



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 15, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

- 3.A Introduction of Mr. David Shimp, CEO of HCA Florida - Osceola Hospital
- 3.B Proclamation - Water Conservation Month
- 3.C Employee of the Month for March

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - Second and Final Reading - Ordinance Updating Emergency Service Rates and Charges - Proposed Ordinance No. 22-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 20, ARTICLE II, EMERGENCY MEDICAL SERVICES; SECTION 20-19, RATES AND CHARGES; MODIFYING BASE RATES FOR ALL SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

- 4.B Public Hearing - Final Reading - Ordinance amending the Zoning Map designation from City MUPUD to City RC-1: Mill Slough Road, ZMA-21-0001 - Proposed Ordinance 22-001

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

- 4.C Public Hearing - First Reading - Ordinance to Annex 13.52 acres of land: Hilliard Park, AX-21-0001 - Proposed Ordinance 22-002

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

- 5.A Public Hearing - Tapestry, Parcel 2, Phases 2 and 3 PUD Amendment: DRC-21-00092

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

- 7.A Approval of City Commission Minutes from the March 1, 2022 meeting
- 7.B Magnolia Park Replat - Final Plat (DRC# SR-21-0002)
- 7.C Agreement with American Traffic Solutions d/b/a Verra Mobility for Traffic Camera Safety Improvement Program
- 7.D Task Work Order No. 2 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project
- 7.E Acceptance of CDBG-MIT funds through the State of Florida, Department of Economic Opportunity for the Woodside Drainage Improvement Project
- 7.F Request to Approve Utility Easement to Toho Water Authority Relating to Osceola County's Bill Beck Boulevard - Segment B Roadway Improvement Project

8. DISCUSSION ITEMS

- 8.A Appointments to the MetroPlan Orlando Board of Directors and Community Advisory Committee

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 Commission Meeting with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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

ITEM 3.A**Introduction of Mr. David Shimp, CEO of HCA Florida - Osceola Hospital****Request**

The City of Kissimmee's Economic Development Division will introduce to the Commission the new HCA Florida - Osceola Hospital CEO, Mr. David Shimp.

Explanation

HCA is the hospital system of Osceola Regional Medical Center, which has recently been rebranded to HCA Florida - Osceola Hospital. This hospital is one of the City of Kissimmee's largest employers as well as tax-paying entities. The retirement of the previous CEO, Mr. David Carbone, prompted the hiring of Mr. David Shimp, who will share with the Commission his vision for furthering the hospital.

Department: City Manager

Presenter: Belinda Kirkegard

Attachment(s):

None

ITEM 3.B

Proclamation - Water Conservation Month

Request

The request is for the City Commission to present a Proclamation in honor of "Water Conservation Month."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Water Conservation Month.2022

Proclamation



WATER CONSERVATION MONTH

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and

WHEREAS, more than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a clean and healthy environment; and

WHEREAS, Floridians consume more than 8 billion gallons of fresh water daily, and the future of Florida depends greatly upon the availability of water; and

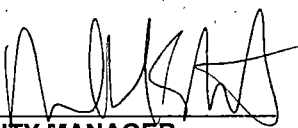
WHEREAS, all water users including commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources; and

WHEREAS, the Toho Water Authority is working in collaboration and coordination with the State of Florida, Water Management Districts, the Cities of Saint Cloud and Kissimmee, Osceola County, businesses, agriculture, environmental organizations and are developing comprehensive and long-term water conservation programs to help instill a lasting culture of conservation in our communities; and

WHEREAS, the Governor and Cabinet of the State of Florida are designating April as Florida's Water Conservation Month to encourage Floridians to conserve the state's precious water resources.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim April 2022 as **"WATER CONSERVATION MONTH"** and call upon all residents, visitors and businesses to help protect our precious resource by practicing water conservation measures and becoming more aware of the need to conserve water.

IN WITNESS, THEREOF, this is signed this 15th day of March 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Employee of the Month for March

Request

Request that the City Commission join the City Manager in recognizing Justin Hetu, City Manager's Office, as March's Employee of the Month.

Explanation

It is an honor to announce Justin Hetu as Employee of the Month for March. Justin is a Public Information Specialist and has been with the City for over 8 years.

Justin was the Public Education Coordinator for the Public Works Department and has recently shifted into a similar role with the City Manager's department. He continues to educate the public on City projects, with his specialty being stormwater programs, having received his certification in this area in 2015. Justin's other areas of expertise are recycling, environmental education, and communications for construction projects. Justin actively disseminates information by participating in local area groups, meeting with downtown business owners, and interacting with citizens through outreach activities that encompass clean-up and public awareness events.

Justin's upbeat personality brings positive momentum to presentations and projects that he is involved with. His ambition and energy are contagious – making him a natural facilitator as master of ceremonies for many City events. The City is pleased to recognize Justin for his exuberance and effectiveness as a City representative, and for all that he does.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Second and Final Reading - Ordinance Updating Emergency Service Rates and Charges - Proposed Ordinance No. 22-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 20, ARTICLE II, EMERGENCY MEDICAL SERVICES; SECTION 20-19, RATES AND CHARGES; MODIFYING BASE RATES FOR ALL SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

This is a request to approve the second and final reading of Proposed Ordinance No. 22-06 to update emergency medical service rates and charges, and to authorize staff to automatically adjust fees every two years according to the annual Ambulance Inflation Factor (AFI) and the Consumer Price Index (CPI).

Explanation

The City last updated its Emergency Medical Services (EMS) rates and charges in March 2012. Since that time, the cost of EMS supplies has risen over 210%. Based on this and the fact that the current fees are below the average rates charged by other Central Florida EMS agencies, staff is requesting the Commission approve this proposed ordinance to adjust the rates. Adjusting the fees will enable the Fire Department to better fund measures to meet the increased demand for EMS services that is provided to the community.

Current rates are as follows:

Ambulance Transport (BLS)	\$600.00
Advanced Life Support (ALS 1)	\$650.00
Advanced Life Support with transport (ALS 2)	\$700.00
Treatment without Transport (ALS)	\$400.00
Mileage (per loaded mile)	\$ 10.00

To bring the City's rates more in line with the actual costs and the average rates charged by other jurisdictions in the Central Florida region, staff is proposing the following rates:

Basic Life Support (BLS) Transport	\$775.00
Advanced Life Support (ALS 1)	\$800.00
Transport Advanced Life Support (ALS 2)	\$870.00
Treatment without Transport (ALS)	\$400.00
Mileage (per loaded mile, per patient)	\$ 12.00

Osceola County Fire Rescue and St. Cloud Fire Rescue are both evaluating their current rates as well.

Recommendation

Staff recommends approval of the second and final reading of the Ordinance.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Fire

Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Ordinance No. 22-06
2. Advertisement - Proposed Ord 22-06 Emergency Medical Services Rates and Charges (3-15-2022)

PROPOSED ORDINANCE NO. 22-06
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 20, ARTICLE II, EMERGENCY MEDICAL SERVICES; SECTION 20-19, RATES AND CHARGES; MODIFYING BASE RATES FOR ALL SERVICES; 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. Rates and Charges

The following rates and charges shall be assessed by the City of Kissimmee for the provision of the services indicated:

EMERGENCY MEDICAL SERVICES RATES AND CHARGES:

1. Base Rates

Basic Life Support Transport Fee (BLS)	\$775.00
Advanced Life Support (ALS 1)	\$800.00
Advanced Life Support (ALS 2)	\$870.00
Treatment without Transport (ALS)	\$400.00
Mileage	\$12.00

The table of Rates and Charges shall automatically increase every two (2) years according to the annual Ambulance Inflation Factor (AIF) and the Consumer Price Index (CPI).

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

SECTION 3. 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 _____, 2022.

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

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:

February 24, 2022.

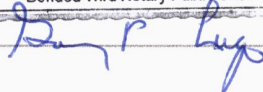
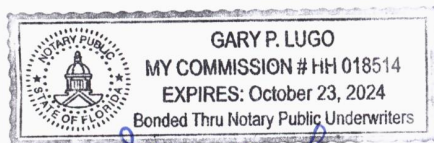
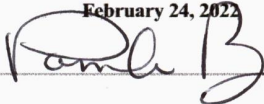
Affiant further says that the
Osceola News-Gazette is a newspaper
published in Kissimmee, in said
Osceola County, Florida, and that the said
newspaper has heretofore been
continuously published in said
Osceola County, Florida, each week
and has been entered as periodicals
postage matter at the post office
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

February 24, 2022



In THE MATTER OF:
NOTICE OF PUBLIC HEARING AND
SECOND READING
ORDINANCE 22-06

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will
meet on **Tuesday, March 1, 2022, 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, March 15, 2022, 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 # 22-06

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 20,
ARTICLE II, EMERGENCY MEDICAL SERVICES; SECTION
20-19, RATES AND CHARGES; MODIFYING BASE RATES
FOR ALL SERVICES; 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).
February 24, 2022



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#36284

ITEM 4.B

Public Hearing - Final Reading - Ordinance amending the Zoning Map designation from City MUPUD to City RC-1: Mill Slough Road, ZMA-21-0001 - Proposed Ordinance 22-001

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 to change the Zoning designation from Planned Mixed Use Development (PMUD) to Multiple Family Medium Density Residential (RC-1) on 30.92 acres of land.

Explanation

This project is currently part of Phase 2 of the Sunbelt PMUD that was established in 1998 as part of the approval of an amendment to the Quail Hollow PUD. Prior to this amendment, proposed uses on this site in the Quail Hollow PUD included apartments and commercial uses that would front along an extension of Bill Beck Blvd. Additional future land use and Sunbelt PUD amendments changed the uses and phasing on this site to townhomes and detached single family homes. Construction plans for Sunbelt Ph. 2 were previously approved in 2007 (DRC#05-00077) for townhomes and single family detached homes but on-site improvements did not commence and the construction plans expired.

This amendment is requesting to change the zoning designation from the Sunbelt PMUD to the RC-1 zoning district. The intent of development proposals within the RC-1 Zoning district should provide for smooth transitions in residential density, preserve the stability of established residential neighborhoods, and include sufficient open space, parking, and landscaping to reinforce objectives for quality living areas. The applicant is proposing to establish 214 townhome units with a density of 8.55 dwelling units per acre, which is less than the minimum 10 dwelling units per acre established under the property's Multi Family Medium Density Residential (MF-MDR) Future Land Use designation (Policy 1.2.1.3, Future Land Use Element). This policy permits lesser densities than the minimum in cases to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.

A City Commission Variance was approved (DRC#04104) at the October 5, 2004 City Commission meeting that waived the requirement to construct the portion of Bill Beck Blvd. adjacent to Phase 1. A subsequent City Commission Variance (DRC#05151) was also granted to waive the construction requirements of Bill Beck Blvd. for Ph. 2 of Sunbelt at the November 15, 2005 City Commission meeting. Bill Beck Blvd. must be constructed prior to the City Commission subdivision acceptance or issuance of Certificates of Occupancy (CO's) for this project.

Staff has received letters and emails from adjacent property owners that are included with the attachments. Other site improvements and conditions to mitigate impacts will be addressed with the subsequent development review process and is subject to applicable local, state, and federal permitting requirements and standards.

The proposed zoning map amendment is consistent and compatible with adjacent uses, previously approved uses, and with the current Multi-Family Medium Density Residential (MF-MDR) Future Land Use designation.

City of Kissimmee

FINDINGS AND REASONS:

1. Compliance with the intent of the RC-1 zoning district as outlined in Section 14-4-4(E) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-5, Table 4-1, as townhomes are consistent and compatible with the surrounding area.
3. Compliance with the dimensional regulations for standard zoning districts as outlined in Section 14-4-6 of the Land Development Code.
4. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate townhomes, multi family structures, and lesser densities than 10 dwelling units per acre to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
5. Compliance with Land Development Code Section 14-3-27, Zoning map and Land Development Code (LDC) amendments, in regards to the submittal and review procedures and criteria to support an amendment.

Recommendation

The Development Review Committee (DRC) recommended approval on December 7, 2021.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on February 16, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

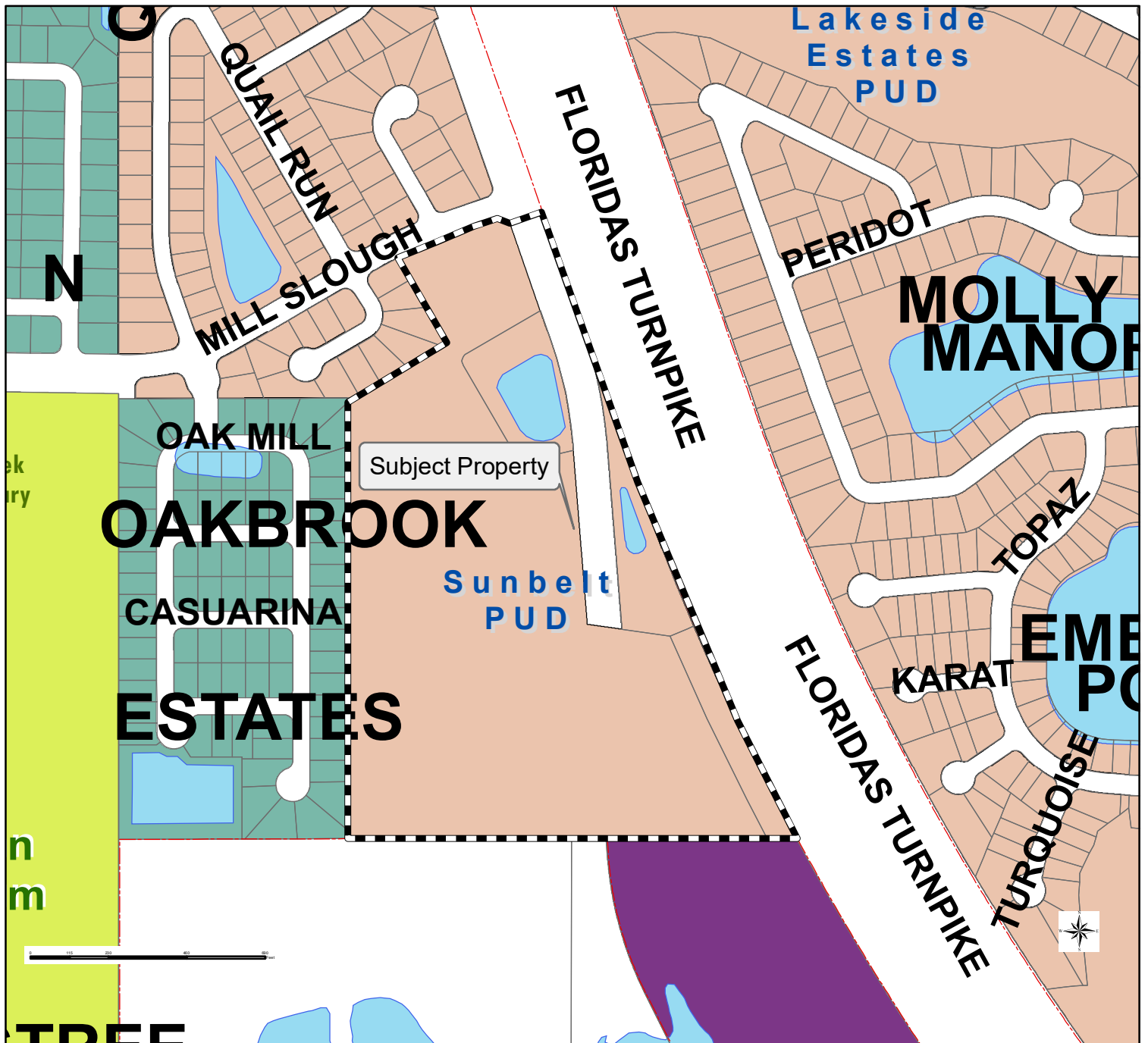
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. ZMA - 21-0001 Aerial Map
2. ZMA -21-0001 Vicinity Map
3. ZMA-21-0001 Site Data Tables
4. ZMA-21-0001 Proposed Ord 22-001
5. ZMA-21-0001 City Commission Ad
6. ZMA-21-0001 Public Comments
7. ZMA-21-0001 PAB Actions
8. ZMA-21-0001 DRC Comments
9. ZMA-21-0001 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)		

Mill Slough Rd. (Sunbelt Ph.2) Zoning Map Amendment, ZMA-21-0001
West of the Florida Turnpike, South of Mill Slough Road, & East of Quail Hollow Avenue
13-25-29-00U0-0012-0000, 13-25-29-2198-0001-00B0,
13-25-29-2198-0001-00C0, & 13-25-29-2198-0001-00D0
Site Data Tables

Site Data	
Size	30.95 acres
Future Land Use Designation	SF-LDR (Single Family Low Density Residential), MF-MDR (Multi Family Medium Density Residential), & CG (Commercial General)
Proposed Future Land Use Designation	N/A
Zoning District Designation	MUPUD (Mixed Use Planned Unit Development)
Proposed Zoning District Designation	RC-1 (Multi Family Medium Density Residential)
Existing Overlay District	None
Existing Use(s)	Vacant
Proposed Use(s)	Townhomes (Single-Family Attached)
Adjacent Land Use	
North	SF-LDR – City
South	MF-MDR – City & MD/I (Medium Density/Intensity) - County
East	N/A (Florida Turnpike)
West	SF-LDR – City
Adjacent Zoning	
North	MUPUD - City
South	RPUD (Residential Planned Unit Development) – City & MDR (Medium Density Residential – County
East	N/A (Florida Turnpike)
West	RA-3 (Single Family Residential) - City
Future Land Use & Zoning History	88-095 – Annexation (Quail Hollow) 88-096 - Land Use Amendment 88-097 - PUD Rezoning (MUPUD - County to RPUD – City) (Quail Hollow) 97-142 – PUD Amendment (Sunbelt MUPUD) 04-037 – PUD Amendment – Ph. 1 04-038 – Land Use Amendment 05-076 – PUD Amendment – Ph. 2 06-039 – PUD Amendment – Ph. 2 20-0001 – PUD Amendment – Ph. 1 ZMA-21-0001 Rezoning (Sunbelt Ph. 2 MUPUD to RC-1)
Past/Current Project Tracking	99-026 – Preliminary Plat – Ph. 2 04-104 – City Commission Variance 04-036 – Preliminary Plat – Ph. 1 05-077-- Preliminary Plat – Ph. 2 05-151 – City Commission Variance Ph.2

	06-020 – BOA Variance 07-029 – Final Plat – Ph. 2
Comprehensive Plan Summary	
Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR): The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods. Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses.	
Potential Zoning Districts	Agriculture and Conservation - AC
	Residential Estate District - RE
	Single Family Residential Districts RA-1, RA-2, RA-3 and RA-4
	Residential Planned Unit Development District - RPUD
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD
Policy 1.2.1.3, Medium Density Residential (MDR): The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. The Multi Family Medium Density Residential (MF-MDR) designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.	
Potential Zoning Districts	Multiple Family Medium Density Residential - RC – 1
	Agriculture and Conservation - AC
	Residential Planned Unit Development District - RPUD
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD
Policy 1.2.3.2, Commercial General (CG): The Commercial General land use designation is intended to include the hub of retail sales and services within the downtown business district as well as highly accessible areas adjacent to major thoroughfares and transit facilities, that possess necessary location, site, and market requirements. The Commercial General (CG) areas are designated on the Future Land Use Map for purposes of accommodating office uses and general retail sales and services. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.5 Floor Area Ratio (FAR).	
Potential Zoning Districts	Neighborhood Commercial District - B-2
	General Commercial District - B-3

	Highway Commercial District - HC
	Office Commercial District - B-5

Zoning District Standards District Summary

Land Development Code Section 14-4-4(E), RC-1 (Multiple Family Medium Density Residential District) Intent: The RC-1 district is envisioned for locations where medium density housing already exists and other places appropriate for such development. Frequently the locations serve as a transition between residential neighborhoods and non-residential development. This district is intended for use in areas which have been assigned a Multiple Family Medium Density Residential (MF-MDR) or a Multiple Family High Density Residential (MF-HDR) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	SF-LDR – City FLU (Max. 6 du/ac)	N/A
	MF-MDR – City FLU (Max. 20 du/ac)	
	CG City FLU (Max. 2.5 FAR)	
	MUPUD Zoning	RC-1 Zoning
	Vacant	Townhomes (Single Family Attached)

Public Facilities Analysis

Transportation	
Adjacent street	Mill Slough Road, Bill Beck Blvd.
Street Quality of Service (QOS)	Bill Beck Blvd. must be improved to provide primary access to the project.
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	Yes – Compliance

acres per 1,000 population?	
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. 22-001
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: MUPUD (Mixed Use Planned Unit Development) – City

TO: RC-1 (Multi Family Medium Density Residential) – City

The subject property is located at: Parcel ID# 13-25-29-00U0-0012-0000, 13-25-29-2198-0001-00B0, 13-25-29-2198-0001-00C0, & 13-25-29-2198-0001-00D0

Legal Description:

COM AT NW COR OF SEC, S1362.73FT E 687.01 FT TO POB; N 60 DEG E 322.37 FT, N 30 DEG W 839.17 FT N 60 DEG E 556.02 FT TO PT ON WLY R/W OF FLA TURNPIKE, S 19 DEG E 1415.65 FT TO PT OF CURVE, W ARC OF CURVE TO LEFT HAVING 7839.44 FT RADIUS CENTRAL ANGLE OF 9 DEG, ALONG CURVE 1227.84 FT W 1318.76 FT, N 1295.16 FT, E 14.27 FT TO POB SUBJ TO ESTM OVER ELY 22.74 FT THEREOF ORD 1559 LESS PLAT OF SUNBELT PH 1 PB 21 PG 66

Together with Parcel 2:

SUNBELT PH 1 PB 21 PG 66 TRACT B WET DETENTION POND

Together with Parcel 3:

SUNBELT PH 1 PB 21 PG 66 TRACT C WET DETENTION POND

Together with Parcel 4:

SUNBELT PH 1 PB 21 PG 66 TRACT D OUTFALL

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 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 ____ day of _____, 2022.

Mayor - Commissioner

ATTEST:

City Clerk

NOTICE OF PUBLIC HEARING

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 2038 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: MUPUD-(Mixed Use Planned Unit Development)-City

TO: RC-1-(Multiple Family Medium Density Residential)-City

The subject property is located at **Mill Slough Rd. & Cutler Ct. Parcel ID: 13-25-29-00U0-0012-0000; 13-25-29-2198-0001-00B0; 13-25-29-2198-0001-00C0 & 13-25-29-2198-0001-00D0**

Legal Description:

COM AT NW COR OF SEC, S1362.73FT E 687.01 FT TO POB; N 60 DEG E 322.37 FT, N 30 DEG W 839.17 FT N 60 DEG E 556.02 FT TO PT ON WLY R/W OF FLA TURNPIKE, S 19 DEG E 1415.65 FT TO PT OF CURVE, W ARC OF CURVE TO LEFT HAVING 7839.44 FT RADIUS CENTRAL ANGLE OF 9 DEG, ALONG CURVE 1227.84 FT W 1318.76 FT, N 1295.16 FT, E 14.27 FT TO POB SUBJ TO ESTM OVER ELY 22.74 FT THEREOF ORD 1559 LESS PLAT OF SUNBELT PH 1 PB 21 PG 66

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Together with Parcel 3:

SUNBELT PH 1 PB 21 PG 66 TRACT C WET DETENTION POND

Together with Parcel 4:

SUNBELT PH 1 PB 21 PG 66 TRACT D OUTFALL

PROPOSED ORDINANCE NO. **22-001** AN ORDINANCE AMENDING ORDINANCE NO. 2038 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, March 15, 2022** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, March 15, 2022**. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

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

Reference # ZMA-21-0001

Mill Slough Rd

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 purposes may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is made.

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



Brenda Ryan

From: Linda Hansell
Sent: Tuesday, February 15, 2022 4:23 PM
To: 'hectorjordbritt@aol.com'
Cc: Brenda Ryan; Yolanda Hazley; Doug Etheredge
Subject: FW: Land development code ordinance no. 2038 / proposed ordinance #22-001

Importance: High

This information is being forwarded to the Planning Board Administrator for the meeting being held on 2/16/2022.

Regards,
Linda Hansell
City Clerk
407-518-2309

-----Original Message-----

From: Hector Tejada <hectorjordbritt@aol.com>
Sent: Tuesday, February 15, 2022 2:21 PM
To: CITY CLERK <CityClerkEmail@kissimmee.gov>
Subject: Land development code ordinance no. 2038 / proposed ordinance #22-001

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

I'm on 2456 oak mill drive and i would like to said that im opposing to the build on this property, because when I bought my home i was tell that the land behind me was a wet land and preserve land that would never be any build in there. Besides what would happen with all the trees in there and the environment. All the species? Lets not just think about the money, think about the environment too. Thank you and i hope my voice would count.

Sent from my iPhone

Brenda Ryan

From: SAES Calderon <saes2425@gmail.com>
Sent: Wednesday, February 16, 2022 8:17 AM
To: Brenda Ryan
Subject: Mill Slough

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

To whom it may concern:

I request by this document the evaluation of the construction and the removal of trees on the wetland behind of my property. On behalf of our residents in oakbrook estates we are again of the construction. WE highly believe this will impact the animal , health traffic in our area. PLEASE reconsider our request please and do not approve the rezoning or construction.

Thank you in advance,

Sonia Calderón
407-353-7473
Saes2425@gmail.com

Brenda Ryan

From: Linda Hansell
Sent: Wednesday, February 16, 2022 12:24 PM
To: Brenda Ryan; Yolanda Hazley; Doug Etheredge
Subject: FW: Rezoning Testimony

Importance: High

Response to Public Hearing Notice for PAB.

-----Original Message-----

From: M. Burkholder <allmailb15@gmail.com>
Sent: Tuesday, February 15, 2022 10:26 PM
To: CITY CLERK <CityClerkEmail@kissimmee.gov>
Subject: Rezoning Testimony

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

To whom it may concern on the Kissimmee Planning Advisory Board:

I'm writing to you today to provide my testimony in regards to the subject property up for rezoning located at: Mill Slough Rd. & Cutler Ct. Parcel ID: 13-25-29-00U0-0012-0000; 13-25-29-2198-0001-00B0; 13-25-29-2198-0001-00C0 & 13-25-29-2198-0001-00D0.

I have been a local homeowner in Kissimmee for over 15 years, and live adjacent to this plot. The lot assigned for redistricting has been home to many species of birds and in particular a family of hawks for many years. The whole area serves as a noise buffer for the turnpike and provides flood and water control. It's also a lung for this area. Almost every spot of land in Kissimmee is slowly being consumed by concrete. I see no reason for this small corner to be met with the same fate. Many of these projects especially medium density units over time end up looking abandoned and have almost zero upkeep and fall into a state of disrepair.

In addition I expect traffic in this already congested area to increase several fold if the allotted property is built up. I wouldn't be so opposed to more single family homes but the rezoning is for medium density apartments. This area is so unusually chosen for such a purpose. Not to mention this small corner over the years has been prone to crime. It's so out of the way and therefore seems to have attracted such activities. I can't imagine anything but a worsening should this rezoning move forward. I think the property should be left as it currently is.

Regards,
Maria B.
Local Resident

P. A. B. Actions – February 16, 2022

Planning Advisory Board meeting held **Wednesday, February 16, 2022 at 6:00 p.m.**, in the City Commission Chambers, 101 Church Street, Kissimmee, Florida

Board Members Present: Present: Chairman Robert Bussiere, Vice Chairman Jeffrey Wolff, (Absent), Member Diana Marrero-Pinto, Member Robert Spalding, Member Jackie Espinosa, Fatima Santiago, Jason Lindsey, School Board.

Staff Members Present: Craig Holland, Director, Douglas Etheredge, Assistant Director, Brenda Ryan, Planning Manager, Patricia Prevost, Planner I, Kalanit Oded, Deputy City Attorney

II MINUTES

ACTION: Member Spalding made a motion to approve the minutes of the December 15, 2021. Planning Advisory Board meeting. Seconded by Member Espinosa.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa			

Motion carried 5-0.

III OLD BUSINESS

IV NEW BUSINES

A. Chipotle Restaurant, DRC#21-0005, Conditional Use with/Site Plan

Request for approval of a Conditional Use with/Site Plan for a drive-thru facility on approximately 2.06 acres of land with a Mixed-Use Urban Corridor (T5-U) zoning designation.

ACTION: Member Spalding made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

B. Hilliard Park, AX#21-0001, Annexation

Request for approval of an Annexation to annex approximately 13.52 acres. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe Wy & west of Cahokia Ct.

ACTION: Member Spalding made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

C. Hilliard Park, LUPA#21-0001, Land Use Amendment (Small Scale)

Request for approval of a Land Use Amendment (Small Scale) to change the Future Land Use Map designation from County-(LDR) Low Density Residential to City-(MF-MDR) Multi-Family Medium Density Residential on 13.52 acres. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe WY & west of Cahokia Ct.

ACTION: Member Spalding made a motion for denial based on traffic. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Nay	Member Marrero-Pinto	Nay
Member Spalding	Nay	Member Santiago	Nay
Member Espinosa	Nay		

Motion carried 5-0.

D. Hilliard Park, ZMA#21-0002, Zoning Map Amendment

Request for approval of a Zoning Map Amendment to change the Zoning designation from County-(E1) Estate Development to City-(RB-1) Medium Density Residential on 13.52 acres of land. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe WY & west of Cahokia Ct.

ACTION: Member Spalding made a motion for approval. Seconded by Chairman Bussiere.

Chairman Bussiere	Aye	Member Marrero-Pinto	Nay
Member Spalding	Aye	Member Santiago	Nay
Member Espinosa	Nay		

Motion failed 2-3.

E. Mill Slough Road, ZMA#21-0001, Zoning Map Amendment

Request for approval of a Zoning Map Amendment to change the Zoning designation from PMUD (Planned Mixed-Use Development) to (RC-1) Multiple-Family Medium Density Residential on 30.92 acres of land.

ACTION: Member Spalding made a motion for approval. Seconded by Member Santiago.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

F. Tapestry Parcel 2, Phases 2&3 DRC#21-00091, PUD Amendment

Request for approval of a (PUD) Planned Unit Development to reallocate and increase multi-family uses and phasing in Tapestry Parcel 2, Phases 2 and 3, on approximately 50.84 acres of land.

ACTION: Member Bussiere made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

V DISCUSSION

No Discussion

VI STAFF REPORT

No discussion

02/16/22

PAB ACTIONS

VII HEARING CHAIRMAN AND BOARD MEMBERS

No discussion

VIII ADJOURN

Chairman Bussiere adjourned the meeting at 8:13 p.m.



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

ADDRESS: s. of Mill Slough Rd., w. of Florida's Turnpike
PLAN NUMBER: ZMA-21-0001, Mill Slough Rd.

DATE: 12/1/2021

**Review Status:
REVISE & RESUBMIT.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

General

1. Update the application to reflect Nueva Andalusia Owners Association 1 Inc. is a co-owner included with this project.
 - a. Include Nueva Andalusia Owners Association 1 under Section 2.1 as a co-owner.
2. This rezoning must comply with all of the RC-1 Zoning dimensional standards. The RC-1 Rezoning cannot be modified to exclude or alter specific RC-1 dimensional standards under this rezoning application.
 - a. This RC-1 rezoning cannot be approved with no established min. lot area. Minimum lot area standards will defer to the RC-1 Zoning standards.
 - b. The minimum RC-1 Zoning lot width is 20ft. for townhomes. This RC-1 rezoning cannot be approved with an 18ft. minimum lot width standard under this rezoning application.
3. Variances were mentioned with this rezoning submittal. Variance requests must be submitted separately from this rezoning application and are based on hardships.
4. The Conceptual Plan included with the Rezoning application is not required to rezone to RC-1 and is not part of this rezoning review. It is for conceptual purposes. A separate Site Plan submittal and review will be required to consider the project layout.
5. Note: The Multi-Family Medium Density Residential (MF-MDR) Future Land Use designation permits a density between 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses. The MF-MDR density is listed as between 7-9 units in the narrative.
6. Note: The property is currently zoned Mixed Use Planned Unit Development (MUPUD) under the Sunbelt Ph. 2 PUD (DRC#05-00076) that included design and development conditions, including improvements to Bill Beck Blvd., that will need to be discussed in further and reviewed during the subsequent Site Plan review.

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

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

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

MILL SLOUGH RD.

ZONING MAP AMENDMENT

Prepared for:

Sterling Homes (Mill Slough) Limited Partnership
20 Rivermede Rd. Suite 204 Concord, ON L4K 3N3

Prepared by:

RVi Planning + Landscape Architecture
130 South Orange Avenue Suite 200B
Orlando, FL 32801

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Boundary Survey/Legal Description

Topographic Survey

Land Use Characteristics

Zoning Characteristics

Soils

Existing Site Features

7.0 Mapping of Proposed Features

82

Conceptual Master Plan

Product Elevations (Front + Center)

Two-story Front Load

Three-story Rear Load

Product Floorplans

By Unit

By Building

1.0

**CITY OF KISSIMMEE APPLICATION
FOR DEVELOPMENT
(ZONING MAP AMENDMENT)**



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 Slough Rd. DRC# _____

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

Agent Signature: Anie Delgado Date: 10/15/2021

Agent Name (Print): Anie Delgado, AICP

Property Owner Signature: Paul J. Federico Date: 10/15/2021

Property Owner Name (Print): Sterling Homes (Mill Slough) Limited Partnership,
a Florida Limited Partnership

By: Sterling Group GP, LLC, a Florida Limited Liability Company,
its General Partner

By: Paul A. Federico, Manager



CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW



PROJECT

Name of Project: Mill Slough Rd.

Location (Address if possible): Mill Slough Rd, Kissimmee FL, 34744

Parcel ID#: 13-25-29-00U0-0012-0000, 13-25-29-2198-0001-00B0, 13-25-29-2198-0001-00C0,
13-25-29-2198-0001-00D0

APPLICANT

Name: Paul Federico

Firm: Sterling Homes (Mill Slough) Limited Partnership

Address: 20 Rivermede Rd. Suite 204 Concord, ON L4K 3N3

Phone: (905) 669 - 8399 E-Mail: pfederico@sterlinggroupcorp.com

AGENT (Contact Person)

Name: Anie Delgado

Firm: RVi Planning + Landscape Architecture

Address: 130 South Orange Ave. Suite 200B Orlando, FL 32801

Phone: (407) 680 - 0650 E-Mail: adelgado@rviplanning.com

OWNER

Name: Paul Federico

Firm: Sterling Homes (Mill Slough) Limited Partnership

Address: 20 Rivermede Rd. Suite 204 Concord, ON L4K 3N3

Phone: (905) 669 - 8399 E-Mail: pfederico@sterlinggroupcorp.com

LEGAL DESCRIPTION/LOCATION

See attached.

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 Slough Rd.

Property Location: Mill Slough Rd, Kissimmee FL, 34744 Acreage: 30.95

Requested zoning district designation: RC-1: Multiple-Family Medium Density Residential

To be rezoned for the following specific use or uses: Single-Family Attached (Townhomes)

State the reasons why the proposed zoning map change of the property would be appropriate for the property and also the surrounding areas: Mixed-Use Planned Unit Development zoning would restrict the number of townhomes as a "subordinate" use. The RC-1 zone does not restrict uses. This project introduces a new product type within this area of the City which currently only has single-family detached homes.
Is subject property currently in the City? YES ☒ NO ☐

Current zoning designation: MU-PUD: Mixed-Use Planned Unit Development

Is this request in conjunction with an annexation or land use change request? YES ☐ NO ☒

If so, what is the **current** land use designation?: _____

What is the **proposed** land use?: _____

(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: 9/8/2020

Official Record of Deed Book: 5789 Page: 237-238

What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property? N/A

Supportive 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 _____

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: Oct 15, 2021

Printed Name: Paul Federico

Signature: 

Approximate Review Time for a Zoning Map Amendment Request:

<i>Review Type</i>	<i>Progressive Review Time</i>
- 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	<i>2 Weeks</i>
- 14 day notification period for advertisement - 2 weeks	<i>4 Weeks</i>
- Planning Advisory Board meeting - (meets every 1st & 3rd Wednesday of each month)	
- 10 day notification period for advertisement – 10 days	<i>5 ½ Weeks</i>
- City Commission meeting (meets every 1 st & 3 rd Tuesday)	<i>6 Weeks</i>
Approximate Time of Review Total	<i>6 - 8 Weeks *</i>

* 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 Slough Rd.

