessee;
 - 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default.
- E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor.
- F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written

consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.
- C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

PART TWELVE GENERAL PROVISIONS

- A. LESSOR'S RESERVED RIGHTS.
 - 1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, and provided that City shall use reasonable efforts to preserve Lessee's rights hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the

Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Lessee.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

- B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

Lessor shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.

- C. NONEXCLUSIVE RIGHT.

The Lessee expressly agrees, on behalf of itself and its successors and assigns that to the extent it has any rights under this Agreement to conduct any activity on the Airport property, such rights are nonexclusive and City has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee which have not been expressly granted to Lessee elsewhere in this Agreement.

- D. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Lessee and Lessor 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. Venue of all actions shall be Osceola County, Florida.

- E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

- F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- G. NOTICE. Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 324741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

President
LEADERS AIRPORT INVESTMENTS LLC
1120 Carlton Avenue
Suite 1300
Lake Wales, Florida 33853

or such other addresses as the parties may designate to each other in writing.

- H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- I. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- J. AMERICANS WITH DISABILITIES ACT. As used herein, “ADA” shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Lessee’s operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Lessee is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Lessee shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Lessee’s behalf, without liability for any disruption to the Lessee’s activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the City as additional Rent hereunder.
- K. ATTORNEY FEE PROVISION. In the event that any proceeding at law or in equity arises

hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.

- L. RADON GAS NOTICE. 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 public health unit.
- M. PUBLIC ENTITIES CRIME NOTICE. The Lessee acknowledges the following notice:

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.
- N. BROKER LANGUAGE. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- O. ESTOPPEL PROVISION. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement which may be recorded in the public records of Osceola County, Florida in City's sole discretion.
- P. ENGINE RUNUPS. Except to the extent that noise restrictions of any governmental City having jurisdiction thereover may preclude or limit the same, Lessee shall have the right to conduct engine runups at the Leased Premises, and/or the nonexclusive right in common with others, to conduct engine runups on the Airport at such location or locations as City may designate from time to time for such purposes, in reasonable proximity to the Leased Premises on the Airport, and subject to the reasonable rules and regulations of City.
- Q. EFFECTIVE DATE. The Effective Date shall mean the date that the last party fully

executes this Agreement.

PART THIRTEEN ENVIRONMENTAL MATTERS

A. STORAGE TANKS.

1. Lessee agrees to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Leased Premises or which might discharge on or under the premises, shall be registered with the appropriated federal, stated, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain, and reconcile all inventory record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.
2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

- B. INDEMNIFICATION. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts, or omissions of its officers, agents, employees, contractors, subcontractors, operators, and sub-lessees, except to the extent caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee,

promptly upon notice thereof, any claim made, or suit instituted against it, which, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by the Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS.

1. Lessee hereby represents and warrants to and for the benefit of the disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). From purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. *6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, *6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Leased Premises is prohibited by the City that the Leased Premises will not use or operated in any manner that will result in the storage use treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Leased Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any laws or by any other legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Leased Premises.
2. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives, of any Hazardous materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises caused solely by Lessee. The provisions of this Section shall

survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses.

3. Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the date of this Agreement. The Parties hereby acknowledge that City shall conduct a PHASE I of the Leased Premises, prior to the construction of any improvements by the Lessee. The Lessee shall not be obligated to take possession of the property, until completion of the Phase I, and any remediation work identified by this report has been completed by Lessor. The Phase I conducted shall act as the "Baseline" to establish the environmental condition of the Leased Premises at the time of the commencement of possession by Lessee.

4. Within thirty (30) days of the expiration of this Agreement, Lessee shall prepare an environmental report equivalent to Phase I and if necessary, a Phase II, to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement to compare to the "Baseline" identified in Section 3 above. In the event it is determined during the Agreement or at the expiration of this Agreement, that the Leased Premises contains pollutants in amounts which violate any applicable Federal, State or local governmental standards, Lessee shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists after the Baseline. To the extent permitted by applicable law, Lessee shall indemnify defend and hold the City completely harmless from and against any and all liabilities (including, but not limited to, liability under CERCLA and any other environmental statute, law, ordinance, regulation, rule or order), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable Attorneys' Fees) with respect to any hazardous substances existing at the Leased Premises over and above the Baseline prior to expiration of the Agreement.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

LEADERS AIRPORT INVESTMENTS LLC

Gus Kaloti, President

State of Florida)
County of Osceola)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2021, by **Gus Kaloti**, as President of **LEADERS AIRPORT INVESTMENTS**, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

Notary Public, State of Florida

000

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

Exhibit A
LEGAL DESCRIPTION AND SURVEY

SKETCH OF DESCRIPTION PARCEL

Page 221 of 323

LEGAL DESCRIPTION:

A portion of Tract FD-1, KISSIMMEE AIRPORT BUSINESS AIR PARK, as recorded in Plat Book 27, Page 14 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 2, KISSIMMEE AIRPORT BUSINESS AIR PARK, as recorded in Plat Book 27, Page 14 of the Public Records of Osceola County, Florida; thence run N00°25'33"W, a distance of 89.34 feet to the POINT OF BEGINNING; thence continue N00°25'33"W, a distance of 252.23 feet to a point on the Southerly Right of Way of Airpark Way; thence run N50°53'14"W, along said Southerly Right of Way, a distance of 183.73 feet to the Point of Curvature of a curve concave to the South, having a Radius of 39.50 feet and a Central Angle of 90°00'00"; thence run Westerly along the arc of said curve, a distance of 62.05 feet (Chord Bearing = S84°06'46"W, Chord = 55.86 feet) to the Point of Tangency, said point being on the Easterly Right of Way of Aviation Drive; thence along said Easterly Right of Way the following three (3) courses: run S39°06'46"W, a distance of 160.60 feet to the Point of Curvature of a curve concave to the East, having a Radius of 130.00 feet and a Central Angle of 39°06'46"; thence run Southerly along the arc of said curve, a distance of 88.74 feet (Chord Bearing = S19°33'23"W, Chord = 87.03 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 176.68 feet; thence leaving said Right of Way, run S79°53'51"E, a distance of 143.22 feet; thence run N89°12'35"E, a distance of 135.84 feet; thence run N50°31'39"E, a distance of 69.46 feet to the POINT OF BEGINNING.

Containing 113,797 square feet or 2.61 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
PG.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	R	PROPERTY LINE
R	RADIUS	○	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	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: CITY OF KISSIMMEE GATEWAY AIRPORT

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	9/7/2021	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	19	
TWP.	25 S., RNG. 29 E.	
JOB NO.	21-237	SHEET 1 OF 2 23

JOHNSTON'S
SURVEYING INC.

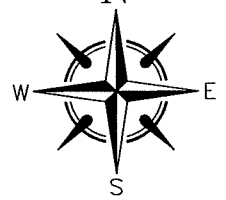
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

RICHARD D. BROWN, P.S.M. #5700 (DATE) 9/09/21

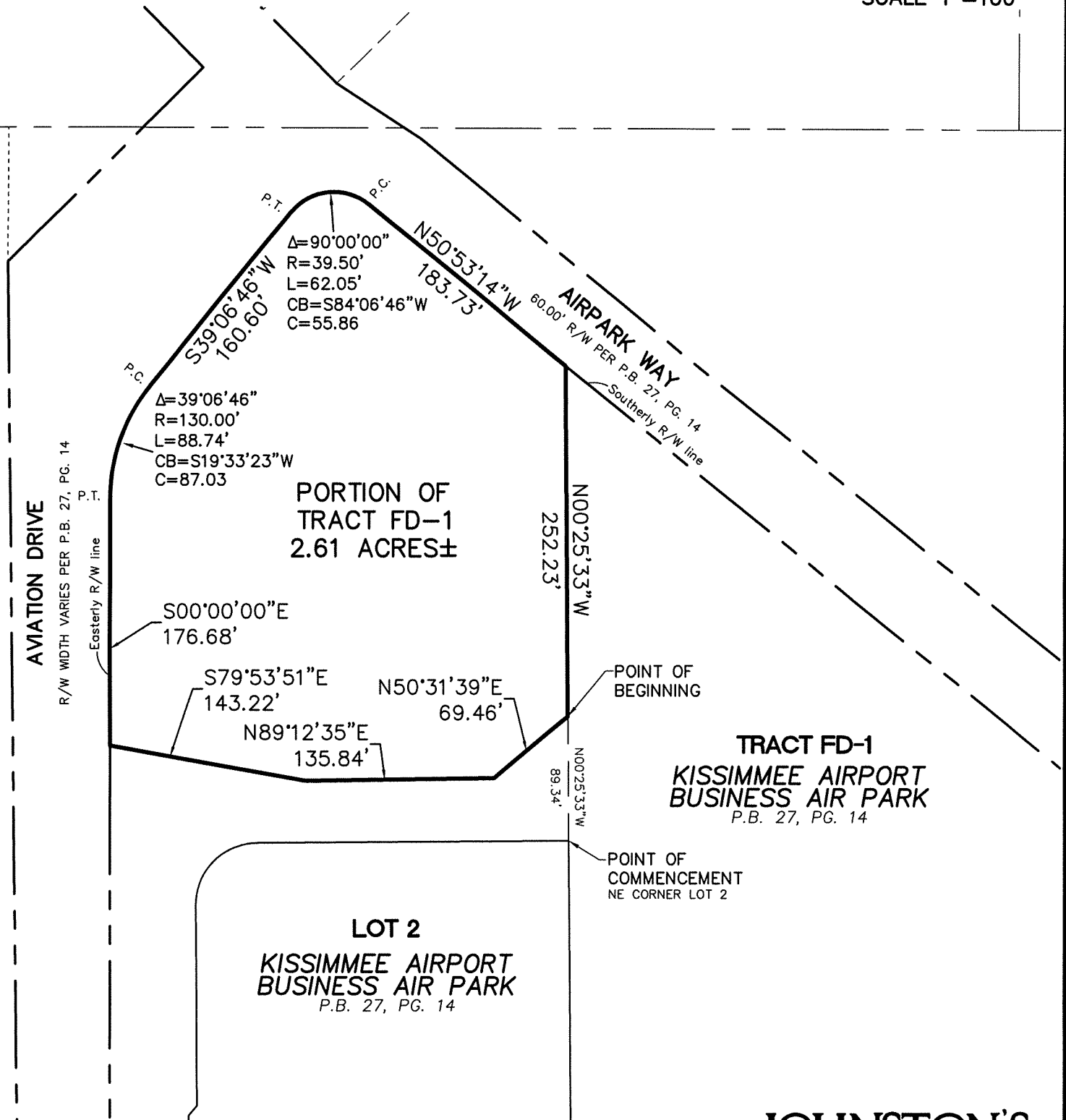
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION PARCEL

Page 222 of 223



SCALE 1"=100'



**JOHNSTON'S
SURVEYING INC.**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

Exhibit B
DEPICTION OF CONSTRUCTION

LEADERS ENGINEERING

CONSULTING GROUP

Civil Engineering
Land Planning
Surveying

Certificate of
Authorization:
No. 32421

Offices
Tampa
Winter Haven

Tel : 813-336-4532
arivera@leadersengineers.com
www.leadersengineers.com

ELECTRONIC SIGNATURE:

This item has been digitally signed and sealed by Mohammed Muzammil, State of Florida Professional Engineer License No. 86422, 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.

SEAL:

DATE

Mohammed Muzammil, P.E.
LIC. NO. 86422

PROJECT:

KEISSIMMEE AIRPORT
PROJECT
KEISSIMMEE, FL

REVISIONS		
NO.	ISSUED	DATE

SCALE: 1" = 30'

DATE: 10/03/20

SHEET TITLE:

SITE PLAN DISPLAY

DWG NO.:

SHEET: OF

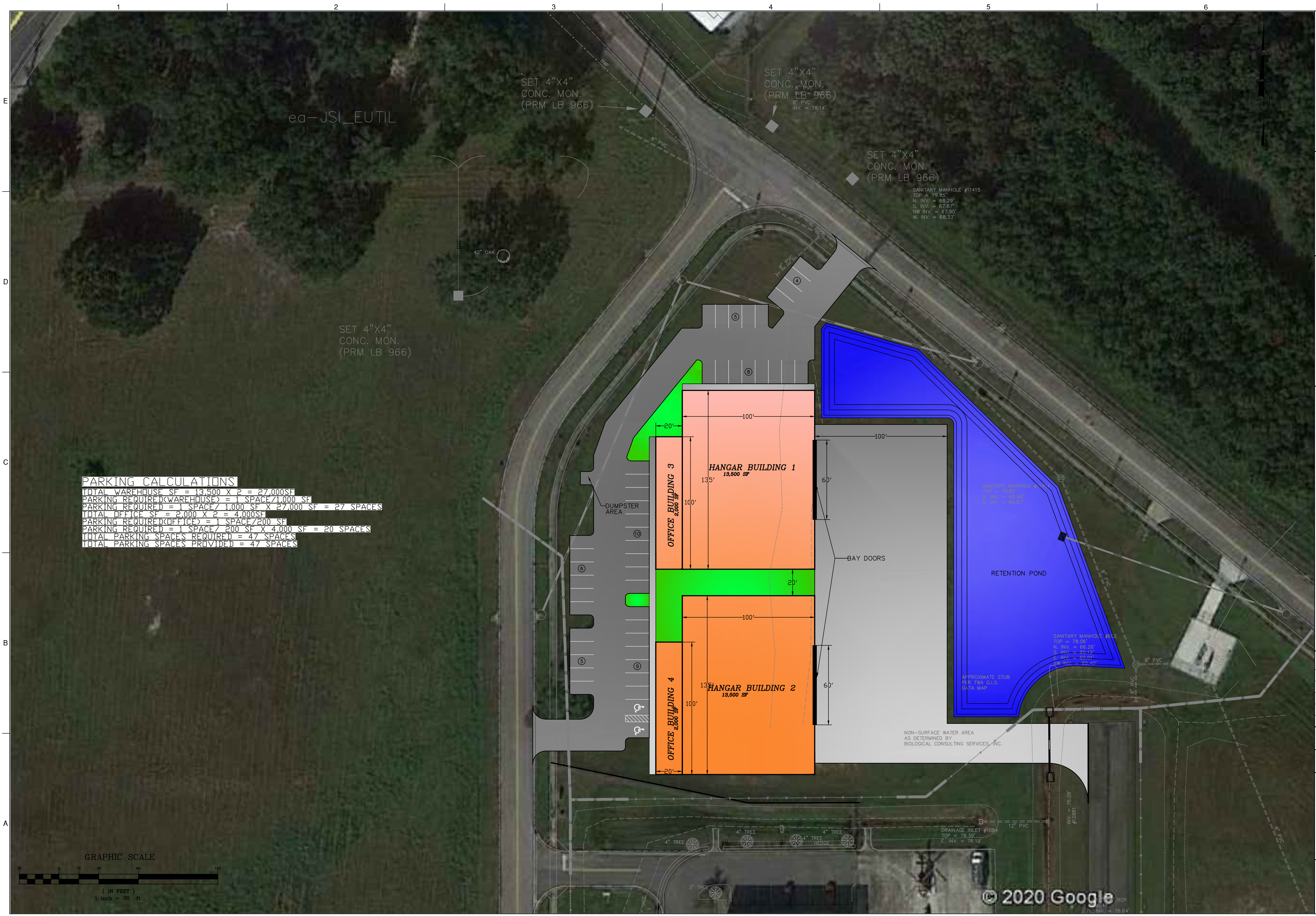


Exhibit C
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KISSIMMEE AND
LEADERS INVESTMENT GROUP (Dated December 3, 2019)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF KISSIMMEE AND LEADERS INVESTMENT GROUP**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 3rd day of December 2019, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida (the "**City**"), and **LEADERS INVESTMENT GROUP LLC** (the "**Developer**"), a Florida limited liability company, whose business address is: 4437 Mandolin Blvd, Winter Haven, FL 33884.