Subject Property Address: Mill Slough Rd, Kissimmee FL, 34744

Subject Property Parcel ID #: 13-25-29-2198-0001-00B0, 13-25-29-2198-0001-00C0, 13-25-29-2198-0001-00D0

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:

- _____ 14-2--50(E)(1)(a)Developer Info: Name, address and phone number of owner, developer and agent.
- _____ 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).
- _____ 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.
- _____ 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.
- _____ 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)		_____ Acres
2. Total Wetlands Size		_____ Acres
3. Net Developable Acreage (Line 1 - Line 2)		_____ 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).

- _____ 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.

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

_____ 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:

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

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

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

_____ 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.

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

_____ 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:

_____ 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)		_____ Acres
B. Total Open Space Required (25% of total in Line A)	_____ Acres	_____ 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)	_____ Acres	_____ Acres
D. Passive Recreation Area (15% of total in Line A)	_____ Acres	_____ Acres
Maximum Pond Usage Allowed (For Entire Development)		
E. Retention Pond Area Used (Max 25% of total in Line B)	_____ Acres	_____ Acres

_____ 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.

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

- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.

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

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.

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.

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.

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.

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.

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.

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

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

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.

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: Oct 15, 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



2021 CITY OF KISSIMMEE SCHEDULE
Development Review Committee (DRC)
Planning Advisory Board (PAB)
& City Commission (CC)



Task	Date
DRC Submittal Deadline	1/6/2021
DRC Meeting	1/26/2021
PAB Meeting	3/3/2021
CC Meeting	4/6/2021

DRC Submittal Deadline	1/20/2021
DRC Meeting	2/16/2021
PAB Meeting	3/17/2021
CC Meeting	4/20/2021

DRC Submittal Deadline	2/3/2021
DRC Meeting	3/2/2021
PAB Meeting	4/7/2021
CC Meeting	5/4/2021

DRC Submittal Deadline	2/17/2021
DRC Meeting	3/16/2021
PAB Meeting	4/21/2021
CC Meeting	5/18/2021

DRC Submittal Deadline	3/3/2021
DRC Meeting	4/6/2021
PAB Meeting	5/5/2021
CC Meeting	6/1/2021

DRC Submittal Deadline	3/17/2021
DRC Meeting	4/20/2021
PAB Meeting	5/19/2021
CC Meeting	6/15/2021

DRC Submittal Deadline	4/7/2021
DRC Meeting	5/4/2021
PAB Meeting	6/2/2021
CC Meeting	7/6/2021

DRC Submittal Deadline	4/21/2021
DRC Meeting	5/18/2021
PAB Meeting	6/16/2021
CC Meeting	7/20/2021

Task	Date
DRC Submittal Deadline	5/5/2021
DRC Meeting	6/1/2021
PAB Meeting	7/7/2021
CC Meeting	8/3/2021

DRC Submittal Deadline	5/19/2021
DRC Meeting	6/15/2021
PAB Meeting	7/21/2021
CC Meeting	8/17/2021

DRC Submittal Deadline	6/2/2021
DRC Meeting	7/6/2021
PAB Meeting	8/4/2021
CC Meeting	9/7/2021

DRC Submittal Deadline	6/16/2021
DRC Meeting	7/20/2021
PAB Meeting	8/18/2021
CC Meeting	9/21/2021

DRC Submittal Deadline	7/7/2021
DRC Meeting	8/3/2021
PAB Meeting	9/1/2021
CC Meeting	10/5/2021

DRC Submittal Deadline	7/21/2021
DRC Meeting	8/17/2021
PAB Meeting	9/15/2021
CC Meeting	10/19/2021

DRC Submittal Deadline	8/4/2021
DRC Meeting	9/7/2021
PAB Meeting	10/6/2021
CC Meeting	11/2/2021

DRC Submittal Deadline	8/18/2021
DRC Meeting	9/21/2021
PAB Meeting	10/20/2021
CC Meeting	11/16/2021

Task	Date
DRC Submittal Deadline	9/1/2021
DRC Meeting	10/5/2021
PAB Meeting	11/3/2021
CC Meeting	12/7/2021

DRC Submittal Deadline	9/15/2021
DRC Meeting	10/19/2021
PAB Meeting	11/17/2021
CC Meeting	12/21/2021

DRC Submittal Deadline	10/6/2021
DRC Meeting	11/2/2021
PAB Meeting	12/1/2021
CC Meeting	1/4/2022

DRC Submittal Deadline	10/20/2021
DRC Meeting	11/16/2021
PAB Meeting	12/15/2021
CC Meeting	1/18/2022

DRC Submittal Deadline	11/3/2021
DRC Meeting	12/7/2021
PAB Meeting	1/5/2022
CC Meeting	2/1/2022

DRC Submittal Deadline	11/17/2021
DRC Meeting	12/21/2021
PAB Meeting	1/19/2022
CC Meeting	2/15/2022

DRC Submittal Deadline	12/1/2021
DRC Meeting	1/4/2022
PAB Meeting	2/2/2022
CC Meeting	3/1/2022

DRC Submittal Deadline	12/15/2021
DRC Meeting	1/18/2022
PAB Meeting	2/16/2022
CC Meeting	3/15/2022

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
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.

2.0

WRITTEN INFORMATION

2.0 WRITTEN INFORMATION

2.1 Developer/Owner Information

Name: Sterling Homes (Mill Slough) Limited Partnership

Address: 20 Rivermede Rd. Suite 204 Concord, ON L4K 3N3

Phone Number: 905-669-8399

Email: pfederico@sterlinggroupcorp.com

Authorized Agent Information

Name: RVi Planning + Landscape Architecture

Address: 130 South Orange Avenue Suite 200B, Orlando, FL 32801

Phone Number: 407-680-0650

Email: adelgado@rviplanning.com

2.2 Evidence of Ownership

See Warranty Deed and Owner Authorization included in Appendix.

Parcel ID Numbers:

- 13-25-29-00U0-0012-0000
- 13-25-29-2198-0001-00B0
- 13-25-29-2198-0001-00C0
- 13-25-29-2198-0001-00D0

2.3 Objectives

The owner is seeking a zoning map amendment from MUPUD (Mixed-Use Planned Unit Development) to RC-1 (Multiple-Family Medium Density Residential). The owner is proposing 214 townhome units on the 30.9 +/- acre site. See Exhibit 1 for the Conceptual Design Site Plan Sketch showing the

proposed layout that incorporates lot sizes and products that differ from the previously approved plans.

The Sunbelt PUD has approved zoning and preliminary plans in place for Phases 1 & 2. All future phases will need to be processed through the City of Kissimmee to amend the approved preliminary plan in place. Phase 1 is constructed and includes the first 14 single family lots and master retention ponds. Phase 2 plans were approved and permitted, but not constructed. The Phase 2 stormwater permit has expired, therefore will need to be re-permitted by modifying the Phase 1 permit.

The property in general has developable areas that are defined and limited by the adjacent properties, future Bill Beck Blvd right-of-way, and the existing easements in place. There is a developed single-family development to the west, an on-site wetland, Mill Slough Road to the north and the Florida Turnpike to the east. There is an approved alignment for the future Bill Beck Boulevard that is mainly to the east side of the development, however leaving some developable land east of the Boulevard at the south of the property. The Phase 1 ponds are in place and maintained by the HOA. The existing Florida Gas easement is defined and would not be feasible to relocate. There is a sanitary gravity main serving the residential development to the west that is located on the property. It follows the west-northwest property line and connects back to Mill Slough Road. An easement for this utility will need to be provided to protect the existing lines.

Regarding stormwater, the conceptual plan shows expanding the Phase 1 ponds which are owned by the HOA and are planned to be shared and combined with the master overall HOA to serve the entire development. Stormwater accounts for 5.93 acres of the site.

The permitting process will require a Zoning Map Amendment, Preliminary Plan Amendment, Preliminary Plat, Final Plat and/or PUD Site Plan process with the City of Kissimmee. Also, approvals will be necessary with Toho Water Authority for Utilities and SFWMD for stormwater permitting. The plans will propose public right of way for Bill Beck Blvd and private internal streets with easements for public utility access.

2.4 Use List

The proposed uses are townhomes (single-family attached), stormwater management ponds, and open space.

2.5 Site Development Standards

The Site development standards are controlled by the following codes for the RC-1 zone:

RC-1 Site Standards*		
Lot Size	Minimum Lot Size	None
	Minimum Lot Area	None
	Minimum Lot Width*	20'
	Minimum Lot Depth*	100'
Surface Area	Maximum Impervious Surface Area	75%
Setbacks	Minimum Front	10'
	Maximum Front	20'
	Minimum Side	10'
	Minimum Street Side	10'
	Minimum Rear	20'
	Minimum Alley	4', 18' if parking in driveway
	Building separation	15'
Recreation + Open Space	Open Space	25%
	Active recreation	150 SQ. FT. per unit
	Passive recreation	15% of buildable area
Structure Height	Maximum stories	4
Buffer	Minimum Rear	25'
ROW	Minimum 2-way width	24'

	Maximum 2-way width	40'
	One-way width	20'

***Variance from City of Kissimmee Land Development Code is being requested.**

The owner is requesting variances to from the current City of Kissimmee Land Development Code:

- Chapter 14-4- Table 4-3: Site Standards – Residential Districts
 - Minimum lot width and minimum lot depth
 - Three-story lots are 75' x 18'
- Chapter 14-6-43(A) – Residential Development
 - Max Units per Building:
 - Buildings with front-loaded units with garages are proposed with more than six attached dwelling units within one building. Some front-loaded buildings have 8 units.

Additional variances may be required by the Development Review Committee.

2.6 Computations

Proposed Uses			Number of Units	Acreage by Land Use	Density
	Parcel Size	Product Type			
Residential Townhomes	20' x 100'	Two story - front-loaded	72	13.94 AC	8.55 DU/AC
	18' x 75'	Three-story rear-loaded	142		
Stormwater Management				5.93 AC	
Open Space				6.58 AC	
Bill Beck Blvd.				4.5 AC	
Total			214	30.95 AC	

2.7 Phasing

The Project will be completed in one phase.

Anticipated construction completion year is 2024.

2.8 Concurrency

Transportation

Per City of Kissimmee's requirements, the study area will consist of a one-mile radius from the outside boundary of the project location.

The roadways within the one-mile radius of the project to be considered in the analysis are:

- Mill Slough Rd. from the project site to Michigan Avenue.
- Dean John Ln. from Mill Slough Rd. to East Vine Street (US 441)
- US 441 from Valencia College to Fortune Road

The study segments are limited to roadways that are within the City of Kissimmee boundaries. A draft Traffic Study Methodology report is submitted for review. Once confirmed, the Traffic Study will be completed to meet the City's requirements and schedule.

It is planned to dedicate the Bill Beck Blvd. to the Public and have internal roads and alley's as private roads. Currently the County has funded improvements to Bill Beck Road north of the project site, so no connection will be made to the project other than by Mill Slough Road. If the County has not funded the Extension fully, the development would propose to design and construct two lanes of the four-lane divided boulevard to serve the development. The remainder would be finalized by the County when the roadway is funded or by bonding the remaining work to complete.

Stormwater

South Florida Water Management District will be the permitting agency. A modification to the existing Phase 1 ERP will be required, permit # 49-01550-P-01. The phase 2 ERP approval, permit # 49-01550-P-02, permittee:

PUERTA DEL SOL REAL ESTATES LLC, was never constructed and has expired.

The current plan shows the removal of the existing wetlands. The wetlands will be mitigated through the SFWMD permitting process.

The development plan shows expanding the existing Phase 1 ponds and the addition of two other interconnected ponds. These ponds will be combined under one Master HOA to maintain these areas. The ponds will be designed to meet SFWMD and City of Kissimmee requirements and will discharge to the adjacent property to the south, to an existing ditch, as it does today in the existing condition. See Exhibit 3 for preliminary stormwater layout.

Utilities

There is a large gas transmission line and easement crossing the site. Existing agreements are in place with Florida Gas and will not be modified. Tohopekaliga Water Authority (TWA) will be the water and sewer service provider for the project. Water and sewer stub-outs were installed and are available as points of connections. An existing gravity sewer main that is active runs along the NW quadrant of phase 2. Easements will need to be included for these existing lines. A Lift station will be needed for the southern portions of the development. All utilities will be designed, permitted and turned over for ownership and maintenance to TWA. Easements will be provided over the private roads and alleys. See Exhibit 3 for preliminary layout of public utilities.

2.9 Development Report as Additional Support for Zoning Request

Compatibility with Comprehensive Plan

The site is split between three land uses: MF-MDR (Multiple Family Medium Density Residential, CG (Commercial General), and SF-LDR (Single Family Low Density Residential. The majority of the site has the Future Land Use of MF-MDR which is allows for a gross density of 7-9 du/acre. The townhomes are solely located within this land use.

The other land uses, SF-LDR located at the north of the site, and CG located mostly on the east side of the site are proposed for stormwater management.

Justification for proposed amendment

The zoning map amendment is appropriate because the proposed zoning is most compatible with the MF-MDR land use category. The proposed single-family attached development introduces a new and unique product type to the City of Kissimmee which only has single family-detached homes in this area.

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3.O

**WARRENTY DEED
+ OWNER
AUTHORIZATION
DOCUMENTATION**

Prepared by:

Infinity Title Group
714 N. John Young Parkway
Kissimmee, Florida 34741

File Number: K2009029

Consideration amount: \$1,150,000.00

CFN 2020118962
Bk 5789 Pgs 237-238 (2 Pgs)
DATE: 09/08/2020 09:33:21 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$18.50
DEED DOC \$8,050.00

General Warranty Deed

1. Made this August 31st, 2020 A.D. By **Puerta Del Sol Real Estates, LLC**, whose address is: 4649 Ponce de Leon Blvd., Ste 404, Coral Gables, FL 33146, hereinafter called the grantor, to **Sterling Homes (Mill Slough) Limited Partnership, a Florida Limited Partnership**, whose post office address is: 20 Riverside Road, Suite 204, Concord, Ontario, Canada, L4K 3N3, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Osceola County, Florida, viz:

A portion of Section 13, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 13, Township 25 South, Range 29 East, Osceola County, Florida; thence along the West line of said Section 13 run South 00 degrees 00 minutes 26 seconds East, a distance of 1362.73 feet to a point; said point being the Southwest corner of Quail Hollow Phase Two (formerly an unrecorded plat, now recorded in Plat Book 7, Page 163, Public Records of Osceola County, Florida); thence along the South line of said Quail Hollow Phase Two run North 89 degrees 47 minutes 44 seconds East, a distance of 426.33 feet to a point; said point being the Southeast corner of said Quail Hollow Phase Two and also the Southwest corner of Quail Hollow Phase Three (formerly an unrecorded plat, now recorded in Plat Book 7, Page 164, Public Records of Osceola County, Florida); thence along the South line of said Quail Hollow Phase Three run North 89 degrees 47 minutes 44 seconds East, a distance of 260.68 feet to the Point of Beginning, thence along the Southeasterly line of Quail Hollow Phase Three run North 59 degrees 53 minutes 38 seconds East, a distance of 322.37 feet to a point; said point being the Southeasterly corner of Lot 33 of said Quail Hollow Phase Three; thence along the Northeasterly line of Lots 33 through 43 of said Quail Hollow Phase Three run North 30 degrees 07 minutes 30 seconds West, a distance of 839.17 feet to a point; said point being the Southwest corner of Lot 45 of Quail Hollow Phase Three; thence along the Southeasterly line of Lots 45 through 50 of said Quail Hollow Phase Three run North 59 degrees 52 minutes 30 seconds East a distance of 556.02 feet to a point on the Westerly right of way line of Florida's Sunshine State Parkway; thence along said right of way line run South 19 degrees 22 minutes 45 seconds East a distance of 1415.65 feet to a point of curve; thence with the arc of a curve to the left, having for its elements a radius of 7839.44 feet, a central angle of 08 degrees 58 minutes 26 seconds, a chord which bears South 23 degrees 51 minutes 58 seconds East, a chord distance of 1226.59 feet, an arc distance of 1227.84 feet to a point on the South line of the Northwest 1/4 of aforesaid Section 13; thence departing said curve (non radial) run South 89 degrees 47 minutes 54 seconds West along the South line of the Northwest 1/4 of said Section 13 a distance of 1318.78 feet to a point; thence run North 00 degrees 00 minutes 27 seconds West a distance of 1295.18 feet to a point on the South line of aforementioned Quail Hollow Phase Three; thence run North 89 degrees 47 minutes 44 seconds East a distance of 14.27 feet to the Point of Beginning.

LESS AND EXCEPT all of SUNBELT - PHASE I, as recorded in Plat Book 21, at Pages 66 through 69, of the Public Records of Osceola County, Florida.

Parcel ID Number: R132529-00U000120000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

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

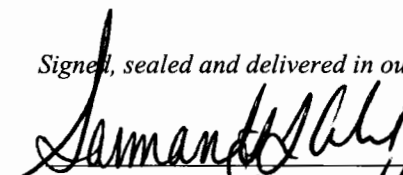
Prepared by:

Infinity Title Group
714 N. John Young Parkway
Kissimmee, Florida 34741

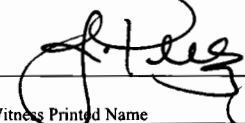
File Number: K2009029

Consideration amount: \$1,150,000.00

Signed, sealed and delivered in our presence:


Witness Printed Name Samantha L Andrade

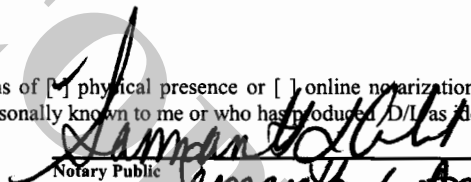

Puerta Del Sol Real Estates, LLC (Seal)
By: Ciriaco Sanchez, Manager
Address: _____


Witness Printed Name Jessica Perez

(Seal)
Address: _____

State of FL
County of OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of August, 2020, by Puerta Del Sol Real Estates, LLC, who is/are personally known to me or who has produced D/I as identification.


Notary Public
Print Name: Samantha L Andrade
My Commission Expires: _____



AGENT AUTHORIZATION

I/we, as the owner(s) of real property in Kissimmee, 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 City of Kissimmee concerning the application(s) and to act in all respects as my/our agent in matters pertaining to the requested application(s).

Agent Information

Name:	Paul Federico, Manager
Company:	Sterling Homes (Mill Slough) Limited Partnership, a Florida Limited Partnership by: Sterling Group GP, LLC, a Florida Limited Liability Company
Address:	20 Rivermede Rd. Suite 204 Concord, ON L4K 3N3
Phone:	905-669-8399
Email:	PFederico@SterlingGroupCorp.com

Requested Application:

City of Kissimmee Rezoning

Subject Property:

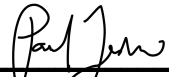
Address:	Mill Slough Rd, Kissimmee, FL 34744
Planned Unit Development Information:	Sunbelt Phase 1 – Tracts B, C, D Plat Book 21 (Pages 66-69)
Parcel IDs:	13-25-29-2198-0001-00B0 13-25-29-2198-0001-00C0 13-25-29-2198-0001-00D0
Legal Descriptions:	See Osceola County Property Appraiser Parcel ID cards attached.

Property Owner(s) Information:

Property Owner Name:	Nueva Andalusia Owners Association 1, Inc.
Address:	20 Rivermede Rd. Suite 204 Concord, ON L4K 3N3
Phone:	905-669-8399
Email:	PFederico@SterlingGroupCorp.com

SIGNED AUTHORIZATION

NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC.



Signature

Oct 15, 2021

Date

Paul Federico , President

Printed Name of Property Owner

James R. Pratt
jpratt@burr.com
Direct Dial: (407) 540-6655
Direct Fax: (407) 540-6656

Burr & Forman LLP
200 South Orange Avenue
Suite 800
Orlando, FL 32801

Office (407) 540-6600
Fax (407) 540-6601

BURR.COM

October 29, 2021

VIA EMAIL (adelgado@rviplanning.com)

Anie Delgado, AICP
Planning Project Manager
RVI Planning
130 S. Orange Avenue, Suite 200B
Orlando, FL 32801

Re: **Mill Slough Road Project/Sterling Homes (Mill Slough) Limited Partnership**
("Sterling")
DRC #21-00023

Dear Anie:

We have finalized the closing between Sterling and AMH Development, LLC ("AMH"). As a result of that closing, the following has occurred:

1. AMH has transferred legal control to Sterling of NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC. ("HOA").
2. Paul Federico is President of the HOA.

Further, because this transfer has occurred, the attached Agent Authorization form is valid.

We completed the transfer of control of the HOA to Sterling by the execution and delivery of the attached Assignment of Declarant's Rights. This Assignment of Declarant's Rights has been delivered to Osceola County for recording. We will provide you a copy of the recorded document when it is returned.

Mr. Federico's appointment as President of the HOA (as well as the transfer of control of the HOA) are also evidenced by the attached Articles of Amendment for the HOA. We have delivered this document to the Florida Department of State for filing. We will provide a copy to you of the filing when it is returned by the State.

Anie Delgado, AICP
October 29, 2021
Page 2

(I have also attached three signed Director Resignation for a Corporation evidencing the previous HOA Directors have resigned in favor of Mr. Federico.)

Finally, I have attached for your information the following documents that have also been delivered to Osceola County for recording. Next to each document, I provide an explanation of its purpose:

1. **Quitclaim Deed** [to Sunbelt Phase 1 Homeowners Association, Inc. ("Sunbelt HOA")]

Sunbelt HOA is the association formed by AMH for its project. This deed transfers to Sunbelt HOA all of Tract A, which is the common area that adjoins the AMH project.

2. **Agreement Granting Easements for Stormwater Drainage**

This easement documents the right of AMH to continue to drain runoff to the existing ponds owned by the HOA.

Please contact me if you have questions. Please also tell City staff I am available to answer any of their questions.

Kindest Regards,



James R. Pratt

JRP
Attachments

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
James R. Pratt, Esq.
Burr & Forman LLP
200 S. Orange Avenue, Suite 800
Orlando, FL 32801

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS ("Assignment") is made as of October 20, 2021 (the "Effective Date"), by AMH DEVELOPMENT, LLC, a Delaware limited liability company ("Assignor"), whose address is 30601 Agoura Road, Suite 200, Agoura Hills, California 91301, and **STERLING HOMES (MILL SLOUGH) LIMITED PARTNERSHIP**, a Florida limited partnership ("Assignee"), whose address is 20 Rivermede Road, Suite 204, Concord, Ontario, CANADA L4K 3N3.

WITNESSETH

WHEREAS, by virtue of a certain Assignment of Declarant Rights recorded in Official Records Book 5465, beginning at Page 2196, of the Public Records of Osceola County, Florida, Assignor is the "Declarant" under the Neighborhood Declaration of Covenants, Conditions, Easements and Restrictions for Nueva Andalusia Owners Association 1, Inc., dated December 26, 2006, recorded in Official Records Book 03729, Pages 2310-2330, in the Public Records of Osceola County, Florida, as assigned pursuant to that certain Assignment of Declarant Rights dated effective August 29, 2017, recorded in Official Records Book 5465, Page 1308, in the Public Records of Osceola County, Florida (collectively, the "**Declaration**");

WHEREAS, as of the Effective Date, the Declaration encumbers certain real property located in Osceola County, Florida (the "**Declaration Property**"), as more particularly described in the Declaration;

WHEREAS, simultaneous with the execution of this Assignment, Assignee is entering into that certain Amendment to Neighborhood Declaration of Covenants, Conditions, Easements and Restrictions for Nueva Andalusia Owners Association 1, Inc. (the "**Declaration Amendment**") pursuant to which the AMH Property shall be fully released from the purview, operation of and effect of the Declaration and of the covenants, conditions, restrictions, easements and reservations contained therein, as if the AMH Property had never been described in and made subject to the Declaration at any time prior thereto;

WHEREAS, the Declaration Property includes the real property owned by Assignor and more fully described in the Declaration Amendment (the "**AMH Property**"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all rights and obligations of Assignor as "Declarant" under the Declaration, and Assignee desires to obtain

45989/636 v3
45989/636 v4

all such rights and obligations, all of which are specifically incorporated herein by reference to the Declaration.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. **Assignment.** Assignor hereby grants, sells, transfers and delivers unto the Assignee, its successors and assigns, all the rights of Assignor under the Declaration, including, but not limited to (a) all of Assignor's rights as "Declarant" under the Declaration, and (b) all of Assignor's Member rights under the Declaration, the Articles Incorporation and the Bylaws of Nueva Andalusia Owners Association 1, Inc., a Florida not-for-profit association (the "**Association**").

3. **Acceptance of Assignment.** Assignee hereby accepts this Assignment and the assigned rights, title, interests and benefits of Assignor; and Assignee hereby succeeds to liabilities of Assignor as "Declarant" under the Declaration accruing after the Effective Date. Notwithstanding the foregoing, the rights, duties, obligations and liabilities accepted and assumed by Assignee shall not include any liabilities imposed by the Declaration arising from (a) any negligent acts of Assignor that may have occurred prior to the Effective Date, (b) or any duties, obligations, and liabilities of Assignor accruing under the Declaration before the Effective Date, or (b) any breach of duties of the Assignor under the Declaration that may have occurred prior to the Effective Date.

4. **Accounts. Reserves. Bonds.** Assignor hereby transfers and assigns all amounts paid by Members, all accounts, reserves, accounts receivable, bonds and other amounts paid or to be paid by the Members.

5. **Resignation of Association Board of Directors/Officers.** Simultaneously herewith, Assignor shall deliver the original resignations of those officers and members of the Board of Directors of the Association who are employed by, controlled by, or otherwise related to Assignor.

6. **Assignor's Representations.** Assignor represents to Assignee, for itself and its successors and assigns, as follows: (a) Assignor is the "Declarant" as defined by the Declaration; (b) Assignor has good right, power, and authority to assign and convey the

foregoing rights under the Declaration to Assignee; (c) this Assignment has been duly authorized by Assignor and executed on behalf of Assignor by a representative duly authorized to execute the same; and (d) Assignor has made no other assignment of the items assigned herein, except to the Assignee.

7. **Construction, Interpretation, and Venue.** This Assignment shall be construed and interpreted in accordance with the substantive laws of the State of Florida, without reference to the principles of conflict of laws of such State. By signing below each party consents to the jurisdiction of the Circuit Courts of Osceola County, Florida, and hereby waives any and all objections and/or affirmative defenses to the same.

8. **Waiver or Modification.** This Assignment may be modified, amended, superseded, or canceled, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written document executed by duly authorized officers of each of Assignor and Assignee, or, in the case of a waiver of consent, by or on behalf of the party or parties waiving compliance or giving such consent.

9. **Indemnification.** Assignee hereby agrees to indemnify and hold the Assignor harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Assignee to perform any obligations under or arising out of the Declaration arising from and after the Effective Date. Assignor hereby agrees to indemnify and hold Assignee and Assignee's subsidiaries, affiliates, officers, directors, shareholders, employees, agents, representatives and attorneys, harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorney's and paralegals' fees) directly or indirectly arising out of, based upon, resulting from, or otherwise relating to (i) any claims by the Association; (ii) any member of the Association regarding the management, maintenance and/or operation of the Association or the management, maintenance and/or operation of the common areas and/or other community improvements located in the AMH Property; or (iii) any failure of Assignor to perform any obligations under or arising out of the Declaration, before the Effective Date.

10. **Attorney's Fees.** Assignor and Assignee will each be solely responsible for, and bear all of, its own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the assignment and transactions contemplated herein. Should either party employ an attorney to enforce any of the provisions hereof or to protect its interest in any matter arising out of or related to this Assignment, the prevailing party shall be entitled to all reasonable costs, charges, and expenses, including attorneys' and paralegal fees, through any appellate proceedings, expended, or incurred in connection therewith. Notwithstanding the foregoing, the parties hereto recognize the benefit of amicable resolution and desire that any future disputes be resolved (or attempt to be resolved) first

through alternative dispute resolution. Accordingly, prior to initiating any legal action, the aggrieved party shall offer to engage in mediation and shall give the other party thirty (30) days to engage in said mediation. In the event either party fails to engage in mediation in good faith (as demonstrated by their non-involvement in the mediation or as determined by the mediator), then said party shall not recover attorneys' fees at trial or on appeal even if such party are determined to be the "prevailing party" for purposes of the litigation; in addition, the non-participating party shall be responsible for the other party's attorney's fees regardless of who prevails. The parties will attempt to agree on a mediator; however, if they are unwilling or unable to do so, then the party responding to the mediation demand shall be permitted to select the mediator.

11. **Binding Obligations.** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successor and assigns.

12. **Descriptive Headings.** The descriptive heading of the several sections contained in this Assignment are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

13. **Entire Agreement.** This Assignment, including any exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Assignment shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Assignment.

14. **Invalid Provisions.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable, and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The remaining provisions of the Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Assignment.

15. **Joint Drafting.** The parties acknowledge that each party and its counsel have reviewed, commented on, and approved the Assignment, and that each party is relying solely on its and its counsel's independent judgment as to the legal and/or tax consequences and effectiveness of this Assignment. Further, the parties acknowledge that each party has had the opportunity to make revisions and/or changes to this Assignment and, as a result thereof; that this Assignment shall be treated as having been jointly drafted by the parties hereto; accordingly, this Assignment shall not be construed against either of the parties. The rule of construction providing that ambiguities within the Assignment are

to be resolved against the drafting party shall not be employed in the interpretation of this Assignment.

16. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

17. **Recording.** Assignor and Assignee hereby direct that this Assignment be recorded at Assignee's expense in the public records of Osceola County, Florida to give notice of the terms and conditions set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

M. Stone
Print Name: Melinda Stone

Jillian Gilbert
Print Name: Jillian Gilbert

ASSIGNOR:

AMH DEVELOPMENT, LLC, a Delaware limited liability company

By: [Signature]
Name: Todd Jones
Title: VP - Development Operations

STATE OF Georgia
COUNTY OF Fulton

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on October 21st, 2021, by Todd Jones as VP-Development Operations of AMH DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.



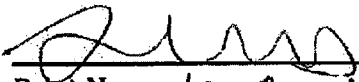
Jillian Gilbert
SIGNATURE OF NOTARY
Jillian Gilbert
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC, STATE OF Georgia

My Commission Expires: July 12, 2025

WITNESSES:

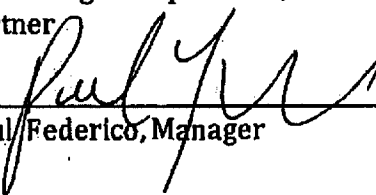

Print Name: MICHAEL GEDZ


Print Name: Laura Mazzuca
De Palma

ASSIGNEE:

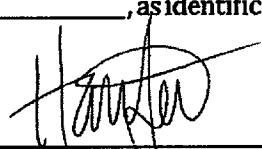
STERLING HOMES (MILL SLOUGH)
LIMITED PARTNERSHIP, a Florida limited
partnership

By Sterling Group GP LLC, its General
Partner

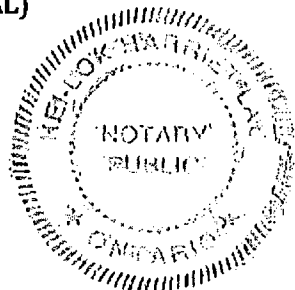
By: 
Paul Federico, Manager

PROVINCE OF ONTARIO, CANADA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☒ online notarization on October 28, 2021, by Paul Federico, as Manager of Sterling Group GP LLC a Florida limited liability company, as General Partner of STERLING HOMES (MILL SLOUGH) LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the limited partnership. He ☒ is personally known to me or ☐ has produced _____, as identification.


SIGNATURE OF NOTARY
HEI-LOK HARRIET LAU
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)



NOTARY PUBLIC, PROVINCE OF ONTARIO, CANADA

My Commission Expires: N/A

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC.

DOCUMENT NUMBER: N07000000734

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

James R. Pratt, Esquire/ Deanne

(Name of Contact Person)

Burr & Forman LLP

(Firm/ Company)

200 S. Orange Avenue, Suite 800

(Address)

Orlando, Florida 32801

(City/ State and Zip Code)

jpratt@burr.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James R. Pratt, Esquire/ Deanne

407

540-6600

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|---|--|
| ☐ \$35 Filing Fee | ☐ \$43.75 Filing Fee &
Certificate of Status | ☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | ☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|--|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N07000000734

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

20 Rivermede Rd. Suite 204

Concord, ON L4K 3N3, Canada

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

20 Rivermede Rd. Suite 204

Concord, ON L4K 3N3, Canada

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

James R. Pratt

200 S. Orange Ave. Suite 800

(Florida street address)

New Registered Office Address:

Orlando

(City)

Florida 32801

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.


Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<u>X</u> Change	<u>PT</u>	<u>John Doe</u>
<u>X</u> Remove	<u>V</u>	<u>Mike Jones</u>
<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <u> </u> Change <u> </u> Add	<u>P</u>	<u>TODD JONES</u>	<u>23975 Park Sorrento, Ste. 300</u> <u>Calabasas, CA 91302</u>
<u>x</u> Remove			
2) <u> </u> Change <u>x</u> Add	<u>P</u>	<u>PAUL FEDERICO</u>	<u>20 Rivermede Rd. Suite 204</u> <u>Concord, ON L4K 3N3, Canada</u>
<u> </u> Remove			
3) <u> </u> Change <u> </u> Add <u>x</u> Remove	<u>S</u>	<u>JORDAN KUSHNER</u>	<u>23975 Park Sorrento, Ste. 300</u> <u>Calabasas, CA 91302</u>
4) <u> </u> Change <u>x</u> Add	<u>S</u>	<u>PAUL FEDERICO</u>	<u>20 Rivermede Rd. Suite 204</u> <u>Concord, ON L4K 3N3, Canada</u>
<u> </u> Remove			
5) <u> </u> Change <u> </u> Add	<u>VPT</u>	<u>GEOFFREY REID</u>	<u>23975 Park Sorrento, Ste. 300</u> <u>Calabasas, CA 91302</u>
<u>x</u> Remove			
6) <u> </u> Change <u>x</u> Add	<u>VPT</u>	<u>PAUL FEDERICO</u>	<u>20 Rivermede Rd. Suite 204</u> <u>Concord, ON L4K 3N3, Canada</u>
<u> </u> Remove			

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

N/A

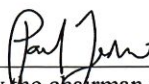
The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated October 15, 2021

Signature 
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

PAUL FEDERICO
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

DIRECTOR RESIGNATION FOR A CORPORATION

I, **TODD JONES**, effective as of 10/20/2021, 2021 hereby resign as Director of NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC., a not-for-profit corporation organized under the laws of the State of Florida.

DocuSigned by:

Todd Jones

BD4CBDB06F704BA...
Todd Jones

DIRECTOR RESIGNATION FOR A CORPORATION

I, **JORDAN KUSHNER**, as of 10/22/2021, 2021 hereby resign as Director of
NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC., a not-for-profit corporation
organized under the laws of the State of Florida.

DocuSigned by:

Jordan Kushner

4D33E586970541A
Jordan Kushner

DIRECTOR RESIGNATION FOR A CORPORATION

I, **GEOFFREY REID**, as of 10/20/2021, 2021 hereby resign as Director of
NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC., a not-for-profit corporation
organized under the laws of the State of Florida.

DocuSigned by:

Geoffrey Reid

893DCD66C454407...
Geoffrey Reid

This document was prepared by, and should be returned to:

James R. Pratt, Esquire
BURR & FORMAN
200 S. Orange Avenue, 8th floor
Orlando, FL 32801

[The space above this line is for recording information.]

QUITCLAIM DEED

THIS QUITCLAIM DEED is executed, and delivered as of October 20, 2021 by **NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC.**, a Florida not-for-profit corporation ("**Grantor**"), whose address is 23975 Park Sorrento, Suite 300, Calabasas, California 91320, to and in favor of **SUNBELT PHASE 1 HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantee**"), whose address is 23975 Park Sorrento, Suite 300, Calabasas, California 91320.

WITNESSETH:

IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, Grantor does hereby convey, remise, and quitclaim to Grantee, without warranty or representation whatsoever, the real property in Osceola County, State of Florida that is more fully described on **EXHIBIT "A"** attached hereto and incorporated herein by reference, together with all tenements, hereditaments, easements, and appurtenances belonging to or benefiting such property, if any (the "**Property**"), to have and to hold in fee simple forever.

THE AFOREMENTIONED PROPERTY IS NOT THE HOMESTEAD OF GRANTOR.

[Grantor has signed on the next page.]

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[The space above this line is reserved for recording information.]

[Signature page for Quitclaim Deed]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the day and year above written.

WITNESSES:

GRANTOR:

NUEVA ANDALUSIA OWNERS
ASSOCIATION 1, INC., a Florida
corporation not-for-profit

Signature: FLORA AMERYOUN
Print name: FLORA AMERYOUN

By: Paul Federico
Name: Paul Federico
Its: PRESIDENT

Signature: [Signature]
Print name: Laura Mazzuca - DePalma

STATE OF PROVINCE OF
COUNTY OF ONTARIO, CANADA

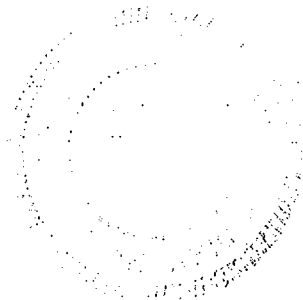
THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☒ online notarization on OCTOBER 19 2021, by PAUL FEDERICO as PRESIDENT of NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]

SIGNATURE OF NOTARY

HEI-LOK HARRIET LAU
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)



NOTARY PUBLIC, ~~STATE OF FLORIDA~~ PROVINCE OF ONTARIO,
My Commission Expires: N/A CANADA

[The space above this line is reserved for recording information.]

EXHIBIT "A"
Legal Description of the Property

TRACT A, SUNBELT-PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
21, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

This document was prepared by, and should be returned to:

James R. Pratt, Esquire
BURR & FORMAN
200 S. Orange Avenue, 8th floor
Orlando, FL 32801

[The space above this line is for recording information.]

AGREEMENT GRANTING EASEMENTS FOR STORMWATER DRAINAGE

This Agreement Granting Easements for Stormwater Drainage ("**Agreement**") is entered into as of October 20, 2021 by NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC., a Florida not-for-profit corporation ("**HOA**"), whose address for purposes of this Agreement is 23975 Park Sorrento, Suite 300, Calabasas, California 91320, by **STERLING HOMES (MILL SLOUGH) LIMITED PARTNERSHIP**, a Florida limited partnership ("**Sterling**", and together with HOA, hereinafter referred to as the "**Grantor**"), and by **SUNBELT PHASE I HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Grantee**"), whose address for purposes of this Agreement is 23975 Park Sorrento, Suite 300, Calabasas, California 91320. References below to a "**Party**" means either of Grantor or Grantee; and references to the "**Parties**" means both of Grantor and Grantee.

BACKGROUND

HOA is the owner of the stormwater retention ponds on the land located in Osceola County, Florida more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "**HOA Property**"). Sterling is the owner of certain land located in Osceola County, Florida, more fully described in Exhibit "B" attached hereto and incorporated herein by reference (the "**Sterling Property**"). The land described in Exhibit "C" attached hereto and incorporated herein by reference (the "**Dominant Property**"), which is located in the same drainage basin as the Servient Property, is owned by Grantee or subject to Grantee's declaration of covenants and restrictions. Grantor and Grantee have entered into this Agreement for the purposes and on the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants set forth below, Grantor and Grantee covenant and agree as follows:

1. **Grant of Easements.** Subject to the conditions and requirements of this Agreement, and to matters of record affecting title to the Servient Property: (i) HOA hereby grants to Grantee a perpetual, nonexclusive easement (the "**HOA Easement**"), appurtenant to the Dominant Property, under, across, and on the HOA Property, for the purposes prescribed below; and (ii) Sterling hereby grants to Grantee a perpetual, nonexclusive easement (the "**Sterling Easement**" and together with the HOA Easement, the "**Easements**"), appurtenant to the Dominant Property, under, across, through and on the portion of the Sterling Property described or depicted on Exhibit "D" attached hereto and incorporated herein by reference (the "**Sterling Easement Area**", and together with the HOA Property, the "**Servient Property**"), for purposes of transmitting through the Sterling Easement Area the surface waters draining from the Dominant Property that this Agreement allows to drain into the stormwater retention ponds located on the HOA Property.

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2. Legal Description of Sterling Easement Area. In order to prepare a legal description of the Sterling Easement Area, the underground improvements described in Exhibit "D" (the **"Existing Drainage Improvements"**) must first be located. Grantor shall have the right hereafter to cause the Existing Drainage Improvements to be located and the Sterling Easement Area to be legally described by a Florida licensed surveyor, who shall prepare a survey certified to both Grantor and Grantee locating the Existing Drainage Improvements, and preparing a legal description of the Sterling Easement Area. Grantee shall have the right to approve the legal description provided on such survey, which approval shall not be unreasonably or arbitrarily refused, delayed, or conditioned. Without limiting the foregoing, such legal description may reduce the width of the Sterling Easement Area if Grantor and Grantee agree to such a reduction, which agreement shall not be unreasonably or arbitrarily refused, delayed, or conditioned. On the preparation and approval of a survey and legal description of the Sterling Easement Area, Grantor and Grantee shall record an amendment to this Agreement for the purpose of providing a legal description of the Sterling Easement Area. On the execution and recording of such amendment, the Sterling Easement Area shall consist only of the area described in that legal description (and no other portion of the Sterling Property shall be subject to the Sterling Easement). Notwithstanding the foregoing, Grantor and Grantee agree the Sterling Easement as described in Exhibit "D" is valid and enforceable as described in Exhibit "D."
3. Purposes and Permitted Uses of Easements. The following are the sole purposes for which the Easements may be used:
 - a. Subject to the conditions and requirements of this Agreement, Grantee may direct surface waters from the Dominant Property and in volumes permitted by this Agreement to drain into the stormwater retention ponds located on the Servient Property for the retention and detention thereof in accordance with Law. References in this Agreement to "**Law**" shall mean, as applicable, laws, statutes, ordinances, orders, rules, regulations, permits, and other requirements of governmental or quasi-governmental authorities, including without limitation courts and tribunals.
 - b. The Easements shall include all incidental rights reasonably necessary for the use and enjoyment of the privileges expressly granted in this Agreement. Without limiting the foregoing, Grantee may enter onto the Servient Property as reasonably necessary in order to exercise Grantee's rights and perform Grantee's obligations under this Agreement.
 - c. Grantee shall not cause or permit Grantee's use of the Easements to destroy or cause damage to the Servient Property or to equipment, installations, and improvements thereon, ordinary wear and tear excepted.

- d. Grantee shall not use, or allow use of, the Servient Property in any manner that violates applicable Law, that constitutes a nuisance, that creates hazardous, dangerous, or unsanitary conditions, or that subjects Grantor in any respect to liability. Without limiting the foregoing, Grantee shall not cause or allow the discharge from the Dominant Property onto the Servient Property of any hazardous, toxic, illegal, regulated, or dangerous material or substance; waste; pollutant; or contaminant (collectively, "**Hazardous Material**").
 - e. Grantee shall not permit any claim, lien, or other encumbrance arising from Grantee's use of the Servient Property to accrue against or attach to the Servient Property or the interest of Grantor in adjacent lands.
 - f. Notwithstanding any other provision, Grantee shall not allow surface waters to drain onto the Servient Property in volumes that exceed those permitted in applicable permits, as may be modified, issued by the South Florida Water Management District.
4. Reservation of Rights to Use Servient Property. Grantor reserves unto itself the right from time to time to use the Servient Property for any purpose that does not materially interfere with Grantee's reasonable and normal use of the Easements. Grantor also reserves the right from time to time to construct, install, repair, and replace improvements, and otherwise work, on the Servient Property, provided that doing so does not materially interfere with Grantee's reasonable and normal use of the Easements. Grantor expressly reserves the right to allow surface waters to drain from other properties onto the Servient Property.
5. Right to Expand and Reconfigure Easements and Facilities. In order to create additional stormwater storage capacity, and in order to accommodate Grantor's other purposes, in addition to the other rights reserved to Grantor under this Agreement, Grantor shall have the one-time right, at Grantor's sole expense, to relocate and reconfigure the Easements and the drainage facilities located within the Easements (the "**Easement Relocation Right**"). For purposes of this Agreement, references to the Easement Relocation Right shall include any changing of the perimeter boundary of the Easements, including without implied limitation expanding such perimeter boundary. Grantor's Easement Relocation Right and the improvements therein shall be subject to the following terms and conditions:
- a. Such relocation or reconfiguration is of such a nature to permit stormwater drainage from the Dominant Property at the same level of service as existed before the relocation or reconfiguration.
 - b. Grantor shall not at any time obstruct the drainage of surface waters from the Dominant Property.

- c. Grantor and Grantee shall execute and record in the Official Records of Osceola County, Florida, an agreement that terminates this Agreement with respect to lands that are no longer affected by the Easements, and grants a replacement easement with respect to any affected lands that were not previously subject to the Easements.
 - d. Grantor shall secure at Grantor's expense all required permits and consents from all appropriate governmental entities; and Grantee shall cooperate and assist in that effort, without cost or liability to Grantee.
 - e. Grantor shall pay all costs of relocating or reconfiguring the Easements and facilities therein, including without implied limitation costs of replacing or modifying inlet structures.
 - f. Grantor shall indemnify and hold Grantee harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the acts or omissions of Grantor, its contractors, employees, agents, or others acting on behalf of Grantor in connection with the Easement Relocation Right set forth herein. For purposes herein this indemnification set forth in this Section 5.f., the term "Grantee" shall be deemed to include AMH, its affiliates, and its and their members, partners, officers and employees.
6. Maintenance. Grantor shall maintain the Easements, including, any pipes or other improvements within the Easements, whether used by Grantor or Grantee, in a safe and sanitary condition, and functioning in accordance with applicable Laws. Grantor and Grantee shall share the costs of maintenance, with Grantee paying its proportionate share of those costs. Grantee's proportionate share of costs shall be equal to the volume of stormwater flowing onto the Servient Property from the Dominant Property compared to the total volume of stormwater flowing onto the Servient Property from all properties draining thereto. From time to time Grantor will request from Grantee reimbursement for such maintenance costs, which request will include reasonable substantiating documentation. Within thirty (30) days after receiving a reimbursement request together with reasonable substantiating documentation, unless Grantee disapproves such request or documentation, Grantee shall deliver the reimbursement payment to Grantor, failing which interest shall accrue upon the unpaid amounts at a rate of ten per cent (10.0%) per annum.
7. Grantee's Self-Help Remedy. If a Party (a "Delinquent Party") fails to perform any obligation required of the Delinquent Party in this Agreement and fails to cure the non-performance within thirty (30) days after receipt of written demand from the other Party (the "Performing Party"), the Performing Party shall have the right, but not the obligation,

in addition to the right to invoke all other remedies available at law or in equity, to perform the obligation. The Delinquent Party shall reimburse the Performing Party for its costs actually incurred thereby within ten (10) days after receipt of the Performing Party's demand therefor along with reasonable documentation substantiating the amount demanded. Thereafter, interest shall accrue upon any unpaid amounts at a rate of ten per cent (10.0%) per annum. Notwithstanding the foregoing, the Performing Party shall have the right immediately to address conditions that Performing Party determines create an immediate risk and shall not be required to notify the Delinquent Party before taking such action.

8. Running with the Land. The Easements shall be perpetual easements for the nonexclusive use and benefit of the Dominant Property. This Agreement shall run with title to the Dominant Property and the Servient Property binding on Grantor and Grantee and on all subsequent owners thereof.
9. Dedication. Nothing contained in this instrument shall be deemed a gift or dedication of any portion of the Servient Property to the general public, for the general public or for any public purpose whatsoever.
10. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance.
11. Cumulative Remedies. Remedies provided to the parties by this Agreement, at law, and in equity, are cumulative. No remedy shall be exclusive of any other remedies. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.
12. Severability. If any provision of this Agreement, the deletion of which would not adversely affect a party's enjoyment of any material benefit intended by this Agreement nor substantially increase the burden of either party under this Agreement, is found to be invalid or unenforceable, that provision will be severed from this Agreement and the remainder of this Agreement will continue to be binding and enforceable.
13. Attorney's Fees. If either party initiates or is made a party to legal proceedings to enforce this Agreement, then the substantially non-prevailing party in those proceedings will pay the reasonable and actual costs and attorney's fees, including, if applicable, the reasonable and actual costs and attorney's fees of appellate proceedings, incurred by the substantially prevailing party.

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14. Entire Agreement. This Agreement embodies the entire understanding of the parties, and all negotiations, representations, warranties, and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by both parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. This Agreement may not be amended or modified except by written agreement of all parties.
15. Counterparts. This Agreement may be executed in multiple counterparts. The signature of any party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other parties via email in .pdf or similar format.

[Grantor and Grantee have signed on the next page.]

[The space above this line is for recording information.]

[signature page of Agreement Granting Easements for Stormwater Drainage]

HOA:

NUEVA ANDALUSIA OWNERS ASSOCIATION 1,
INC.

By: Paul Federico

Print name: Paul Federico

As its: PRESIDENT

STATE OF PROVINCE OF
COUNTY OF ONTARIO, CANADA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☒ online notarization on OCTOBER 19 2021, by PAUL FEDERICO as PRESIDENT of NUEVA ANDALUSIA OWNERS ASSOCIATION 1, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/She ☒ is personally known to me or ☐ has produced _____, as identification.

Harriet Lau

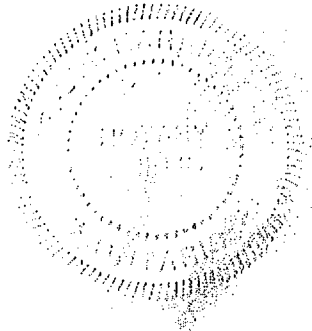
SIGNATURE OF NOTARY

HEI-LOK HARRIET LAU

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, ~~STATE OF FLORIDA~~ PROVINCE OF ONTARIO,
My Commission Expires: N/A CANADA



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STERLING:

STERLING HOMES (MILL SLOUGH) LIMITED
PARTNERSHIP, a Florida limited partnership

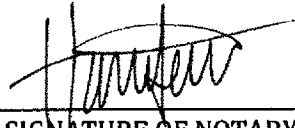
BY: Sterling Group GP LLC
As its General Partner

By: Paul Federico
Print name: Paul Federico
MANAGER
As its: ~~GENERAL PARTNER~~

~~STATE OF~~ PROVINCE OF
~~COUNTY OF~~ ONTARIO, CANADA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☒ online notarization on OCTOBER 19 2021, by PAUL FEDERICO, as GENERAL PARTNER of STERLING HOMES (MILL SLOUGH) LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the partnership. He/She ☒ is personally known to me or ☐ has produced _____, as identification.

*as Manager of Sterling
GP LLC, a Florida limited
Liability company


SIGNATURE OF NOTARY

HEI-LOK HARRIET LAU

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, ~~STATE OF FLORIDA~~ PROVINCE
OF ONTARIO,
My Commission Expires: _____ CANADA

46116328 v6

8

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GRANTEE:

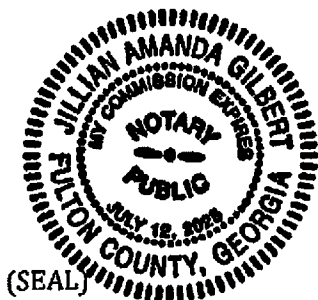
**SUNBELT PHASE I HOMEOWNERS
ASSOCIATION, INC.,** a Florida not-for-profit
corporation

By: _____
Print name: Todd Jones

As its: President

STATE OF Georgia
COUNTY OF Fulton

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization on October 21st 2021, by
Todd Jones as President of **SUNBELT PHASE I HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. (He/She ☒ is
personally known to me or ☐ has produced _____ as identification.



SIGNATURE OF NOTARY
Jillian Gilbert
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC, STATE OF Georgia

My Commission Expires: July 12th, 2025

[The space above this line is for recording information.]

EXHIBIT "A"

HOA Property

TRACTS B, C, AND D, SUNBELT-PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 21, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY,
FLORIDA

EXHIBIT "B"

Sterling Property

A portion of Section 13, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 13, Township 25 South, Range 29 East, Osceola County, Florida; thence along the West line of said Section 13 run South 00 degrees 00 minutes 26 seconds East, a distance of 1362.73 feet to a point; said point being the Southwest corner of Quail Hollow Phase Two (formerly an unrecorded plat, now recorded in Plat Book 7, Page 163, Public Records of Osceola County, Florida); thence along the South line of said Quail Hollow Phase Two run North 89 degrees 47 minutes 44 seconds East, a distance of 426.33 feet to a point; said point being the Southeast corner of said Quail Hollow Phase Two and also the Southwest corner of Quail Hollow Phase Three (formerly an unrecorded plat, now recorded in Plat Book 7, Page 164, Public Records of Osceola County, Florida); thence along the South line of said Quail Hollow Phase Three run North 89 degrees 47 minutes 44 seconds East, a distance of 260.68 feet to the Point of Beginning, thence along the Southeasterly line of Quail Hollow Phase Three run North 59 degrees 53 minutes 38 seconds East, a distance of 322.37 feet to a point; said point being the Southeasterly corner of Lot 33 of said Quail Hollow Phase Three; thence along the Northeasterly line of Lots 33 through 43 of said Quail Hollow Phase Three run North 30 degrees 07 minutes 30 seconds West, a distance of 839.17 feet to a point; said point being the Southwest corner of Lot 45 of Quail Hollow Phase Three; thence along the Southeasterly line of Lots 45 through 50 of said Quail Hollow Phase Three run North 59 degrees 52 minutes 30 seconds East a distance of 556.02 feet to a point on the Westerly right of way line of Florida's Sunshine State Parkway; thence along said right of way line run South 19 degrees 22 minutes 45 seconds East a distance of 1415.65 feet to a point of curve; thence with the arc of a curve to the left, having for its elements a radius of 7839.44 feet, a central angle of 08 degrees 58 minutes 26 seconds, a chord which bears South 23 degrees 51 minutes 58 seconds East, a chord distance of 1226.59 feet, an arc distance of 1227.84 feet to a point on the South line of the Northwest 1/4 of aforesaid Section 13; thence departing said curve (non radial) run South 89 degrees 47 minutes 54 seconds West along the South line of the Northwest 1/4 of said Section 13 a distance of 1318.78 feet to a point; thence run North 00 degrees 00 minutes 27 seconds West a distance of 1295.18 feet to a point on the South line of aforementioned Quail Hollow Phase Three; thence run North 89 degrees 47 minutes 44 seconds East a distance of 14.27 feet to the Point of Beginning.

LESS AND EXCEPT all of SUNBELT - PHASE 1, as recorded in Plat Book 21, at Pages 66 through 69, of the Public Records of Osceola County, Florida.

Parcel ID Number R132529-00U0012000

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EXHIBIT "C"

Dominant Property

LOTS 1 THROUGH 14, INCLUSIVE, AND TRACT A, SUNBELT-PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

[The space above this line is for recording information.]

EXHIBIT "D"

Sterling Easement Area

The Sterling Easement Area consists of that portion of the Sterling Property lying twenty feet (20') on each side of the center line of the certain existing underground drainage pipe and related underground improvements that enter the Sterling Property from the north and continue southerly to the northerly boundary of Tract B, SUNBELT –PHASE I, according to the Plat thereof as recorded in Plat Book 21, Pages 66 through 69, of the Public Records of Osceola County, Florida, and also that portion of the Sterling Property lying twenty feet (20') on each side of the center line of the certain existing underground drainage pipe and related underground improvements that connect said Tract B and Tract C, SUNBELT –PHASE I, according to the Plat thereof as recorded in Plat Book 21, Pages 66 through 69, of the Public Records of Osceola County, Florida.

4.O

**ENVIRONMENTAL STATEMENT
OF WETLAND IMPACTS**



The Mill Slough property is comprised of primarily of altered land that was previously under construction. The onsite uplands have been cleared with little to no vegetation beyond bahia grass. The site also contains an excavated stormwater pond that was also part of the previous construction activity. From a wetlands perspective the property contains an isolated forested system. This wetland area is comprised primarily of cypress intermixed bays, maples, and oaks. The understory is comprised of nuisance/noxious species such as Brazilian pepper, wax myrtle, buttonbush, vines and ferns. This wetland would be considered low quality and provides little to no ecological value. The proposed development plan intends to fully impact the system and mitigate the functional loss of the wetland at a regionally significant mitigation bank. Additionally, there are two (2) small isolated depressional areas that also meet wetland definition. These are small depressional areas that are the results of incomplete grading. Removal of these small depressions will not require mitigation and will be fully impacted with the proposed development.

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

Tampa Office
6011 Benjamin Road
Suite 101 B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Aquatic & Land
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

5.O

TRAFFIC IMPACT ANALYSIS METHODOLOGY

Sunbelt PUD Traffic Study Methodology – February 10, 2021

Introduction

The Sterling Group Corporation, Mr. Paul A. Federico is proposing to develop a 30.95-acre land parcel located on Mill Slough Road within the City of Kissimmee, FL. The parcel ID number for Osceola County is 13-25-29-00U0-0012-0000.

The Client's goal is to develop 214 townhomes on the upland acreage of this property.

Primary Impact Area

Per City of Kissimmee's requirements, the study area will consist of a one-mile radius from the outside boundary of the project location. Figure 2 includes the one-mile range.

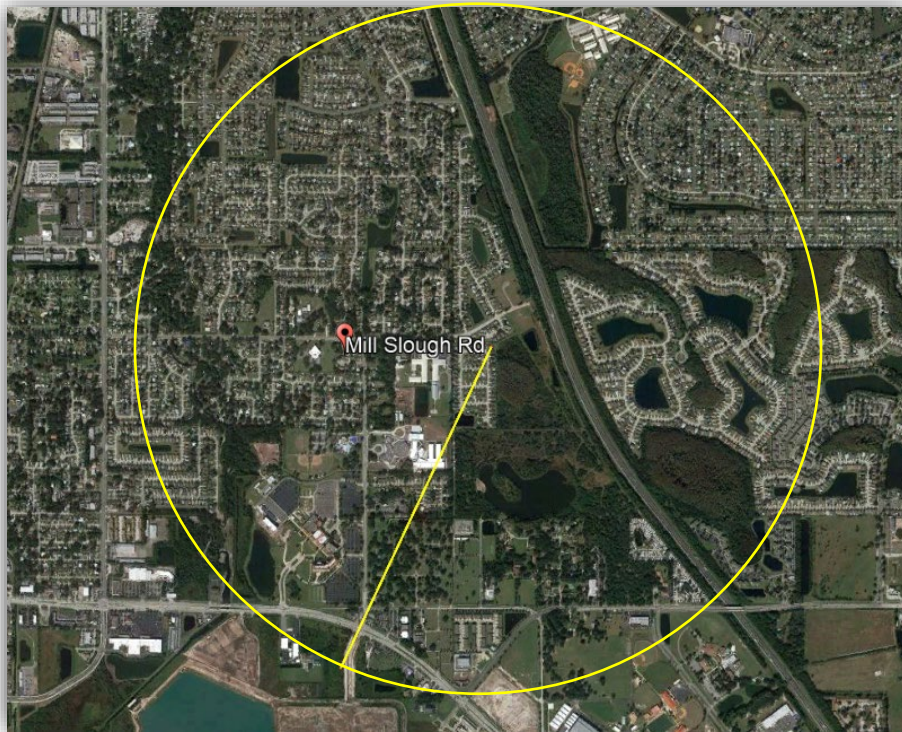
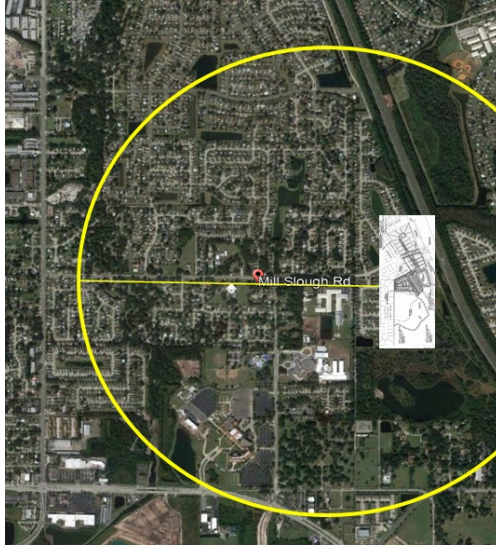


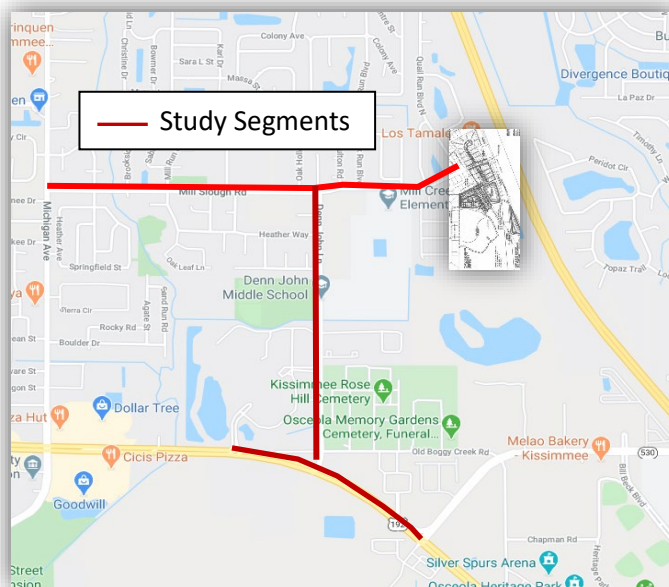
Figure 2 Study Area

Study Segments

The roadways within the one-mile radius of the project to be considered in the analysis are:

- Mill Slough Rd. from the project site to Michigan Avenue.
- Dean John Ln. from Mill Slough Rd. to East Vine Street (US 441)
- US 441 from Valencia College to Fortune Road

The study segments are limited to roadways that are within the City of Kissimmee boundaries.



Data Collection

Mill Slough Road and Denn John Lane are local roads for which traffic counts may not be available. If that is the case, 24-hour, bi-directional counts will be collected on each roadway. Roadway link counts for US 192/441 will be obtained from Osceola County records.

Four-hour turning-movement counts (7-9 a.m. and 4-6 p.m.) will be collected at the intersections of Mill Slough Road at Denn John Lane and Denn John Lane at US 192/441. The traffic counts will be adjusted to peak season by means of the Florida Department of Transportation's (FDOT) latest Peak Season Category Factor.

Existing traffic signal timing and phasing plans will be obtained from Osceola County for the signalized intersections of Mill Slough Road at Denn John Lane and Denn John Lane at US 192/441. A field review and aerial maps will be used to determine lane geometrics, existing signing and pavement markings and other pertinent features affecting the development of a Synchro model of the intersections.

Existing Conditions Analysis

Using Synchro software, analyses of current operations at the intersections of Mill Slough Road at Denn John Lane and Denn John Lane at US 192/441 will be completed. The analyses will be conducted using the adjusted peak season traffic volumes collected at each intersection and will rely upon the existing traffic signal cycle lengths, min green times, and clearance intervals to reflect current operating conditions.

Background Conditions Analysis

The proposed project is assumed to have a build-out year of 2024. An Annual Growth Factor will be obtained by comparing 2016 historical traffic counts to 2019 traffic counts in the study area. In addition, vested trips from previously approved, but not yet built, developments in the study area will be added to the annually adjusted traffic volumes to reflect Background traffic conditions. Using these “future traffic volumes without the project,” a second Synchro analysis will be conducted to determine expected roadway and intersection operations in the build-out year.

Trip Generation

The Development trip generation forecasts are estimated using information published by the Institute of Transportation Engineers (ITE) in the Trip Generation Manual, 10th Edition. Tables 1 to 3 depict the expected trip generation from the proposed development.

Table 1
Daily Trip Generation
Week days

Land Use	ITE Code	Intensity	Trip Generation Rate ⁽¹⁾	Total Trips			Transit				Adjusted Total Trips		
				In	Out	Total	In	Out	Total	%	In	Out	Total
Proposed Use													
Multifamily Housing (Mid-Rise)	221	206	DU	T = 5.45(X) - 1.75 (50/50)			56	56	112	10.00%	504	505	1009
Net New Trips				560	561	1,121	56	56	112		504	505	1,009

⁽¹⁾ Source: Institute of Transportation Engineers' *Trip Generation*, 10th Edition.

Table 2
AM Peak-Hour Trip Generation

Land Use	ITE Code	Intensity	Trip Generation Rate ⁽¹⁾	Total Trips			Transit				Adjusted Total Trips		
				In	Out	Total	In	Out	Total	%	In	Out	Total
Proposed Use													
Multifamily Housing (Mid-Rise)	221	206	DU	Ln(T) = 0.98 Ln(X) - 0.98 (26/74)			18	51	69	2	5	7	62
Net New Trips				18	51	69	2	5	7		16	46	62

⁽¹⁾ Source: Institute of Transportation Engineers' *Trip Generation*, 10th Edition.

Table 3
PM Peak-Hour Trip Generation
Week days

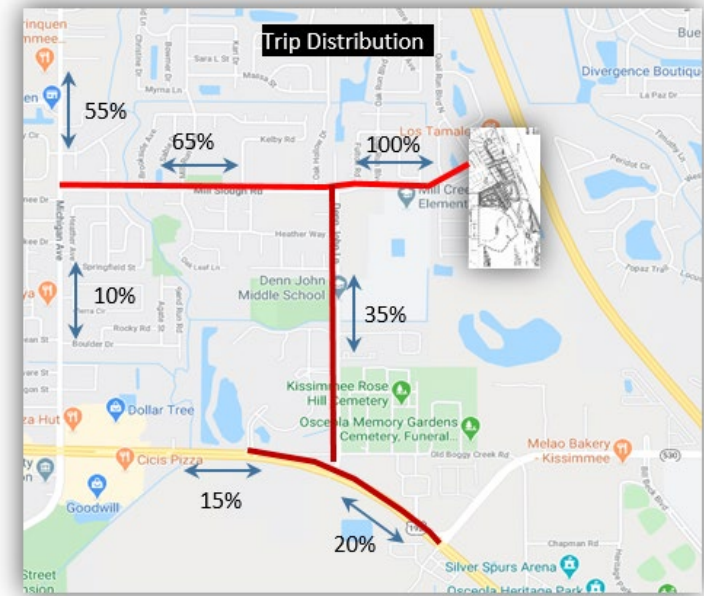
Land Use	ITE Code	Intensity	Trip Generation Rate ⁽¹⁾	Total Trips			Transit				Adjusted Total Trips		
				In	Out	Total	In	Out	Total	%	In	Out	Total
Proposed Use													
Multifamily Housing (Mid-Rise)	221	206	DU	Ln(T) = 0.96 Ln(X) - 0.63 (61/39)			56	33	89	6	3	9	80
Net New Trips				56	33	89	6	3	9		50	30	80

⁽¹⁾ Source: Institute of Transportation Engineers' *Trip Generation*, 10th Edition.

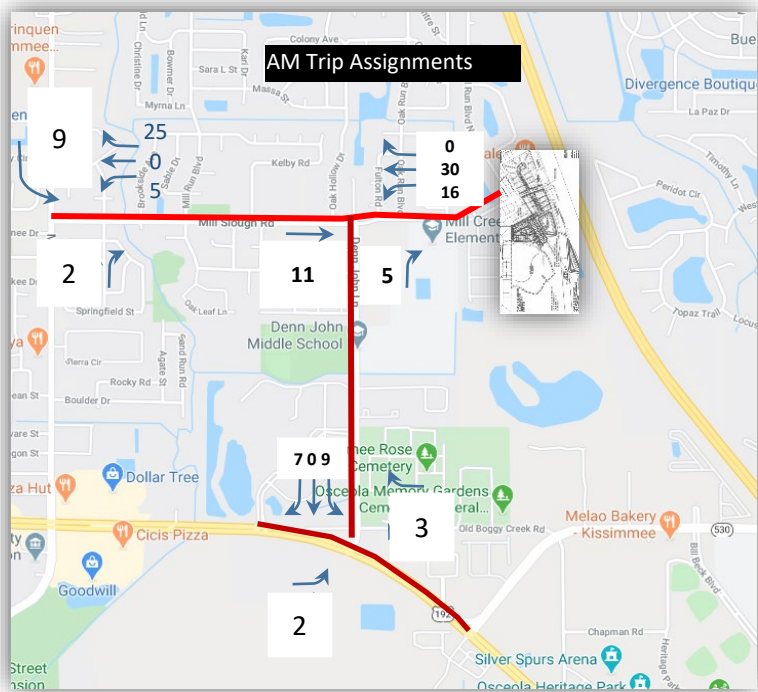
Trip Distribution & Assignment

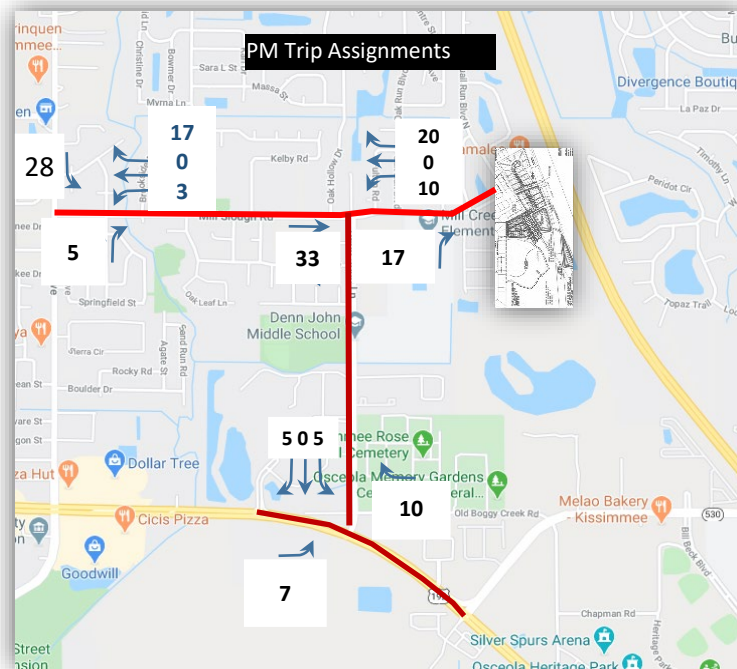
Given that the Development primary access is on Mills Slough Rd. and has no access to the east, the trip distribution for the Project trips is proposed to be based on the current traffic pattern. Transit services are available along Mills Slough Rd.; therefore, transit assignment is considered as part of the trip assignment.

The graphic to the right includes our proposed trip distribution.



Traffic assignment is depicted in the figures below.





Total Traffic Conditions Analysis

Total Traffic Conditions traffic volumes will be the combination of project trips with the Background Conditions traffic volumes. Synchro analysis will again be conducted for this “future volumes with project traffic” condition and compared to the Background Conditions analysis. The output from all Synchro reports will be summarized in tables showing the delay per approach as well as the delay per movement and the Level of Service for the intersection and each approach and movement. Should there be projects in the study area that affect the roadway segment or intersection levels of service and are scheduled for construction within the Five-Year Work Program, these roadway modifications will be considered in the analyses. Mitigation measures, if required, will be recommended and additional analyses will be completed to demonstrate their effectiveness at resolving the overcapacity condition.

Summary Report

A report summarizing the analysis and findings will be provided for review and approval by City staff.