WITNESSETH

WHEREAS, the City desires to increase the availability of high value-high wage jobs within its jurisdictions; and

WHEREAS, the City recognizes the economic value of aerospace jobs and has a great interest in furthering the aerospace industry within its Kissimmee Gateway Airport; and

WHEREAS, the Kissimmee Gateway Airport has land available for new development, including site availability within its Business Airpark; and

WHEREAS, the Developer would like to build a new aviation facility(s) at the Kissimmee Business Airpark; and

WHEREAS, the City and the Developer desire to enter into this MOU pertaining to certain real property more particularly described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.
2. **Project.** Developer, wishes to initially construct one (1) aircraft maintenance hangar, on approximately two acres of land within the Business Airpark, at the Kissimmee Gateway Airport property.
3. **Cost.** The cost to construct the hangar(s), including design, airspace study, taxiway access, aircraft and vehicle parking and street access will be at the sole cost and expense of Developer. These improvements will be known hereinafter as the "Facility."
4. **Lease.** The City agrees to enter into a ground lease with Developer, in a separate instrument. Developer will be responsible for all maintenance and repair of the Facility during the term(s) of the lease.

a. The City agrees to a ground lease base term of thirty (30) years. Provided Developer is not in default of the Lease Agreement, Developer will be provided an option to renew ground lease upon fulfillment of all of the existing terms and conditions for one (1) additional term of ten (10) years. Additional Lease terms and/or renewals may be considered by the City Commission upon Developer constructing additional improvements to the property, demonstrating a significant increase in their financial investment.

b. Developer shall have the right to sublease the facility only after approval by the City Commission.

c. At the end of the lease term(s), the title of hangar will revert to the City and will be owned by the City.

5. Hanger Specifications. The projected hangar dimensions are: Width: 200 ft., Length: 80ft.; Door Opening Height: 28ft., and the facility will be a minimum of 12,000 sq. ft., with a hangar bay and office/shop facilities. Site plans and uses are subject to final approval by the City and compliance with the City's Codes and Ordinances.

a. The Facility will have a building sprinkler system installed in accordance with City of Kissimmee ordinances for commercial buildings and the NFPA. Additional fire protection may be required based on the intended use of the hangar for aircraft maintenance.

b. The hangar and trim color must be approved by the Director of Aviation and adhere to any airport policies, regulations, and minimum aeronautical service standards.

c. Any alterations to the hangar or the Facility must be pre-approved by the City.

6. Rent. Rent shall commence on the earlier date of either: eighteen months from the date of execution of this MOU; or the date a Certificate of Occupancy is issued for Facility. Rent will be based on the rate established by the City Commission of \$0.20 per square foot per year. Final square footage for lease/rent purposes will be determined by the submitted site plan, and incorporated into the Lease Agreement, subject to an increase based on the rate of Consumer Price Index (CPI) every three years. Developer is also responsible for any fees or taxes associated with the operation of the Facility or business activity.

7. Insurance. Developer will carry full insurance on the hangar once constructed, and in the amount designated in the Aeronautical Minimum Standards for the proposed aircraft maintenance activity.

8. Record Keeping. Lessee's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and

record of payments/lien releases. After approximately 70% of the construction cost has been paid to Developer's contractors, and with 30 days minimum notice, funds on deposit with the City can be drawn down to pay construction costs, provide adequate Pay Applications and Lien Releases are provided to the City and accepted. Construction terms and deposits for this project will be determined in the Developer's ground lease.

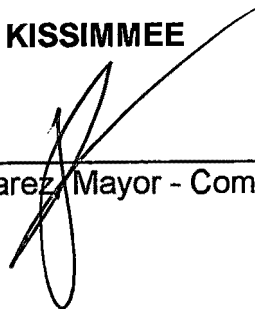
Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 3rd day of December, 2019.

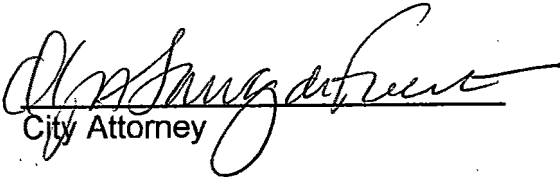
CITY OF KISSIMMEE

ATTEST:

 Rinde Stansell
 City Clerk


 Jose Alvarez, Mayor - Commissioner

Approved as to form and legality.


 City Attorney

LEADERS INVESTMENT GROUP LLC


 Signature

Gus Kaloti
 Printed Name

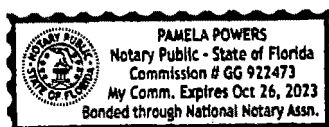
Title Manager

STATE OF FLORIDA
 COUNTY OF Polk

The foregoing instrument was acknowledged before me this 15 day of November, 2019, by Gus Kaloti, as Manager of Leaders Investment Group LLC., who is personally known to me or has produced identification and acknowledged before me that they are executing the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:

Notary: 
 Print Name: Pamela Powers
 My Commission Expires: 10-26-23



Seal

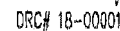


Exhibit D

FAA Required Contract Provisions GENERAL CIVIL RIGHTS PROVISIONS

If and to the extent applicable as a matter of law, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee shall be obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”), agrees as follows, if and to the extent applicable as a matter of law:

Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Lesseees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Lessee or supplier will be notified by the Lessee of the Lessee’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: If and to the extent applicable as a matter of law, the Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-Lessee, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said

lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.
2. In the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Lessee agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law, such may be amended from time to time upon thirty (30) days' advanced written notice to Lessee:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (Prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

ITEM 7.C

**APPROVAL OF AN AIRPORT SPACE USE PERMIT RENEWAL FOR JR. DAVIS
CONSTRUCTION COMPANY, INC.**

Request

Commission approval of a Space Use Permit Renewal for Jr. Davis Construction Company, Inc. for storage of construction materials on airport property.

Explanation

Osceola County has completed a Right of Way (ROW) acquisition of Jr. Davis' fee simple and airport leasehold property for the final two phases of Hoagland Boulevard. As a part of that process, a temporary storage area was needed until the County reclaimed adjacent wetland and prepared it for use by Jr. Davis as a part of the ROW agreement. The Space Use Permit area is used for storage of construction materials; however, no stockpiles (dirt, aggregate or sand) and no construction vehicles are to be stored on the site.

Since completion of the Hoagland Project, JR Davis desires to lease the former KPD Gun Range property to construct a maintenance facility and storage area. While the construction is underway, an extension of the existing Space Use Permit is requested.

Recommendation

Staff recommends Commission approval of a Space Use Permit Renewal for Jr. Davis Construction Company, Inc. for storage of construction materials to assist with the redevelopment of the former KPD Gun Range Property.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Jr. Davis SUP 2021-Signed

**CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT**

SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Jr. Davis Construction Company**, hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Municipal Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

Name: **Mr. James B. Davis, Jr.
Jr. Davis Construction Company**

Address: **210 S Hoagland Blvd
Kissimmee, FL 34741**

Telephone:

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:

**Storage of Construction Materials, excluding soil, sand and aggregate
stockpiles and vehicle parking/storage**

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport:
Approximately four acres bounded by 4th Street, Airport Lane and 5th Street, Kissimmee Fl. 34741 Exhibit A.

4. **Term.** This Permit is effective from **October 1, 2021**, through September **30, 2023**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration that the temporary storage is needed to facilitate the realignment and construction of Hoagland Boulevard through Airport property, resulting in a significant enhancement to that property, there is no compensation required for the use of this property,

6. **Amount of Insurance Required.** The amount of comprehensive general liability and automobile liability insurance required to be carried by Permittee \$1,000,000.00.

7. **Security Deposit.** The amount of the security deposit to be held is N/A.

8. **Additional Terms and Conditions.** Permittee does hereby further agree to abide by all of the terms and conditions attached hereto. At the end of the permit term restore the property to its original state for possession by the City of Kissimmee. Any infrastructure improvements made to the property for the County's use may remain on the property. The cost of improvements and restoration of the property shall be borne solely by the Permittee. without reimbursement by the City.

9. **Default.** If either party fails to perform or comply with the terms of this permit, then either party may declare a default and terminate this permit immediately.

10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between the Permittee and the City 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. 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.

CITY OF KISSIMMEE

By: Mayor/Commissioner-Olga Gonzalez

Date: _____

ATTEST:

City Clerk

PERMITTEE



James B. Davis/President
Name-Title

Corporate Seal (or Notary Seal)



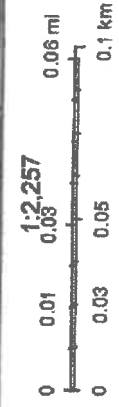
Approved as to form and correctness
this _____ day of _____, 2021.

City Attorney

Jr. Davis Exhibit A



May 22, 2018



The City of Kalamazoo makes no warranties, guarantee, or representation as to the truth, accuracy or the completeness of this data on this map. This is not a survey product and is a visual reference tool only. Any questions or concerns should be directed to the City of Kalamazoo at gis@kalamazoo.org

ITEM 7.D

AIRPORT GROUND LEASE BETWEEN THE CITY OF KISSIMMEE AND JR. DAVIS CONSTRUCTION COMPANY, INC.

Request

Commission approval for a ground lease for 8 acres of land located at the old KPD Gun Range along Hangar Road south of 4th Street, which is land owned and operated by the Airport.

Explanation

Jr. Davis Construction Company, Inc. desires to enter into a ground lease agreement for a parcel of land located the old KPD Gun Range with the intent to construct an equipment maintenance and storage facility (approximately 90,000 SF), parking and related appurtenances and improvements.

The term of this Lease will be for a thirty (30) year period, with the period commencing on the first day of October 2021 and will generate a fair market land value of \$55,756.80 annually with periodic appraisal adjustments within the term.

Recommendation

Staff recommends Commission approval for a ground lease with Jr. Davis Construction Company, Inc. for land located at the old KPD Gun Range.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Ground Lease JR Davis and Kissimmee 9.17.21-Signed

**NET GROUND LEASE BETWEEN
CITY OF KISSIMMEE AND JR DAVIS CONSTRUCTION CO., INC.**

THIS NET GROUND LEASE (the “**AGREEMENT**” or “**LEASE**”) is entered into on this ____ day of _____ 2021 between the **CITY OF KISSIMMEE**, a municipal corporation located within Osceola County, Florida hereinafter referred to as “**Lessor**,” “**City**” or “**Sponsor**” and **JR. DAVIS CONSTRUCTION COMPANY, INC.**, a Florida Corporation, whose address is 210 Hangar Road, Kissimmee, Florida 34741, hereinafter referred to as “**Lessee**.”

WITNESSETH:

WHEREAS, Lessor is the owner of certain improvements to real property located on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida (the “**Airport**”); and

WHEREAS, Lessee is desirous, willing and able to enter into a lease from Lessor for approximately 8 acres located along Hangar Road south of 4th Street, Kissimmee Gateway Airport.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** Lessor leases to Lessee the premises (the “**Leased Premises**”) located at the Airport, more particularly described, attached, and hereby incorporated by reference as **Exhibit A**, which consists of approximately 8 undeveloped acres.
- B. **CONDITION OF PREMISES.** Subject to the terms and conditions of this Lease, Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Lessee acknowledges that the Lessor has made no representations or warranties relating to the suitability of the Leased Premises for any particular use except as otherwise provided herein, and unless otherwise expressly provided in this Agreement, the Lessor shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises.
- C. **RE-ADJUSTMENT OF PREMISES.** This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof which are not objected to by Lessee during the Inspection Period (as such term is hereinafter defined), all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of the existing agreements between the City and the United States of America, the State of Florida, or the County of Osceola, or their agencies, which are recited on **Exhibit B** attached hereto and made a part hereof. This Lease shall also be subordinate to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof; provided, however, the terms of any such future agreements shall neither decrease Lessee’s rights under this Lease, nor materially increase Lessee’s

duties or obligations under this Lease. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required, but only to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, or decrease Lessee's rights under this Lease, or materially increase Lessee's duties or obligations under this Lease.

In the event of: (a) any subsequent agreement between Lessor and the United States of America, the State of Florida, or the County of Osceola, or their agencies, would decrease Lessee's rights under this Lease, or materially increase Lessee's duties or obligations under this Lease; or (b) any modification or change to this Lease required by the Federal Aviation Administration or its successors would unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, or decrease Lessee's rights under this Lease, or materially increase Lessee's duties or obligations under this Lease; then in the event of either (a) or (b), Lessee shall be entitled to terminate this Lease by written notice to Lessor (the "Termination Notice"). If the Termination Notice is delivered within the first fifteen (15) years of the Primary Term, Lessor shall pay to Lessee, within thirty (30) days of the date of the Termination Notice, one hundred percent (100%) of the costs incurred by Lessee in connection with (1) designing and constructing the Facility, and (2) developing the Leased Premises for Lessee's use pursuant to this Lease (collectively, the "Development Costs"). If the Termination Notice is delivered during the sixteenth (16th) year of the Primary Term or thereafter, then Lessor shall pay to Lessee, within thirty (30) days of the date of the Termination Notice, the Development Costs, amortized on a straight-line basis over the remainder of the Primary Term.

PART TWO TERM OF LEASE

- A. **PRIMARY TERM.** The initial term of this Lease (the "Primary Term") shall be for thirty (30) full years, commencing on the first business day of the week (the "Commencement Date") immediately following the earlier of:
1. Final, unappealable approval by the City of the redevelopment of the Leased Premises and construction of the Facility pursuant to Part Five of this Lease; or
 2. The first (1st) day of the nineteenth (19th) consecutive month following the later of: (a) the full execution of this Lease; or (b) the Lessor's completion of any environmental clean-up or remediation of the Leased Premises pursuant to Part Five, Section D.2 of this Lease.

The Primary Term of this Lease shall expire at 11:59 PM, Eastern time, of the last day of the thirtieth (30th) full consecutive year following the Commencement Date (the "Expiration Date"), unless renewed in accordance with this Lease.

- B. RENEWAL OPTION. Provided Lessee is not in default of this Agreement, Lessee is hereby granted an exclusive first option to renew the Term for two (2) additional periods of ten (10) consecutive years each (each a "Renewal Term"). This option shall be exercised by written notice to the City ("Renewal Notice") not less than one hundred twenty (120) days prior to expiration of the Primary Term or the first Renewal Term, as applicable. Upon receipt of a Renewal Notice the parties shall negotiate the rent payable during the Renewal Term based on an appraisal as set forth in Part Three, paragraph B. The Primary Term and each Renewal Term, if applicable, shall collectively be referred to as the "Term" of this Lease.

- C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the Term after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy at sufferance only. The amount of rent to be paid by Lessee on a monthly basis during this holdover period shall equal one hundred twenty-five percent (125%) of the Monthly Rent payable on the last day of the Term.