6.O

MAPPING OF EXISTING FEATURES

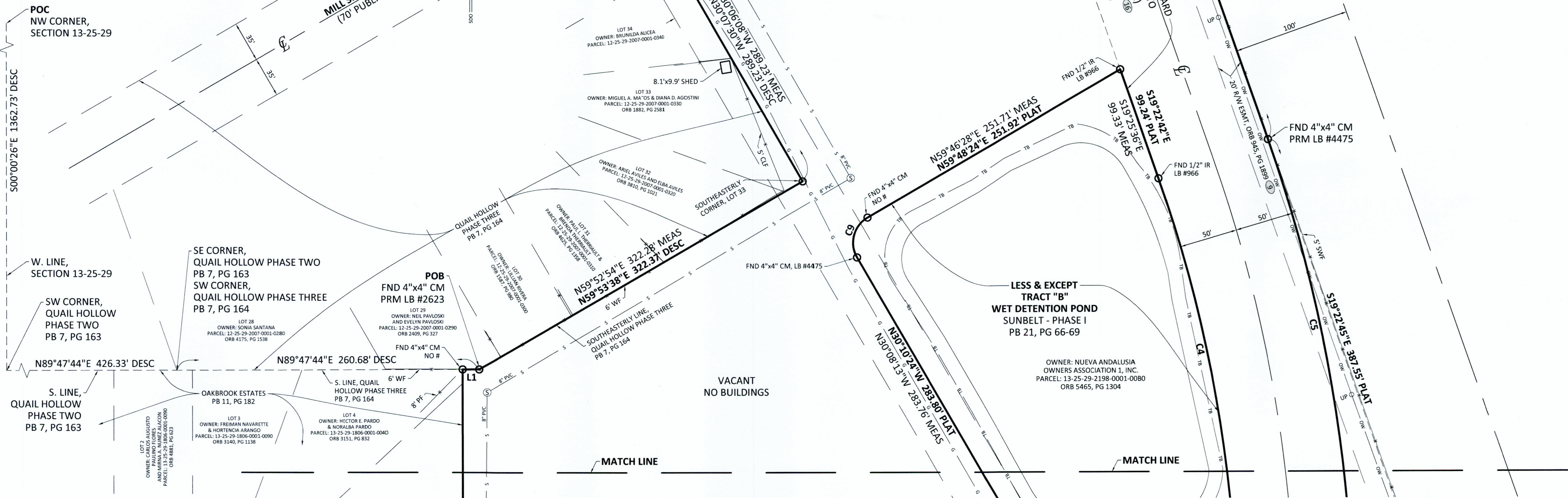
DESCRIPTION

LESS AND EXCEPT ALL OF SUNBELT - PHASE I, AS RECORDED IN PLAT BOOK 21, AT PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

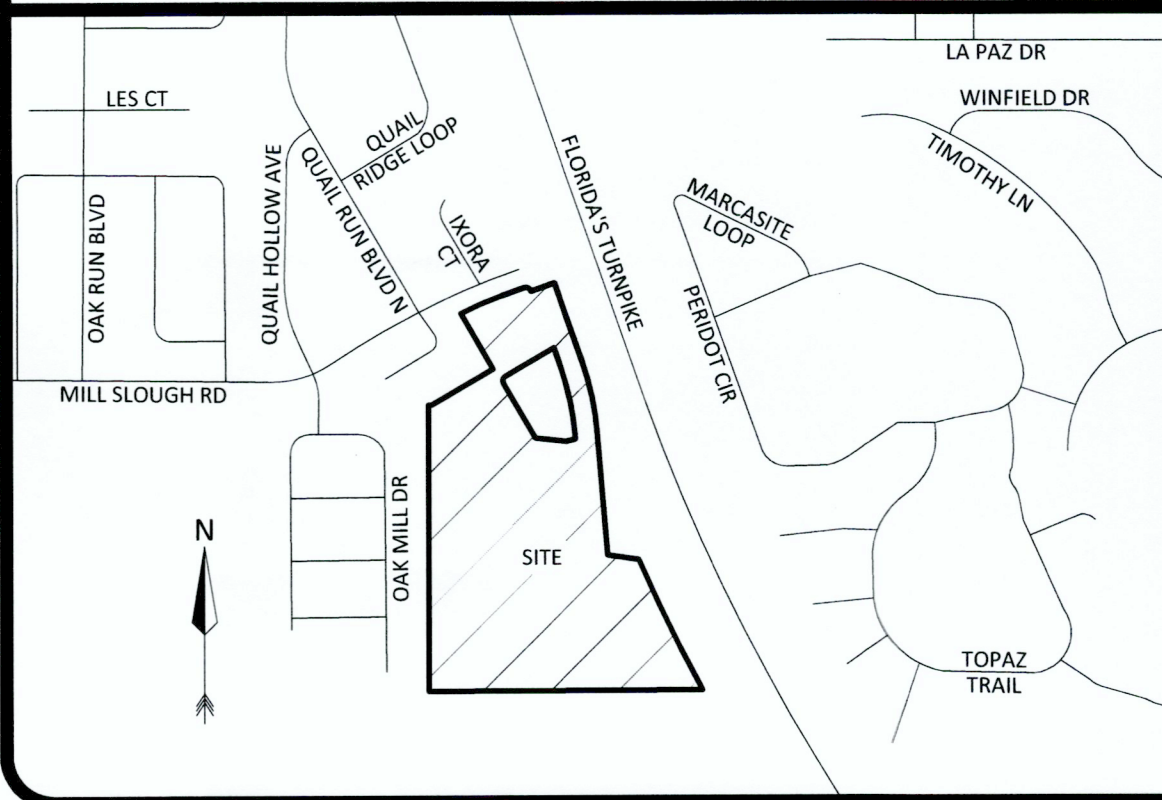
NOTES

- ## SCHEDULE B-2 - EXCEPTIONS

- ## LAND AREA



VICINITY MAP (NOT TO SCALE)



CERTIFICATIONS

STERLING HOMES US INC., A DELAWARE CORPORATION;
STERLING HOMES (MILL SLOUGH) LIMITED PARTNERSHIP, A FLORIDA LIMITED
PARTNERSHIP;
STERLING GROUP GP LLC, A FLORIDA LIMITED LIABILITY COMPANY;
ARVID INCORPORATED, A FLORIDA CORPORATION;
INFINITY TITLE GROUP, LLC;
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;
STERLING HOMES INC., AN ONTARIO CANADA REGISTERED CORPORATION;
PUERTA DEL SOL REAL ESTATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY;

NO.	CENTRAL ANGLE	CURVE		CHORD	
		RADIUS	ARC LENGTH	BEARING	DISTANCE
C2	07°28'26"	1509.25'	196.87'	N66°53'02"E	196.73' PLAT
				N66°54'31"E	196.69' MEAS
C3	90°00'00"	25.00'	39.27'	N64°22'45"E	35.36' PLAT
				S64°34'42"E	35.37' MEAS
C4	14°40'12"	1186.17'	303.71'	S12°02'39"E	302.88' PLAT
				S12°02'03"E	302.95' MEAS
C5	14°40'12"	1286.17'	329.31'	N12°02'39"W	328.41' PLAT
				N12°03'31"W	328.50' MEAS
C9	90°00'00"	25.00'	39.27'	N14°49'36"E	35.36' PLAT

BOUNDARY LINE CHART

- BOUNDARY LINE CHART
- | | | | |
|----|-------------|---------|------|
| L1 | N89°47'44"E | 14.27' | DESC |
| | S89°59'31"E | 14.24' | MEAS |
| L2 | N70°37'15"E | 112.00' | PLAT |
| | N70°40'01"E | 111.92' | MEAS |
| L5 | N70°37'15"E | 110.42' | PLAT |
| | N70°34'32"E | 110.45' | MEAS |

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4
2012 E. Robinson Street, Orlando, Florida 32804
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 60'	JOB #52928	SHEET 1 OF 2
ORIGINAL DATE: 7/21/20	DRAWN BY: ANT	

PREPARED FOR:
STERLING HOMES INC.

SUBDIVISION NAME: SECTION 13, TOWNSHIP 25 SOUTH, RANGE 29 EAST

LOCATION:
MILL SLOUGH ROAD
KISSIMMEE, FL 34744

LEGEND

[illegible]

BOUNDARY SURVEY DATE: 7/21/20

per 5J-17.051(3)(d) Florida Administrative Code

DATE:	JOB #	REVISION	BY
8/28/20	52928	ADD CERTIFICATIONS AND NOTE 12	AN

BOUNDARY AND LOCATION SURVEY

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THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

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ALTA/NSPS LAND TITLE SURVEY

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STERLING HOMES INC., AN ONTARIO CANADA REGISTERED CORPORATION;
PUERTA DEL SOL REAL ESTATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY;

ACCURIGHT

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2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 60' JOB #52928 SHEET 2 OF 2
ORIGINAL DATE: 7/21/20 DRAWN BY: ANT

PREPARED FOR:

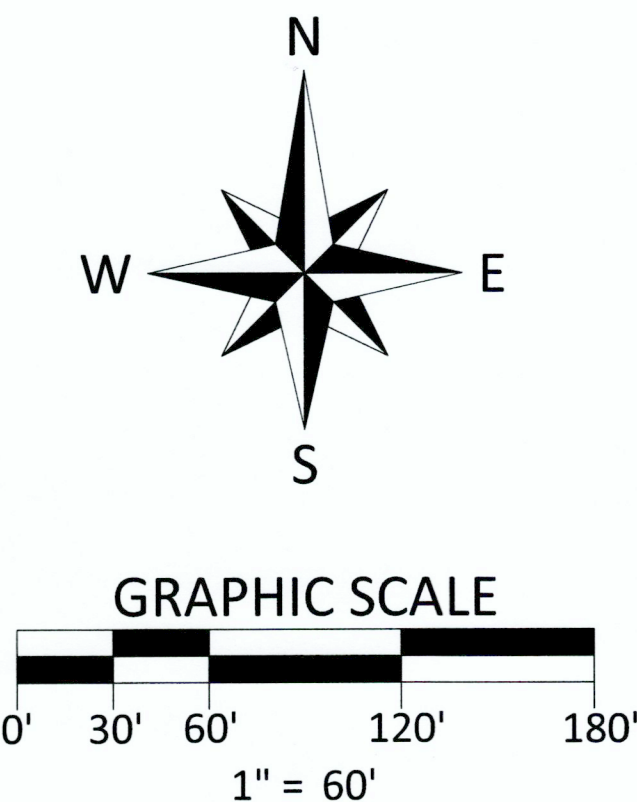
STERLING HOMES INC.

SUBDIVISION NAME: SECTION 13, TOWNSHIP 25 SOUTH, RANGE 29 EAST

LOCATION:
MILL SLOUGH ROAD
KISSIMMEE, FL 34744

LEGEND

BB - BOTTOM OF BANK	MEAS - MEASURED
BC - BACK OF CURB	MF - METAL FENCE
BF - BACK FLOW PREVENTER	ML - METAL LID
B - BENCHMARK	MS - METAL SHED
BOLL - BOLLARD	MS - METED END SECTION
BW - BURIED ELECTRIC	MS - MONITORING WELL
BWF - BARBED WIRE FENCE	N&D - NAIL & DISK
CB - CABLE TV RISER	NAVD - NORTH AMERICAN
C - BURIED CABLE TV	NGVD - NATIONAL GEODETIC
CALC - CALCULATED	NT - NON-TANGENT
CBM - CALCULATED & MEASURED	NTS - NOT TO SCALE
CA - CENTRAL ANGLE	OE - OVERHEAD ELECTRIC
CBW - CONCRETE BLOCK WALL	ORB - OFFICIAL RECORDS BOOK
CC - COVERED CONCRETE	OW - OVERHEAD WIRE
CF - CONCRETE FLUME	PB - PLAT BOOK
CHW - CONCRETE HEAD WALL	PC - POINT OF CURVATURE
CLF - CHAIN LINK FENCE	PEP - PER ENGINEERING PLANS
CL - CENTERLINE	PF - PLASTIC FENCE
CM - CONCRETE MONUMENT	PI - POINT OF INTERSECTION
CMP - CORRUGATED METAL PIPE	PG - PAGE
-CO - CLEAN OUT	PI - POINT OF BEGINNING
CONC - CONCRETE	P&M - PLAT & MEASURED
COVD - COVERED	PGB - POINT OF BEGINNING
CP - CONCRETE PAD	POC - POINT OF COMMENCEMENT
CW - CONCRETE WALKWAY	PRC - POINT OF REVERSE
D&M - DEED/DESC & MEASURED	CURV - CURVATURE
DE - DRAINAGE EASEMENT	# PS - PARKING SPACES
DESC - DESCRIPTION	PSM - PROFESSIONAL SURVEYOR
-DOT - DOT INLET	AND MAPPER
DOC# - DOCUMENT #	PT - POINT OF TANGENCY
DP - DUMPSTER PAD	PVC - PLASTIC PIPE
DW - DRIVEWAY	R - CURVE RADII
E - EASEMENT NUMBER	RCP - REINFORCED CONCRETE PIPE
EM - ELECTRIC METER	R/W - RIGHT OF WAY
EL - ELECTRICAL BOX	S - SANITARY MANHOLE
ELEV - ELEVATION	-S - SANITARY LINE
ESMT - EASEMENT	SPO - SHOWN FOR DIRECTION ONLY
EP - EDGE OF PAVEMENT	SF - SQUARE FEET
FDC - FIRE DEPARTMENT CONNECTION	SWF - STOCK WIRE FENCE
FIRM - FLOOD INSURANCE RATE MAP	+00.00 - SPOT ELEVATION
FFE - FINISHED FLOOR ELEVATION	-D - STORM/RAIN LINE
-FH - FIRE HYDRANT	SV - SEWER VALVE
-FM - FORCE MAIN	ST - STORM MANHOLE
FND - FOUND	-T - UNDERGROUND TELEPHONE
FIB - FIBER OPTIC BOX	ST - STORM INLET
-FO - FIBER OPTIC LINE	TB - TOP OF BANK
-G - GAS LINE	TP - TRAFFIC POLE
GAS - GAS METER	-T - TRAFFIC SIGN
-GW - GUY WIRE ANCHOR	TR - TRANSFORMER/JUNCTION BOX
H - HANDICAP PARKING	TEL - TELEPHONE RISER
HDPE - HIGH DENSITY POLYETHYLENE	TYP - TYPICAL
INV - INVERT ELEVATION	UE - UTILITY EASEMENT
IP - IRON PIPE	UP - UTILITY POLE
IR - IRON ROD	-W - WATER LINE
IR - IRRIGATION VALVE	-W - WOOD FENCE
L - ARC LENGTH	WS - WOOD SHED
LB - LICENSED BUSINESS	WV - WATER VALVE
LP - LIGHT POLE	WM - WATER METER
LSA - LANDSCAPE AREA	WD - WARD DRAIN
LS - LICENSE SURVEYOR	



BOUNDARY SURVEY DATE: 7/21/20

per SJ-17.051(3)(d) Florida Administrative Code

DATE:	JOB #	REVISION	BY:
8/28/20	52928	ADD CERTIFICATIONS AND NOTE 12	ANT

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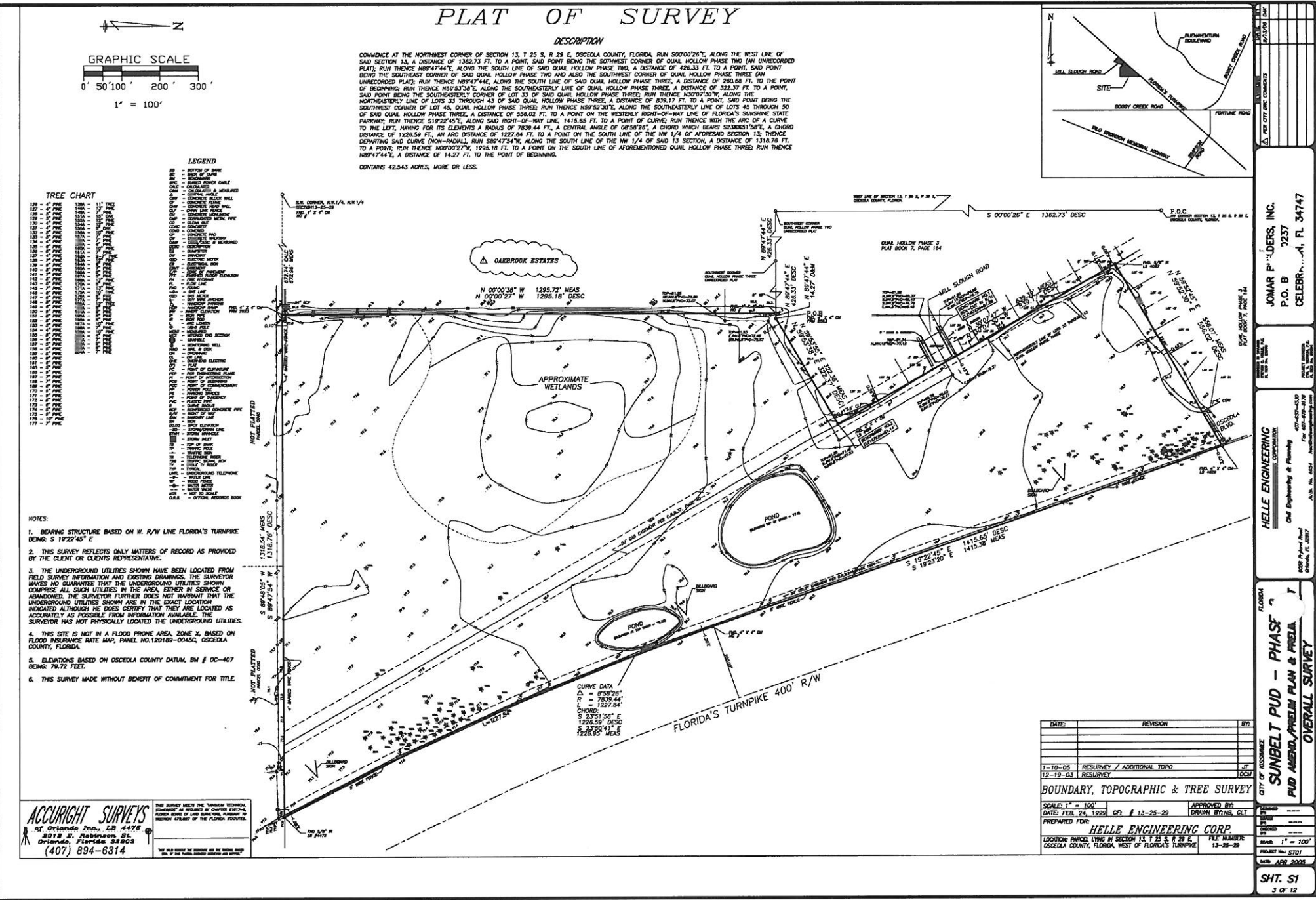
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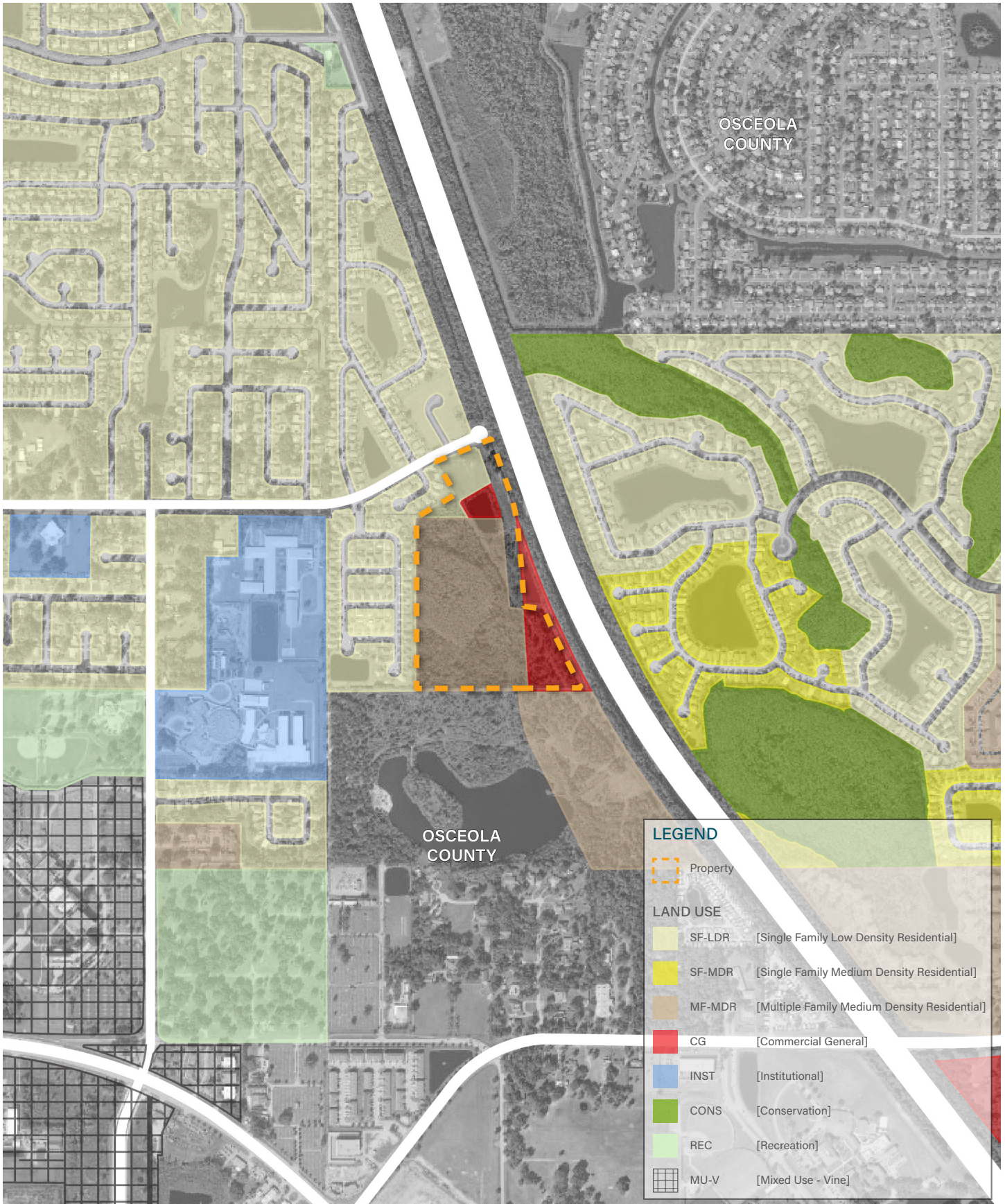
Mill Slough Rd.
14-2-50(E)(2)(c) - Topographic Survey

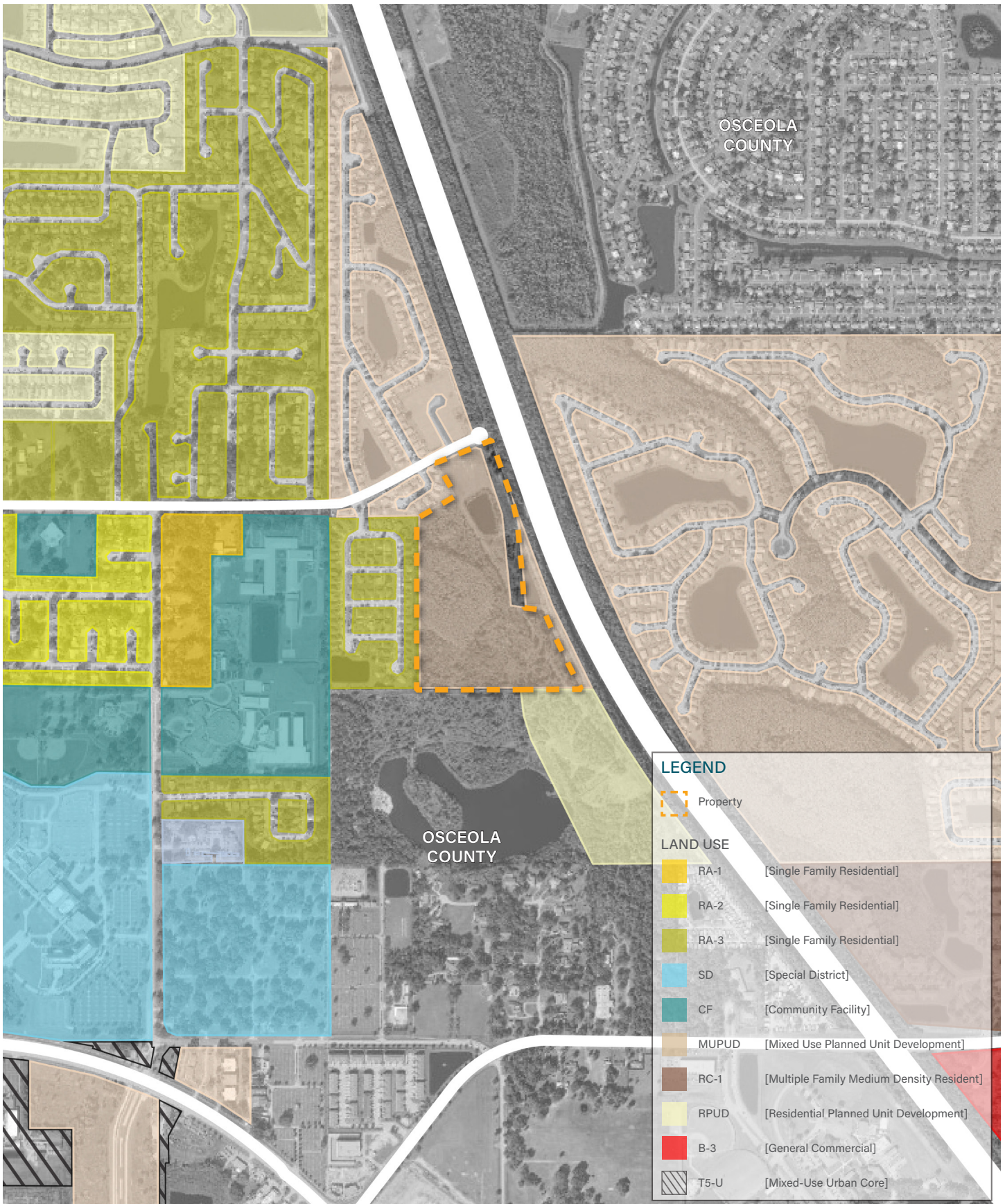




MILL SLOUGH RD • VICINITY MAP

- 📍 City of Kissimmee
- 📅 August 18, 2021
- 👤 Sterling Homes (Mill Slough) Limited Partnership
- # 14-2-50(E)(2)(a)





MILL SLOUGH RD • ZONING CHARACTERISTICS

City of Kissimmee

August 18, 2021

Sterling Homes (Mill Slough) Limited Partnership

14-2-50(E)(2)(e)

Soil Map—Osceola County, Florida



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/20/2020

Page 79
Page 1 of 3
Page 112 of 364

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
6	Basinger fine sand, depressional, 0 to 1 percent slopes	10.2	29.9%
22	Myakka fine sand, 0 to 2 percent slopes	21.4	62.5%
34	Pomello fine sand, 0 to 5 percent slopes	2.6	7.6%
Totals for Area of Interest		34.2	100.0%

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Osceola County, Florida

Survey Area Data: Version 18, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 10, 2019—Mar 3, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



MILL SLOUGH RD • HYDRIC SOILS

 City of Kissimmee

 August 18, 2021

 Sterling Homes (Mill Slough) Limited Partnership

 # 14-2-50(E)(2)9e



BUILDING EXCELLENCE



MILL SLOUGH RD • EXISTING SITE FEAUTRES

City of Kissimmee

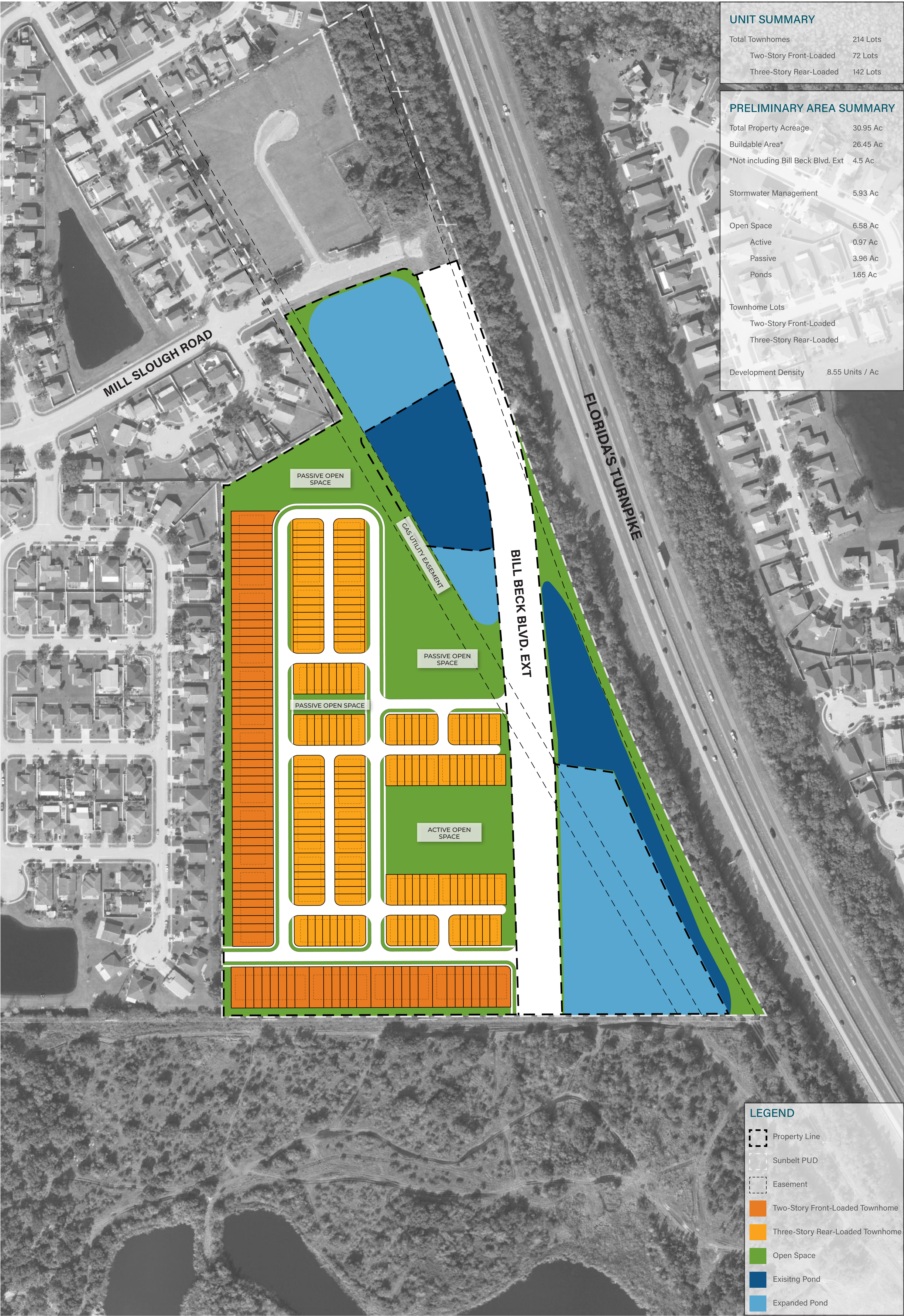
August 18, 2021

Sterling Homes (Mill Slough) Limited Partnership

14-2-50(E)(2)(f)

7.0

MAPPING OF PROPOSED FEATURES



UNIT SUMMARY	
Total Townhomes	214 Lots
Two-Story Front-Loaded	72 Lots
Three-Story Rear-Loaded	142 Lots

PRELIMINARY AREA SUMMARY	
Total Property Acreage	30.95 Ac
Buildable Area*	26.45 Ac
*Not including Bill Beck Blvd. Ext	4.5 Ac
Stormwater Management	5.93 Ac
Open Space	6.58 Ac
Active	0.97 Ac
Passive	3.96 Ac
Ponds	1.65 Ac
Townhome Lots	
Two-Story Front-Loaded	
Three-Story Rear-Loaded	
Development Density	8.55 Units / Ac



DESIGNER CONTACT:
Keesee Associates
258 Southhall Lane, Suite 200, Maitland, Florida 32751
(407) 880-2333 Office
(407) 880-2304 Fax
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Mill Slough Road

Mills Slough Townhomes, Kissimmee, Florida

3d - 2-Story Front-Load

DATE: February 15, 2021	APPROVED BY:	JOB NUMBER: 20-5734
DESIGN PHASE: SD1	SIGNATURE:	
CLIENT: Sterling Group		PAGE: Page 84
20 Rivermede Rd, Suite 204, Concord, ON L4K 3N3		



DESIGNER CONTACT:
Keese Associates
258 Southhall Lane, Suite 200, Maitland, Florida 32751
(407) 880-2333 Office
(407) 880-2304 Fax
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Mill Slough Road

Mills Slough Townhomes, Kissimmee, Florida

2d Front and Left Elevations | 2-Story Front-Load

DATE: February 15, 2021	APPROVED BY:	JOB NUMBER: 20-5734
DESIGN PHASE: SD1	SIGNATURE:	
CLIENT: Sterling Group 20 Rivermede Rd, Suite 204, Concord, ON L4K 3N3		PAGE: Page 85



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 (407) 880-2333 Office
 (407) 880-2304 Fax
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Mill Slough Road

Mills Slough Townhomes, Kissimmee, Florida

2d Front and Left Elevations | 3-Story Rear-Load

DATE: February 15, 2021
 DESIGN PHASE: SD1
 CLIENT:

APPROVED BY:
 SIGNATURE:

Sterling Group

20 Rivermede Rd, Suite 204, Concord, ON L4K 3N3

JOB NUMBER:
20-5734
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Keesee Associates
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(407) 880-2333 Office
(407) 880-2304 Fax

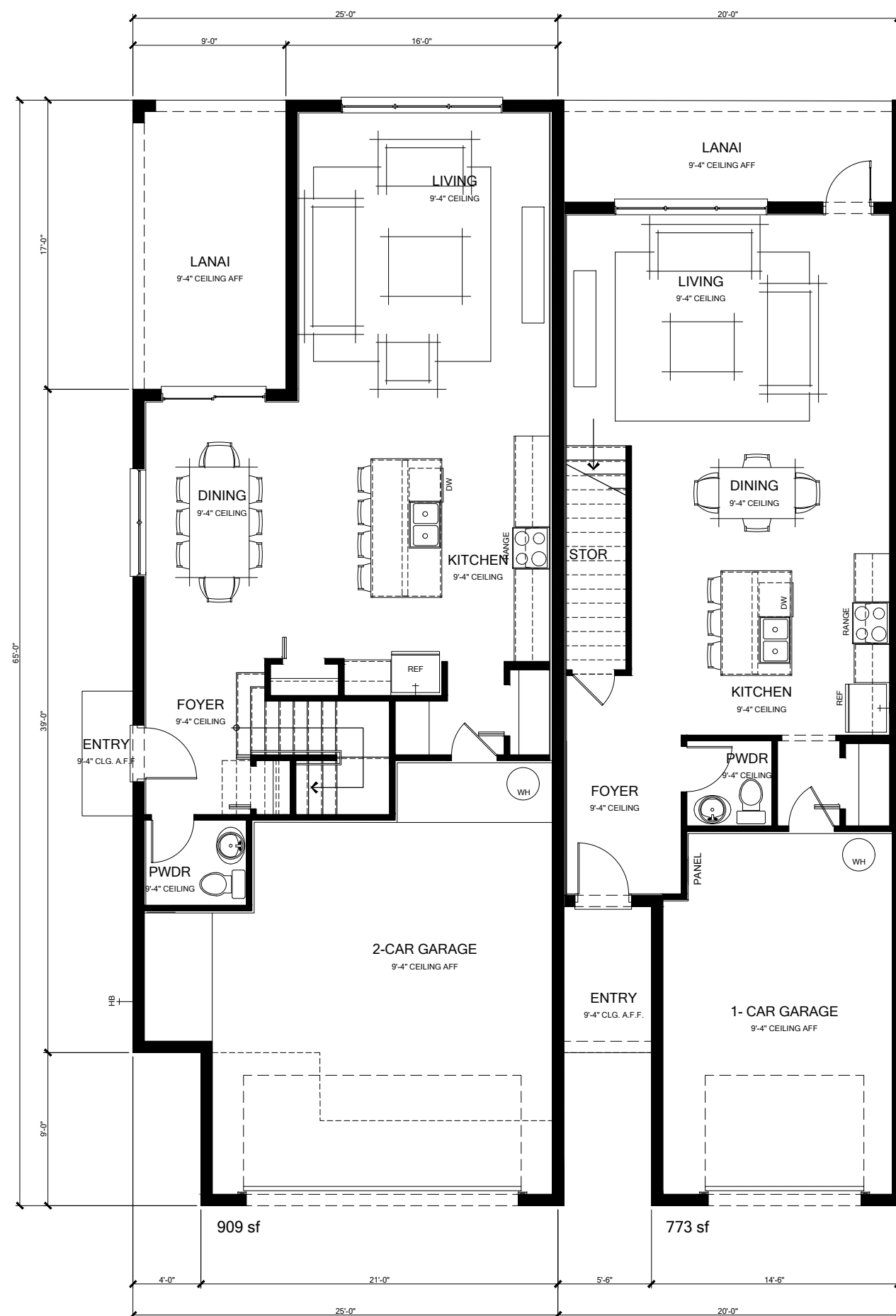
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Mill Slough Road

Mills Slough Townhomes, Kissimmee, Florida

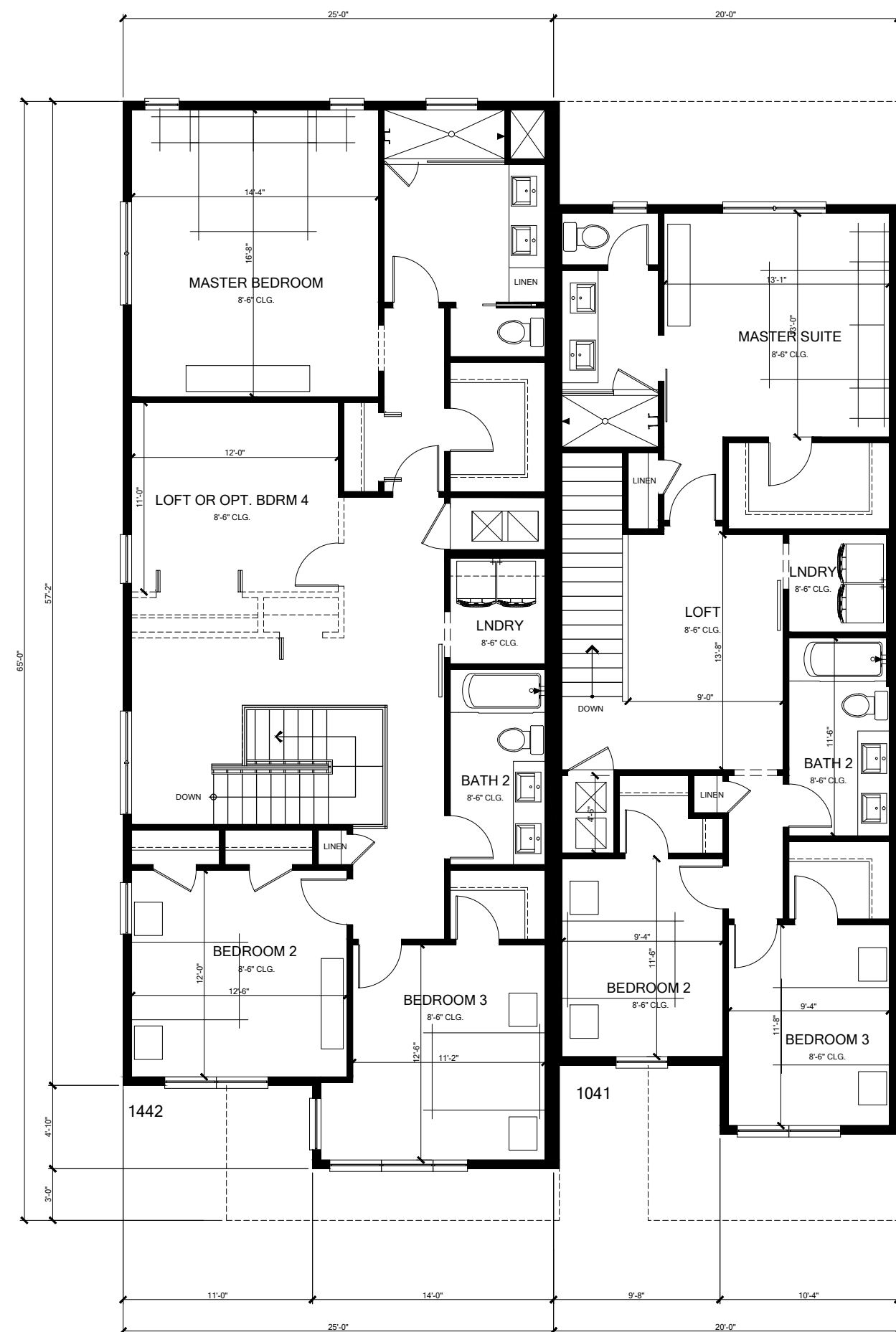
3d - 3-Story Rear-Load

DATE: February 15, 2021	APPROVED BY:	JOB NUMBER: 20-5734
DESIGN PHASE: SD1	SIGNATURE:	
CLIENT: Sterling Group		PAGE: Page 87
20 Rivermede Rd, Suite 204, Concord, ON L4K 3N3		



UNIT A
FIRST FLOOR
2309 SF

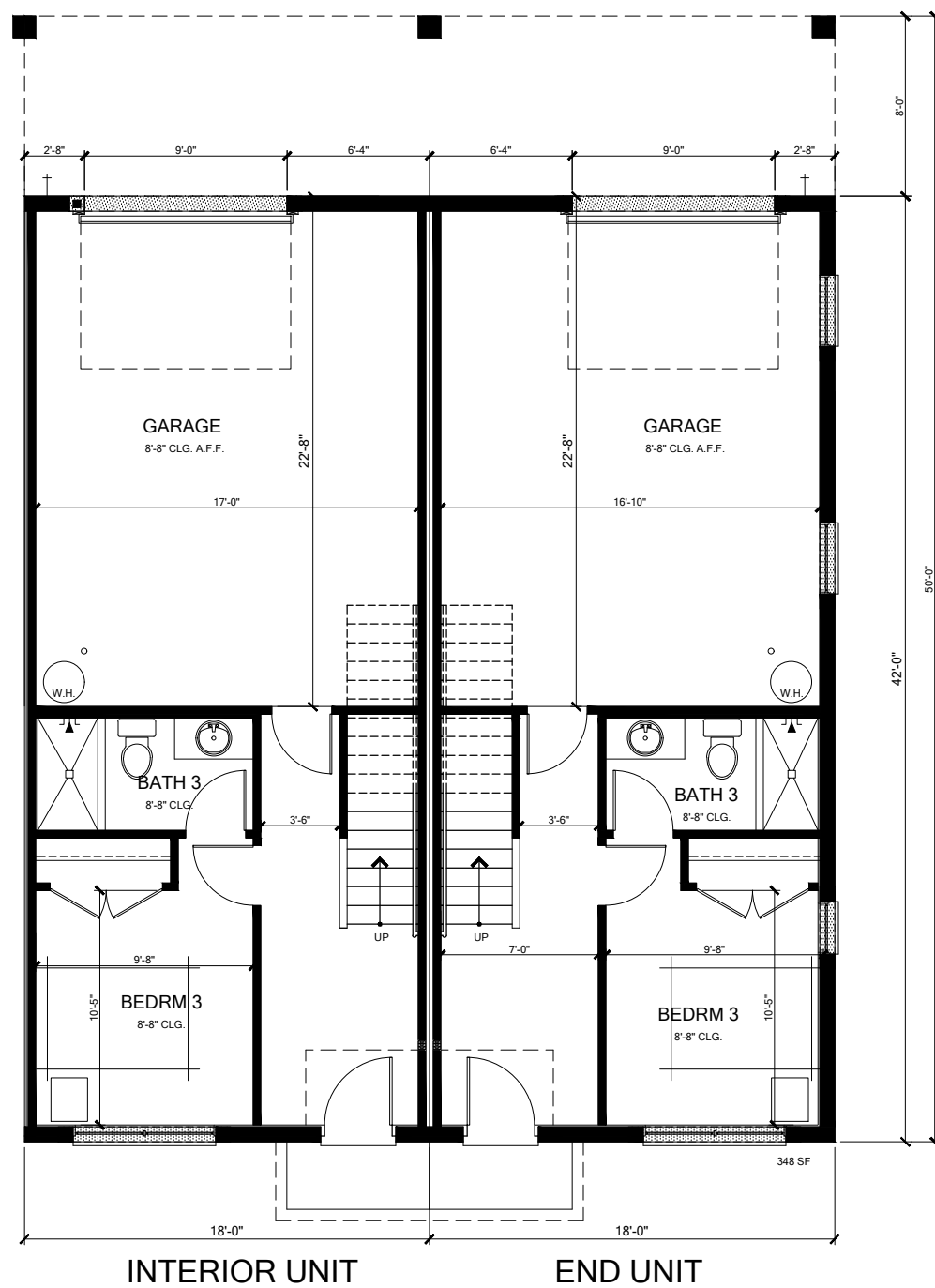
UNIT B
FIRST FLOOR
1764 SF



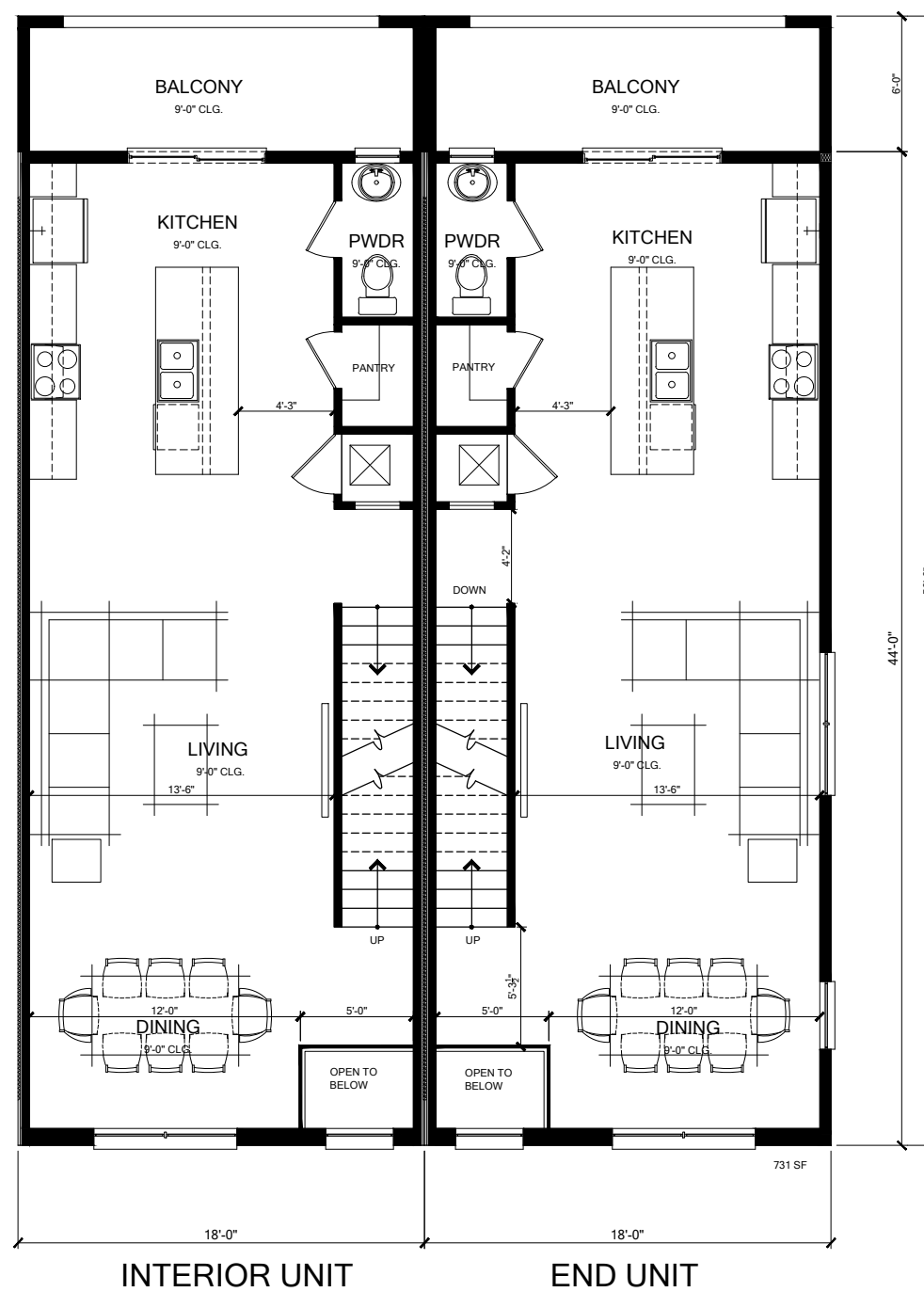
UNIT A
SECOND FLOOR

UNIT B
SECOND FLOOR

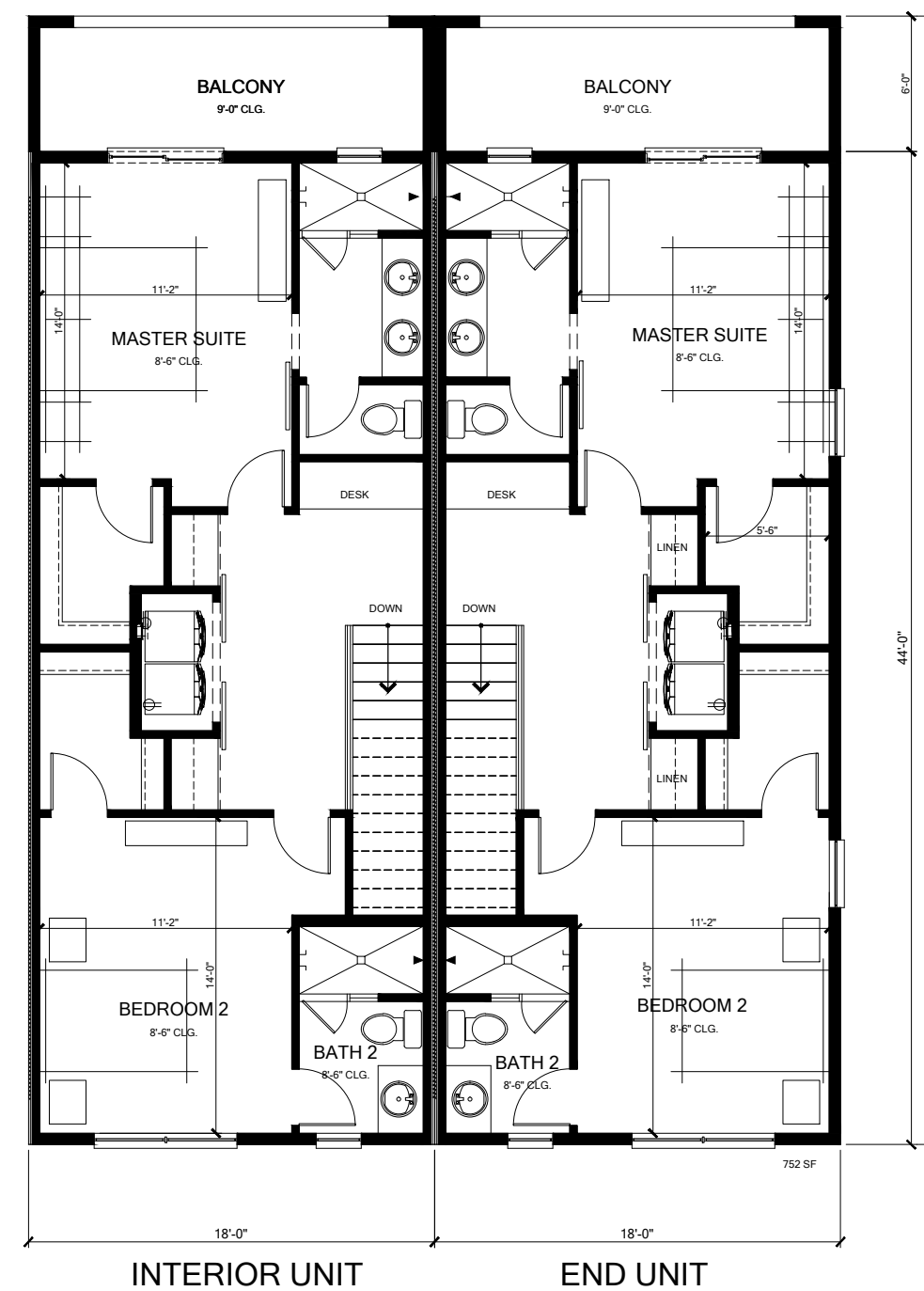
TWO-STORY FRONT LOADED TOWNHOMES
3 BED/2.5 BATH + LOFT WITH OPT 4TH BED & 3 BED/2.5 BATH + LOFT



GROUND FLOOR



2ND FL - MAIN LIVING



3RD FL - BEDROOMS

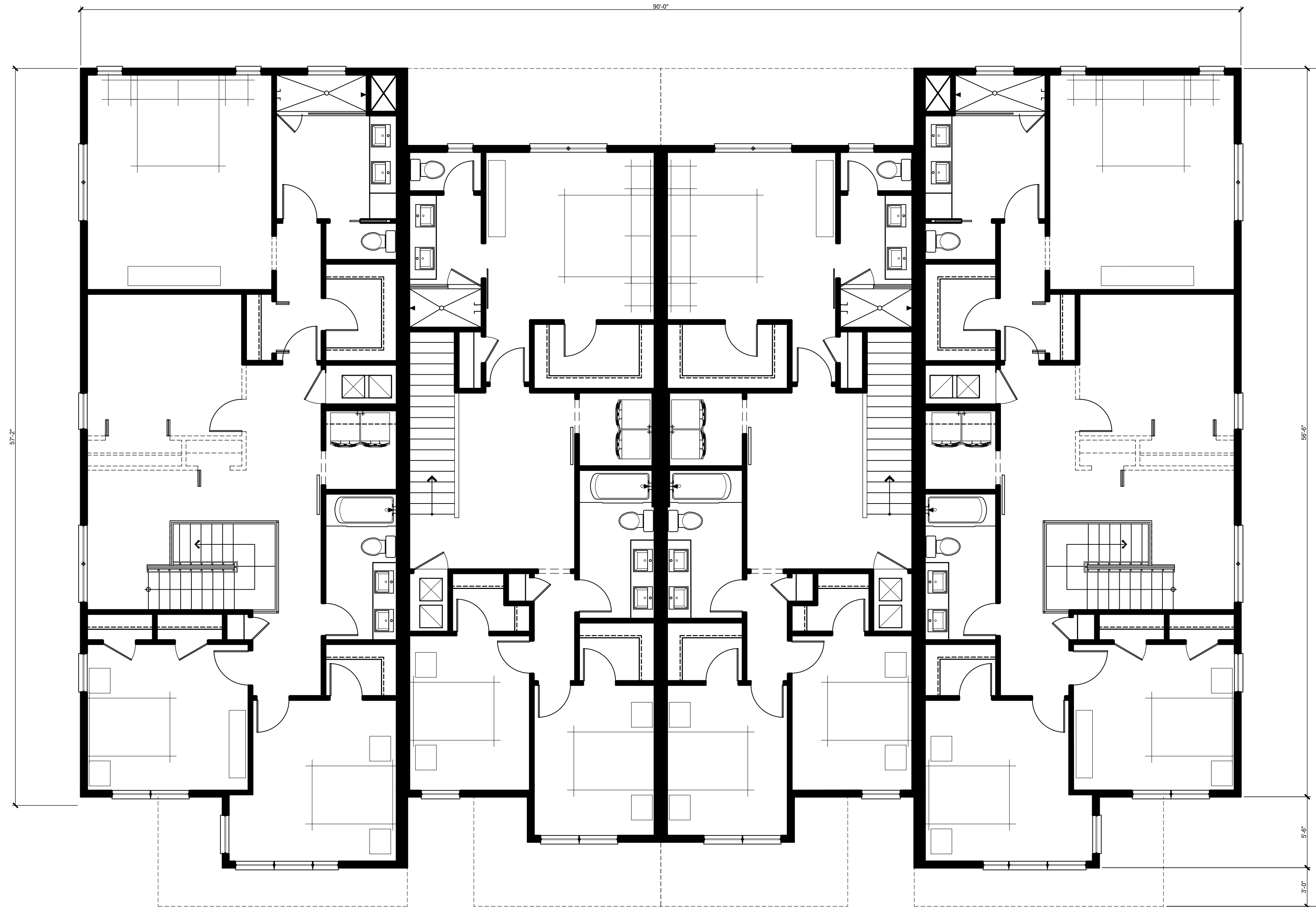
THREE STORY REAR-LOADED TOWNHOMES: 3 BED/3.5 BATH

1831 S.F. LIVING



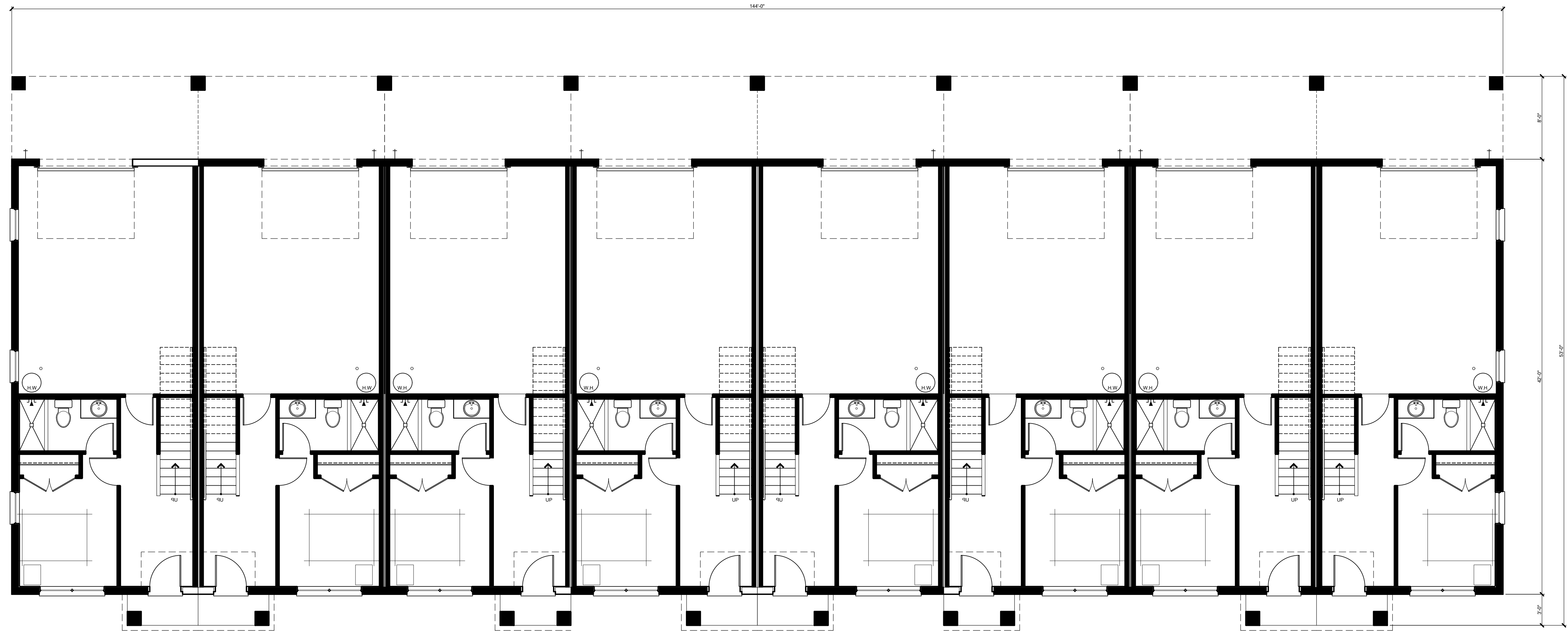
TWO STORY FRONT-LOADED TOWNHOMES

FIRST FLOOR



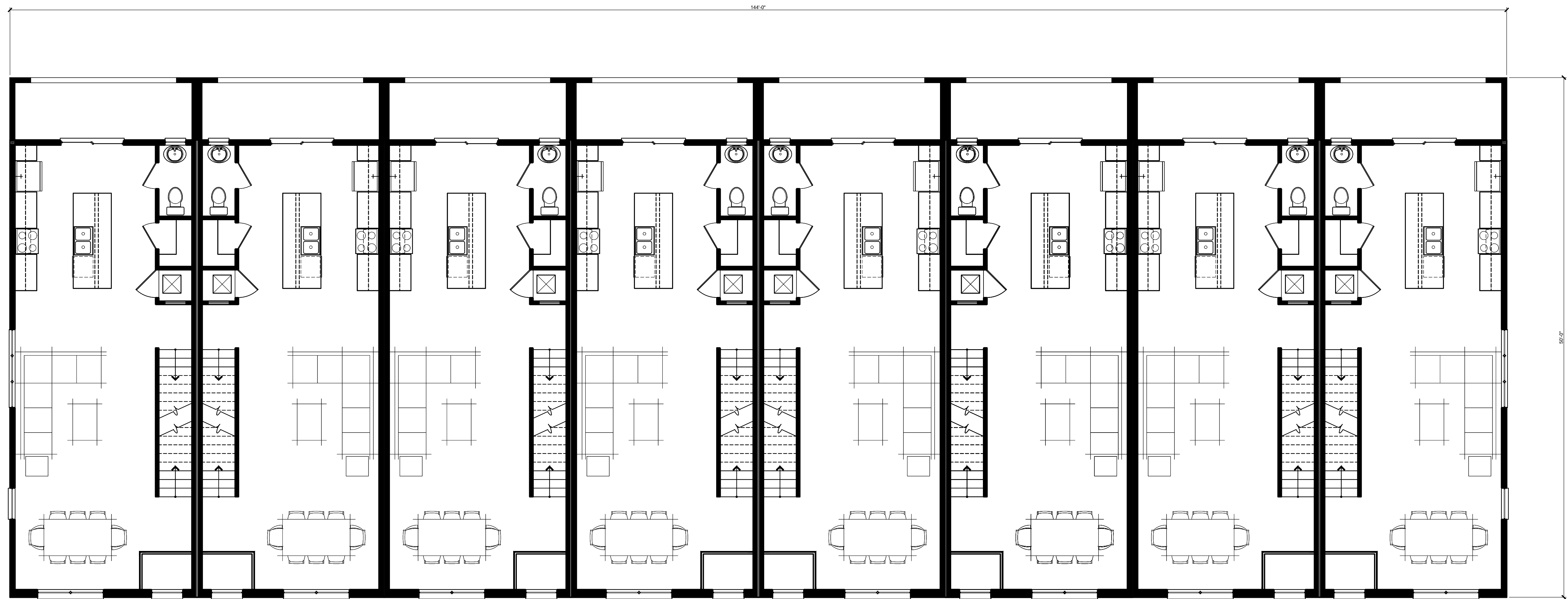
TWO STORY FRONT-LOADED TOWNHOMES

SECOND FLOOR



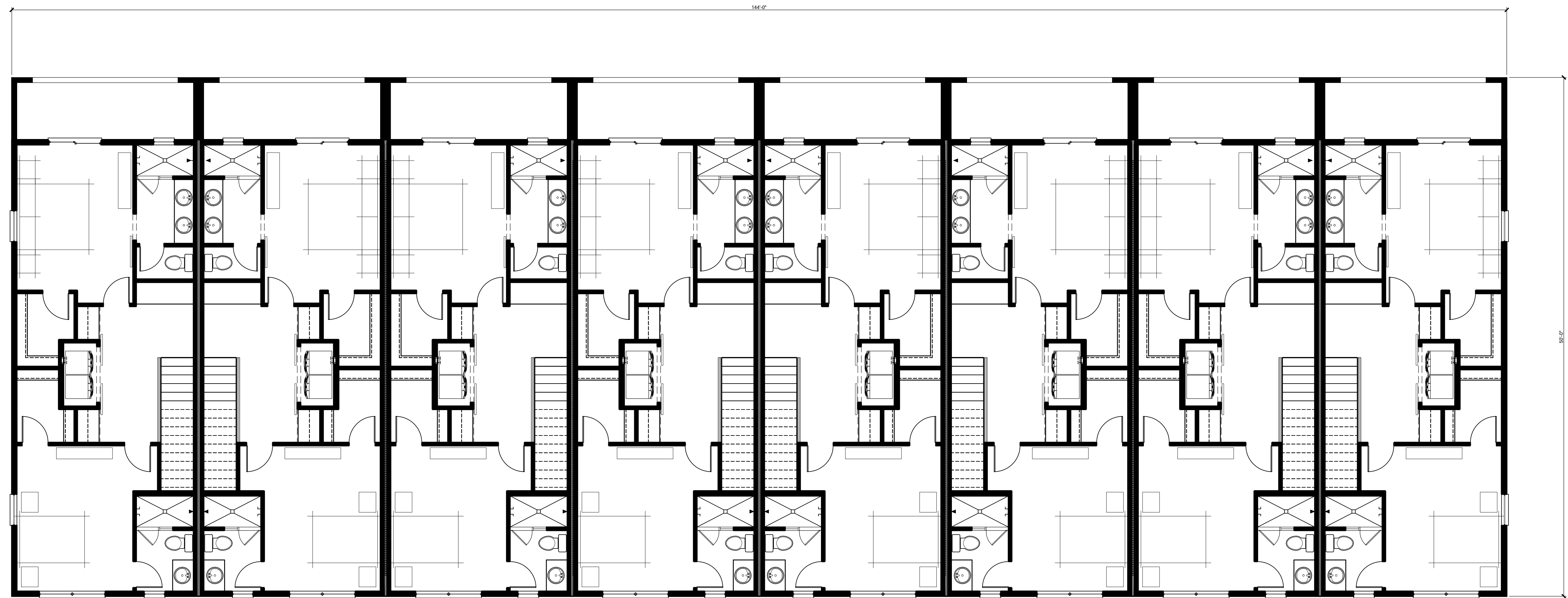
THREE STORY REAR-LOADED TOWNHOMES

FIRST FLOOR



THREE STORY REAR-LOADED TOWNHOMES

SECOND FLOOR



THREE STORY REAR-LOADED TOWNHOMES

THIRD FLOOR

ITEM 4.C

Public Hearing - First Reading - Ordinance to Annex 13.52 acres of land: Hilliard Park, AX-21-0001 - Proposed Ordinance 22-002

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval to annex approximately 13.52 acres of property located east of Simpson Road, north of Hilliard Isle Road, south of Pebble Pointe Way, and west of Cahokia Court.

Explanation

This annexation includes a 13.52 acre parcel of land located off of Hillard Isle Road. The property is contiguous, or adjacent, to parcels currently within City limits along the north and west boundaries meeting the state voluntary annexation and city Land Development Code criteria to recommend approval.

Staff has received letters and emails from adjacent property owners about this annexation that are included with the attachments but also include comments about the Hilliard Park Land Use Amendment (LUPA-21-0001) and Rezoning (ZMA-21-0002) applications that are not being considered or included on the agenda for this City Commission meeting. The Land Use Amendment and Rezoning applications will be scheduled for a separate City Commission meeting with the Second and Final Reading of this annexation. Improvements and conditions to mitigate impacts will be addressed with subsequent development review applications and reviews and is subject to applicable local, state, and federal permitting requirements and standards.

FINDINGS AND REASONS:

1. Compliance with Chapter 171 of the Florida Statutes as it meets all the criteria for voluntary annexation as the property is contiguous, or adjacent, to the City Limits along the western and northern boundaries of the parcel. Municipal services, including water, sewer, drainage, police and fire protection are already provided to these adjacent City parcels. The subject property is reasonably compact and will not result in the creation of an enclave if annexed.
2. Compliance with Section 14-3-25 annexation regulations outlined in the Land Development Code that refers to Chapter 171, Florida Statutes, for general annexation procedures and provides for Future Land Use designations can be established by the City subject to an Annexation Agreement, a Future Land Use Map designation conversion policy in the Future Land Use Element of the Comprehensive Plan (Policy 1.1.10.5), or through the Land Use Amendment process in Chapter 163, Florida Statutes, and Land Development Code Section 14-3-26. The applicant has submitted a separate Land Use Amendment application (LUPA-21-0001) that will be scheduled for a separate City Commission meeting.

Recommendation

The Development Review Committee (DRC) recommended approval on January 18, 2022.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on February 16, 2022.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

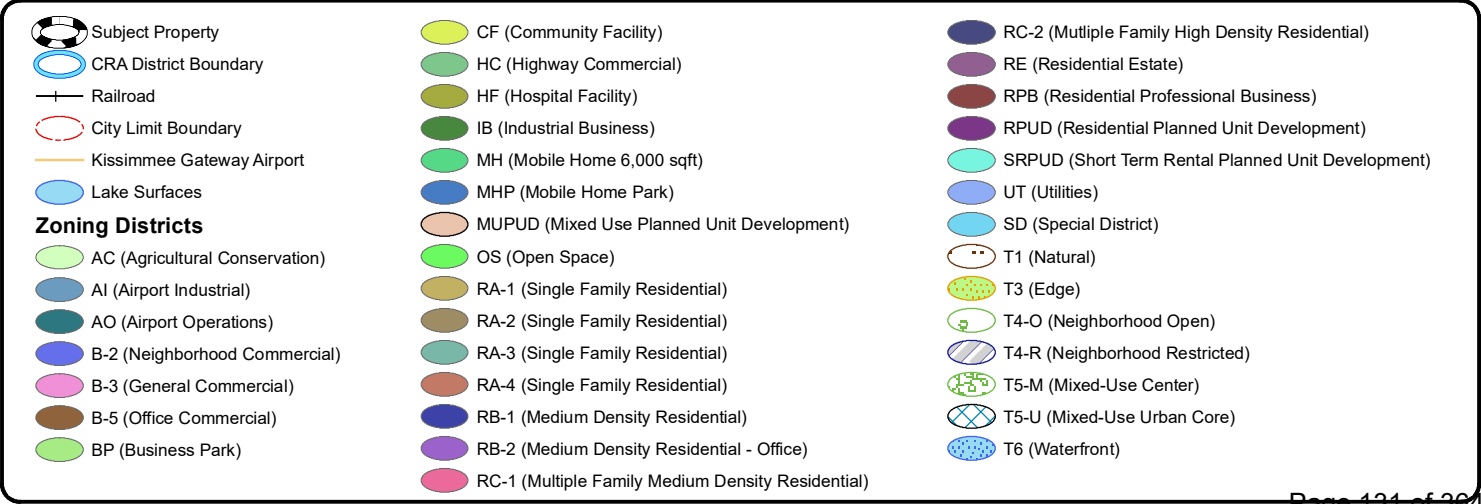
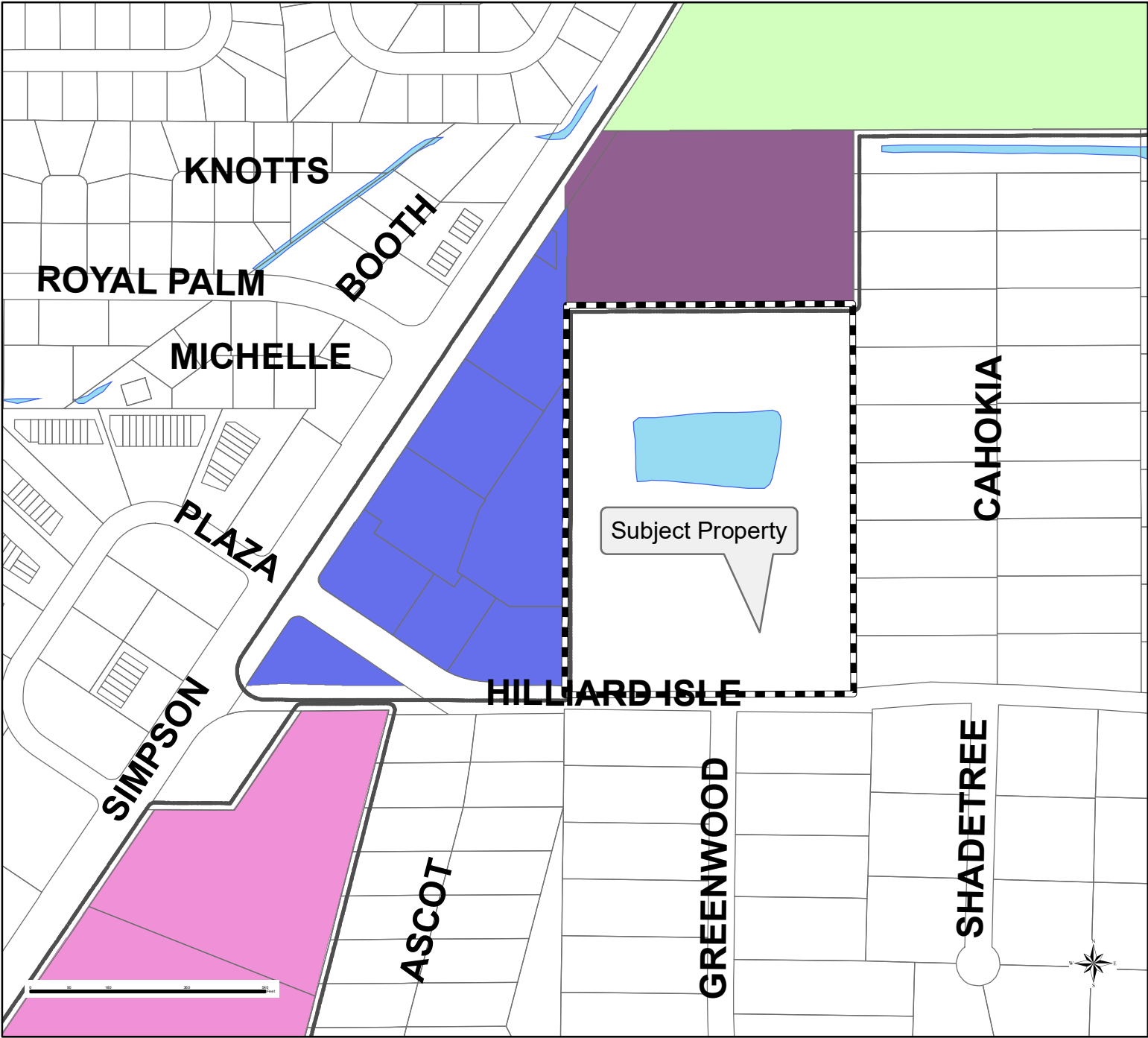
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. AX-21-0001 Aerial Map
2. AX-21-0001 Vicinity Map
3. AX-21-0001 Site Data Tables
4. AX-21-0001 Proposed Ordinance 22-002
5. AX-21-0001 City Commission Ad
6. AX-21-0001 Public Comments
7. AX-21-0001 PAB Actions
8. AX-21-0001 DRC Comments
9. AX-21-0001 DRC Application





Hilliard Park Annexation, AX-21-0001
Parcel ID#08-25-30-0000-0085-000008
East of Simpson Road, north of Hilliard Isle Road, south of Pebble Pointe Way,
& west of Cahokia Court.
Site Data Tables

Site Data	
Size	13.52 acres
Future Land Use Designation	Low Density Residential (LDR) – County
Proposed Future Land Use Designation	Multi Family Medium Density Residential (MF-MDR) – City
Zoning District Designation	Estate Development (E-1) – County
Proposed Zoning District Designation	Medium Density Residential (RB-1) - City
Existing Overlay District	N/A
Existing Use(s)	Vacant
Proposed Use(s)	Single Family Detached, Townhomes
Adjacent Land Use	
North	Single Family Low Density Residential (SF-LDR) – City
South	LDR – County
East	LDR – County
West	Commercial General (CG)– City
Adjacent Zoning	
North	Residential Estate (RE)– City
South	Estate Development (E-1) - County
East	Estate Development (E-1) - County
West	Neighborhood Commercial (B-2) – City
Zoning History	N/A - This property is currently within County jurisdiction.
Past/Current Project Tracking	AX-21-0001 – Hilliard Park Annexation LUPA-21-0001 – Hilliard Park Land Use Amendment (County LDR to City MF-MDR) ZMA-21-0002- Hilliard Park Rezoning (County E-1 to City RB-1)

Comprehensive Plan Summary
Policy 1.2.1.3, Medium Density Residential (MDR): The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. This designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.