- D. INSPECTION PERIOD. Lessee shall have a period of sixty (60) days following the full execution of this Lease (the "Inspection Period") to inspect the Leased Premises and to determine the suitability of the Leased Premises for Lessee's intended use and occupancy. During the Inspection Period, Lessee may obtain an ALTA Title Commitment for the issuance of a Leasehold Policy of Title Insurance, a survey, and Lessee may perform any other inspections or due diligence necessary or desirable in Lessee's sole discretion. Lessee may terminate this Lease by written notice to Lessor at any time prior to 5:00 PM, Eastern time, of the last day of the Inspection Period if Lessee is not satisfied, in Lessee's sole and absolute discretion, that: (i) the Leased Premises is acceptable for Lessee's intended use and occupancy; (ii) utilities are of adequate capacity and availability to serve the Leased Premises; (iii) construction of the improvements contemplated by Lessee will not require extraordinary, excessive or unusually costly design elements or construction techniques; (iv) drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs; (v) the Leased Premises is economically and otherwise feasible for Lessee's intended use; and (vi) the restrictions, covenants and instruments of record encumbering and/or restricting the Leased Premises are acceptable to Lessee and do not inhibit or otherwise prevent construction of the Facility and use of the Leased Premises for Lessee's intended use. In the event Lessee terminates this Lease during the Inspection Period, neither party shall have any further rights, duties or obligations under this Lease, except those which expressly survive the termination of this Lease.

PART THREE RENT

- A. **RENT.** The Lessor has determined through an appraisal that the initial Fair Market Value for the rental of the Leased Premises is \$55,756.80 per year, payable monthly ("Annual Rent") plus sales tax. Prior to the Commencement Date, the Annual Rent for the Leased Premises shall be \$4,500.00 per year plus sales tax, payable monthly. From and after the Commencement Date, the following sum shall be payable monthly, in advance, in the amount of \$4,646.40 ("Monthly Rent") plus sales and use tax. Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth (10th) day of every month. The initial Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.
- B. **RENT ADJUSTMENTS.** Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

Accordingly, Annual Rent payable during the fourth (4th) year of the Term ("CPI Adjustment Year") and each year thereafter, with the exception of the fifth (5th) year and each Appraisal Year as defined and set forth below, shall be adjusted on an annual basis in accordance with increases to the Price Index, subject to the following caps:

1. Notwithstanding actual increases to the Price Index, the Annual Rent shall not increase by more than ten percent (10%) on a cumulative basis, over any three (3)-year period of the Term; and
2. If the Price Index increases by more than five percent (5%) but less than ten percent (10%) during any year of the Term, the Annual Rent shall be increased by a percentage equal to one-half (1/2) of the actual increase to the Price Index between five percent (5%) and ten percent (10%). For illustrative purposes only, and for example, if the Price Index increases by eight percent (8%) during any year of the Term, the corresponding increase to the Annual Rent shall be capped at six and fifty one-hundredths percent (6.50%) over the Annual Rent payable during the immediately preceding year, subject to the three (3)-year cumulative cap of ten percent (10%) above.

Sixty (60) days prior to the commencement of the CPI Adjustment Year, Lessor shall calculate Annual Rent payments by comparing the Price Index published for the month of September prior to the CPI Adjustment Year, to the Price Index published for the month of September, 2020. The Annual Rent shall increase beginning on the first day of the CPI Adjustment Year by the percentage increase to the Price Index over the measured period. Sixty (60) days prior to the first day of each year thereafter (with the exception of the fifth (5th) year and each subsequent Appraisal Year), Lessor shall measure the Price Index

published for September of that year, against the Price Index published for the month of September of the immediately preceding year, and the Annual Rent for the next year shall increase by the same percentage, subject, however to the caps set forth above. In no event shall the Annual Rent decrease.

Notwithstanding the above, beginning five (5) years from the Commencement Date and every fifth (5th) year of the Term thereafter ("Appraisal Year") the City may obtain an appraisal of the Leased Premises from an MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. Increases in Annual Rent either through a CPI adjustment or through an appraisal are "Rent Adjustments." The Fair Market Value of the Leased Premises shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises (but specifically excluding any improvements to the Leased made by or at the direction of Tenant, including, without limitation, the Facility), taking into account the land only within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable land in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located at the Airport (the "Fair Market Value"). The City shall select a qualified appraiser ("Appraiser") and notify Lessee of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Lessee and City with a copy of such appraisal. Adjustments to rates for the Annual Rent shall apply without the necessity of formal amendment of this Agreement. The Fair Market Value determined for any Appraisal Year shall thereafter be shall be adjusted annually in accordance with increases to the Price Index, subject, however, to the caps above.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. PAYMENT OF SALES AND OTHER TAX. Lessee shall be liable at its sole cost and expense, and the City shall have no liability for, any sales, use, ad valorem, leasehold intangibles, or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall also be liable for assessments (including, without limitation, stormwater utility charges) and impact fees levied against or in connection with the Leased Premises, Lessee's leasehold interest therein, and shall pay when due all taxes and assessments levied against Lessee's personal property located on the Leased Premises or otherwise arising out of Lessee's occupation, use of or operations on the Leased Premises. Lessee shall pay all ad valorem and non-ad valorem taxes and assessments directly to the taxing authority. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which

any such tax is payable, or if the Term of this Agreement commences on a date other than the first day of such tax year, Lessee shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days in such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Lessee shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Lessee shall pay sales tax to the City with each installment of Monthly Rent, and Lessee shall pay all other taxes directly to the taxing authority.

- D. LESSEE'S TAX RIGHTS. Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Agreement, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Leased Premises and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. No provision of this Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of Lessee. Lessee's obligations under this Article shall survive the expiration or earlier termination of this Agreement.

PART FOUR PAYMENTS

- A. TIME AND PLACE OF PAYMENT. All payments of rents, fees, sales tax, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.
- B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing sixteen (16) days after the DUE DATE. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within thirty (30) days of the initial date of accrual.

PART FIVE PROPOSED PROJECT

- A. PROPOSED PROJECT. Lessee desires to initially construct one (1) equipment maintenance and storage facility, a parking lot and related appurtenances and improvements ("**Facility**"), on the Leased Premises on the Kissimmee Gateway Airport, formerly the Kissimmee Gun Range.
- B. FACILITY SPECIFICATIONS. The Facility dimensions will be approximately of 60,000 square feet. Proposed dimensions of the structure will be determined.

1. The proposed site plans to be developed and permitted uses for the Leased Premises shall be subject to final approval by the City and in compliance with the City's Codes and Ordinances. The Facility must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City's land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting.
 2. The Facility shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Facility.
 3. The Facility colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.
 4. Any alterations to the Facility must be approved by the City.
- C. COST. The cost to construct the Facility, including design, permitting, airspace study, vehicle parking and street access will be at the sole cost and expense of the Lessee.
- D. SITE PREPARATION.
1. Demolition. The Lessee agrees to prepare the Leased Premises for construction of the Proposed Project.
 2. Environmental. The City will contract with an environmental professional to conduct a Phase I Environmental Site Assessment (ESA), to determine the environmental integrity of the Leased Premises prior to Lessee constructing the Facility. Lessee shall not be liable for any clean-up or remediation that is required as a result of the ESA. The City agrees to perform any remediation recommended in a Phase I, prior to construction.
- E. USE OF EXISITNG IMPROVEMENTS. Upon the Effective Date of this Agreement, the Lessee will be authorized to have access to the Site and use of the Existing Improvements to determine the design and feasibility of the Proposed Project. Prior to accessing the Site and commencement of any construction activities contemplated hereby Lessee shall obtain, or shall cause its agents and contractors, as applicable, to obtain, and at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly out of such activities. Said insurance shall be issued by solvent, reputable and A-rated or better insurance companies licensed to transact business and in good standing in the state of Florida, naming the City as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.
- F. RECORD KEEPING. Lessee's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases.

PART SIX

PRIVILEGES

- A. USE. The Lessor grants to the Lessee the right and privilege to redevelop the Leased Premises and construct the Facility defined in PART FIVE, PROPOSED PROJECT.
- B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in Part Five (A) above, unless approved in writing by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall not construct any structure, commit or suffer to be committed any waste in or upon the Leased Premises, or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.
- C. RUNWAY PROTECTION ZONE. A portion of the Leased Premises identified on Exhibit "A" is located within the Airport's runway protection zone and *is subject to Federal Aviation Administration restrictions on use*. No building or permanent structure may be constructed within the runway protection zone in violation of such Federal Aviation Administration restrictions on use. No construction laydown or material storage may occur in the runway protection zone that penetrates a protected 14 CFR Part 77 Surface.
- D. INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor, except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regard to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises, pay all taxes in accordance with Part Three, pay all casualty, liability and other insurance premiums required by this Lease, and satisfy all of its other obligations under this Agreement.
- B. MAINTENANCE BY LESSEE. Lessor shall have no obligation to maintain or repair the Leased Premises or incur any cost or expense with respect to the Leased Premises, except as otherwise expressly set forth in this Lease. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:
 - 1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to regular mowing.

2. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor.
 3. Lessee shall comply with all applicable provisions of all applicable federal, state, and local fire codes and regulations.
 4. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances.
 5. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises to ensure compliance with this Lease. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require reasonable specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such reasonable maintenance, and Lessee shall reimburse Lessor for the cost of such reasonable maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with Part Four above.
 6. Lessor agrees that upon the expiration of the Term of this Lease or sooner termination thereof, possession of the Leased Premises shall be surrendered to Lessor broom-clean, but otherwise in its then "AS IS" "WHERE IS" condition, without representation or warranty of any kind, all of which are hereby expressly disclaimed.
- C. CONSTRUCTION, ALTERATIONS, REPAIRS. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises (other than the Facility), nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor, such approval shall be in the Lessor's sole and absolute discretion.
- D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service, if applicable. Lessee shall pay utilities charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all of the cost of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional cost of any other future fees enacted to cover the cost of governmental services. Except as otherwise provided herein, Lessee agrees that Lessor shall have no liability to Lessee arising out of any failure or interruption of utility service to the Leased Premises, unless such failure or interruption was caused by the negligence or willful misconduct of the Lessor, its agents, employees, or contractors. For purposes of this Section, the acts of a third party shall not constitute acts within the control of the Lessor unless such acts were undertaken pursuant to a contract with or authorization by the Lessor.

- E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable covered metal receptacles in an area designated by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except as approved in writing by Lessor, in Lessor's sole and absolute discretion.
- G. NONDISCRIMINATION. Exhibit "B," relating to FAA required non-discrimination provisions, is incorporated herein by this reference.
- H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include, but are not limited to, Lessor's regulations, rules, and ordinances which are not inconsistent with this Lease. No waste or disposable materials shall be released by Lessee on the ground or in the storm sewer. Should such materials be spilled by Lessee, or escape from storage constructed or maintained by Lessee on the Leased Premises, and contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.
- I. NO LIENS.
1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics' liens arising from any materials supplied to the Leased Premises. Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
 2. If, at any time, Lessee shall cause any mechanic's, laborers, or materialman's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged

by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement. Notwithstanding the foregoing, Lessee, at its sole cost and expense, may by appropriate legal proceedings conducted in good faith and with reasonable diligence, contest the amount or validity or application, in whole or in part, of any lien recorded against the Leased Premises, or any other lien, encumbrance or charge against the Leased Premises arising from work done or materials provided to or for Lessee, if:

- a. Such proceedings suspend the collection thereof from Lessor, Lessee and the Leased Premises;
- b. Lessee shall have furnished such security, if any, as may be required in the proceedings; and
- c. Lessee shall give Lessor reasonable notice of, and information pertaining to, such contest and regular progress reports with respect thereto and upon request Lessor shall cooperate and join in any such contest to the extent joinder is required by applicable law.

Lessee shall indemnify, defend and hold harmless Lessor and the Premises from any lien or liability with respect to any such contest thereof, including all costs and expenses related thereto.

- J. INSURANCE BY LESSEE. Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the Lessor from any and all claims for damages of any kind or nature which may hereafter be made against Lessor on account of any personal injuries, wrongful deaths, or property damage resulting from the use of the Leased Premises, and for such purpose Lessee shall procure and maintain in effect for the Term of this Agreement, with insurance carriers acceptable to Lessor, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability Insurance covering all of Lessee's activities and the Leased Premises at the Airport. The policy limits shall be a minimum of \$500,000 for General Liability Insurance and \$500,000 umbrella policy or \$1,000,000.00 per occurrence General Liability Insurance, either option requires a waiver of subrogation in favor of the Lessor. The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the Lessor and its members, officers, employees and agents as additional insureds ("Additional Insureds") as their interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and

limits for the uses as provided in this Agreement as compared to similar airports. The insurance required to be carried herein shall be on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Additional Insureds. Compliance with the insurance requirements of this Agreement shall not limit the liability of Lessee to any Additional Insureds. Any remedy provided to an Additional Insured by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement (including Lessee's indemnity obligations), or otherwise.

- K. INDEMNIFICATION. Lessee agrees to indemnify and hold the City, and its members, officers, employees and agents, harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts, or omissions of its officers, agents, employees, contractors, subcontractors, operators, and sub-lessees, except to the extent caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it, which, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by the Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- L. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee.
- M. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.
1. Lessor reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Leased Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.
 2. Lessee expressly agrees, on behalf of itself and its successors and assigns:

- i. to restrict the height of structures, vegetation, construction laydown, and material storage in the Leased Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and
- ii. to prevent any use of the Leased Premises which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

PART EIGHT OBLIGATIONS OF LESSOR

- A. OPERATION AS A PUBLIC AIRPORT. Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.
- B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the Term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE DAMAGE OR DESTRUCTION OF FACILITY

If the Facility shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy, so as to adversely affect the Lessee's use of the Facility even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Facility untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored. If the Facility is completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Lessee shall have the right to terminate this Agreement upon written notice to Lessor within sixty (60) days from the date of such damage or destruction, or the date of final adjustment of Lessee's insurance claim, whichever occurs later. If Lessee does not terminate the Lease in accordance with this Part Nine, Lessee, at its sole cost and expense, shall thereafter promptly restore the Facility to a usable condition and all rent under this Lease shall abate until the Lessee's full use of the Facility is restored. In no event, however, shall Lessee be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

PART TEN TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. TERMINATION. This Agreement shall terminate without action by either party at the end of the Term.
- B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee. Unless Lessor is diligently pursuing the remedy such default in which case Lessor shall be allowed such reasonable time as may be required.
 2. Upon Lessee giving ninety (90) days written notice to the Lessor upon or after the enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the Leased Premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than one hundred eighty days (180) days, during which time rent will abate. The terms of Part One, Paragraph C of this Lease shall apply to any such termination under this paragraph.
- C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:
1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of sixty (60) days after written notice and the time such payments become due;
 2. Make a general assignment for the benefit of creditors;
 3. File a voluntary or involuntary petition in bankruptcy;
 4. Abandon the Leased Premises;
 5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default; unless Lessee is diligently pursuing a remedy such default in which case Lessee shall be allowed such reasonable time as may be required;
 6. Appoint or to cause the appointment of a receiver for Lessee;
 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default

continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.

8. Default under either the that certain Lease Agreement by and between Lessor and Lessee dated, December 9, 2008, as amended by that certain First Addendum to Lease Agreement dated, March 26, 2019.

- E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. In this connection, Lessee expressly waives the receipt of any notice of termination, which would otherwise be given by Lessor. Lessor will be given access to leased premises to remove its property following termination.
- F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the Term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the Lease shall be bound by the terms and conditions of this Agreement. Notwithstanding anything contained in this section or this Lease to the contrary, Lessee, without Lessor's prior consent, but upon notice to Lessor, may (i) assign this Lease to, or sublet all or part of the Premises to, or permit a portion of the Premises to be occupied by, any corporation or other business entity which controls, is controlled by, or is under common control with Lessee and also including any other entity which acquires all or substantially all of a business operation of Lessee being conducted at the Premises, or any other entity which forms a joint venture or other business arrangement with Lessee to acquire all or substantially all of a business operation of Lessee being conducted within the Premises (herein referred to as a "Related Entity"); and (ii) assign this Lease to a successor entity of Lessee (as hereinafter defined). A "Successor Entity," as used in this subsection (b), shall mean (x) a corporation or other business entity into which or with which Lessee, its successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporate entities, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the corporations or other business entities participating in such merger or consolidation are assumed by the corporation or other business entity surviving such merger or consolidation, or (y) a corporation or other business entity acquiring all or substantially all of the assets or outstanding shares of stock of Lessee, its corporate successors or assigns, and assuming the obligations of Lessee under this Lease, (z) any corporate successor or other business entity successor to a Successor Entity becoming such by either of the methods described in subdivisions (x) and (y) above; provided that (1) such merger or consolidation, or such acquisition and assumption, as the case may be, is not principally for the purpose of

transferring the leasehold estate created hereby, and (2) immediately after giving effect to any such merger or consolidation, or such acquisition and assumption, as the case may be, the Successor Entity surviving such merger or created by such consolidation or acquiring such assets and assuming such liabilities, as the case may be, shall have a net worth, as determined in accordance with generally accepted accounting principles consistently applied, equal to or greater than the net worth of Lessee immediately preceding such merger, consolidation or acquisition. Any assignment, subletting or occupancy by a Related Entity of Lessee shall not be deemed to relieve, release, impair or discharge any of Lessee's obligations hereunder. For the purposes hereof, "control" shall be deemed to mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or other business entity, through the ownership of voting securities, by contract, or otherwise. Additionally, consent shall not be required but Lessee shall provide Lessor with prior written notice (unless specifically prohibited by applicable laws, codes or regulations, in which event, Lessee shall provide written notice as soon as circumstances permit and in any event not later than simultaneously with the effective date of any such assignment or transfer) of: (A) an assignment or transfer of interests in Lessee or the parent of Lessee in connection with an Offering (as such term is hereinafter defined); or (B) transfers of stock or ownership interests, for value or otherwise, to spouses, heirs upon death, family members or trusts established for the benefit of family members of stockholders of Lessee; provided, however, as to (B), the ultimate control of the Lessee continues to be held by the stockholders, partners, members or owners of Lessee existing as of the Effective Date of this Lease. As used herein, the term. An "Offering" shall mean a public or private offering of equity securities, private equity offering, joint venture, or syndication.

PART ELEVEN RIGHTS UPON TERMINATION

- A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. REMOVAL OF PERSONAL PROPERTY. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its supplies, goods, machinery, materials, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.
- C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord's lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord's lien. Any excess funds from this liquidation shall be turned over to the Lessee.

PART TWELVE

GENERAL PROVISIONS

A. LESSOR'S RESERVED RIGHTS.

1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, and provided that City shall use reasonable efforts to preserve Lessee's rights hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Leased Premises and any improvements shall not be unreasonably impaired and any damage to the Leased Premises or any improvements caused by City as a result thereof shall be repaired without cost to Lessee.
2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the reasonable expense of Lessee.

C. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Lessee and Lessor 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. Venue of all actions shall be Osceola County, Florida.

D. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may assessed against materials, equipment, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the Term of this Agreement, such taxes shall be paid by Lessee. Lessee

shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

- E. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- F. NOTICE. Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 324741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

President
JR. Davis Construction Company, Inc.
210 Hangar Road
Kissimmee, FL 34741

or such other addresses as the parties may designate to each other in writing.

- G. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- H. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- I. ATTORNEY FEE PROVISION. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorneys' fees incurred in connection therewith.
- J. PUBLIC ENTITIES CRIME NOTICE. The Lessee acknowledges the following notice:

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 \$35,000 for a period of 36 months

from the date of being placed on the convicted vendor list.

- K. BROKER LANGUAGE. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- L. ESTOPPEL PROVISION. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement which may be recorded in the public records of Orange County, Florida in City's sole discretion.
- M. EFFECTIVE DATE. The Effective Date shall mean the date that the last party fully executes this Agreement.
- N. AUTHORITY. Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants contained in this Lease, shall have the right to peaceably and quietly hold and enjoy the Leased Premises during the Term and neither Lessor nor Lessor's agents, nor any party claiming under or through Lessor, shall disturb the Lessee or occupancy of the Leased Premises by Lessee. Lessor warrants that Lessee's intended use does not violate any zoning or other governmental laws or regulations which govern the Leased Premises.

PART THIRTEEN ENVIRONMENTAL MATTERS

- A. HAZARDOUS MATERIALS COVENANTS. Lessee hereby represents and warrants to Lessor that that the Leased Premises will not be used or operated in any manner that will result in the storage, use, treatment, or manufacture, in violation of applicable provisions of applicable Laws (hereinafter defined), of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof, or which will result in Hazardous Materials Contamination (hereinafter defined) in violation of applicable provisions of all Laws. Lessee, for itself, and on behalf of all Lessee Parties (hereinafter defined) shall comply with the applicable provisions of all environmental laws or regulations applicable to the Leased Premises (collectively, "Laws"). For purposes hereof, the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980

(42 U.S.C. 24, §6901, *et seq.*) (“CERCLA”), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) intentionally omitted; (viii) intentionally omitted; and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any Laws applicable to the Leased Premises. The term “Hazardous Materials Contamination” shall mean and refer to any contamination of the Leased Premises and/or the soil, surface water, ground water, air, or other elements of adjacent lands, or any other property, resulting primarily as a result of a release or discharge of Hazardous Materials by Lessee or any Lessee Parties during the Term.

- C. HAZARDOUS MATERIAL INDEMNIFICATION. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, reasonable attorneys’ fees and costs of litigation actually incurred by Lessor, and the actual third-party costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the “release” or “threatened release” (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee’s employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives (collectively, the “Lessee Parties”), of any Hazardous materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises because of the acts or omissions of Lessee and any Lessee Parties. The provisions of this Section shall survive any acquisition of the Leased Premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses. Notwithstanding the foregoing or anything to the contrary in this Lease, Lessee shall have no responsibility, obligations for or from, and/or any duty to indemnify, hold harmless, or defend the City or any other person or party, arising from or out of: (A) violations of Laws by any person or entity other than Lessee and/or any Lessee Parties; (B) the discharge or release of any Hazardous Materials by any person or entity other than Lessee and/or any Lessee Parties; (C) any Hazardous Materials Contamination occurring before or after the Term, or by any person or entity other than Lessee and/or any Lessee Parties.
- D. ENVIRONMENTAL REPORTS. The Parties hereby acknowledge that City has furnished Lessee, prior to their possession of the *Leased Premises the ENCO Laboratories, Laboratory Result for Project Number: 17-6617, Project Name/Desc.: City of Kissimmee Gun Range, ENCO Workorder(s): ADO8752, dated January 4, 2021*, which indicates no known environmental issues as of the date of this Lease. Upon execution of this Agreement, Lessee is deemed to have accepted the land. Within thirty (30) days of the expiration of this Agreement, Lessee shall deliver an environmental report equivalent to Phase I (and Phase II if warranted by Phase I), to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement (“Baseline”). In the event it is determined during the Agreement or as a result of the Baseline that the Leased Premises contains pollutants in amounts which violate any Laws,

including any applicable Federal, State or local governmental standards, Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the date of this Agreement.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

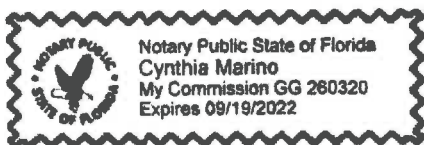
**JR. DAVIS CONSTRUCTION
COMPANY, INC.**

James B. Davis
James B. Davis, President

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 17 day of September, 2021, by **James B. Davis**, as President of **JR. Davis Construction Company, Inc.**, a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification.

Seal:



Notary: *Cynthia Marino*
Print Name: Cynthia Marino
My Commission Expires: 09/19/21

**OWNER/
CITY OF KISSIMMEE**

By: _____
Olga Gonzalez, Mayor- Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

City Attorney

Exhibit "A"

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of BRIDGEWOOD PARK, according to the plat thereof, as recorded in Plat Book 1, Page 180 of the Public Records of Osceola County, Florida and a portion of the West ½ of the Southwest ¼ of the Northeast ¼ of Section 30, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the North ¼ corner of Section 30, Township 25 South, Range 29 East, Osceola County, Florida; thence run N89°53'48"E along the North line of the Northeast corner of said Section 30, a distance of 110.00 feet to a point on the East Right of Way line of N. Hoagland Boulevard; thence along said East Right of Way line the following two (2) courses and distances; thence run S00°37'30"E, a distance of 126.86 feet; thence run S00°13'17"E, a distance of 494.48 feet to the Point of Beginning; thence continue S00°13'17"W along said East Right of Way line, a distance of 737.74 feet; thence departing said East Right of Way line, run N89°07'48"E, a distance of 485.37 feet to a point on the West Right of Way line of Hanger Road; thence run N00°13'47"W along said West Right of Way line, a distance of 729.57 feet to a point; thence departing said West Right of Way line, run N89°54'13"W, a distance of 479.54 feet to the Point of Beginning.

Containing 353,931.14 square feet or 8.125 acres, more or less.

LEGEND			
L.S.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	SUBDIVISION
RANGE	RANGE	P.S.L.	PROFESSIONAL SURVEYOR AND MAPPER
C.R.S.	CITY RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
P.L.	PAGE	CL	CURVE SURVEY
R/W	RIGHT OF WAY	LI	LINE NUMBER
A	CENTRAL ANGLE	E	PROPERTY LINE
E	BEARING	O	DESCRIPTIVE POINT
L	LENGTH	SLAC	SEMI-CIRCLE LAND & FERTILIZATION COMPANY'S
CD	CHORD DISTANCE	H&D	H&D AND D&H
CD	CHORD BEARING	ID	IDENTIFICATION
POST	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXT.	EXTENSION	CP	PLAT
NAD	NORTH AMERICAN DATUM	CR	COUNTY ROAD
P.B.	PUBLIC BOOK	P.O.C.	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B.	POINT OF BEGINNING

NOTES

BEARINGS AND COORDINATES AS SHOWN HEREON ARE BASED ON RIGHT OF WAY MAPS FOR HOAGLAND BOULEVARD PHASES 2 AND 3.

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: CITY OF KISSIMMEE GATEWAY AIRPORT

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

DATE OF SHEET	09/02/2020	REVISION	
SCALE	1" = 150'	STREET NAMES	09/15/21
P.B.	PAGE		
SECTION	30		
TWP.	25 S. R. 29 E.		
JOB NO.	20-184	SHEET 1 OF 2	

JOHNSTON'S
SURVEYING & MAPPING
680 West Florida Parkway, Melbourne, Florida 32904
Tel (407) 947-5170 Fax (407) 947-0140

Barry W. Prewitt 9-15-2021

BARRY W. PREWITT, P.S.M. #5267 (DATE)
NOTE: NOT VALID WITHOUT REGISTERED SURVEYOR'S SEAL

Exhibit "A"

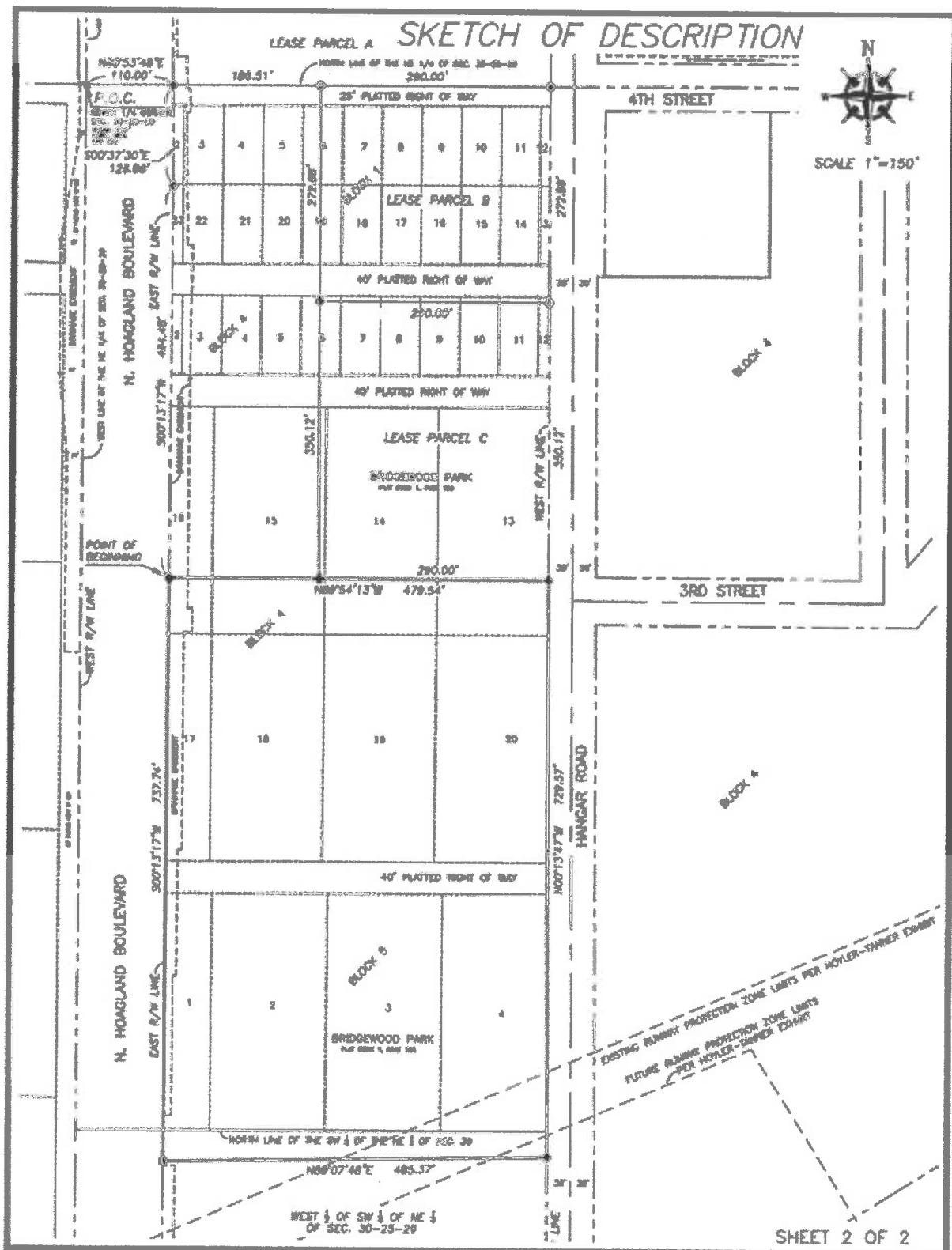


Exhibit "B"

FAA Required Contract Provisions

GENERAL CIVIL RIGHTS PROVISIONS

If and to the extent applicable as a matter of law, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee shall be obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee"), agrees as follows, if and to the extent applicable as a matter of law:

Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Lessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Lessee or supplier will be notified by the Lessee of the Lessee's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: If and to the extent applicable as a matter of law, the Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to

Exhibit "B"

furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-Lessee, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, the Aviation City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

Exhibit "B"

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.
2. In the event of breach of any of the above nondiscrimination covenants, the Aviation City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Lessee agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

Exhibit "B"

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

The above list may be amended from time to time upon thirty (30) days' advance written notice to Lessee.