Potential Zoning Districts	Multiple Family Medium Density Residential - RC – 1
	Agriculture and Conservation - AC
	Residential Planned Unit Development District - RPUD
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD

Zoning District Standards District Summary

Land Development Code Section 14-4-4(D), RB-1 (Medium Density Residential District) Intent: The RB-1 and RB-2 zoning districts are primarily intended to meet housing needs for single family medium density development, duplexes, and, where appropriate, triplexes. Both districts are also intended to accommodate compatible non-residential uses, existing multiple family structures, and existing rooming houses. The RB-1 district is particularly suitable for redevelopment areas having small platted lots; areas with natural constraints which make higher densities inappropriate; and sites serving as a transition between areas or districts with differing intensities of development.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	LDR County Future Land Use (3-8 du/ac)	MF-MDR City Future Land Use (10-20 du/ac; proposed 7.39 du/ac; lesser densities permitted to protect environmentally sensitive areas & surrounding uses)
	E-1 County Zoning	RB-1 City Zoning
	Vacant	Single Family Detached & Townhomes

Public Facilities Analysis

Transportation	
Adjacent street	Hilliard Isle Rd., Simpson Rd.
Street Quality of Service (QOS)	Adjacent Streets are under Osceola County jurisdiction. Project Development and Environment (PD&E) study for the widening of Simpson Road has been completed by Osceola

	County to widen to divided 4-lane roadway that includes a 26-foot median and a 10-foot shared use path for bicycles and pedestrians. Construction is projected to commence in 2023.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 22-002
ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF
CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF
KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE
TERMS AND CONDITIONS OF SUCH LAND AFTER ITS
ANNEXATION, 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. After public hearing and proper legal advertisement, the City Commission of the City of Kissimmee determined that the hereinafter described property is susceptible of municipal benefits and that the best interest of the City of Kissimmee will be served by the annexation of the hereinafter described land.

Acreage: 13.52

The subject property is located at: Parcel ID: 08-25-30-0000-0085-0000

Legal Description:

THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8,
TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LYING
SOUTH AND EAST OF BOGGY CREEK ROAD (STATE ROAD NO. 530) AND NORTH OF
HILLIARD ISLE ROAD, LESS THE 400.0 FEET THEREOF

SECTION 2. That upon the effective date of this Ordinance, the land described in Section 1 of this Ordinance shall be part of the City of Kissimmee, Florida, and the boundaries of said shall now include the herein above described land from the effective date of this Ordinance.

SECTION 3. That the land described in Section 1 of this Ordinance shall from the effective date of this Ordinance be susceptible to all of the municipal benefits and responsibilities. That the land shall be subject to taxation by the City of Kissimmee beginning the first date of the first calendar year after the effective date of this Ordinance.

However, until that date, no real or personal property within the area described in this Ordinance and so annexed, shall be liable for or taxed to pay any bonded indebtedness of the City of Kissimmee existing at the time of the passage of this Ordinance. Except the exemption provided in this Ordinance, said land shall be subject to all of the obligations and duties as any other lands within the corporate boundaries of the City of Kissimmee, Florida.

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 Gonzalez, declared said Ordinance duly passed and adopted the ____ day of ____, 2022.

Mayor - Commissioner

ATTEST:

City Clerk

CITY OF KISSIMMEE

NOTICE OF PUBLIC HEARING

VOLUNTARY ANNEXATION

The City Commission will meet on **March 15, 2022** at 6:00 p.m., in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, to hear the **First Reading** of the proposed voluntary annexation and vote upon its passage. The proposed annexation ordinance and a complete legal description by metes and bounds may be obtained by contacting the Office of the City Clerk, City Hall.

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.

Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov.

PROPOSED ORDINANCE#22-002 AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION.

The city is requesting annexation as follows:

The subject property is located at Hilliard Isle Rd. **Parcel ID: 08-25-30-0000-0085-000008**

Legal Description:

W 1/2 OF NW 1/4 OF SE 1/4 LESS N 400 FT

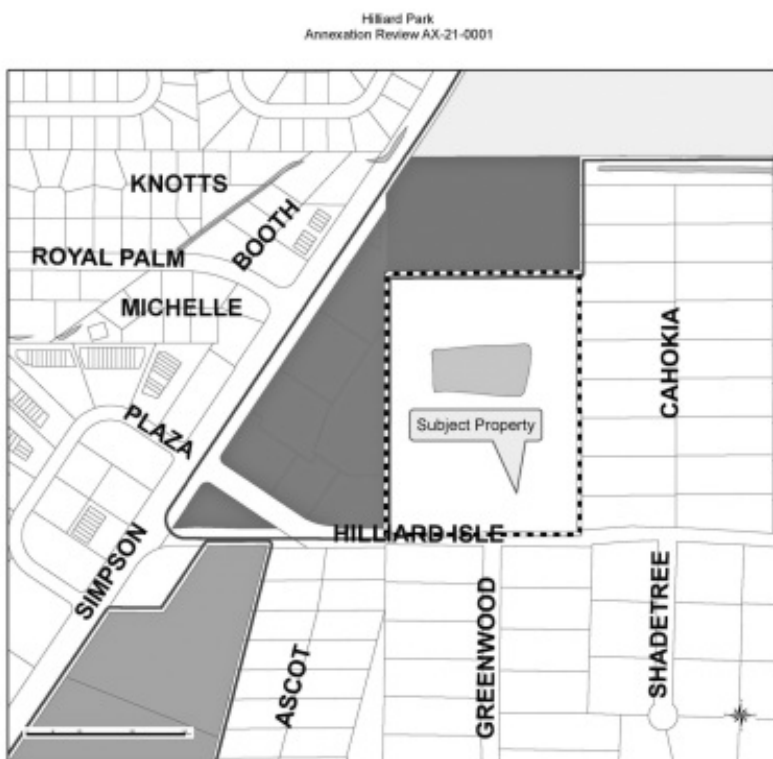
In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding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

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

Reference # **AX-21-0001**

Annexation of 08-25-30-0000-0085-000008
Hilliard Park

CITY COMMISSION
KISSIMMEE, FLORIDA



Subject Property	CF (Community Facility)	RD-2 (Multiple Family High Density Residential)
CRA District Boundary	HC (Highway Commercial)	RE (Residential Estate)
Railroad	HF (Hospital Facility)	PFB (Residential Professional Business)
City Limit Boundary	IS (Industrial Business)	PPLD (Residential Planned Unit Development)
Kissimmee Gateway Airport	MH (Mobile Home 6,000 sqft)	SRPUD (Short Term Rental Planned Unit Development)
Lake Surface	MHP (Mobile Home Park)	UT (Utilities)
Zoning Districts	MPLUD (Mixed Use Planned Unit Development)	SD (Special District)
AC (Agricultural Conservation)	OS (Open Space)	T1 (Natural)
AI (Airport Industrial)	RS-1 (Single Family Residential)	T2 (Edge)
AO (Airport Office/Industrial)	RS-2 (Single Family Residential)	T3 (Neighborhood Open)
R-2 (Neighborhood Commercial)	RS-3 (Single Family Residential)	T4R (Neighborhood Restricted)
R-3 (General Commercial)	RS-4 (Single Family Residential)	T5M (Mixed-Use Center)
R-5 (Office Commercial)	RB-1 (Medium Density Residential)	T6U (Mixed-Use Urban Core)
RP (Business Park)	RB-2 (Medium Density Residential - Office)	T8 (Neighborhood)
	RD-1 (Multiple Family Medium Density Residential)	

Brenda Ryan

From: Linda Hansell
Sent: Tuesday, February 15, 2022 4:30 PM
To: 'davilacon60@gmail.com'
Cc: Brenda Ryan; Yolanda Hazley; Doug Etheredge
Subject: FW: Zone changes

Importance: High

This message is being forwarded to the Planning Advisory Board Administrator for the record.

Regards,
Linda Hansell
City Clerk
407-518-2309

From: Eduardo Davila
Sent: Tuesday, February 15, 2022 10:44 AM
To: CITY CLERK
Subject: Zone changes

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

I, Eduardo Davila Vega 2601 Belmont pl 34744, am against RB-1 medium density residencial zoning changes to my Hilliard Isle community for many reasons. Neibuor attending the meeting will explain.

February 13, 2022

Randall & Leah Cisneros
2633 Cahokia Ct.
Kissimmee, FL 34744

Planning Advisory Board
Kissimmee, FL
Ref# ZMA-21-0002
ZMA for 08-25-30-0000-0085-0000

This letter is to address the changes being proposed for the residential area off of Hilliard Isle Rd. Kissimmee, FL 34744.

To make the change from E-1 - Estate 1 acre properties to RB-1 medium density residential to allow more people to reside in a small space is inconsistent with the community that has already been established in this area for decades.

Making this change would increase the traffic in an already congested area. Even with plans to add a lane on Simpson Rd., this area of Kissimmee has always been over crowded and has only seen significant increases, especially in the last couple of years. More traffic in an already heavily populated area will increase accident rates making it more unsafe to travel in our community.

A higher population in this small area will also increase crime, pollution and result in lower property values. To keep consistent with our current community that has already been established here, the land should remain a low density property, for residential homes with 1 acre each. Using the land for other than what is intended for, will only drive out good community members, forcing us to leave the community and look elsewhere for the neighborhood that we agreed upon when first purchasing our homes.

Please keep in mind the damage this proposed change will do to our nice community and our fellow members of this community who will be living adjacent to this new development each day. Keeping the community on Hilliard Isle Rd. consistent with 1 acre single family homes would be most beneficial to this area, its surrounding neighborhoods and all of the current good members of this community.

Sincerely,



Leah Cisneros

Brenda Ryan

From: Linda Hansell
Sent: Tuesday, February 15, 2022 4:29 PM
To: 'jayscreek@gmail.com'
Cc: Brenda Ryan; Yolanda Hazley; Doug Etheredge
Subject: FW: Proposed ordinance #22-002 Planning advisory board

Importance: High

This message is being forwarded to the Planning Advisory Board Administrator for the record.

Regards,
Linda Hansell
City Clerk
407-518-2309

From: Priscilla Gregory
Sent: Tuesday, February 15, 2022 12:54 PM
To: CITY CLERK
Subject: Proposed ordinance #22-002 Planning advisory board

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD**

This is to inform you that the City of Kissimmee Planning Advisory Board will make a recommendation to the City Commission concerning a request to amend the official Zoning Map, the City of Kissimmee Land Development Code Ordinance No. 2038 for the property described herein:

FROM: E-1 - (Estate) - County

TO: RB-1 - (Medium Density Residential) - City

The subject property is located at Hilliard Isle Rd. Parcel ID: 08-25-30-0000-0085-0000

Legal Description:

W 1/2 OF NW 1/4 OF SE 1/4 LESS N 400 FT

PROPOSED ORDINANCE #22-04: AN ORDINANCE AMENDING ORDINANCE NO. 2038 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The Planning Advisory Board will hold a meeting to consider their recommendation on said request **Wednesday, February 16, 2022** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, FL.

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

Reference # ZMA-21-0002
ZMA for 08-25-30-0000-0085-0000

PLANNING ADVISORY BOARD
KISSIMMEE, FLORIDA

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

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

Please be advised that Mr. Richard Gregory and Mrs. Priscilla Gregory of 2560 Greenwood Dr. Kissimmee, Florida strongly oppose the annexation of Reference AX-21-0001

08-25-30-0000-0085-0000 ...we had a community meeting and it was suggested nothing less than 1 family home on 1/2 acre with no access to Hillard Isle Road....area cannot support

multiply housing...planning board was advised of this at last meeting of this same zoning ordinance...we do not want annex into Kissimmee ...

Respectfully submitted 02/15/2022 Richard Gregory
Priscilla Gregory

Re: Hillard Isle Project

City of Kissimmee Planning Division

Wed 2/16/2022 1:36 PM

To: Avita Hubbard <ahubbard829@gmail.com>;

Avita,

Please refer to the responses in red below:

From: Avita Hubbard <ahubbard829@gmail.com>

Sent: Monday, February 14, 2022 2:08 PM

To: City of Kissimmee Planning Division

Subject: Hillard Isle Project

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

All,

Good afternoon, my name is Avita Hubbard, and my husband and I reside at 2570 Greenwood Dr.

I received a notice in the mail that you are trying to change the land located on Hillard Isle from E-1 to MF-MDR.

The county denied a request to change this land from E-1 to LDR about 5 months ago, how can you now try to move past the county, take it to the city and then change it to MF-MDR? **The City is separate & independent from the County. The applicant requested a voluntary annexation, future land use, & rezoning with the City and you have received notice about the meeting for these requests.**

Who is requesting this change? **The property owner is requesting the change.**

Why are you even considering this change, when it was denied by the County? **The City is separate & independent from the County. The applicant requested a voluntary annexation, future land use, & rezoning with the City and you have received notice about the meeting for these requests.**

Does the County Board have no say in this matter? **The City is separate & independent from the County. The applicant requested a voluntary annexation, future land use, & rezoning with the City and you have received notice about the meeting for these requests.**

All homes in this area are 1 acre or more, and MF-MDR is not inline with the dynamic of this neighborhood. **MF-MDR is the future land use designation requested - it does not determine the size of the lots nor does it mean that only multi family is allowed. The applicant intends to establish single family homes and townhomes, not multi-family.**

I understand the need for growth, and I am not against growth, I am against the wrong kind of growth. The developer that was requesting this change to the County was not the right fit for this project, as they don't see

our community as family oriented, but rather as a profit. Hence it was denied by the County.

There is no multi-family home this neighborhood, I am begging you, please do not change this land to MF-MDR.

Please, if you need to change this land, then change it to Urban Development with 1/2 acre lots and one detached home per lot.

Thank you for your time, and I look forward to hearing from you.

Sincerely,
Avita Hubbard
813-41-7644

Brenda Ryan

From: City of Kissimmee Planning Division
Sent: Friday, February 11, 2022 1:01 PM
To: Brenda Ryan
Subject: Re: 08-25-30-0000-0085-0000 Questions

From: City of Kissimmee Planning Division
Sent: Friday, February 11, 2022 12:57:56 PM
To: Thomas Vacek
Subject: Re: 08-25-30-0000-0085-0000 Questions

Mr. Vacek,

The responses to your questions are highlighted below in red.

***Please note that my new email address is Brenda.Ryan@kissimmee.gov ***

Brenda Ryan, AICP
Planning Manager, Development Services
City of Kissimmee

101 Church Street, Suite 110
Kissimmee, FL 34741
407.518.2104
Brenda.Ryan@kissimmee.gov

From: Thomas Vacek <vacekt@yahoo.com>
Sent: Thursday, February 10, 2022 2:54 PM
To: City of Kissimmee Planning Division
Subject: 08-25-30-0000-0085-0000 Questions

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Planning Board;

My name is Thomas Vacek and my property abuts the land with three current proposals that will be discussed at the February 16th meeting.

I have contacted your office and was instructed to direct any questions I had to this email account.

1.) Who requested the annexation and zoning changes prior to the Planning Boards actions? Is this the same developer that was denied these same zoning changes six months ago ? **The current property owner has requested the annexation, land use, and rezoning.**

2.) Has a plan been sent to the Commission extending the major municipal services and proposed funding for the extension, so that these services will be in place prior to any construction on or occupation of the property ? **The item has**

not been scheduled for a City Commission meeting. Utility service letter that depicts extension of services is included with the Feb. 16th Planning Advisory Board documents that will be included with the City Commission meeting. All infrastructure improvements must be installed concurrently with the development of the property.

3.) Are there members of the Planning Board that will be directly involved in the resulting construction project (if approved by both Planning and the Commission), if so who? Wouldn't that be a direct Conflict of Interest? I ask only because that is exactly what happened with this parcel when the County Commission previously voted an almost identical Rezoning request down.

A member of the Planning Board was to be the Contractor of the Proposed Housing Development and not only voted for it while serving on the Planning Board, but was active in promoting the proposed development at Neighborhood Meetings and to the County Commission. **There is no known Planning Advisory Board member that will be directly involved with the construction of this project. All Planning Advisory Board members must state any conflicts-of-interests prior to discussing an item(s).**

4.) Are you aware that ALL of the homes abutting the property in question (to both South and East) at E-1, One acre Estate with one home per acre? **Yes, the adjacent land uses and zoning designations are included with the Site Data Tables prepared and researched by staff.**

5.) You feel that the proposed zoning changes are appropriate and compatible with the existing neighborhood of One Acre E-1 homes or are a "logical" transition?

- RB-1 is intended to bridge a gap BETWEEN Low and High Density neighborhoods. This zoning change would not.
- MF-MDR allows for; Apartment Buildings, Row Houses, Townhouses, Detached and Semi-Detached houses allowing for 25-80 dwellings per hectare, or 2-6 dwellings per acre.

Again, not a logical transition from E-1 properties. Proposed development only includes single family detached and attached homes.

The RB-1 zoning accommodates single family attached (townhomes) and single family detached. The current Osceola County Low Density Residential Land use allows between 3-8 dwellings per acre. The City MF-MDR can allow for densities less than 10-20 dwellings per acre. The preliminary concept plan proposes 7.39 dwellings per acre which is within the range of the current density of the County future land use designation.

In conclusion, your proposals do not seem to consider;

- The availability transportation facilities
- Public safety
- The limited access to Hilliard and Simpson (which are already congested and not signalized)
- That the improvements (Widening and Signal) for Hilliard Isle and Simpson Road) Will not begin until at soonest...Summer of 2023 and will not be completed until Summer (at soonest) of 2024.
- That the proposed changes and potential construction are premature. The infrastructure MUST be completed for the safety of the existing neighborhood before and real consideration for rezoning can occur.
- Realistically, the Board can use its power to decide that Urban Development (half acre lots with one home) is the only logical "transition" to our larger E-1 neighborhood.

I look forward to your responses and thank you for your assistance in this matter.

Thomas Vacek
2620 Cahokia Court
Kissimmee, FL 34744
(407) 319-1555
vacekt@yahoo.com

P. A. B. Actions – February 16, 2022

Planning Advisory Board meeting held **Wednesday, February 16, 2022 at 6:00 p.m.**, in the City Commission Chambers, 101 Church Street, Kissimmee, Florida

Board Members Present: Present: Chairman Robert Bussiere, Vice Chairman Jeffrey Wolff, (Absent), Member Diana Marrero-Pinto, Member Robert Spalding, Member Jackie Espinosa, Fatima Santiago, Jason Lindsey, School Board.

Staff Members Present: Craig Holland, Director, Douglas Etheredge, Assistant Director, Brenda Ryan, Planning Manager, Patricia Prevost, Planner I, Kalanit Oded, Deputy City Attorney

II MINUTES

ACTION: Member Spalding made a motion to approve the minutes of the December 15, 2021. Planning Advisory Board meeting. Seconded by Member Espinosa.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa			

Motion carried 5-0.

III OLD BUSINESS

IV NEW BUSINES

A. Chipotle Restaurant, DRC#21-0005, Conditional Use with/Site Plan

Request for approval of a Conditional Use with/Site Plan for a drive-thru facility on approximately 2.06 acres of land with a Mixed-Use Urban Corridor (T5-U) zoning designation.

ACTION: Member Spalding made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

B. Hilliard Park, AX#21-0001, Annexation

Request for approval of an Annexation to annex approximately 13.52 acres. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe Wy & west of Cahokia Ct.

ACTION: Member Spalding made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

C. Hilliard Park, LUPA#21-0001, Land Use Amendment (Small Scale)

Request for approval of a Land Use Amendment (Small Scale) to change the Future Land Use Map designation from County-(LDR) Low Density Residential to City-(MF-MDR) Multi-Family Medium Density Residential on 13.52 acres. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe WY & west of Cahokia Ct.

ACTION: Member Spalding made a motion for denial based on traffic. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Nay	Member Marrero-Pinto	Nay
Member Spalding	Nay	Member Santiago	Nay
Member Espinosa	Nay		

Motion carried 5-0.

D. Hilliard Park, ZMA#21-0002, Zoning Map Amendment

Request for approval of a Zoning Map Amendment to change the Zoning designation from County-(E1) Estate Development to City-(RB-1) Medium Density Residential on 13.52 acres of land. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe WY & west of Cahokia Ct.

ACTION: Member Spalding made a motion for approval. Seconded by Chairman Bussiere.

Chairman Bussiere	Aye	Member Marrero-Pinto	Nay
Member Spalding	Aye	Member Santiago	Nay
Member Espinosa	Nay		

Motion failed 2-3.

E. Mill Slough Road, ZMA#21-0001, Zoning Map Amendment

Request for approval of a Zoning Map Amendment to change the Zoning designation from PMUD (Planned Mixed-Use Development) to (RC-1) Multiple-Family Medium Density Residential on 30.92 acres of land.

ACTION: Member Spalding made a motion for approval. Seconded by Member Santiago.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

F. Tapestry Parcel 2, Phases 2&3 DRC#21-00091, PUD Amendment

Request for approval of a (PUD) Planned Unit Development to reallocate and increase multi-family uses and phasing in Tapestry Parcel 2, Phases 2 and 3, on approximately 50.84 acres of land.

ACTION: Member Bussiere made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

V DISCUSSION

No Discussion

VI STAFF REPORT

No discussion

02/16/22

PAB ACTIONS

VII HEARING CHAIRMAN AND BOARD MEMBERS

No discussion

VIII ADJOURN

Chairman Bussiere adjourned the meeting at 8:13 p.m.



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

**ADDRESS: N. of Hilliard Isle Rd.
PLAN NUMBER: ANX-21-0001**

DATE: 1/12/2022

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. Subject to Planning Advisory Board and City Commission approval.

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

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

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



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.

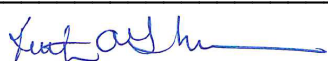
Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application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

Project Name: Annexation of 08-25-30-0000-0080-0000 DRC#

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

Agent Signature:  Date: 12-1-21

Agent Name (Print): Craig Zetwo

Property Owner Signature:  Date:

Property Owner Name (Print): Keith A Graham (GFJV LLC)



HANSON, WALTER & ASSOCIATES, INC.
PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

Letter of Authorization

Date November 25, 2020

RE: 08-25-30-0000-0085-0000

To Whom It May Concern:

This letter does hereby authorize Khaled Hussein and Hanson, Walter & Associates, Inc. to act as representative for GFJV LLC

(Owner)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

(Townhouse or LDR) Kay

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at 407-592-8566

Sincerely,

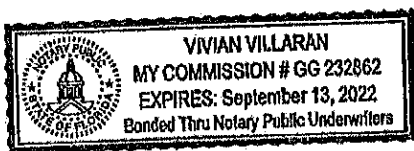
Khaled Hussein

STATE OF Orange
COUNTY OF Florida

Sworn to (or affirmed) and subscribed before me this 25th day of November
20 20, by Keith A. Graham as managing member of GFJV LLC, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:



Notary Public Signature: V. Villaran

CFN 2009002685
BK 03783 Pg 0193 (1pg)
DATE: 01/04/2009 02:46:57 PM
HALCON THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 10.00
DEED DOC 5:061.00

This Document Prepared By and Return to:
Marcos R. Marchena, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Ste 101
Orlando, FL 32814

Parcel ID Number: 08-25-30-0000-0085-0000

Warranty Deed

This Indenture, Made this 23rd day of December, 2008 A.D., Between
Hundred Fires, Ltd., a Florida limited partnership

of the County of Orange, State of Florida, grantor, and
GFJV, LLC, a Florida limited liability company

whose address is: 976 Lake Baldwin Lane, Ste 101, Orlando, FL 32814

of the County of Orange, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Osceola, State of Florida, to wit:

The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 8,
Township 25 South, Range 30 East, Osceola County, Florida, lying
South and East of Boggy Creek Road (State Road No. 530) and North of
Hilliard Isle Road, Less the North 400.00 feet thereof.

Right of Way Reservation for Hilliard Isle Road: The South 30.0 Feet
of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section
8, Township 25 South, Range 30 East, Osceola County, Florida.

* Subject to a Second Mortgage by Hundred Fires, Ltd. in favor of
Keith A. Graham and JoLynn Graham, husband and wife, and Benny Graham
and Carolyn Graham, husband and wife, and John Graham and Candi
Graham, husband and wife dated July 29, 2004 and recorded on
09/01/2004 in OR Book 2589, Page 1075, Public Records of Orange
County, Florida.

and the grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whatsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: Hundred Fires, Ltd., a Florida limited
partnership

By: Red-Way, Inc., its General Partner, a
Florida corporation

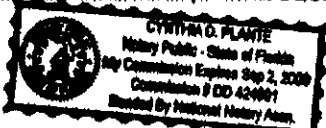
Cynthia D. Plante
Printed Name: Cynthia D. Plante
Witness

Jose A. Rey (Seal)
Jose A. Rey, President
P.O. Address: 976 Lake Baldwin Lane, Ste 101, Orlando, FL 32814

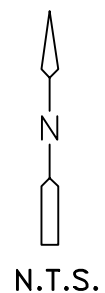
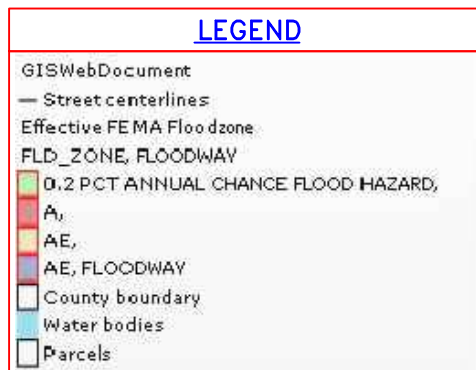
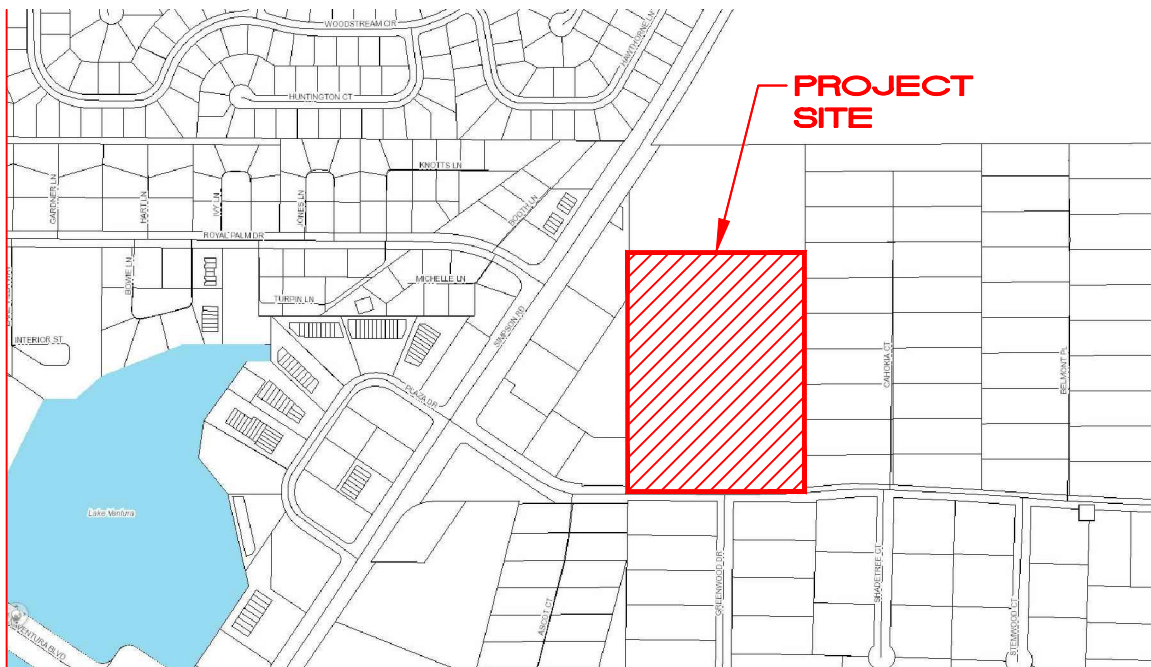
Melissa Ambrose
Printed Name: Melissa Ambrose
Witness

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of December, 2008 by
Jose A. Rey, President of Red-Way, Inc., the General Partner of
Hundred Fires, Ltd., a limited partnership
on behalf of the corporation and the partnership
he is personally known to me or he has produced his Florida driver's license as identification



Cynthia D. Plante
Printed Name: Cynthia D. Plante
Notary Public
My Commission Expires:



SEC. 08 TWP. 25S - RGE 30E

FEMA FIRM PANEL: 12097C0080 G



8 BROADWAY, SUITE 104 - KISSIMMEE, FL 34741-5481
 PHONE: (408) 847-9433 FAX: (408) 847-2499
 ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.



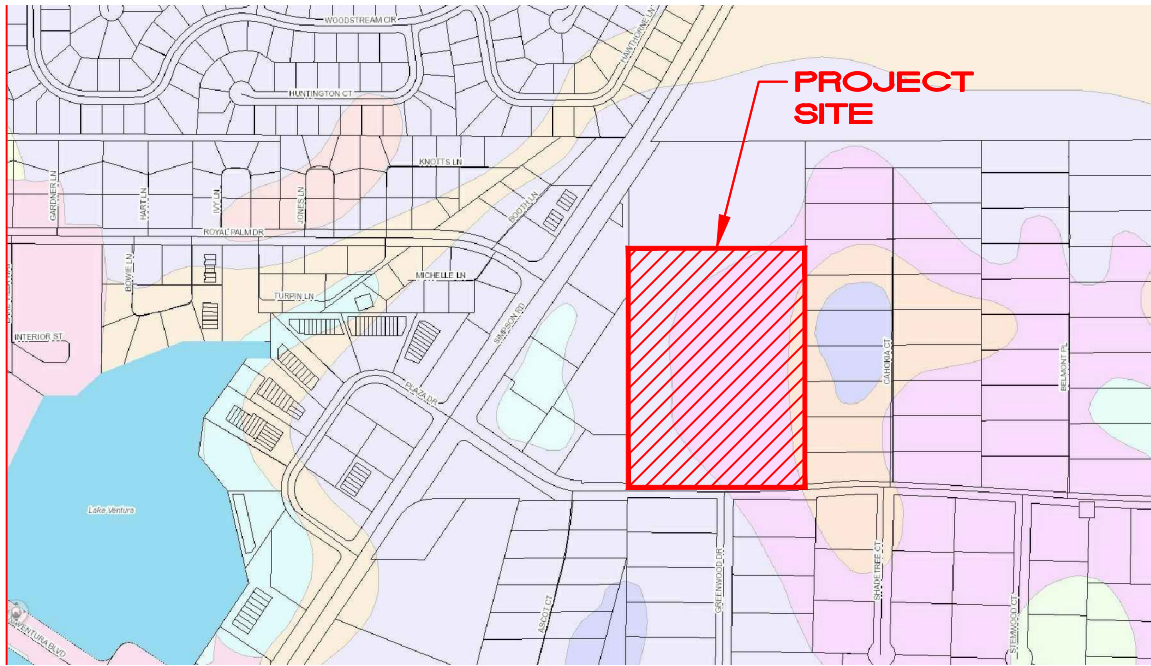
08-25-30-0000-0085-0000

FLOOD MAP

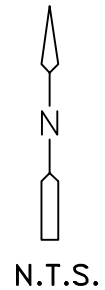
DATE 11/2016

FIGURE NO.3

I:\5166\ENGINEERING\CADD\PLANS\EXHIBITS\FLOOD MAP.dwg * Dec 15, 2021 -6:47am * plotted by czetwo



LEGEND	
GISWebDocument	MYAKKA FINE SAND
— Street centerlines	MYAKKA-URBAN LAND COMPLEX
□ County boundary	NARCOOSSEE FINE SAND
Water bodies	NITTAW MUCK
□ Parcels	NO DATA
Soils	OLDSMAR FINE SAND
COMPNAME	ONA FINE SAND
ADAMSVILLE SAND	PAOLA SAND, 0 TO 5 PERCENT SLOPES
ADAMSVILLE VARIANT FINE SAND, 0 TO 5 PER	PARKWOOD LOAMY FINE SAND
ANKONA FINE SAND	PINEDA FINE SAND
ARENTS, 0 TO 5 PERCENT SLOPES	PITS
BASINGER FINE SAND	PLACID FINE SAND
BASINGER FINE SAND, DEPRESSIONAL	PLACID VARIANT FINE SAND
CASSIA FINE SAND	POMELLO FINE SAND, 0 TO 5 PERCENT SLOPES
CHANDLER SAND, 5 TO 12 PERCENT SLOPES	POMONA FINE SAND
CHANDLER SAND, 0 TO 5 PERCENT SLOPES	POMPANO FINE SAND
DELRAY LOAMY FINE SAND	POMPANO FINE SAND, DEPRESSIONAL
EAU GALLIE FINE SAND	RIVIERA FINE SAND
FLORIDANA FINE SAND	RIVIERA FINE SAND, DEPRESSIONAL
GENTRY FINE SAND	SAMSULA MUCK
HOLOPAW FINE SAND	SATELLITE SAND
HONTOON MUCK	SMYRNA FINE SAND
IMMOKALEE FINE SAND	ST.LUCIE FINE SAND, 0 TO 5 PERCENT SLOPES
KALIGA MUCK	TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES
LOKOSEE FINE SAND	VERO FINE SAND
MALABAR FINE SAND	WATER
MALABAR FINE SAND, DEPRESSIONAL	WAUCHULA FINE SAND
MALABAR-PINEDA COMPLEX	WINDER FINE SAND



SEC. 08 TWP. 25S – RGE 30E



8 BROADWAY, SUITE 104 – KISSIMMEE, FL 34741-5481
 PHONE: (408) 847-9433 FAX: (408) 847-2499
 ENGINEERING, SURVEYING AND PLANNING
HWA
 Hanson, Walter & Associates, Inc.

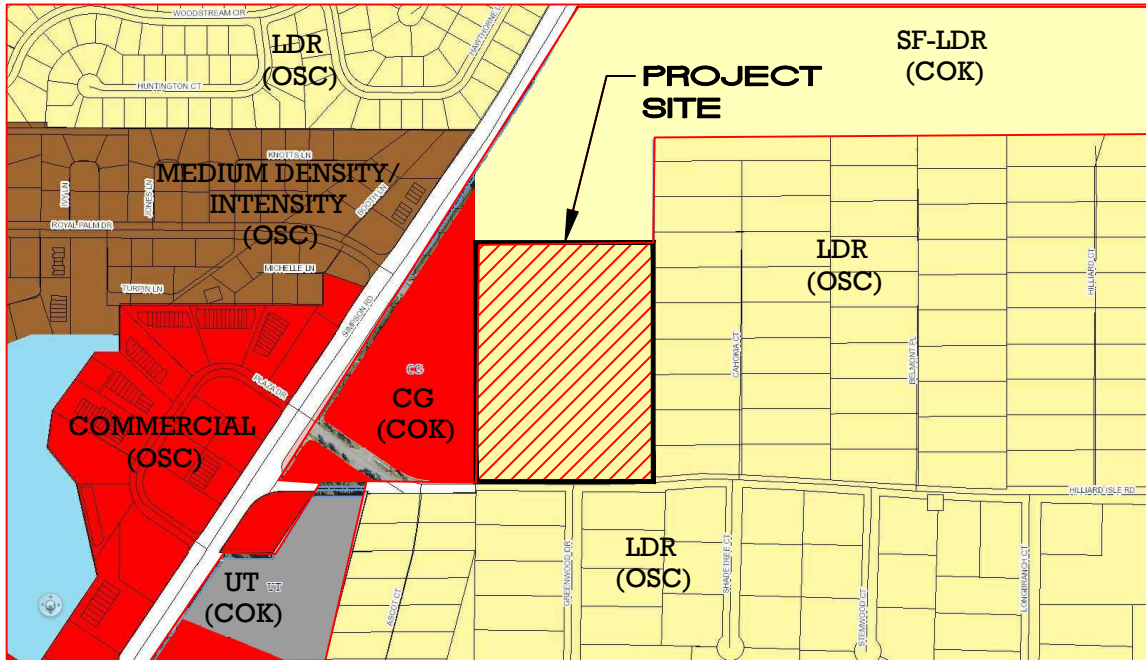
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SOILS MAP

DATE 11/2016

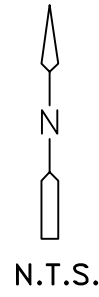
FIGURE NO.4

I:\5166\ENGINEERING\CADD\PLANS\EXHIBITS\SOILS MAP.dwg * Dec 15, 2021-6:45am * plotted by czetwo



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

OSECOLA COUNTY FUTURE LAND USE	
GISWebDocument	
	Street centerlines
	County boundary
	Water bodies
	Parcels
Future Land Use	
	COMMERCIAL
	CELEBRATION
	CONSERVATION
	DUAL USE/HDR AND COMMERCIAL
	DUAL USE/INSTITUTIONAL AND COM
	HARMONY
	HIGH DENSITY RESIDENTIAL
	INCORPORATED
	INDUSTRIAL
	INSTITUTIONAL
	INTENSIVE COMMERCIAL
	LOW DENSITY RESIDENTIAL
	MEDIUM DENSITY RESIDENTIAL
	MIXED USE
	NATURAL RESOURCE UTILIZATION
	OFFICE
	POINCIANA
	RURAL ENCLAVE
	RURAL SETTLEMENT
	RURAL/AGRICULTURAL
	TOURIST COMMERCIAL



SEC. 08 TWP. 25S - RGE 30E



8 BROADWAY, SUITE 104 - KISSIMMEE, FL 34741-5481
 PHONE: (408) 847-9433 FAX: (408) 847-2499
 ENGINEERING, SURVEYING AND PLANNING
HWA
 Hanson, Walter & Associates, Inc.

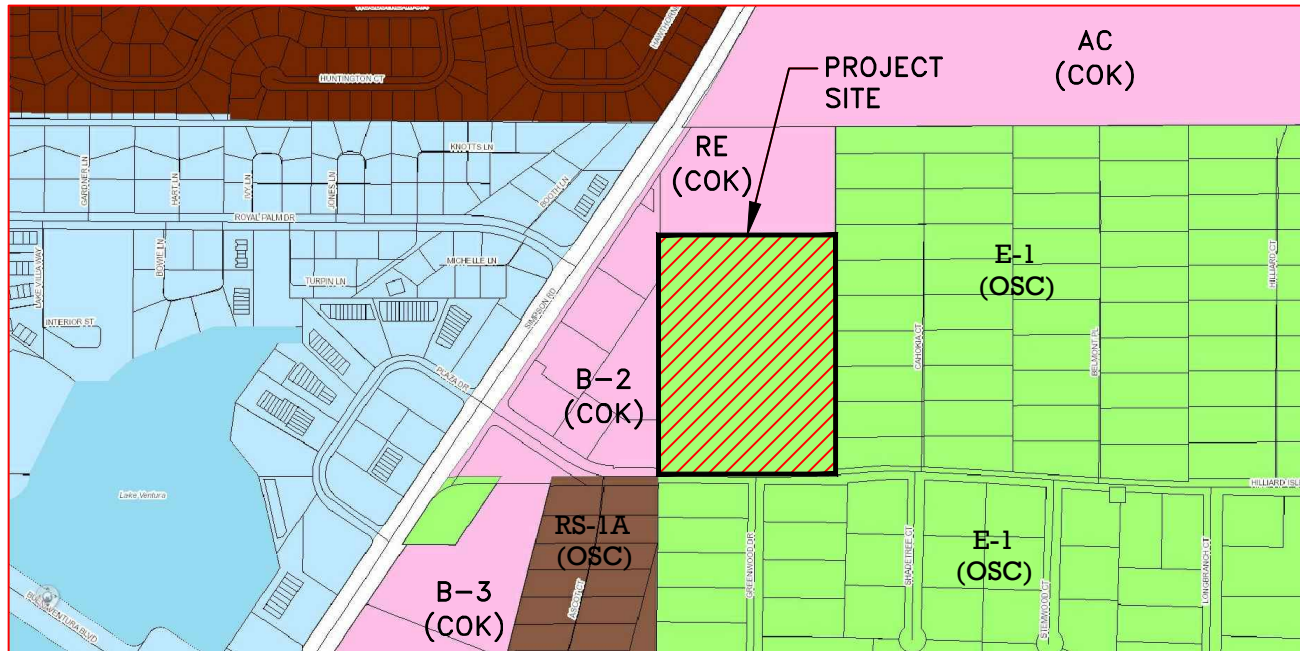
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LANDUSE MAP

DATE 11/2016

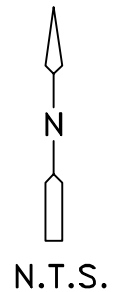
FIGURE NO.2

I:\5166\ENGINEERING\CADD\PLANS\EXHIBITS\LANDUSE MAP.dwg * Dec 15, 2021-8:03am * plotted by czetwo



CITY OF KISSIMMEE	
LEGEND: ZONING DISTRICTS	
AC (Agricultural Conservation)	RA-1 (Single Family Residential)
AI (Airport Industrial)	RA-2 (Single Family Residential)
AO (Airport Operations)	RA-3 (Single Family Residential)
B-2 (Neighborhood Commercial)	RA-4 (Single Family Residential)
B-3 (General Commercial)	RB-1 (Medium Density Residential)
B-5 (Office Commercial)	RB-2 (Medium Density Residential - Office)
BP (Business Park)	RC-1 (Multiple Family Medium Density Residential)
CF (Community Facility)	RC-2 (Multiple Family High Density Residential)
HC (Highway Commercial)	RE (Residential Estate)
HF (Hospital Facility)	RPB (Residential Professional Business)
IB (Industrial Business)	RPUD (Residential Planned Unit Development)
MH (Mobile Home 6,000 sqft)	SRPUD (Short Term Rental Planned Unit Development)
MHP (Mobile Home Park)	UT (Utilities)
MUPUD (Mixed Use Planned Unit Development)	SD (Special District)
OS (Open Space)	

OSECOLA COUNTY	
LEGEND: ZONING DISTRICTS	
GISWebDocument	PUD
Street centerlines	MXD
County boundary	ARE
Water bodies	LDR
Parcels	MHP
Zoning Districts	R-1*
PRIM_ZON	R-1M*
CG	R-2*
CN	R-2M*
CO	RM-1*
CR*	RM-2*
CT	RM-3*
EC	MDR
RPB	MDR-M
IN	RMH*
IA	RMH-1*
IB*	RMH-1A*
IG	RS-1*
IM	RS-1A*
IR	RS-1C*
AC	RS-2*
E-1*	RS-3*
E-1A*	HDR
E-2*	US
E-2A*	US-M
E-5*	STRPD
RS	TTP
PD	RCID



SEC. 08 TWP. 25S - RGE 30E



8 BROADWAY, SUITE 104 - KISSIMMEE, FL 34741-5481
 PHONE: (408) 847-9433 FAX: (408) 847-2499
 ENGINEERING, SURVEYING AND PLANNING
HWA
 Hanson, Walter & Associates, Inc.

08-25-30-0000-0085-0000

ZONING MAP

DATE 11/2016

FIGURE NO.1

I:\5166\ENGINEERING\CADD\PLANS\EXHIBITS\ZONING MAP.dwg * Dec 15, 2021-7:37am * plotted by czetwo



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: 08-25-30-0000-0085-0000



Owner Information

Owner Name	GFJV LLC
Mailing Address	976 LAKE BALDWIN LN STE 101 ORLANDO, FL 32814
Physical Address	HILLIARD ISLE RD, KISSIMMEE FL 34744
Description	VACANT
Tax District	300 - OSCEOLA COUNTY

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 12/14/2021, which are subject to change prior to certification		Certified Value represents certified values that appeared on the tax roll as of 10/04/2021	
Land	\$575,800	Land	\$575,800
AG Benefit	\$0	AG Benefit	\$0
Extra Features	\$0	Extra Features	\$0
Buildings	\$0	Buildings	\$0
Appraised(just)	\$575,800	Appraised(just)	\$575,800
Assessed(estimated)	\$575,800	Assessed*	\$575,800
Exemption(estimated)	\$0	Exemption	\$0
Taxable(estimated)	\$575,800	Taxable	\$575,800
* 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	3783-0193	\$723,000	2008-12-23	WD
1	2589-2059	\$882,400	2004-07-29	WD
2	1931-2371	\$480,000	2001-08-23	WD
3	1466-1522	\$200,000	1998-01-16	WD
4	1101-0279	\$360,000	1992-12-16	WD
5	1077-1847	\$235,000	1992-07-10	WD
6	0802-1298	\$0	1986-04-15	PR

Land Information - Total Acreage: 13.54

Land Description	Units	Depth	Land Type	Land Value
RESIDENTIAL	12.46	0.00	AC	\$575,700
SUBMERGED LAND	1.08	0.00	AC	\$100

Legal Description

Legal Description W 1/2 OF NW 1/4 OF SE 1/4 LESS N 400 FT



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

Detail by Entity Name

Florida Limited Liability Company
GFJV, LLC

Filing Information

Document Number	L08000116404
FEI/EIN Number	26-3972857
Date Filed	12/23/2008
State	FL
Status	ACTIVE

Principal Address

976 LAKE BALDWIN LANE
SUITE 101
ORLANDO, FL 32814

Changed: 02/17/2009

Mailing Address

976 LAKE BALDWIN LANE
SUITE 101
ORLANDO, FL 32814

Changed: 02/17/2009

Registered Agent Name & Address

GRAHAM, KEITH A
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Authorized Person(s) Detail

Name & Address

Title MGR

GRAHAM, KEITH A
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Title MGR

GRAHAM, JOLYNN
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Title MGR

GRAHAM, JOHN L
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Title MGR

GRAHAM, CANDI
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Title MGR

GRAHAM, BENNY
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Title MGR

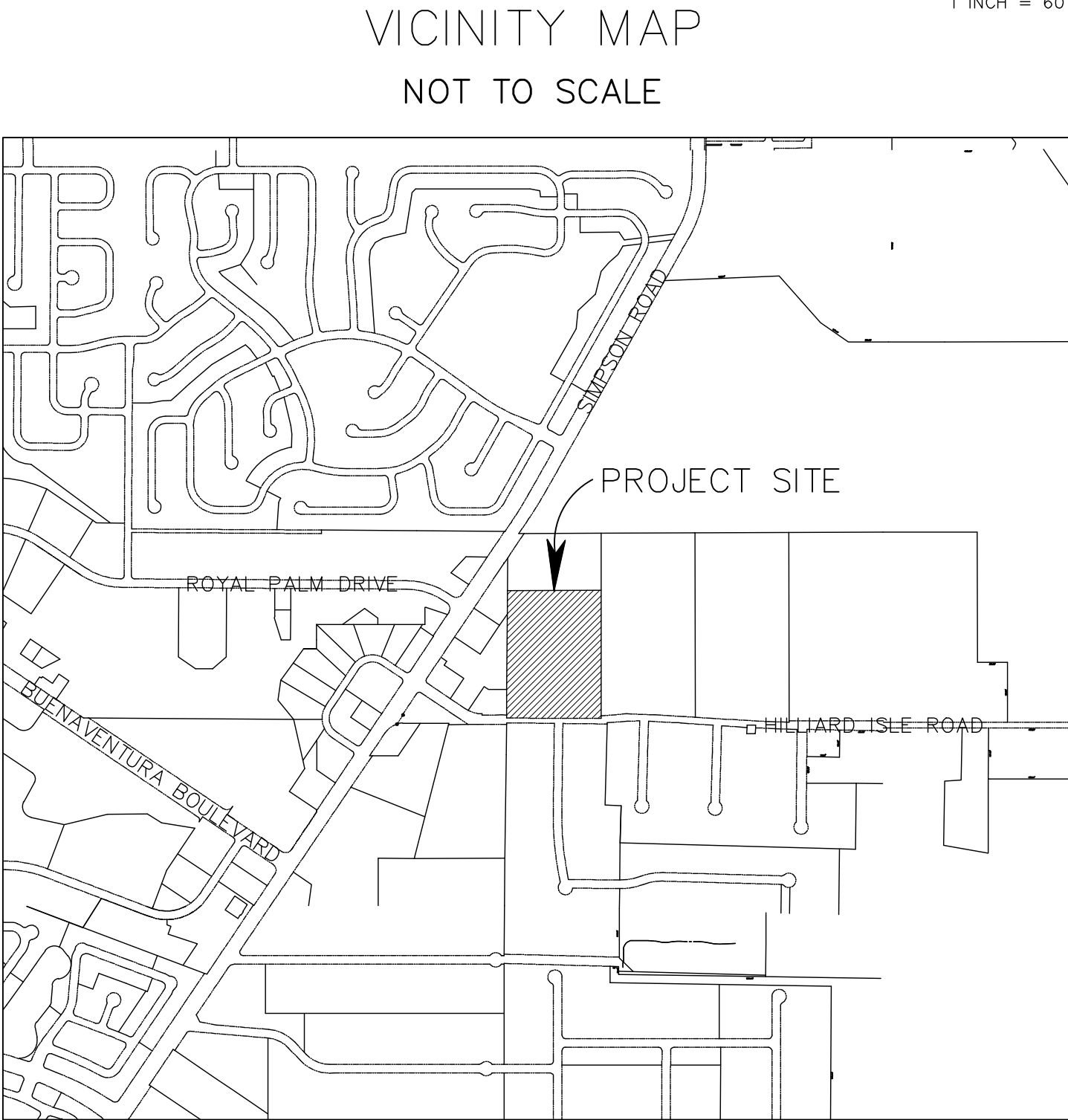
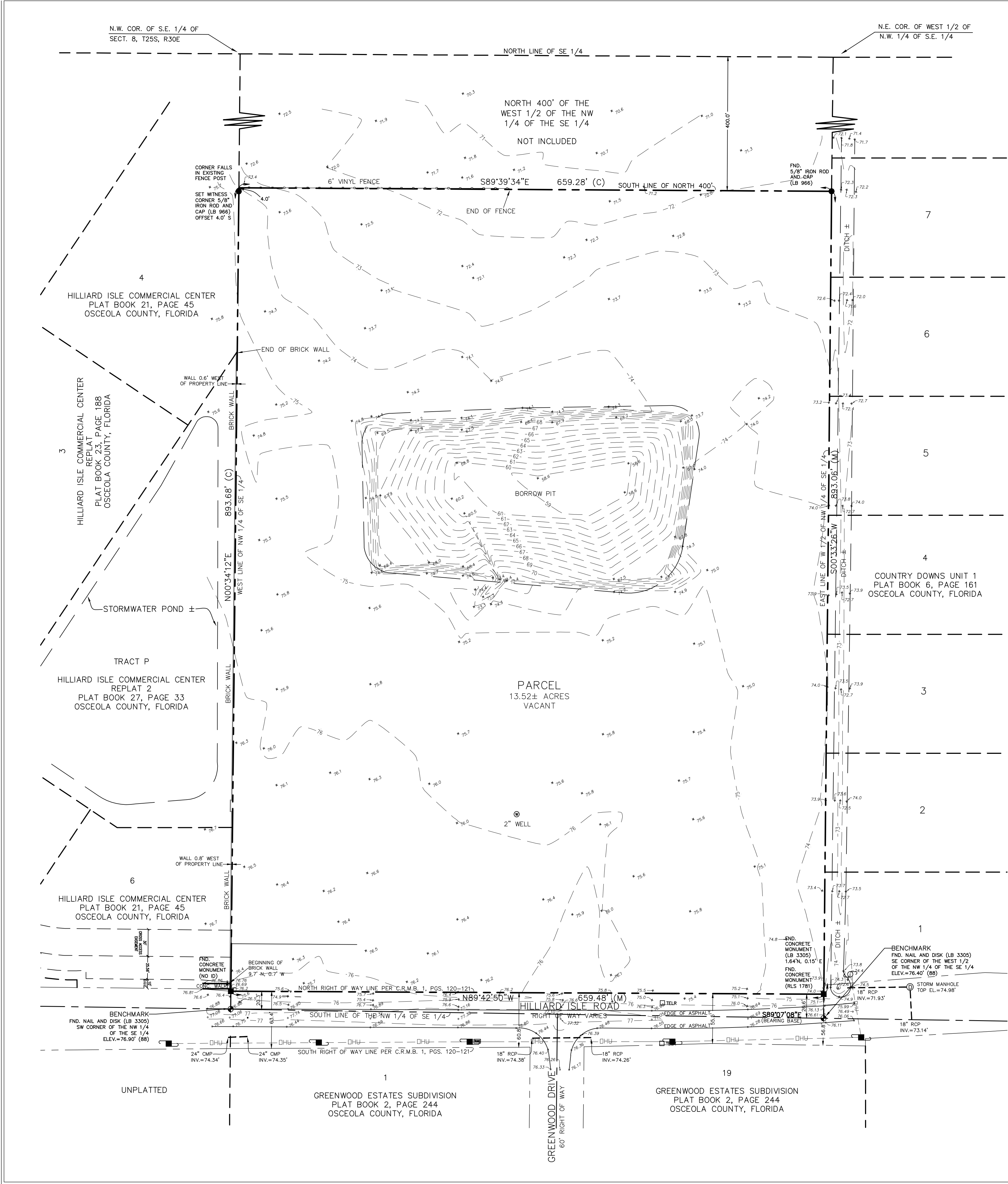
GRAHAM, CAROLYN
976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FL 32814

Annual Reports

Report Year	Filed Date
2018	03/22/2018
2019	03/26/2019
2020	05/19/2020

Document Images

05/19/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
03/22/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- ANNUAL REPORT	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
02/18/2015 -- ANNUAL REPORT	View image in PDF format
02/07/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
03/08/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
02/17/2009 -- ANNUAL REPORT	View image in PDF format
12/23/2008 -- Florida Limited Liability	View image in PDF format



LEGAL DESCRIPTION:

(PER O.R.B. 3783, PAGE 193 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA)

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LYING SOUTH AND EAST OF BOGGY CREEK ROAD (STATE ROAD NO. 530) AND NORTH OF HILLIARD ISLE ROAD, LESS THE NORTH 400.0 FEET THEREOF.

CONTAINS 13.52 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 1988 DATUM. REFERENCE IS NAIL AND DISK, STAMPED LB 2623, LOCATED IN THE CENTERLINE OF ASCOT COURT APPROXIMATELY 35.0' SOUTH OF THE POINT OF INTERSECTION WITH HILLIARD ISLE ROAD, ELEVATION = 77.31' (88)

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2007 ADJUSTMENT) BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8-25-30 BEING S89°07'08"E AS SHOWN.

UNLESS OTHERWISE NOTED, PLAT INFORMATION IS EQUAL TO FIELD MEASURED DATA.

NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ROOF OVERHANGS HAVE BEEN LOCATED EXCEPTS AS NOTED HEREON.

THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS-OF-WAY OF RECORD.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12097C0080G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".

POINT ELEVATIONS WITH TWO DECIMAL PRECISION DENOTE PAVEMENT, CONCRETE AND TOP OF WATER SHOTS. ONE DECIMAL PRECISION DENOTES NATURAL GROUND OR A SOFT SHOT, ALL OTHERS ARE AS NOTED.

CERTIFICATION:

I HEREBY CERTIFY TO:
PARK SQUARE HOMES

RICHARD D. BROWN, P.S.M.
STATE OF FLORIDA
REGISTRATION NO. 5700
(NOT VALID WITHOUT EMBOSSED SEAL)

DATE

ABBREVIATIONS

ALL PROPERTY CORNERS AS NOTED.

EL. ELEVATION

LEGEND

BOUNDARY & TOPOGRAPHIC SURVEY

LANDS IN SEC. 8-25-30

REVISIONS

NAVD 1988
VERTICAL DATUM

SECT. 8 TWP. 25 S. RGE. 30 E.

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140

SHEET 1 OF 1



February 9, 2022

Toho Request Number: 3358

The Parcel ID referenced below is within the Tohopekaliga Water Authority (Toho) service area. Please see below for site specific information and enclosure(s) for GIS map.

Parcel ID & Address: 08-25-30-0000-0085-0000 / Hilliard Isle Road, Kissimmee, Florida 34744

WATER

- ☐ A water main **is** installed
- ☒ A water main **is not** installed; a main extension is required at the customers expense. For information, please contact Ray Biron rbiron@tohowater.com
Please do not request a meter at this time as a meter cannot be set until this installation has been completed
- ☐ Toho does not have water infrastructure available near parcel
- ☐ A water service line **has** been installed to the property
- ☒ A water service line **is not** installed, please contact meterfees@tohowater.com for invoicing;
Please do not request a meter at this time as a meter cannot be set until this installation has been completed

SEWER

- ☐ A gravity main **is** installed
- ☒ A gravity main **is not** installed, a main extension is required at the customers expense. For information, please contact Ray Biron rbiron@tohowater.com
- ☐ A force main **is** installed
- ☐ A force main **is not** installed, a main extension is required at the customers expense. For information, please contact Ray Biron rbiron@tohowater.com
- ☐ Toho does not have sanitary infrastructure in proximity to parcel at this time
- ☐ A gravity lateral **has** been installed to the property
- ☒ A gravity lateral **is not** installed, lateral installation is required at the customers expense. Please submit sketch of proposed lateral to Ray Biron - rbiron@tohowater.com for review and approval.
- ☐ A force main connection; lift station or grinder pump **needs** to be installed. For information, please contact Ray Biron – rbiron@tohowater.com



MISCELLANEOUS

- ☐ Reuse main **is** installed
- ☒ Reuse main **is not** installed, a main extension is required at the customers expense. For information, please contact Ray Biron rbiron@tohowater.com
Please do not request a meter at this time as a meter cannot be set until this installation has been completed
- ☐ Reuse service line **is** installed
- ☒ Reuse service line **is not** installed, please contact meterfees@tohowater.com for invoicing;
Please do not request a meter at this time as a meter cannot be set until this installation has been completed
- ☐ Irrigation service line **needs** to be installed, please contact meterfees@tohowater.com for invoicing; ***Please do not request a meter at this time as a meter cannot be set until this installation has been completed***

ENGINEERING NOTES:

1. Water main extension required.
2. Water service line needs to be installed.
3. Service line must be installed on property line.
4. 8" water main approx. 170' west of the southwest property corner.
5. Gravity main extension required.
6. Gravity lateral required.
7. 8" gravity sanitary sewer main approx. 500' west of the southwest property corner.
8. Reuse main extension required.
9. Reuse service line needs to be installed.
10. 6" reuse main approx. 180' west of the southwest property corner.
11. Fire hydrant approx. 380' west of the southwest property corner.

FOR YOUR INFORMATION – A hydraulic analysis may be required to determine capacity. A firm commitment for utility service will be provided based on meeting Toho's requirements for service including but not limited to:

- Compliance with Toho's design and construction standards and specifications
- Payment of all applicable fees and System Development Charges; *If you have any questions or would like to speak with someone regarding potential fees or System Development Charges, please contact meterfees@tohowater.com or 407-944-5000 and they will be happy to assist*
- Execution of a Developer's Service Agreement where applicable
- Service to the site is the customer's responsibility and may require offsite utility improvements performed by a private contractor hired by the customers at the customer's expense.



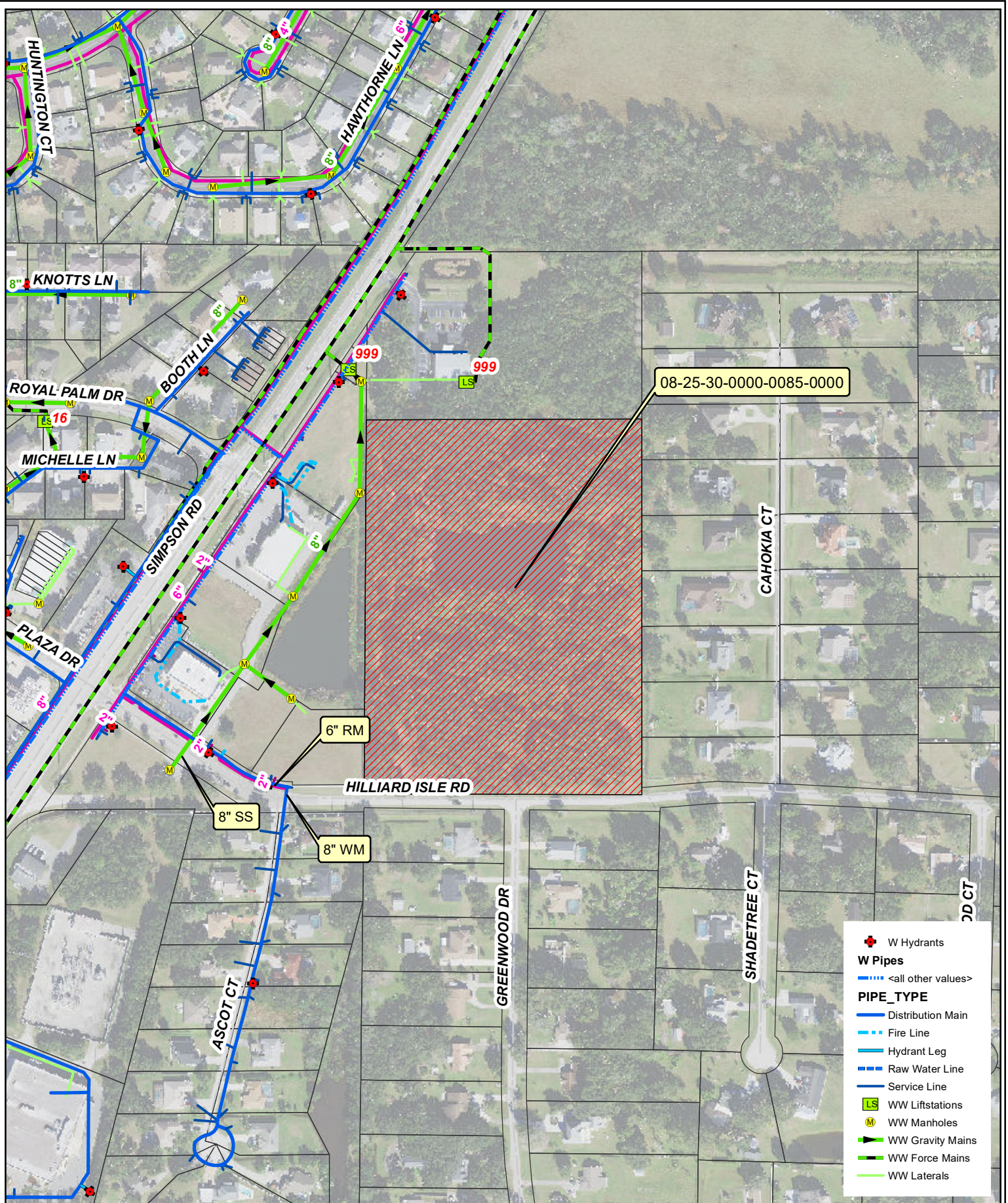
bringing you life's
most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741

Tel: 407-944-5000

www.tohowater.com

Please understand that this is not a commitment from Toho to provide utility service to the property. It is information as to the location of the nearest utilities to the property.



08-25-30-0000-0085-0000

6" RM

8" SS

8" WM

- ✚ W Hydrants
- W Pipes**
- <all other values>
- PIPE_TYPE**
- Distribution Main
- Fire Line
- Hydrant Leg
- Raw Water Line
- Service Line
- LS WW Liftstations
- M WW Manholes
- WW Gravity Mains
- WW Force Mains
- WW Laterals



1 inch = 300 feet

08-25-30-0000-0085-0000

THE TOHOPEKALIGA WATER AUTHORITY MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE TRUTH, ACCURACY, OR COMPLETENESS OF THE DATA ON THIS MAP. THIS IS NOT A SURVEY PRODUCT AND IS A VISUAL REFERENCE TOOL ONLY. The Tohopekaliga Water Authority makes no warranty, express or implied with respect to its ownership of any rights relating to trademarks and trade names described herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PAGE HEREOF. Any questions or concerns should be directed to Toho Water Authority, Information Technology (IT) Department at 407-944-5190.

C:\Users\impampouk\Desktop\Feb_2021 Avail Map.mxd
9/9/2019 at 11:34:24 AM
PRODUCED BY: Mike



ITEM 5.A

Public Hearing - Tapestry, Parcel 2, Phases 2 and 3 PUD Amendment: DRC-21-00092

Request

Approval of a Planned Unit Development (PUD) Amendment to reallocate and increase multi-family uses and phasing in Tapestry Parcel 2, Phases 2 and 3, on approximately 50.84 acres of land.

Explanation

The Tapestry Parcel 2, Phases 2 and 3 (Sonoma @ Tapestry)(DRC#17-0084) is currently approved for 250 single family detached homes or townhomes (Ph. 2) and 12,500 sq. ft. daycare, and a 200 unit institutional care facility (Ph. 3). Phase 1 has been constructed with 121 single family detached homes and will remain unchanged. This amendment will decrease the Ph.2 maximum from 250 to 115 units, and replace the day and institutional care facility in Ph. 3 with 322 multi family apartments. In addition, the Ph. 2 acreage will decrease from 36.15 to 32.21 acres to accommodate the increased development program in Ph. 3 from 13.5 to 17.63 acres.

A trip generation analysis was provided to verify changes to Ph. 3 will not generate additional trips and potential adverse impacts requiring transportation improvements. Other site improvements and conditions to mitigate impacts will be addressed with the subsequent development review process and is subject to applicable local, state, and federal permitting requirements and standards.

The proposed zoning map amendment is consistent and compatible with adjacent uses and with the current Mixed Use, Tapestry (MU-T) Future Land Use designation.

FINDINGS AND REASONS:

1. Compliance with Land Development Code Section 14-3-28(G), Zoning Map Amendment to Planned Unit Development, in regards to the submittal and review procedures and criteria to support PUD conceptual plan amendments.
2. 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).
3. Compliance with Policy 1.2.10.3, Mixed Use, Tapestry (MU-T) Future Land Use Designation, intended to be developed for mixed use purposes, which may include residential uses (such as single-family detached, single family attached, condominium, short-term rental, multi-family or age restricted housing uses), commercial uses or parks and recreational uses.

Recommendation

The Development Review Committee (DRC) recommended approval on January 18, 2022.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on February 16, 2022.

CONDITIONS:

1. Development standards will comply with the Tapestry Design Guidelines of the First Amendment to the Annexation, Planning, and Development Agreement.
2. Design and architectural standards for multi family apartments must comply with the standards in the Land Development Code (LDC).

3. Final alignment and approval of access points and other site improvements shall be through the City's development review process.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

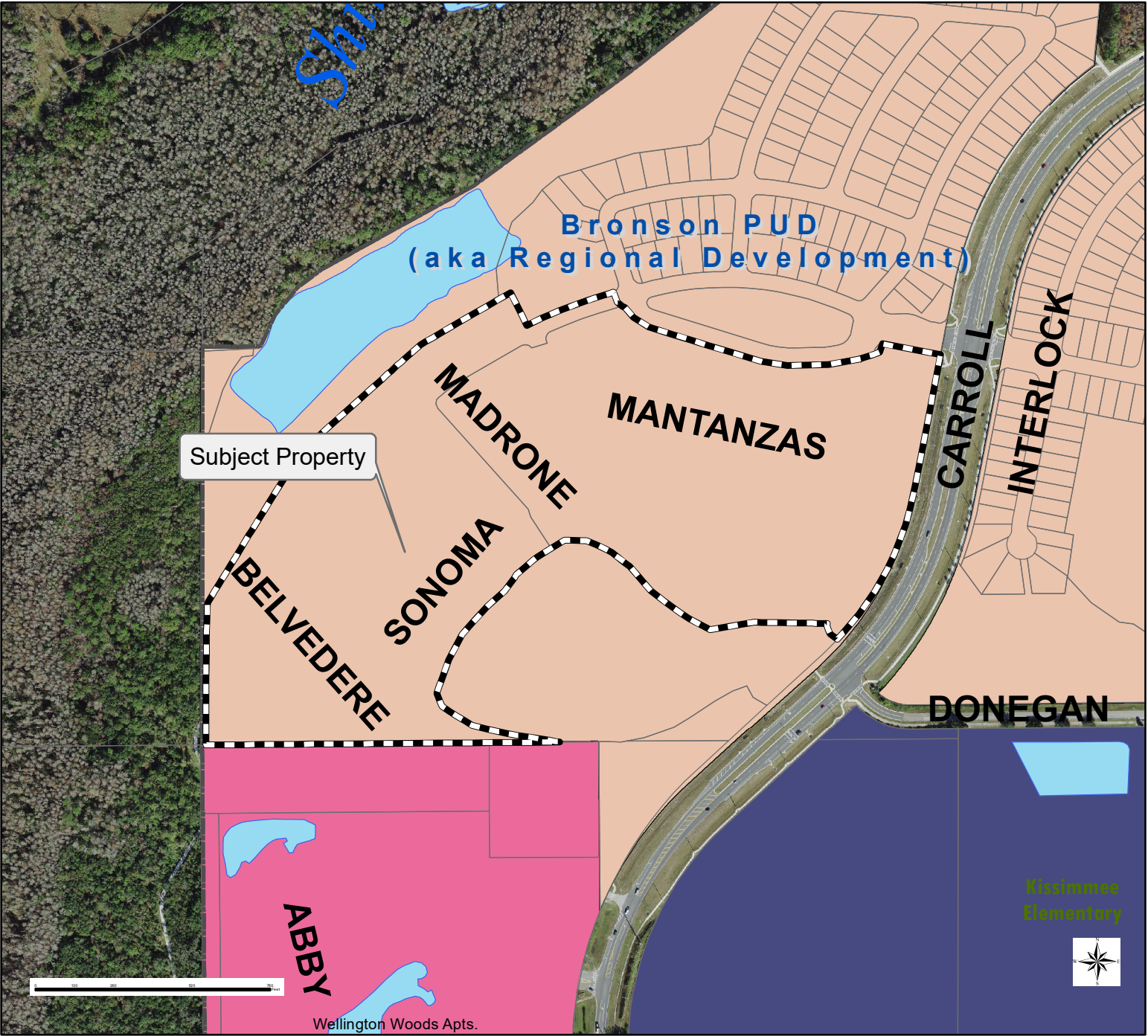
Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. DRC-21-00092 Aerial Map
2. DRC-21-00092 Vicinity Map
3. DRC-21-00092 PUD Narrative
4. DRC-21-00092 PAB Actions
5. DRC-21-00092 DRC Application
6. DRC-21-00092 DRC Comments





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		
AC (Agricultural Conservation)	MUPUD (Mixed Use Planned Unit Development)	SD (Special District)
AI (Airport Industrial)	OS (Open Space)	T1 (Natural)
AO (Airport Operations)	RA-1 (Single Family Residential)	T3 (Edge)
B-2 (Neighborhood Commercial)	RA-2 (Single Family Residential)	T4-O (Neighborhood Open)
B-3 (General Commercial)	RA-3 (Single Family Residential)	T4-R (Neighborhood Restricted)
B-5 (Office Commercial)	RA-4 (Single Family Residential)	T5-M (Mixed-Use Center)
BP (Business Park)	RB-1 (Medium Density Residential)	T5-U (Mixed-Use Urban Core)
	RB-2 (Medium Density Residential - Office)	T6 (Waterfront)
	RC-1 (Multiple Family Medium Density Residential)	



Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

January 28, 2022

Ms. Brenda Ryan
Planning Manager
City of Kissimmee
101 Church Street, Suite 110
Kissimmee, FL 34741

RE: Tapestry Parcel 2 PUD Amendment for Phases 2 and 3 – Response to DRC Comments
City of Kissimmee Application DRC#21-00092
Poulos & Bennett Job No. 19-015

Dear Brenda:

In follow-up to the January 18, 2022, virtual Development Review Committee (DRC) meeting, Poulos & Bennett is pleased to submit the following responses to the Planning Department and Engineering Department comments.