ITEM 7.E**INTERGOVERNMENTAL TRANSFER AGREEMENT FOR MEDICAID MANAGED CARE ORGANIZATION PAYMENT PROGRAM****Request**

Enter into an Intergovernmental Transfer (IGT) agreement with the Florida Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

Explanation

Since 2016, a program has been in place for Public EMS providers in the state of Florida to receive Public Emergency Medical Transportation (PEMT) Medicaid Fees for Service (FFS) Supplemental Payment reimbursements. To date, the City has received \$845,457 through the PEMT FFS program. In June of last year, the Commission approved the City to enter into agreements with the seven Medicaid Managed Care Organizations (MCOs) in our region in order to receive additional supplemental payments for Medicaid patients transported by the Fire Department. The PEMT program provides supplemental payments to eligible public entities that meet specific requirements and provides emergency medical transportation to Medicaid recipients.

In order to continue to receive these funds, the City needs to execute a Letter of Agreement (LOA) with AHCA for ICTs not to exceed \$451,087 for FY21-22. These funds are included in the City's FY21-22 Budget. Once executed, the City can expect to receive an estimated net total of approximately \$288,036 in reimbursements from the MCOs.

Recommendation

Staff recommends approval of the IGT agreement with AHCA.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. PEMT Letter of Agreement

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2021, by and between **City of Kissimmee** on behalf of **Kissimmee Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the "Agency"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

"Public Emergency Medical Transportation (PEMT)," pursuant to the General Appropriation Act, Laws of Florida 2021-111, is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2021-2022, passed by the 2021 Florida Legislature, the **City of Kissimmee** and the Agency agree that the **City of Kissimmee** will remit IGT funds to the Agency in an amount not to exceed the total of **\$288,036.35**. The **City of Kissimmee** and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The **City of Kissimmee** will return the signed LOA to the Agency.
3. The **City of Kissimmee** will pay IGT funds to the Agency in an amount not to exceed the total of **\$288,036.35**. The **City of Kissimmee** will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2021 through June 2022 are due to the Agency no later than October 31, 2021 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the **City of Kissimmee** when payment is due.
4. The **City of Kissimmee** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. **City of Kissimmee** agrees to maintain books, records, and documents (including

electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

- ii. **City of Kissimmee** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. **City of Kissimmee** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The **City of Kissimmee** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. **City of Kissimmee** agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the **City of Kissimmee** which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The **City of Kissimmee** agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
5. This LOA may only be amended upon written agreement signed by both parties. The **City of Kissimmee** and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. **City of Kissimmee** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. **City of Kissimmee** agrees the following provision shall be included in any agreements between **City of Kissimmee** and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2021 through June 30, 2022 and shall be terminated June 30, 2022.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2021-2022
Minimum Fee Schedule/MCO IGTs	\$288,036.35
Total Funding	\$288,036.35

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

City of Kissimmee

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

ITEM 7.F**EXTENSION OF THE PROFESSIONAL SERVICES CONTRACT WITH PURVIS GRAY AND COMPANY, LLP TO PERFORM AUDITING SERVICES FOR THE FISCAL YEARS ENDING 2022 AND 2023****Request**

Approval to extend the audit services contract with Purvis Gray and Company, LLP for auditing services for the fiscal years ending 2022 and 2023.

Explanation

In 2016, the City entered into an agreement with Purvis Gray and Company, LLP to perform auditing services for Fiscal Years ended September 30, 2016, 2017 and 2018. The original contract provided for 3 additional one-year periods. Since then, staff has been very pleased with the level of service provided by the staff at Purvis Gray prompting additional periods of their current contract through FY 2021. Due to timing and four new hires within the executive finance team, staff is requesting Commission approval to extend the Purvis Gray contract for the fiscal years ending 2022 and 2023 audits with the option to renew for the 2024 and 2025 audits.

This addendum follows all provisions of the original agreement with the exception of the pricing for the services to be performed. The basic fee for the 2022 and 2023 audits will be the prior year amount adjusted by the change in the Consumer Price Index for all financial services for the year, not to exceed 3% plus \$5,000 for each CRA audit.

Recommendation

Staff recommends Commission approval to extend the audit services contract with the firm of Purvis Gray and Company, LLP for Fiscal Years 2022 and 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Purvis Gray Engagement Ltr 2022, 2023

September 16, 2021

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida 34741

We are pleased to confirm our understanding of the services we are to provide for the City of Kissimmee, Florida (the City). This Audit Engagement Letter amends our current Audit Engagement Letter dated October 13, 2016, for: (1) changes in *Government Auditing Standards* that have occurred since that time; and (2) by extending the term of the current agreement beyond the fiscal year ending 2021 audit to include the 2022 and 2023 audits, and providing optional renewal years for the 2024 and 2025 audits.

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City, as of and for the years ending September 30, 2022 and 2023, with optional provisions to renew at the agreement of both parties. We will also audit and issue separate reports for the financial statements of the Community Redevelopment Agency Funds. In addition, separate attestation reports pursuant to American Institute of Certified Public Accountants Processional Standards AT-C Section 315 are required to be issued regarding the City's compliance with Sections 163.387(6) and (7) and 218.415, Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles, and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- GASB - Required Supplementary Pension and Postemployment Benefit Plan Information
- Major Fund Budgetary Comparison Statements

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Lakeland

purvisgray.com

Members of American and Florida Institutes of Certified Public Accountants

An Independent Member of the BDO Alliance USA

Honorable Mayor and City Commission
 c/o Ms. Tavia Conner, CPA, Finance Director
 City of Kissimmee
 Kissimmee, Florida

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September 16, 2021

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a written report accompanying our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards and State Financial Assistance
- Combined and Individual Non-Major Fund Statements and Schedules
- Bond Covenant Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory Section
- Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal programs and/or state projects, and an opinion (or disclaimer of opinion) on compliance with federal and/or state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program/project in accordance with the *Single Audit Act Amendments of 1996*; and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance), and/or the *Florida Single Audit Act* (if required).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida

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September 16, 2021

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; the provisions of the Uniform Guidance (if applicable); and the *Florida Single Audit Act* (if applicable), and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance and the *Florida Single Audit Act*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit(s). Our reports will be addressed to the Honorable Mayor and Members of the City Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or non-compliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs/projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for the Single Audits. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida

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September 16, 2021

as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal/state award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the *Florida Single Audit Act*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program and/or state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance or the *Florida Single Audit Act*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under American Institute of Certified Public Accountants professional standards, *Government Auditing Standards*, the Uniform Guidance, and/or the *Florida Single Audit Act*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *Florida Single Audit Act* require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and/or state statutes, regulations, and the terms and conditions of federal and/or state awards applicable to major programs/projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement*, and the *Florida State Projects Compliance Supplement*, for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/projects. For federal program and state projects that are included in the compliance supplement, our compliance and internal control procedures will relate to the compliance requirements that the compliance supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to major programs/projects in our reports on compliance issued pursuant to the Uniform Guidance and/or the *Florida Single Audit Act*.

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida

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September 16, 2021

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the City and the Community Redevelopment Agency Fund in conformity with U.S. generally accepted accounting principles, the Uniform Guidance, and the *Florida Single Audit Act*, based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and/or state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and/or the *Florida Single Audit Act*; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida

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September 16, 2021

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the *Florida Single Audit Act*, it is management's responsibility to evaluate and monitor non-compliance with federal and state statutes, regulations, and the terms and conditions of federal/state awards; take prompt action when instances of non-compliance are identified, including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon the completion of fieldwork.

You are responsible for identifying all federal awards and state financial assistance received, and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and non-cash assistance received) in conformity with the Uniform Guidance and the *Florida Single Audit Act*. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the *Florida Single Audit Act*; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the *Florida Single Audit Act*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida

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September 16, 2021

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your oversight grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Honorable Mayor and City Commission
c/o Ms. Tavia Conner, CPA, Finance Director
City of Kissimmee
Kissimmee, Florida

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September 16, 2021

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal and/or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

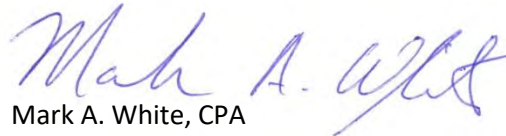
Our fee for these annual services for the 2022 and 2023 basic audit will be the prior year amount adjusted by the change in the Consumer Price Index for all financial services for the year, not to exceed 3%. The optional 2024 and 2025 audit fees will be negotiated with you at that time if exercised. The fees for the Community Redevelopment Agency Funds audits and related reports will be \$5,000 each.

Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. This engagement can be renewed at the option of the City.

We appreciate the opportunity to be of service to the City of Kissimmee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter please sign the enclosed copy and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Mark A. White, CPA
Audit Partner

MAW/sdm

This letter correctly sets forth the understanding of the City of Kissimmee.

Signature: _____

Title: _____

Date: _____

ITEM 7.G**APPROVAL OF CITIZENS POLICE REVIEW BOARD MEMBERS****Request**

The Police Department is requesting City Commission approval to establish the Citizens Police Review Board Members.

Explanation

The Kissimmee Police Department and City Attorneys Office created a new City Policy and City Ordinance establishing a Citizens Police Review Board. Both were approved and adopted by City Commission on June 1, 2021. In an effort to have no agency influence on the selection of the Board Members, Chief O'Dell enlisted the services of a Community Review Panel dedicated to making the Board Member recommendations to City Commission for approval. The Community Panel reviewed all applications and resumes before conducting in-person interviews of each applicant who met the established qualifications. After careful consideration, the below named persons are recommended to create the inaugural City of Kissimmee Citizens Police Review Board.

Mr. Joseph Billittier	2-year Appointment
Mr. David Bracy	2-year Appointment
Ms. Kristen Camero	2-year Appointment
Ms. Nilisa Council	1-year Appointment
Ms. Nina Hill	1-year Appointment

Recommendation

Staff recommends approval for the designated Citizens Police Review Board Members

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police

Presenter: Jeffrey Odell

Attachment(s):

None

ITEM 7.H**SUPPLEMENTAL AGREEMENT 1 FOR ARCHITECTURAL AND ENGINEERING SERVICES CITY HALL BUILDING ADDITION****Request**

Approval of Supplemental Agreement 1 of the Continuing Services contract with RS&H, Inc, for architectural and engineering services for the City Hall building addition for additional design services in regards to the bid process in the amount of \$45,372.12.

Explanation

On December 15, 2020, the City Commission approved an amendment to the Continuing Services Contract with RS&H, Inc. for architectural and engineering services for the City Hall addition for the Building Division's office and permit center expansion. The original contract amendment has RS&H, Inc. providing services for a fee of \$494,944.10. The additional work is a result of altering the design of the building to accommodate increased construction and labor costs due to COVID19.

The major changes includes a new phased approach enabling the construction to be completed in two phases. The first phase includes the primary structure and buildout of the first floor permitting center. The second phase will include buildout of the interior of the second floor for offices. The additional fee also covers value engineering to reduce the overall cost of the project given the increased costs to complete the construction.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140106-506292	DS2109	Decrease	\$1,957,888.05	\$45,372.12

Financial Summary:

Project DS2109 is the project for the building addition to City Hall for Development Services Building Division offices and counter. This is funded entirely out of the Building Fund.

Recommendation

Approval of Supplemental Agreement 1 of the Continuing Services contract with RS&H, Inc, for architectural and engineering services for the City Hall building addition for additional design services in regards to the bid process in the amount of \$45,372.12.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Development Services
Presenter:

Attachment(s):

1. Supplemental Agreement 1 RS&H Additional Services
2. Supplemental Agreement 1 RS&H Additional Services (1) Item 7 I



301 E. Pine Street, Suite 350
Orlando, FL 32801

☎ 407-893-5800
F 407-264-6624
rsandh.com

September 10, 2021

Craig Holland, AICP
Director – Development Services
City of Kissimmee
101 Church Street, Suite 200A
Kissimmee, Florida 34741

RE: RFQ2018-009 Architectural and Engineering Services City Hall Building Addition – Supplemental Agreement (SA) – 1 Additional Design Services for Providing Base Bid and Bid Alternatives

Dear Mr. Holland,

RS&H, Inc. (RS&H) is pleased to submit this Supplemental Agreement (SA) - 1 Additional Design Services for Providing Base Bid and Bid Alternatives for the RFQ2018-009 Architectural and Engineering Services City Hall Building Addition project. The attached exhibits indicate our understanding of the scope of services, our fee, and schedule for performance (see Exhibit I for Scope of Service, Exhibit II for Fee, and Exhibit III for Schedule).

The total Not-To-Exceed fee for this Scope of Services is \$45,372.12, as shown on Exhibit II - Fee. Invoices will be submitted for work performed during each calendar month. Invoicing shall be accompanied by a description of the work effort completed and staff-hours charged during the billing period.

We thank you for the opportunity to submit this Supplemental Agreement (SA) - 1 Additional Design Services for Providing Base Bid and Bid Alternatives for the RFQ2018-009 Architectural and Engineering Services City Hall Building Addition project. RS&H is delighted to aid the City of Kissimmee's efforts to provide a cost-effective engineering solution for this project.

Sincerely,

RS&H, Inc.

A handwritten signature in blue ink that reads 'Edward J. Gonzalez'.

Edward J Gonzalez, PE
Vice President

Olga Gonzalez, Mayor/Commissioner



EXHIBIT I SCOPE OF SERVICE

SECTION 1. PROJECT BACKGROUND

RS&H, Inc. (the Consultant) was contracted with the City of Kissimmee to provide architectural and engineering services for an approximately 10,000 square foot addition to the City Hall. During the course of the work, the project grew in scope to approximately 12,500 square feet to accommodate all the offices and services the City desired to house in this new addition. During the course of value engineering review by the construction contractor, it was determined that the City required the project to be set up with a base bid plan set and an alternative bid plan set to provide the greatest flexibility for project funding alternatives.

SECTION 2. SCOPE OF SERVICES

The following additional services outlined below are required to provide a base bid plan set and an alternative bid plan set. These services were not included in the original contract and this additional alternative bid plan set was not previously funded. The anticipated level of effort to perform these tasks is presented in Exhibit II, Professional Fee Worksheet.

Task 1 - Project Management

- 1.1 The Consultant shall coordinate efforts with City of Kissimmee for these additional design services.
- 1.2 The Consultant shall attend meetings as necessary to up-date the project team, resolve outstanding issues and present pertinent information to the City, and Project Manager.
- 1.3 The Consultant shall write and distribute minutes of all meetings noted above.

Task 2 – Additional Design Services for Base Bid Plan Set and Alternative Bid Plan Set

- 2.1 The Consultant will provide a base bid plan set and an alternative bid plan set for review and pricing by the Construction Contractor.
- 2.2 Work includes providing complete engineering and architectural services for a base bid plan set indicating a shell for the second (2nd) floor and having a full build-out alternative bid plan set. The shell for the 2nd floor will include no walls, no floor furnishings, minimal lighting, HVAC main duct run, a basic HVAC control system, no walls, notes on the Fire Protection plans, no elevator, plumbing stub outs, and a block out for the elevator shaft. The alternate plan set will include a full build out, architectural finishes, walls, complete lighting, elevator design, complete HVAC system, complete plumbing, and complete electrical.

SECTION 3. SERVICES NOT INCLUDED

Renderings, animations, and 3 Dimensional CAD Models are not included with this scope of work.

SECTION 4. DELIVERABLES

The Consultant shall provide the City with one digital copy in pdf format of design documents.

SECTION 5. INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY will provide the following information and services at the time of notice to proceed:

- Access to the City's facilities and properties associated with the project
- Assist in coordinating with regulatory agencies and/or other utility owners
- Review and provide comments in writing for submittals within two (2) weeks



EXHIBIT II FEE

SEE ATTACHED FEE BREAKDOWN SHEET

Supplemental Agreement for Additional Services

Name of Project: City of Kissimmee - City Hall Building Addition

Consultant Name: RS&H, Inc.
 Consultant No.: 107-4088-001
 Date: 9/10/2021
 Estimator: John Rice, PE, CEM

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Engineer	Engineering Technician	Architect	Senior Landscape Architect	Landscape Architect	Planner/Permitter	Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	24	23	0	0	0	0	0	0	0	1	0	0	0	24	\$7,107	\$296.12
31. Architecture Development	227	13	45	56	56	57	0	0	0	0	0	0	0	227	\$38,265	\$168.57
Total Staff Hours	251	36	45	56	56	57	0	0	0	1	0	0	0	251		
Total Staff Cost		\$10,976.31	\$10,872.30	\$8,107.68	\$6,086.19	\$9,235.42	\$0.00	\$0.00	\$0.00	\$94.22	\$0.00	\$0.00	\$0.00		\$45,372.12	\$180.77
Check = \$45,372.12																
TOTAL ESTIMATED FEE:																\$45,372.12

Project Activity 3: General Tasks

Estimator:

City of Kissimmee - City Hall Building Addition

999999-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	24	24	Additional effort for developing a base bid and a bid alternative set
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					24	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Phase Reviews	EA	0	0	0	
	Field Reviews	EA	0	0	0	Field reviews are listed within each discipline's tab breakdown
	Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Architectural Plans							
31.1	Architectural Program Review/Verification		Text Pages	0	0	0	0	
31.2	Key Sheet and Index of Sheets		Sheet	0	0	0	0	
31.3	General Notes, Abbreviations, Symbols, and Legend		Sheet	0	0	0	0	
31.4	Life Safety Plans		Sheet	1	4	1	4	Additional effort for developing a base bid and a bid alternative set
31.5	Site Plans		Sheet	1	0	1	0	
31.6	Floor Plans (Small Scale)		Sheet	0	0	0	0	
31.7	Floor Plans (Large Scale)		Sheet	4	6	4	24	Additional effort for developing a base bid and a bid alternative set
31.8	Exterior Elevations		Sheet	0	0	0	0	
31.9	Roof Plans		Sheet	0	0	0	0	
31.10	Roof Details		Sheet	0	0	0	0	
31.11	Interior Elevations		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.12	Rest Room Plans (Enlarged)		Sheet	0	0	0	0	
31.13	Rest Room Elevations		Sheet	0	0	0	0	
31.14	Building Sections		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.15	Stair Section, Enlarged Stair Plan and Details		Sheet	0	0	0	0	
31.16	Reflective Ceiling Plans		Sheet	2	4	2	8	Additional effort for developing a base bid and a bid alternative set
31.17	Room Finish Schedule or Finish Plan		Sheet	1	8	1	8	Additional effort for developing a base bid and a bid alternative set
31.18	Door and Window Schedule		Sheet	1	2	1	2	Additional effort for developing a base bid and a bid alternative set
31.19	Door Jamb Details and Window Details		Sheet	0	0	0	0	
31.20	Exterior Wall Sections		Sheet	0	0	0	0	
31.21	Interior Wall Sections		Sheet	0	0	0	0	
31.22	Overhead Door Details		Sheet	0	0	0	0	
31.23	Curtain Wall Details		Sheet	0	0	0	0	
31.24	Fascia, Soffit and Parapet Details		Sheet	0	0	0	0	
31.25	Signage Details		Sheet	0	0	0	0	
31.26	Miscellaneous Details		Sheet	0	0	0	0	
31.27	Repetitive Sheets		Sheet	0	0	0	0	
31.28	Design Narrative Reports		LS	0	0		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.29	Permitting		LS	0	0		0	
31.30	Other Pertinent Project Documentation		LS	0	0		0	
31.31	Cost Estimate		LS	0	0		0	
31.32	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Architectural Plans Technical Subtotal						14	78	
31.33	Field Reviews		LS	0	0		0	0
31.34	Technical Meetings							See listing below
31.34.1	FDOT		EA	0	0		0	
31.34.2	Local Governments (cities)		EA	0	0		0	
31.34.3	Local Governments (counties)		EA	0	0		0	
31.34.4	Other Meetings		EA	0	0		0	
31.34.5	Progress Meetings		EA	0	0		0	
31.34.6	Phase Review Meetings		EA	1	3		3	Additional Phase Review meetings
31.34.7	Subtotal Technical Meetings						3	
31.35	Quality Assurance/Quality Control		LS	%	5%		4	
31.36	Independent Peer Review		LS	%	0%		0	
31.37	Supervision		LS	%	5%		4	
Architectural Plans Total						14	89	
Structural Plans								
31.38	General Notes, Abbreviations, Symbols, and Legend		Sheet	0	0	0	0	
31.39	Foundation Plans (Small Scale)		Sheet	0	0	0	0	
31.40	Foundation Plans (Large Scale)		Sheet	0	0	0	0	
31.41	Slab Plans (Small Scale)		Sheet	0	0	0	0	
31.42	Slab Plans (Large Scale)		Sheet	0	0	0	0	
31.43	Slab Placement Plans		Sheet	0	0	0	0	
31.44	Slab Placement Details		Sheet	0	0	0	0	
31.45	Foundation Sections		Sheet	0	0	0	0	
31.46	Foundation Details		Sheet	0	0	0	0	
31.47	Slab Sections		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.48	Slab Details		Sheet	0	0	0	0	
31.49	Roof Framing Plans (Small Scale)		Sheet	0	0	0	0	
31.50	Roof Framing Plans (Large Scale)		Sheet	0	0	0	0	
31.51	Roof Loading Plans and Details		Sheet	0	0	0	0	
31.52	Roof Sections		Sheet	0	0	0	0	
31.53	Roof Details		Sheet	0	0	0	0	
31.54	Bearing Wall Sections		Sheet	0	0	0	0	
31.55	Bearing Wall Details		Sheet	0	0	0	0	
31.56	Column Sections		Sheet	0	0	0	0	
31.57	Column Details		Sheet	0	0	0	0	
31.58	Miscellaneous Sections		Sheet	0		0	0	
31.59	Repetitive Sheets		Sheet	0	0	0	0	
31.60	Other Pertinent Project Documentation		LS	0	0		0	
31.61	Cost Estimate		LS	0	0		0	
31.62	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Structural Plans Technical Subtotal						0	0	
31.63	Field Reviews		LS	0	0		0	0
31.64	Technical Meetings							See listing below
31.64.1	FDOT		EA	0	0		0	
31.64.2	Local Governments (cities)		EA	0	0		0	
31.64.3	Local Governments (counties)		EA	0	0		0	
31.64.4	Other Meetings		EA	0	0		0	
31.64.5	Progress Meetings		EA	0	0		0	
31.64.6	Phase Review Meetings		EA	0	0		0	
31.64.7	Subtotal Technical Meetings						0	
31.65	Quality Assurance/Quality Control		LS	%	5%		0	
31.66	Independent Peer Review		LS	%	0%		0	
31.67	Supervision		LS	%	5%		0	
Structural Plans Total						0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Mechanical Plans								
31.68	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.69	Plans (Small Scale)		Sheet	0	0	0	0	
31.70	Plans (Large Scale)		Sheet	2	12	2	24	Additional effort for developing a base bid and a bid alternative set
31.71	Details		Sheet	2	6	2	12	Additional effort for developing a base bid and a bid alternative set
31.72	Sections		Sheet	0	0	0	0	
31.73	Piping Schematics		Sheet	1	4	1	4	Additional effort for developing a base bid and a bid alternative set
31.74	Control Plans		Sheet	1	12	1	12	Additional effort for developing a base bid and a bid alternative set
31.75	Schedules		Sheet	2	4	2	8	Additional effort for developing a base bid and a bid alternative set
31.76	HVAC Calculations		Sheet	0	0	0	0	
31.77	Life Cycle Cost Analysis		Sheet	0	0	0	0	
31.78	Repetitive Sheets		LS	0	0		0	
31.79	Other Pertinent Project Documentation		LS	0	0		0	
31.80	Cost Estimate		LS	0	0		0	
31.81	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Mechanical Plans Technical Subtotal						8	60	
31.82	Field Reviews		LS	0	0		0	0
31.83	Technical Meetings							See listing below
31.83.1	FDOT		EA	0	0		0	
31.83.2	Local Governments (cities)		EA	0	0		0	
31.83.3	Local Governments (counties)		EA	0	0		0	
31.83.4	Other Meetings		EA	0	0		0	
31.83.5	Progress Meetings		EA	0	0		0	
31.83.6	Phase Review Meetings		EA	0	0		0	0
31.83.7	Subtotal Technical Meetings						0	
31.84	Quality Assurance/Quality Control		LS	%	5%		3	
31.85	Independent Peer Review		LS	%	0%		0	
31.86	Supervision		LS	%	5%		3	
Mechanical Plans Total						8	66	
Plumbing Plans								

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.87	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.88	Plans (Small Scale)		Sheet	0	0	0	0	
31.89	Plans (Large Scale)		Sheet	2	2	2	4	Additional effort for developing a base bid and a bid alternative set
31.90	Isometrics (Large Scale)		Sheet	2	2	2	4	Additional effort for developing a base bid and a bid alternative set
31.91	Riser Diagrams		Sheet	0	0	0	0	
31.92	Details		Sheet	0	0	0	0	
31.93	Repetitive Sheets		Sheet	0	0	0	0	
31.94	Other Pertinent Project Documentation		LS	0	0		0	
31.95	Cost Estimate		LS	0	0		0	
31.96	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Plumbing Plans Technical Subtotal						4	8	
31.97	Field Reviews		LS	0	0		0	
31.98	Technical Meetings							See listing below
31.98.1	FDOT		EA	0	0		0	
31.98.2	Local Governments (cities)		EA	0	0		0	
31.98.3	Local Governments (counties)		EA	0	0		0	
31.98.4	Other Meetings		EA	0	0		0	
31.98.5	Progress Meetings		EA	0	0		0	
31.98.6	Phase Review Meetings		EA	0	0		0	
31.98.7	Subtotal Technical Meetings						0	
31.99	Quality Assurance/Quality Control		LS	%	5%		1	
31.100	Independent Peer Review		LS	%	0%		0	
31.101	Supervision		LS	%	5%		1	
Plumbing Plans Total						4	10	
Fire Protection Plans								
31.102	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.103	Fire Protection Plan		Sheet	0	0	0	0	
31.104	Riser Diagram, Details, and Partial Plans		Sheet	0	0	0	0	
31.105	Hydraulic Calculation		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.106	Repetitive Sheets		Sheet	0	0	0	0	
31.107	Other Pertinent Project Documentation		LS	0	0		0	
31.108	Cost Estimate		LS	0	0		0	
31.109	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Fire Protection Plans Technical Subtotal						0	0	
31.110	Field Reviews		LS	1	0		0	
31.111	Technical Meetings							See listing below
31.111.1	FDOT		EA	0	0		0	
31.111.2	Local Governments (cities)		EA	0	0		0	
31.111.3	Local Governments (counties)		EA	0	0		0	
31.111.4	Other Meetings		EA	0	0		0	
31.111.5	Progress Meetings		EA	0	0		0	
31.111.6	Phase Review Meetings		EA	0	0		0	
31.111.7	Subtotal Technical Meetings						0	
31.112	Quality Assurance/Quality Control		LS	%	5%		0	
31.113	Independent Peer Review		LS	%	0%		0	
31.114	Supervision		LS	%	5%		0	
Fire Protection Plans Total						0	0	
Electrical Plans								
31.115	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.116	Electrical Site Plan		Sheet	0	0	0	0	
31.117	Lighting Plans		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.118	Lighting Fixtures Schedules		Sheet	1	4	1	4	Additional effort for developing a base bid and a bid alternative set
31.119	Lighting Fixtures Details		Sheet	0	0	0	0	
31.120	Lightning Protection Plans		Sheet	0	0	0	0	
31.121	Lightning Protection Details		Sheet	0	0	0	0	
31.122	Power Plans		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.123	Power Distribution Riser Diagrams		Sheet	1	8	1	8	Additional effort for developing a base bid and a bid alternative set
31.124	Panel Board Schedules		Sheet	2	4	2	8	Additional effort for developing a base bid and a bid alternative set

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.125	Data Plans		Sheet	0	0	0	0	
31.126	Data Details		Sheet	0	0	0	0	
31.127	Communication Plans		Sheet	0	0	0	0	
31.128	Communication Details		Sheet	0	0	0	0	
31.129	Security Alarm System Plans		Sheet	0	0	0	0	
31.130	Miscellaneous Details		Sheet	0	0	0	0	
31.131	Repetitive Sheets		LS	0	0		0	
31.132	Energy Analysis		LS	0	0		0	
31.133	Other Pertinent Project Documentation		LS	0	0		0	
31.134	Cost Estimate		LS	0	0		0	
31.135	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Electrical Plans Technical Subtotal						8	52	
31.136	Field Reviews		LS				0	
31.137	Technical Meetings							See listing below
31.137.1	FDOT		EA	0	0		0	
31.137.2	Local Governments (cities)		EA	0	0		0	
31.137.3	Local Governments (counties)		EA	0	0		0	
31.137.4	Other Meetings		EA				0	
31.137.5	Progress Meetings		EA	0	0		0	
31.137.6	Phase Review Meetings		EA				0	
31.137.7	Subtotal Technical Meetings						0	
31.138	Quality Assurance/Quality Control		LS	%	5%		3	
31.139	Independent Peer Review		LS	%	0%		0	
31.140	Supervision		LS	%	5%		3	
Electrical Plans Total						8	58	
Architecture Development Subtotal						34	223	
31.141	LEED Certification		LS	1	0		0	
31.142	Coordination		LS	%	2%		4	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.143	Building Information Modeling (BIM)		Project	--	--	--	--	Using AutoCad Revit or a similar program for the production of construction documents does not cost the Client/Owner any additional design fee. However, the proportion of the fee is more front loaded because of the design process. The creation of the 3D model is part of the design and must be converted into 2D to print the construction documents. The additional use of the Virtual 3D model can provide additional advantages and services, but at an additional cost. Another very useful feature is the user's ability to visualize the spaces in 3D early on as part of the approval process.
31. Architecture Development Total						34	227	

Total Technical Meetings (sum of meetings above)									Comments	PM Attendance at Meeting Required?	Number
Meeting	Hours						Total Meetings	Total Hours			
	Architectural Plans	Structural Plans	Mechanical Plans	Plumbing Plans	Fire Protection Plans	Electrical Plans					
FDOT	0	0	0	0	0	0	0	0			0
Local Governments (cities)	0	0	0	0	0	0	0	0			0
Local Governments (counties)	0	0	0	0	0	0	0	0			0
Other Meetings	0	0	0	0	0	0	0	0			0
Subtotal Technical Meetings							0	0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	0	0	0	0	0	0	0	0		**	--
Phase Review Meetings	3	0	0	0	0	0	1	3		**	--
Total All Meetings							1	3	Total PM Meetings (carries to Tab 3)		0

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Carries to Tab 3



EXHIBIT III PROJECT SCHEDULE

The engineering services described are anticipated to be completed in accordance with the following schedule. The schedule provided is based on the timely receipt of the information to be provided by the City. The schedule assumes a two (2) week submittal review time by the City.

- Schedule Kick-off Meeting: Upon receipt of notice to proceed (NTP)
- Design completion within 45 days of NTP

The total project period for completion for this additional design effort is estimated to be 45 days.



301 E. Pine Street, Suite 350
Orlando, FL 32801

☎ 407-893-5800
F 407-264-6624
rsandh.com

September 10, 2021

Craig Holland, AICP
Director – Development Services
City of Kissimmee
101 Church Street, Suite 200A
Kissimmee, Florida 34741

RE: RFQ2018-009 Architectural and Engineering Services City Hall Building Addition – Supplemental Agreement (SA) – 1 Additional Design Services for Providing Base Bid and Bid Alternatives

Dear Mr. Holland,

RS&H, Inc. (RS&H) is pleased to submit this Supplemental Agreement (SA) - 1 Additional Design Services for Providing Base Bid and Bid Alternatives for the RFQ2018-009 Architectural and Engineering Services City Hall Building Addition project. The attached exhibits indicate our understanding of the scope of services, our fee, and schedule for performance (see Exhibit I for Scope of Service, Exhibit II for Fee, and Exhibit III for Schedule).

The total Not-To-Exceed fee for this Scope of Services is \$45,372.12, as shown on Exhibit II - Fee. Invoices will be submitted for work performed during each calendar month. Invoicing shall be accompanied by a description of the work effort completed and staff-hours charged during the billing period.

We thank you for the opportunity to submit this Supplemental Agreement (SA) - 1 Additional Design Services for Providing Base Bid and Bid Alternatives for the RFQ2018-009 Architectural and Engineering Services City Hall Building Addition project. RS&H is delighted to aid the City of Kissimmee's efforts to provide a cost-effective engineering solution for this project.

Sincerely,

RS&H, Inc.

A handwritten signature in blue ink that reads 'Edward J. Gonzalez'.

Edward J Gonzalez, PE
Vice President

Olga Gonzalez, Mayor/Commissioner



EXHIBIT I SCOPE OF SERVICE

SECTION 1. PROJECT BACKGROUND

RS&H, Inc. (the Consultant) was contracted with the City of Kissimmee to provide architectural and engineering services for an approximately 10,000 square foot addition to the City Hall. During the course of the work, the project grew in scope to approximately 12,500 square feet to accommodate all the offices and services the City desired to house in this new addition. During the course of value engineering review by the construction contractor, it was determined that the City required the project to be set up with a base bid plan set and an alternative bid plan set to provide the greatest flexibility for project funding alternatives.

SECTION 2. SCOPE OF SERVICES

The following additional services outlined below are required to provide a base bid plan set and an alternative bid plan set. These services were not included in the original contract and this additional alternative bid plan set was not previously funded. The anticipated level of effort to perform these tasks is presented in Exhibit II, Professional Fee Worksheet.

Task 1 - Project Management

- 1.1 The Consultant shall coordinate efforts with City of Kissimmee for these additional design services.
- 1.2 The Consultant shall attend meetings as necessary to up-date the project team, resolve outstanding issues and present pertinent information to the City, and Project Manager.
- 1.3 The Consultant shall write and distribute minutes of all meetings noted above.

Task 2 – Additional Design Services for Base Bid Plan Set and Alternative Bid Plan Set

- 2.1 The Consultant will provide a base bid plan set and an alternative bid plan set for review and pricing by the Construction Contractor.
- 2.2 Work includes providing complete engineering and architectural services for a base bid plan set indicating a shell for the second (2nd) floor and having a full build-out alternative bid plan set. The shell for the 2nd floor will include no walls, no floor furnishings, minimal lighting, HVAC main duct run, a basic HVAC control system, no walls, notes on the Fire Protection plans, no elevator, plumbing stub outs, and a block out for the elevator shaft. The alternate plan set will include a full build out, architectural finishes, walls, complete lighting, elevator design, complete HVAC system, complete plumbing, and complete electrical.

SECTION 3. SERVICES NOT INCLUDED

Renderings, animations, and 3 Dimensional CAD Models are not included with this scope of work.

SECTION 4. DELIVERABLES

The Consultant shall provide the City with one digital copy in pdf format of design documents.

SECTION 5. INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY will provide the following information and services at the time of notice to proceed:

- Access to the City's facilities and properties associated with the project
- Assist in coordinating with regulatory agencies and/or other utility owners
- Review and provide comments in writing for submittals within two (2) weeks



EXHIBIT II FEE

SEE ATTACHED FEE BREAKDOWN SHEET

Supplemental Agreement for Additional Services

Name of Project: City of Kissimmee - City Hall Building Addition

Consultant Name: RS&H, Inc.
 Consultant No.: 107-4088-001
 Date: 9/10/2021
 Estimator: John Rice, PE, CEM

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Engineer	Engineering Technician	Architect	Senior Landscape Architect	Landscape Architect	Planner/Permitter	Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	24	23	0	0	0	0	0	0	0	1	0	0	0	24	\$7,107	\$296.12
31. Architecture Development	227	13	45	56	56	57	0	0	0	0	0	0	0	227	\$38,265	\$168.57
Total Staff Hours	251	36	45	56	56	57	0	0	0	1	0	0	0	251		
Total Staff Cost		\$10,976.31	\$10,872.30	\$8,107.68	\$6,086.19	\$9,235.42	\$0.00	\$0.00	\$0.00	\$94.22	\$0.00	\$0.00	\$0.00		\$45,372.12	\$180.77
Check = \$45,372.12																
TOTAL ESTIMATED FEE:																\$45,372.12

Project Activity 3: General Tasks

Estimator:

City of Kissimmee - City Hall Building Addition

999999-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	24	24	Additional effort for developing a base bid and a bid alternative set
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					24	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Phase Reviews	EA	0	0	0	
	Field Reviews	EA	0	0	0	Field reviews are listed within each discipline's tab breakdown
	Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Architectural Plans							
31.1	Architectural Program Review/Verification		Text Pages	0	0	0	0	
31.2	Key Sheet and Index of Sheets		Sheet	0	0	0	0	
31.3	General Notes, Abbreviations, Symbols, and Legend		Sheet	0	0	0	0	
31.4	Life Safety Plans		Sheet	1	4	1	4	Additional effort for developing a base bid and a bid alternative set
31.5	Site Plans		Sheet	1	0	1	0	
31.6	Floor Plans (Small Scale)		Sheet	0	0	0	0	
31.7	Floor Plans (Large Scale)		Sheet	4	6	4	24	Additional effort for developing a base bid and a bid alternative set
31.8	Exterior Elevations		Sheet	0	0	0	0	
31.9	Roof Plans		Sheet	0	0	0	0	
31.10	Roof Details		Sheet	0	0	0	0	
31.11	Interior Elevations		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.12	Rest Room Plans (Enlarged)		Sheet	0	0	0	0	
31.13	Rest Room Elevations		Sheet	0	0	0	0	
31.14	Building Sections		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.15	Stair Section, Enlarged Stair Plan and Details		Sheet	0	0	0	0	
31.16	Reflective Ceiling Plans		Sheet	2	4	2	8	Additional effort for developing a base bid and a bid alternative set
31.17	Room Finish Schedule or Finish Plan		Sheet	1	8	1	8	Additional effort for developing a base bid and a bid alternative set
31.18	Door and Window Schedule		Sheet	1	2	1	2	Additional effort for developing a base bid and a bid alternative set
31.19	Door Jamb Details and Window Details		Sheet	0	0	0	0	
31.20	Exterior Wall Sections		Sheet	0	0	0	0	
31.21	Interior Wall Sections		Sheet	0	0	0	0	
31.22	Overhead Door Details		Sheet	0	0	0	0	
31.23	Curtain Wall Details		Sheet	0	0	0	0	
31.24	Fascia, Soffit and Parapet Details		Sheet	0	0	0	0	
31.25	Signage Details		Sheet	0	0	0	0	
31.26	Miscellaneous Details		Sheet	0	0	0	0	
31.27	Repetitive Sheets		Sheet	0	0	0	0	
31.28	Design Narrative Reports		LS	0	0		0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.29	Permitting		LS	0	0		0	
31.30	Other Pertinent Project Documentation		LS	0	0		0	
31.31	Cost Estimate		LS	0	0		0	
31.32	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Architectural Plans Technical Subtotal						14	78	
31.33	Field Reviews		LS	0	0		0	0
31.34	Technical Meetings							See listing below
31.34.1	FDOT		EA	0	0		0	
31.34.2	Local Governments (cities)		EA	0	0		0	
31.34.3	Local Governments (counties)		EA	0	0		0	
31.34.4	Other Meetings		EA	0	0		0	
31.34.5	Progress Meetings		EA	0	0		0	
31.34.6	Phase Review Meetings		EA	1	3		3	Additional Phase Review meetings
31.34.7	Subtotal Technical Meetings						3	
31.35	Quality Assurance/Quality Control		LS	%	5%		4	
31.36	Independent Peer Review		LS	%	0%		0	
31.37	Supervision		LS	%	5%		4	
Architectural Plans Total						14	89	
Structural Plans								
31.38	General Notes, Abbreviations, Symbols, and Legend		Sheet	0	0	0	0	
31.39	Foundation Plans (Small Scale)		Sheet	0	0	0	0	
31.40	Foundation Plans (Large Scale)		Sheet	0	0	0	0	
31.41	Slab Plans (Small Scale)		Sheet	0	0	0	0	
31.42	Slab Plans (Large Scale)		Sheet	0	0	0	0	
31.43	Slab Placement Plans		Sheet	0	0	0	0	
31.44	Slab Placement Details		Sheet	0	0	0	0	
31.45	Foundation Sections		Sheet	0	0	0	0	
31.46	Foundation Details		Sheet	0	0	0	0	
31.47	Slab Sections		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.48	Slab Details		Sheet	0	0	0	0	
31.49	Roof Framing Plans (Small Scale)		Sheet	0	0	0	0	
31.50	Roof Framing Plans (Large Scale)		Sheet	0	0	0	0	
31.51	Roof Loading Plans and Details		Sheet	0	0	0	0	
31.52	Roof Sections		Sheet	0	0	0	0	
31.53	Roof Details		Sheet	0	0	0	0	
31.54	Bearing Wall Sections		Sheet	0	0	0	0	
31.55	Bearing Wall Details		Sheet	0	0	0	0	
31.56	Column Sections		Sheet	0	0	0	0	
31.57	Column Details		Sheet	0	0	0	0	
31.58	Miscellaneous Sections		Sheet	0		0	0	
31.59	Repetitive Sheets		Sheet	0	0	0	0	
31.60	Other Pertinent Project Documentation		LS	0	0		0	
31.61	Cost Estimate		LS	0	0		0	
31.62	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Structural Plans Technical Subtotal						0	0	
31.63	Field Reviews		LS	0	0		0	0
31.64	Technical Meetings							See listing below
31.64.1	FDOT		EA	0	0		0	
31.64.2	Local Governments (cities)		EA	0	0		0	
31.64.3	Local Governments (counties)		EA	0	0		0	
31.64.4	Other Meetings		EA	0	0		0	
31.64.5	Progress Meetings		EA	0	0		0	
31.64.6	Phase Review Meetings		EA	0	0		0	
31.64.7	Subtotal Technical Meetings						0	
31.65	Quality Assurance/Quality Control		LS	%	5%		0	
31.66	Independent Peer Review		LS	%	0%		0	
31.67	Supervision		LS	%	5%		0	
Structural Plans Total						0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Mechanical Plans								
31.68	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.69	Plans (Small Scale)		Sheet	0	0	0	0	
31.70	Plans (Large Scale)		Sheet	2	12	2	24	Additional effort for developing a base bid and a bid alternative set
31.71	Details		Sheet	2	6	2	12	Additional effort for developing a base bid and a bid alternative set
31.72	Sections		Sheet	0	0	0	0	
31.73	Piping Schematics		Sheet	1	4	1	4	Additional effort for developing a base bid and a bid alternative set
31.74	Control Plans		Sheet	1	12	1	12	Additional effort for developing a base bid and a bid alternative set
31.75	Schedules		Sheet	2	4	2	8	Additional effort for developing a base bid and a bid alternative set
31.76	HVAC Calculations		Sheet	0	0	0	0	
31.77	Life Cycle Cost Analysis		Sheet	0	0	0	0	
31.78	Repetitive Sheets		LS	0	0		0	
31.79	Other Pertinent Project Documentation		LS	0	0		0	
31.80	Cost Estimate		LS	0	0		0	
31.81	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Mechanical Plans Technical Subtotal						8	60	
31.82	Field Reviews		LS	0	0		0	0
31.83	Technical Meetings							See listing below
31.83.1	FDOT		EA	0	0		0	
31.83.2	Local Governments (cities)		EA	0	0		0	
31.83.3	Local Governments (counties)		EA	0	0		0	
31.83.4	Other Meetings		EA	0	0		0	
31.83.5	Progress Meetings		EA	0	0		0	
31.83.6	Phase Review Meetings		EA	0	0		0	0
31.83.7	Subtotal Technical Meetings						0	
31.84	Quality Assurance/Quality Control		LS	%	5%		3	
31.85	Independent Peer Review		LS	%	0%		0	
31.86	Supervision		LS	%	5%		3	
Mechanical Plans Total						8	66	
Plumbing Plans								

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.87	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.88	Plans (Small Scale)		Sheet	0	0	0	0	
31.89	Plans (Large Scale)		Sheet	2	2	2	4	Additional effort for developing a base bid and a bid alternative set
31.90	Isometrics (Large Scale)		Sheet	2	2	2	4	Additional effort for developing a base bid and a bid alternative set
31.91	Riser Diagrams		Sheet	0	0	0	0	
31.92	Details		Sheet	0	0	0	0	
31.93	Repetitive Sheets		Sheet	0	0	0	0	
31.94	Other Pertinent Project Documentation		LS	0	0		0	
31.95	Cost Estimate		LS	0	0		0	
31.96	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Plumbing Plans Technical Subtotal						4	8	
31.97	Field Reviews		LS	0	0		0	
31.98	Technical Meetings							See listing below
31.98.1	FDOT		EA	0	0		0	
31.98.2	Local Governments (cities)		EA	0	0		0	
31.98.3	Local Governments (counties)		EA	0	0		0	
31.98.4	Other Meetings		EA	0	0		0	
31.98.5	Progress Meetings		EA	0	0		0	
31.98.6	Phase Review Meetings		EA	0	0		0	
31.98.7	Subtotal Technical Meetings						0	
31.99	Quality Assurance/Quality Control		LS	%	5%		1	
31.100	Independent Peer Review		LS	%	0%		0	
31.101	Supervision		LS	%	5%		1	
Plumbing Plans Total						4	10	
Fire Protection Plans								
31.102	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.103	Fire Protection Plan		Sheet	0	0	0	0	
31.104	Riser Diagram, Details, and Partial Plans		Sheet	0	0	0	0	
31.105	Hydraulic Calculation		Sheet	0	0	0	0	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.106	Repetitive Sheets		Sheet	0	0	0	0	
31.107	Other Pertinent Project Documentation		LS	0	0		0	
31.108	Cost Estimate		LS	0	0		0	
31.109	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Fire Protection Plans Technical Subtotal						0	0	
31.110	Field Reviews		LS	1	0		0	
31.111	Technical Meetings							See listing below
31.111.1	FDOT		EA	0	0		0	
31.111.2	Local Governments (cities)		EA	0	0		0	
31.111.3	Local Governments (counties)		EA	0	0		0	
31.111.4	Other Meetings		EA	0	0		0	
31.111.5	Progress Meetings		EA	0	0		0	
31.111.6	Phase Review Meetings		EA	0	0		0	
31.111.7	Subtotal Technical Meetings						0	
31.112	Quality Assurance/Quality Control		LS	%	5%		0	
31.113	Independent Peer Review		LS	%	0%		0	
31.114	Supervision		LS	%	5%		0	
Fire Protection Plans Total						0	0	
Electrical Plans								
31.115	General Notes, Abbreviations, Symbols, Legend, and Code Issues		Sheet	0	0	0	0	
31.116	Electrical Site Plan		Sheet	0	0	0	0	
31.117	Lighting Plans		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.118	Lighting Fixtures Schedules		Sheet	1	4	1	4	Additional effort for developing a base bid and a bid alternative set
31.119	Lighting Fixtures Details		Sheet	0	0	0	0	
31.120	Lightning Protection Plans		Sheet	0	0	0	0	
31.121	Lightning Protection Details		Sheet	0	0	0	0	
31.122	Power Plans		Sheet	2	8	2	16	Additional effort for developing a base bid and a bid alternative set
31.123	Power Distribution Riser Diagrams		Sheet	1	8	1	8	Additional effort for developing a base bid and a bid alternative set
31.124	Panel Board Schedules		Sheet	2	4	2	8	Additional effort for developing a base bid and a bid alternative set

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.125	Data Plans		Sheet	0	0	0	0	
31.126	Data Details		Sheet	0	0	0	0	
31.127	Communication Plans		Sheet	0	0	0	0	
31.128	Communication Details		Sheet	0	0	0	0	
31.129	Security Alarm System Plans		Sheet	0	0	0	0	
31.130	Miscellaneous Details		Sheet	0	0	0	0	
31.131	Repetitive Sheets		LS	0	0		0	
31.132	Energy Analysis		LS	0	0		0	
31.133	Other Pertinent Project Documentation		LS	0	0		0	
31.134	Cost Estimate		LS	0	0		0	
31.135	Technical Special Provisions and Modified Special Provisions Packages		LS	0	0		0	
Electrical Plans Technical Subtotal						8	52	
31.136	Field Reviews		LS				0	
31.137	Technical Meetings							See listing below
31.137.1	FDOT		EA	0	0		0	
31.137.2	Local Governments (cities)		EA	0	0		0	
31.137.3	Local Governments (counties)		EA	0	0		0	
31.137.4	Other Meetings		EA				0	
31.137.5	Progress Meetings		EA	0	0		0	
31.137.6	Phase Review Meetings		EA				0	
31.137.7	Subtotal Technical Meetings						0	
31.138	Quality Assurance/Quality Control		LS	%	5%		3	
31.139	Independent Peer Review		LS	%	0%		0	
31.140	Supervision		LS	%	5%		3	
Electrical Plans Total						8	58	
Architecture Development Subtotal						34	223	
31.141	LEED Certification		LS	1	0		0	
31.142	Coordination		LS	%	2%		4	

31. Architecture Development

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
31.143	Building Information Modeling (BIM)		Project	--	--	--	--	Using AutoCad Revit or a similar program for the production of construction documents does not cost the Client/Owner any additional design fee. However, the proportion of the fee is more front loaded because of the design process. The creation of the 3D model is part of the design and must be converted into 2D to print the construction documents. The additional use of the Virtual 3D model can provide additional advantages and services, but at an additional cost. Another very useful feature is the user's ability to visualize the spaces in 3D early on as part of the approval process.
31. Architecture Development Total						34	227	

Total Technical Meetings (sum of meetings above)									Comments	PM Attendance at Meeting Required?	Number
Meeting	Hours						Total Meetings	Total Hours			
	Architectural Plans	Structural Plans	Mechanical Plans	Plumbing Plans	Fire Protection Plans	Electrical Plans					
FDOT	0	0	0	0	0	0	0	0			0
Local Governments (cities)	0	0	0	0	0	0	0	0			0
Local Governments (counties)	0	0	0	0	0	0	0	0			0
Other Meetings	0	0	0	0	0	0	0	0			0
Subtotal Technical Meetings							0	0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	0	0	0	0	0	0	0	0		**	--
Phase Review Meetings	3	0	0	0	0	0	1	3		**	--
Total All Meetings							1	3	Total PM Meetings (carries to Tab 3)		0

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Carries to Tab 3



EXHIBIT III PROJECT SCHEDULE

The engineering services described are anticipated to be completed in accordance with the following schedule. The schedule provided is based on the timely receipt of the information to be provided by the City. The schedule assumes a two (2) week submittal review time by the City.

- Schedule Kick-off Meeting: Upon receipt of notice to proceed (NTP)
- Design completion within 45 days of NTP

The total project period for completion for this additional design effort is estimated to be 45 days.

ITEM 7.I**BUDGET ADJUSTMENT TO THE POLICE SPECIAL OPERATIONS DIVISION'S OVERTIME ACCOUNT****Request**

Approval to increase revenues along with the Police Special Operations Division's overtime account in the amount of \$11,216.42 to account for the reimbursement of overtime incurred as part of the High Intensity Drug Trafficking Area (HIDTA) Task Force.

Explanation

Members of the Police Special Operations Division assigned to the Osceola County Investigative Bureau will, from time to time, participate in long-term criminal investigations into the sale of drugs that are undertaken by the federal government. During these cases, the federal government under the HIDTA Task Force will reimburse overtime expenses incurred by local law enforcement agencies.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130601 501414		Increase	\$11,217	
00100369 369900		Increase	\$11,217	

Financial Summary:

The following reimbursement check has been received and will be deposited upon approval of the budget adjustment:

Check Number #19814 Check Dated 8/17/2021 Amount \$11,216.42.

Recommendation

Approval of a budget adjustment to increase revenues along with the Police Special Operations Division's overtime account in the amount of \$11,217 for the reimbursement of overtime incurred as part of the HIDTA Task Force.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

None

ITEM 8.A
CHARTER SCHOOL ADVISORY BOARD VACANCY

Request

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Alvin Codner.

Explanation

Staff received notification on July 13, 2021 that Business Person Alvin Codner submitted his resignation for the Charter School Board due to a change in employment.

When this item appeared on the August 17, 2021 Agenda, we had two applicants and the Commission did not feel either was a viable candidate for appointment as a Business Person. The Charter School Board members are appointed jointly by the City Commission and are not assigned to a particular Commission Seat. The term for each appointed Charter School Advisory Board member is four (4) years. However, this appointment will be to complete Mr. Codner's term which expires on September 30, 2023.

Applicants have been solicited but none have been received as of September 22, 2021.

Recommendation

Staff recommends the Commission review applications and appointment of one business person to fill the vacancy.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 8.B

COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Request

Staff requests Commission appointments for the selection committee that will make recommendations to the Commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals.

Explanation

This item will remain on the agenda until all appointments are made. At the last meeting, Commissioner Fisher appointed Davide Carbone, who would no longer be able to serve due to an upcoming relocation. As a result, all appointments are still open.

The background:

During the April 27, 2021 Commission meeting, staff reviewed the Florida Statutes and made recommendations on establishing a committee necessary to review the proposals received for the Emergency Shelter/Bridge-Housing and Homeless Services Request for Proposals (RFP) and make recommendations to the City Commission regarding the selection. The Commission agreed this seven to nine member committee must be made up of individuals with some expertise in fields related to the services sought in the proposal.

Examples of relevant professions would include, but are not limited to:

- Healthcare Administration
- Human Services
- Non-profit Management
- Real Estate and Development
- General Business/Management
- Legal Services
- Education

Each commissioner will appoint one individual to the committee, then the Commission will make a collective at-large appointment to represent interest groups who have expressed a desire to participate in the process, such as the business community, local medical industry, realtors, and/or an expert on homeless issues having no affiliation with an entity submitting a proposal.

Proposals are due on October 15, 2021. Therefore, committee appointments are necessary in order to move forward. In order to assist with the appointment process, staff has developed a list of individuals interested in participating in this critical selection process should Commissioners desire additional committee members for consideration.

Recommendation

Staff recommends finalizing selection committee appointments.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):

None

ITEM 8.C**SOCIAL SERVICES AND QUALITY OF LIFE GRANT FUNDING ALLOCATIONS FOR FY 2021-22****Request**

Commission discussion and approval of the FY 2021-22 Social Services and Quality of Life Funding Allocations.

Explanation

Each year the Commission approves funding for non-profit agencies instrumental in supporting the mission of the City and furthering the Commission's goals each year. This funding process includes two categories. The Social Services category is designed to support non-profit agencies with direct service programs that reduce the burden on City services by meeting the needs of our most vulnerable residents. For several years, the City Commission has prioritized funding for programs that support the needs of the homeless and families in crisis. The second category is Quality of Life, which provides funding for programs designed to improve the quality of life for residents by supporting the arts, education, and culture.

During the April Workshop, the Commission approved continuing with the averaging method for the initial recommendations. As a result, a Notice of Funding Availability and Applications for Funding were sent to ten recipients and two new agencies.

Each Commissioner was provided with a spreadsheet and application packets in order to complete their allocation recommendations. During the meeting, the funding averages of all submissions will be provided for review and approval.

The proposed FY 2021-22 budget for Social Services is \$300,000 and Quality of Life is \$50,000.

Recommendation

Staff requests Commission discussion and approval on the funding allocations for FY 2021-22.

REQUESTED CITY COMMISSION ACTION:

Approve
Commission Direction

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):

1. Social_Services_Funding_FY_2021-22 Comm Draft
2. Social_Services_Funding_FY_2021-22 Comm Draft QOL

AGENCY	Services Funded with City Funds	Funding Requests FY 2021-22
Osceola Council on Aging <u>Program: Health Clinic: \$30,000</u>	Health Clinic: \$17,000 to fund salary of staff physician and \$8000 for diagnostic testing of uninsured, low income patients Secondary health care to low-income, uninsured, chronically ill residents of Osceola County.	\$30,000.00
<u>Program: Nutritional Services: \$50,000</u>	Nutrition Services: Food purchases for emergency meal and food distribution programs. Congregant meals; home delivered meals; food bank/pantry. Provides supplemental commodities and fresh produce from local producers for emergency meal/food distribution programs (Congregate Meals, Meals on Wheels, Food Bank)	\$50,000.00
<u>Program: (New) Transportation (was Building Strong Families) : \$20,000</u>	Cover the cost of 1 part time driver and fuel expenses for the Council's transportation program. (New)	\$20,000.00
Osceola Mental Health/ Park Place Behavioral Health Care <u>Program: Residence Level IV Adult Substance Abuse Services</u> Services: Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	(4-6) beds in the residential level IV program for clients with chemical dependency- includes services and related cost	\$65,000.00
Hope Partnership (formerly Community Hope Center) Serves as hub where social services providers can co-locate to better provide services to those in need.	Subsidize the drop-in service space located on Spruell Avenue, salary for one diversion specialist, salary for one outreach worker (****City currently funds one outreach worker/navigator through CDBG)	\$75,000.00
Help Now of Osceola, Inc. <u>Program: Domestic Violence Services</u> Serves the needs of domestic abuse survivors by operating a safe shelter facility, Outreach Center, direct client services, and community advocacy. Funding : Case Management Services at shelter facility and Maintenance expenses at shelter facility.	Shelter operations, case management, communications hotline and facility maintenance	\$45,000.00
Aspire Health Partners, Inc. <u>Program: HOME (Helping Others Make the Effort)</u> Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	Operational cost of providing bridge housing services to the residents of the HOME program. This includes: utilities, staff support, residential housing supplies, building facility maintenance, insurance, and other related operational costs	\$50,000.00
Community Coordinated Care for Children, Inc. (4C) <u>Program: Head Start/ Early Head Start:</u> Provides early learning programs, childcare assistance and supportive family services.	Head Start Program- Assists low income families with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage \$32,000 in funding).	\$8,000.00
Orlando Health/ Howard Phillips Center for Children & Families <u>Program: Healing Tree:</u> Provides therapy/counseling for children and families of children who have been victims of child abuse/ sexual abuse.	Specialized clinical assessments and ongoing therapeutic services provided by licensed mental health therapist and interns for child victims of abuse and their families	\$15,000.00
Heavenly Hoofs, Inc/ McCormick Foundation <u>Program: Horses and Heroes</u> Serves post 9/11 Veterans with PTSD through equine-assisted therapy	Services will fund the cost of delivering the program services to veterans; cost of therapy horses, staff member delivering the services; and contract mental health therapist for the program. (Will serve 2 veterans for 12 week of therapy)	\$6,336.00
The Opportunity Center (Osceola ARC) <u>Program: Adult Day Training :</u> Provides training to developmentally disabled adults.	Funds will be used to create a multi sensory environment for individuals attending the Adult Day Training Program	\$9,162.61
Primary Care Medical Services of Poinciana/ Osceola Community Health Services <u>Program: Mobile Medical and Dental Services for the homeless</u>	New program aimed at providing primary medical and dental services in fully equipped medial and dental vans to the homeless and motel families at the Hope Center site one day per week for each service.	\$50,000.00
New Requests		
Salvation Army	Portion of Case manager salary, homelessness support supplies and services, emergency financial assistance for direct client distribution	\$67,000.00
Church and Community	Food bank, case management, clothing, emergency shelter	\$175,000.00
Total		\$665,498.61

Quality of Life Program Requests FY 2021-22

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Budget: \$50,000

Agency Name	Program Specifics	Agency Funding Request
Osceola Historical Society	General Operating (Pioneer Village)	\$33,000.00
Osceola Arts	ARTisNOW Community Murals Program- funds will support the design and execution of four murals in various locations in the city limits of Kissimmee	Funded through CRA grant
Boys and Girls Club of Osceola County	Education and Career Development	\$2,500.00
Regional Homelessness Effort through Central Florida Commission on Homelessness	Board of Governors Member*	\$5,000.00
Osceola County Literacy Match	City Match- Footsteps to Brilliance	\$9,800.00
Bahia Strainers	\$5,000 complimentary posters from funds will cover a portion of donated (boxes)	
Total		\$50,300.00