Planning

1. The current 2017 Tapestry PUD Amendment (DRC#17-0084) approved the equivalent of 187 single family units in Ph.3. based on the use of a transportation conversion matrix to establish the 200 age-restricted institutional care facility units, 12,500 sq. ft. daycare facility, and transfer of single family units from other parcels. The 187 converted/transferred single family units cannot be automatically converted to 187 apartment units to increase the overall total number of apartment units to 322 without providing an updated conversion matrix with generation rates for multi-family.

a) The current 2017 PUD Amendment included a maximum of 250 units that could be developed as front loaded or multi-story condos without the use of a conversion matrix on this parcel. This amendment is changing to include apartments and increasing to a maximum of 322 multi-family units with additional units converted from age restricted institutional care (ITE 255, Continuing Care Community, 9th Edition) and daycare (ITE 565, 9th Edition) uses that generally have lower trip generation rates than apartments. These additional multi-family units could have adverse transportation impacts that may require additional mitigation. Include additional conversion data to support the new development program for Ph. 3 in Section 5A.

b) Note that the 1st review of this PUD Amendment that was discussed at the September 21, 2021 DRC meeting included a development program with a proposed maximum of 273 multi-family apartments with the 12,500 sq. ft. daycare remaining on Ph. 3. This 2nd review increases to 322 multi-family units with no daycare facility that further warrants the need for additional trip generation conversion analysis.

Response: A new Trip Generation Analyses section has been added to the PUD Amendment application narrative as Section 5.D. Also, included in Exhibit D are two (2) trip generation analyses prepared by transportation consulting firm TPD comparing the trip generation of the approved 2017 PUD development program with the trip generation of the current proposed PUD development program. The analyses utilized a Trip Conversion Matrix and total trip generation calculations. Both analyses concluded that the proposed PUD development program generates fewer trips than the approved 2017 PUD development program.

2. Include an overall density table that includes the required and proposed density, including density bonuses, similar to the 2017 PUD Amendment and the 1st review submittal.

Response: A new PUD Density Table has been added to the PUD Amendment application narrative as Section 5.A., as requested.

3. Update Section 6A, Open Space & Recreation, to include a recreation and open space table with the updated required and provided acreages with the increase of multi family units similar to the 2017 PUD with a note that final calculations will be provided with the PUD Site Plan and Preliminary Plat process.

Response: Section 6 of the PUD Amendment application narrative has been updated, as requested.

4. Section 6B refers to this PUD Amendment complying with the PUD Design Standards in the Tapestry Annexation Agreement in Exhibit D. But Exhibit D is the Assignment of Entitlements Agreement and there are 3 separate annexation agreements included (Exhibits A, B, & C). Remove all separately recorded documents and agreements from this amendment. They are subject to separate amendments through developer's agreements and other mechanisms and will cause confusion with changes to design standards made through PUD amendments.

a) The current 2017 PUD included a separate, amended design standards and did not include any of the annexation agreements included in the exhibits with this amendment. Include the approved amended Tapestry Property Design Guidelines from the 2017 PUD with this amendment.

Response: As requested, the Tapestry Annexation Agreement documents previously submitted as Exhibits A, B & C have been removed from the PUD Amendment application package.

5. Section 6B includes reference to the old LDC Townhome and Condominium standards in Section 14-2-60E and F. This section has been updated to LDC14-6-43, Residential Development. Revise this section to reflect that the development will comply with LDC 14-6-43.

Response: The requested statement regarding compliance with the requirements of the Land Development Code has been added to Section 6.B. of the PUD Amendment application narrative. Further, all references to the previously-approved LDC Deviations have been removed from Section 6. with documentation that the Applicant does not wish to retain any of the previously-approved Deviations in the PUD Amendment application.

Engineering

1. Please note: The two access points into Phase 3 are permitted with a minimum of 250 residential units. Ref. LDC §14-7-31

2. Verify the number of lots within phases 2A, 2B, and 2C (assumed) will be no greater than 115.

3. Please verify this PUD Amendment does not affect the final plat application (DRC# 19-00165) and construction plan application (DRC# 19-00023).

4. All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.

Tapestry Parcel 2 PUD Amendment
Application DRC#21-00092
Response to DRC Comments
January 28, 2022
Page 3 of 3

Response: All Engineering Comments/Conditions are Acknowledged.

Please do not hesitate to contact me if you have any questions or need additional information to complete the processing of the Tapestry Parcel 2 PUD Amendment application package.

Sincerely,

A handwritten signature in cursive script that reads "K. Hattaway".

Kathy Hattaway, AICP
Planning Group Leader

c: Park Square Homes

Tapestry Parcel 2 PUD Amendment For Phases 2 and 3

Revised Resubmittal Package – DRC#21-00092

City of Kissimmee, Florida

Prepared For

Hallmark Equity Partners, LLC

5200 Vineland Road, Suite 200
Orlando, FL 32811

January 28, 2022

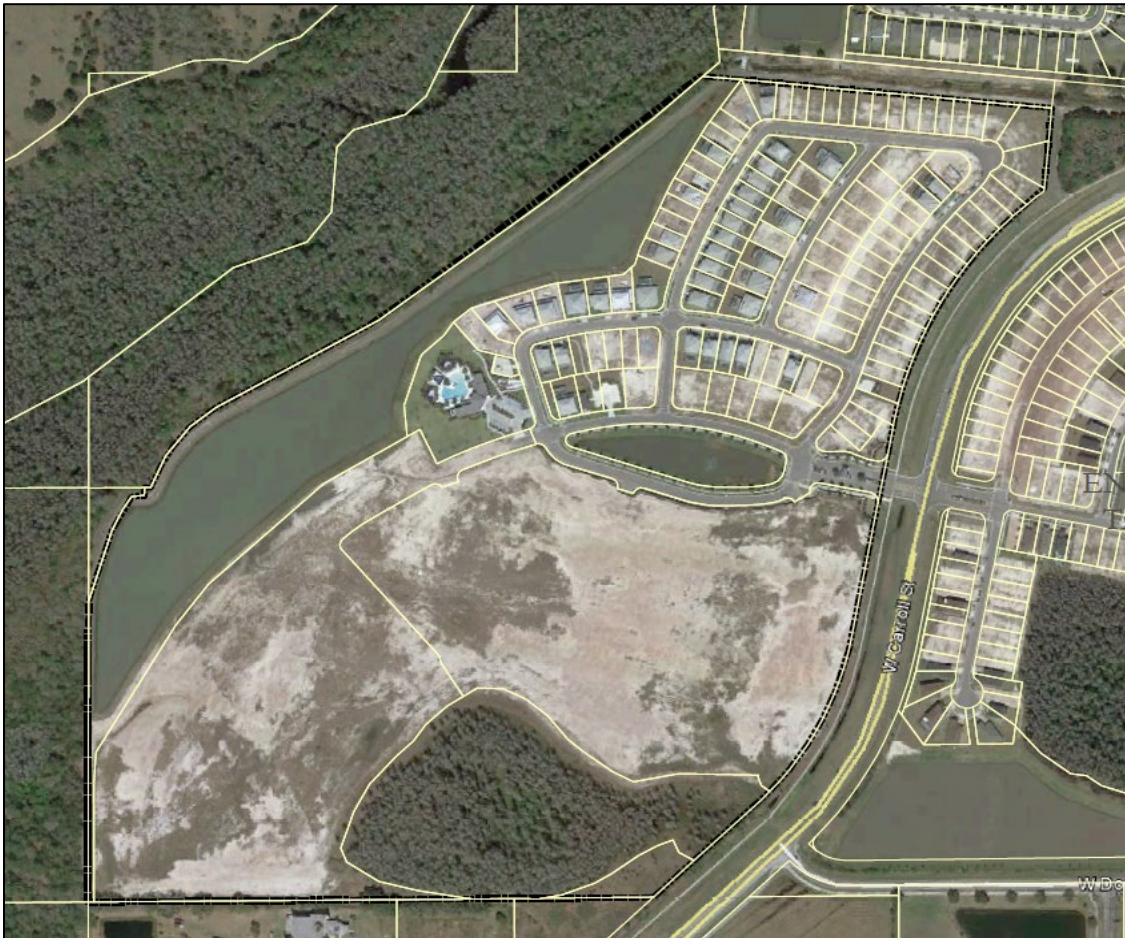


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FBPE Certificate of Authorization No. 2856

SECTION 2: PROPERTY DATA & EXISTING CONDITIONS

The 118-acre Tapestry Parcel 2 PUD is located on the west side of Carroll Street and is part of the larger Tapestry development, formerly the Tapestry DRI. The subject property has Mixed Use Planned Unit Development (MUPUD) zoning and Mixed Use – Tapestry future land use. Phase 1 of the development, consisting of 121 resort dwelling units, was approved and constructed in 2013, as evidenced by the aerial location map below:

Phases 2 and 3 of the PUD are undeveloped. This PUD Amendment proposes a revised development program for Phases 2 and 3.

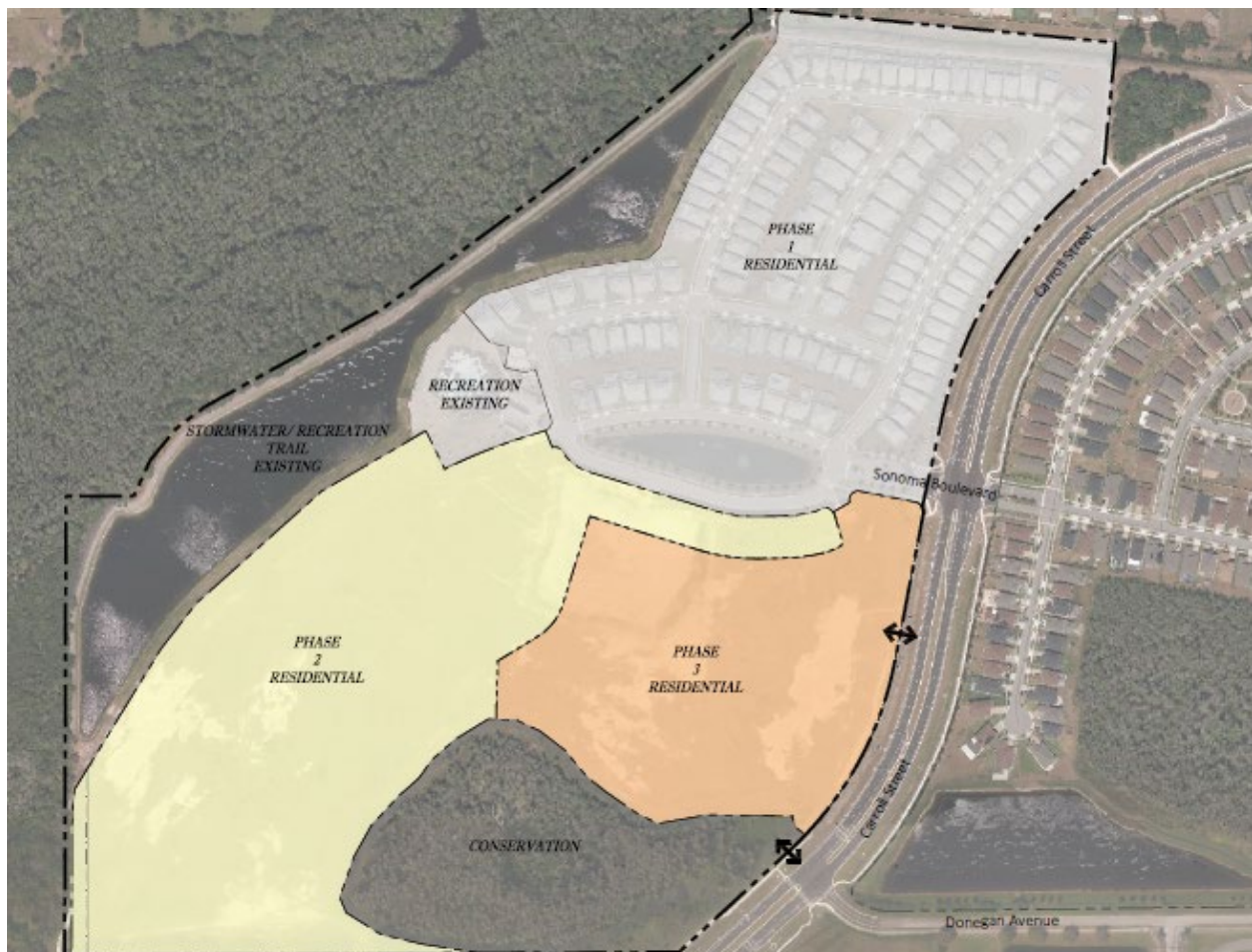


SECTION 3: SUMMARY OF REQUEST

Due to changing market conditions in the area, the mix of uses previously-approved for Phases 2 and 3 of the PUD is no longer the ideal use of the subject property. As such, the applicant wishes to revise the approved development program for Phases 2 and 3 of the Tapestry Parcel 2 PUD to allow for residential uses that are compatible with Phase 1 of the PUD and surrounding land uses, and respond to the demand for residential development in this area of the City.

Specifically, the applicant requests to change the PUD development program to allow for the development of single-family residential on Phase 2 and multi-family residential on Phase 3 of Tapestry Parcel 2, as illustrated in the concept plan below. The proposed development program is more specifically described in Section 5. of this narrative.

In addition, an additional external access location is proposed to line up with Donegan Avenue to create a four-way intersection at Donegan Avenue and Carroll Street. This new access location was agreed to by Planning and Engineering staff in a December 14, 2021, virtual meeting with the applicant.



SECTION 4: HISTORY OF ENTITLEMENTS

A. Annexation, Planning & Development Agreement

The subject property was part of the *Annexation, Planning and Development Agreement By and Among Regional Development Group, Inc., Dyer Blvd., LLC., Carroll Street Properties, LLC and the City of Kissimmee* (“Annexation Agreement”) dated June 13, 2005, and recorded in the Osceola County public records at OR 2826/P 644. The Annexation Agreement indicated that the subject property (“Parcel 2”) would have an Initial Land-Use Description of Single-Family Low Density/Multi-Family Medium Density and an Initial Zoning Description of MUPUD (Sec. 4.2). The Annexation Agreement further stated that the City would amend the City’s Comprehensive Plan to establish a FLUM designation of “Mixed Use” for a majority of the property, including Parcel 2 (Sec. 4.4). With regard to rezoning the Annexation Agreement stated that, as of the Effective Date of the Annexation Agreement, the subject property would be zoned MUPUD (Sec. 4.5).

The development program for Parcel 2 was established in the Annexation Agreement as follows (Sec. 4.6):

Single-Family Detached	275 DU
Single-Family Attached	225 DU

The Annexation Agreement allowed up to 225 of the residential units in Parcel 2 and Parcel 3 to be developed as short-term rental.

The *First Amendment to the Annexation, Planning and Development Agreement* (“First Amendment”), dated November 6, 2007, made no changes to the Parcel 2 Development Program.

The *Second Amendment to the Annexation, Planning and Development Agreement* (“Second Amendment”), dated November 6, 2012, revised the Parcel 2 development program as follows (Sec. 4.6):

Short-Term Rental or Multi-Family/ Single-Family Attached/Single-Family Detached/Condominium	400 DU
--	--------

In that same Sec. 4.6, the Agreement provided that:

“The allocation of Density/Units among the various types of Residential Densities (i.e., Single-Family Detached, Single-Family Attached, Condominiums or Multi-Family) within each of the foregoing Parcels may be reallocated among all Residential Parcels, provided, however, in no event, shall the total number of Residential Units within all Residential Parcels exceed the maximum of Two Thousand Nine Hundred Ten (2,910 DU’s).”

B. 2018 Assignment of Additional Entitlements

In March 2018, an Assignment of Entitlements (Exhibit A) was granted by Regional Development Group, Inc. to Park Square Enterprises, LLC and Hallmark Equity Partners, LLC. The Assignment of Entitlements granted an additional 158 Residential Dwelling Units to Parcel 2 by transferring 60 Residential Dwelling Units from Parcel 3 and 98 Residential Dwelling Units from Parcel 4 as described in the Annexation Agreement identified in Section A above, and subsequent amendments. This assignment, combined with the 400 residential units documented in the Second Agreement, provides Parcel 2 a total of 558 Residential Dwelling Units to use on the subject property.

C. 2017 PUD Amendment

On September 26, 2017, a Tapestry Parcel 2 PUD Amendment was approved by the Kissimmee City Commission (Exhibits B & C). The PUD Amendment approved the following development program:

Development Program (Maximum)

Phase	Land Area	Proposed Use(s)	# Units/ Building Area
Phase 1	49.70 AC	Single Family Detached Residential (existing)	121 DU
Phase 2	36.15 AC	Short term rental single family detached, Age Restricted single family detached, townhome/villa, front loaded condominiums, multi-story condominiums/indoor recreation	250 DU
Phase 3	13.5 AC	Institutional Care Facility	200 DU
		Daycare	12,500 sq. ft.

Note: Stormwater and conservation tracts are not included in the acreages above.

The above development program was achieved utilizing a transportation trips conversion matrix, as illustrated in the below table, that was part of the approved 2017 PUD Amendment documentation. The 2017 PUD Amendment narrative notes that the trip generation in the table was based on ITE Trip Generation Manual, 9th Edition. **Note:** The below table acknowledges the total number of Residential Dwelling Units in the PUD as being 558 units, 158 of them having been transferred from Tapestry Parcels 3 and 4.

	ITE Code	Conversion Rate (From Single Family)	Development Maximum Proposed	Equation	# DU to be Converted
Daycare (KSF)	565	12.340	12,500 sqft	12.34×12.5	155
Continuing Care Community (DU)	255	0.160	200 DU	0.16×200	32
Total Units					187
Units Remaining from Parcel 2 (400 total - 371 phases 1 & 2)					29
Total Units Transferred from Parcels 3 and 4					158
Remaining Units					0

SECTION 5: PROPOSED DEVELOPMENT PROGRAM

A. Overall Density

The density calculations below are based on the entirety of Parcel 2, including Phase 1 which has already been constructed. The Mixed Use-Tapestry Future Land Use designates a maximum average density of 5.52 units per developable acre over the entirety of the Tapestry Development. Developable acre is defined as gross acres minus wetland acres, as reflected in the table below.

PUD Density Calculation

	Maximum	Proposed
Total Project Size	---	118.00 AC
Wetlands	---	15.13 AC
Developable Area	---	102.87 AC
Density (Per MU-T FLU)	5.52 DU/AC	5.42 DU/AC
Dwelling Units per Density	567 DU	558

B. Density Bonus

No Density Bonus is requested in this revised submittal package.

C. Proposed Development Program

The proposed development program in this PUD Amendment utilizes the total 558 Residential Dwelling Units assigned to Tapestry Parcel 2 in a combination of single-family detached units and apartment units.

PUD Proposed Development Program

Phase	Land Area	Proposed Use(s)	# Units
Phase 1	49.70 AC	Single Family Detached Residential (constructed)	121 DU
Phase 2	32.21 AC	Short-term rental, age-restricted or general market single family detached or townhomes	115 DU
Phase 3	17.63 AC	Multi-family apartments or condominiums; short-term rental or general market single family detached or townhomes; age-restricted multi-family apartments or condominiums, single family detached or townhomes	322 DU

Note: Stormwater and conservation tracts are not included in the acreages above.

D. Trip Generation Analysis

A Trip Generation comparison between the generated trips of the 2017 Approved PUD Development Program and the generated trips of the Proposed PUD Development Program (in the table above) was performed by the transportation consulting firm TPD.

As reflected in the two (2) separate analyses prepared by TPD, and included in Exhibit D, the Proposed PUD Development Program generates fewer trips than the Approved PUD Development Program. The analysis was performed by calculating the total trip generation of the two development programs, and by utilizing a Conversion Matrix to specifically analyze the trip generation of the Proposed Development Program.

SECTION 6: SITE DEVELOPMENT STANDARDS

A. Open Space & Recreation

	Required	Proposed
Open Space		
Developable Area	---	102.87 AC
Open Space* (25% Required)	25.72 AC	25.72 AC**

*Includes Stormwater Pond Acreage

**The PUD may include more than the Minimum Open Space Acreage required. Open Space Acreage will be included on each Preliminary Plan and PUD Site Plan submittal.

The existing on-site Recreation Facilities, including the Sonoma Clubhouse and the Shingle Creek Regional Trail meet the Recreation requirements for the Phase 1 and Phase 2 single-family residential units.

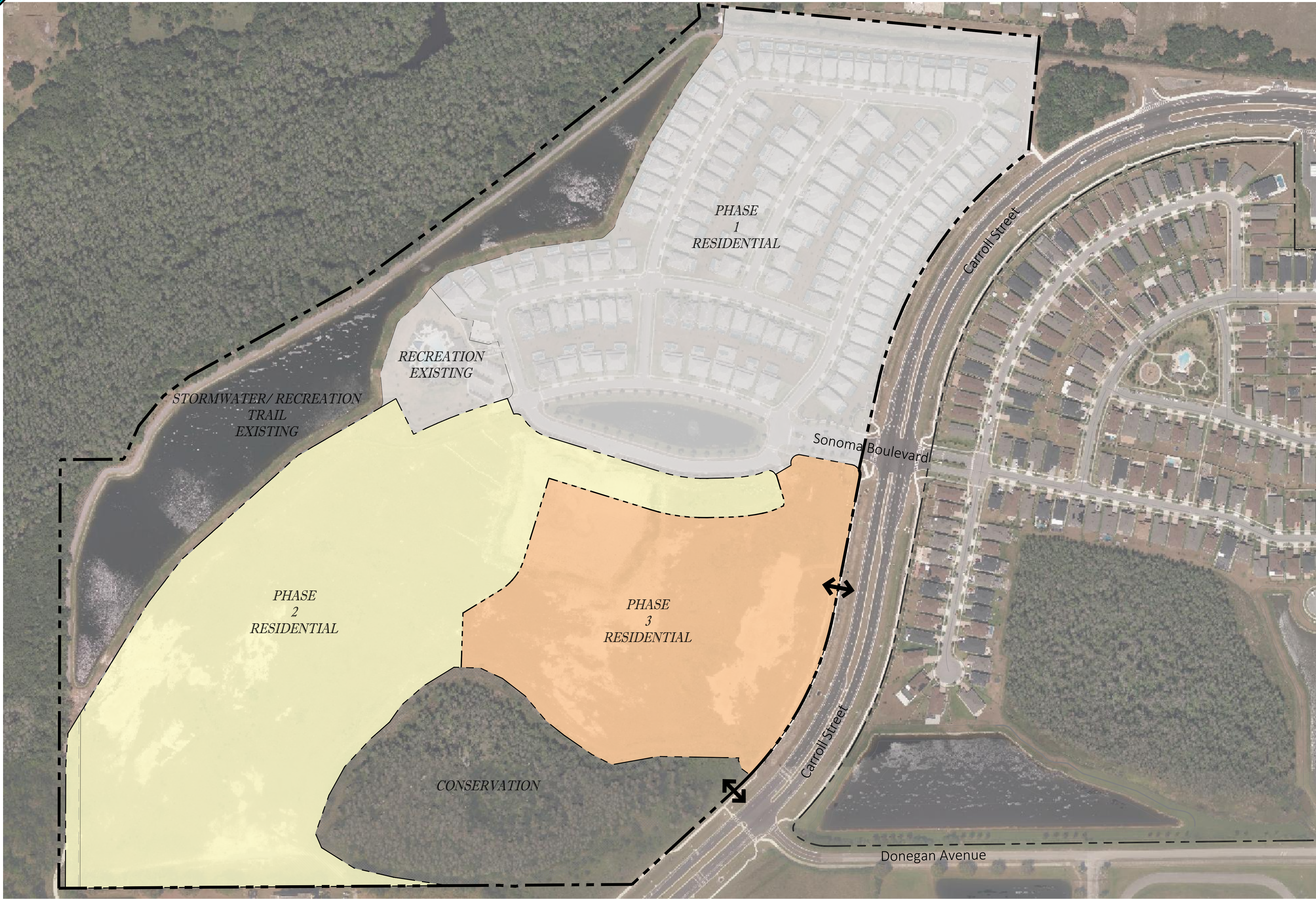
The future Phase 3 multi-family apartment development will meet the Recreation requirements of the Land Development Code. Specific Recreation facilities will be identified on the PUD Site Plan submittal.

B. Site Development and Architectural Standards

The development will comply with the design and architectural requirements of the City's Land Development Code for the proposed uses. As part of the 2017 Tapestry Parcel 2 PUD Amendment, five (5) Deviations to the Land Development Code (LDC) standards were adopted. The Applicant acknowledges that the LDC references in the 2017 PUD Amendment Deviations no longer exist, and agrees to not retain any of the previously-approved LDC Deviations in this PUD Amendment application.

SECTION 7: CONCEPT PLAN AND MAPS

PUD Concept Plan
Location Map
Aerial Map
Zoning Map
Future Land Use Map
Soils Map
FEMA Map



LEGEND

- PUD Boundary
- Phase 1 121 DU
- Phase 2 115 DU
- Phase 3 322 DU
- Full Access

PUD Concept Plan

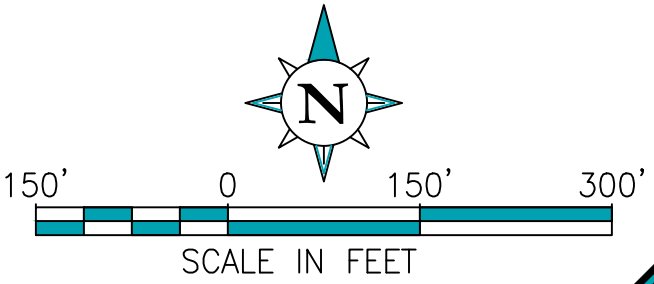
Tapestry Parcel 2 PUD

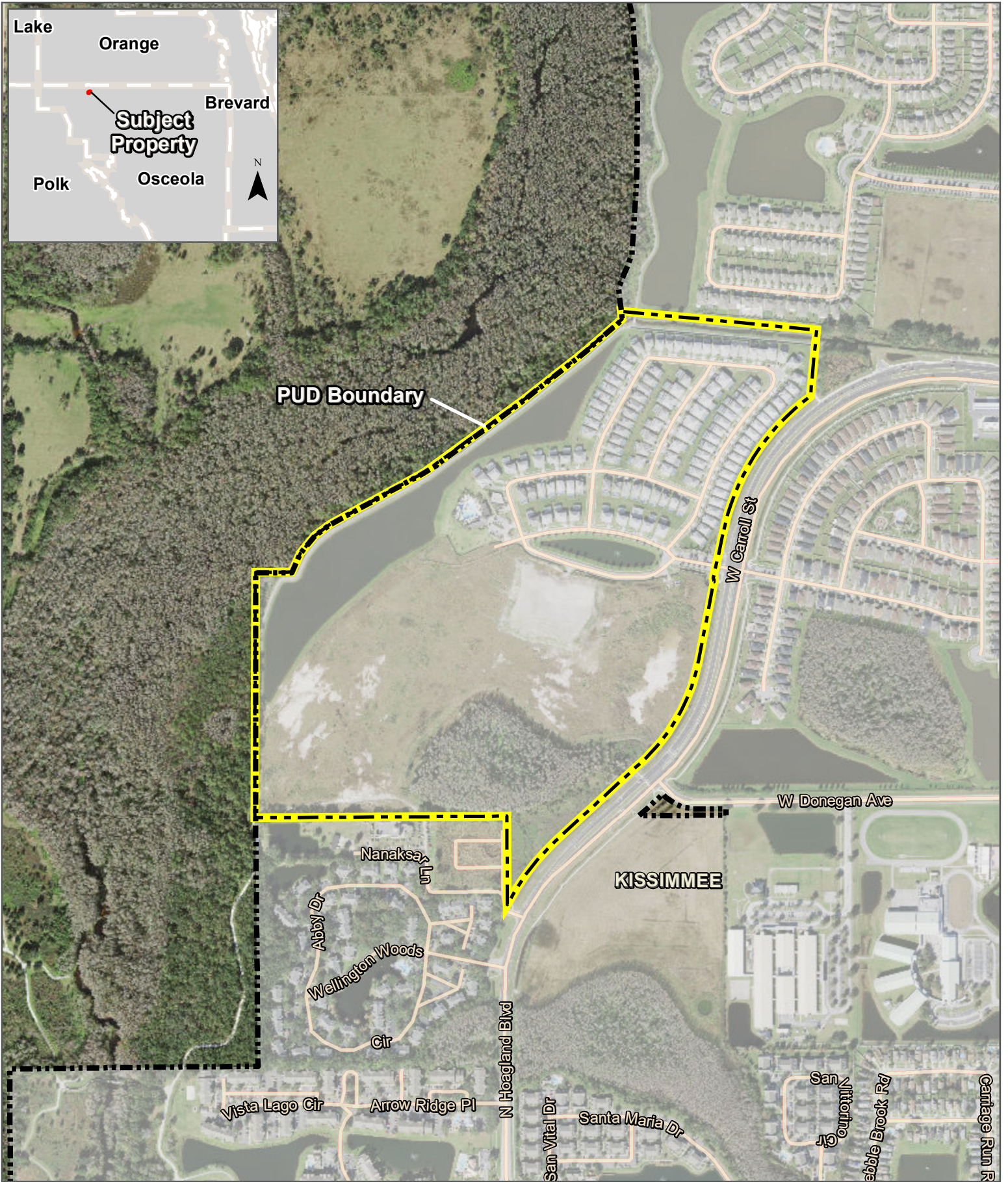
November 17, 2021
P & B Job No.: 19-015

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Orlando, Florida 32803- 407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



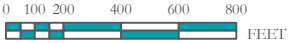


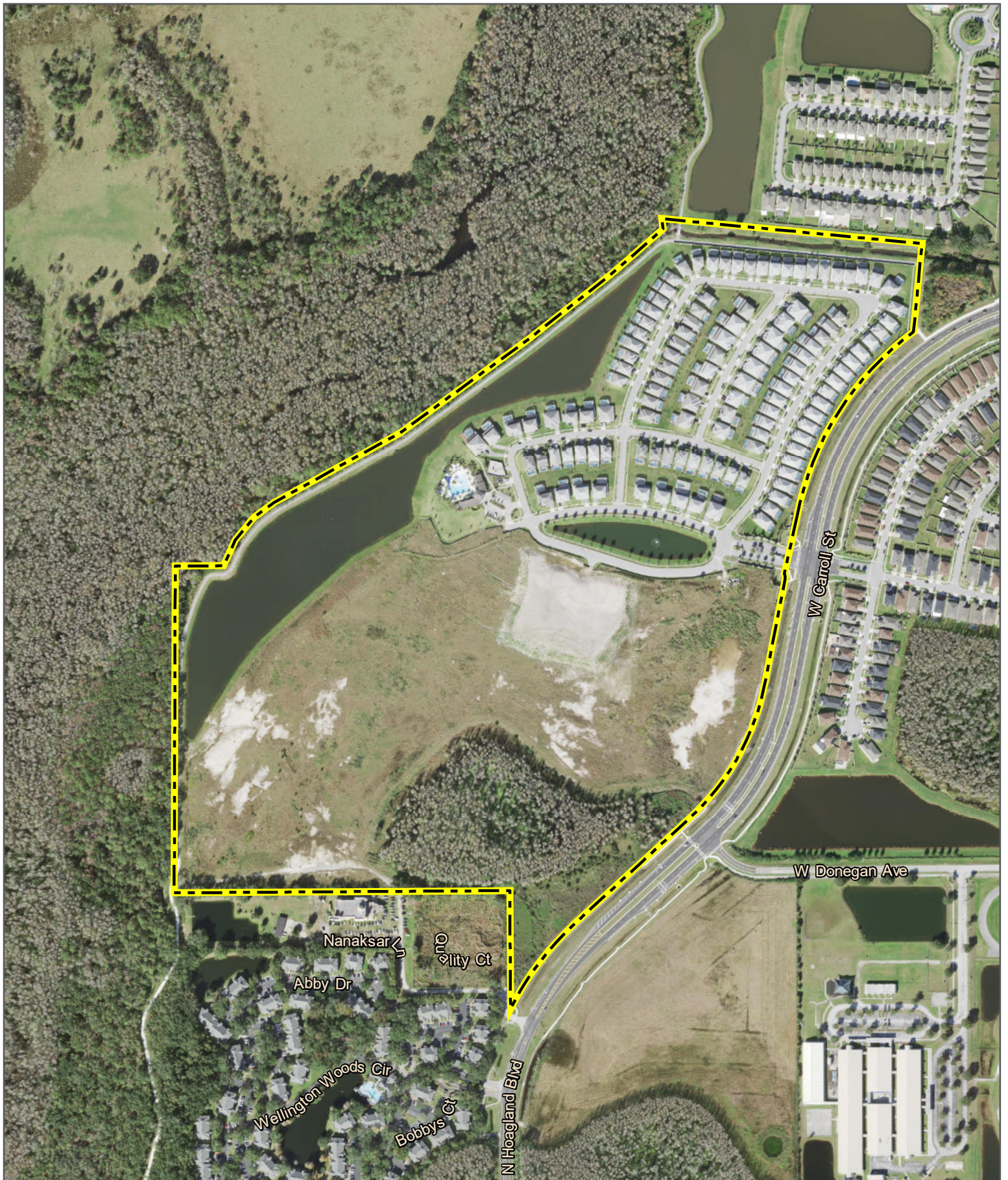
Map Source: Esri, Osceola County, FL, FGDL

 Subject Property

Location Map

TAPESTRY - PARCEL 2 PUD





Map Source: Esri, Osceola County, FL, FGDL, Aerial Date: 2020

 Subject Property

Aerial Map

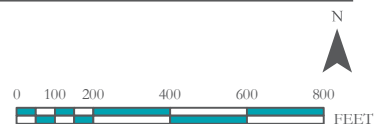
TAPESTRY - PARCEL 2 PUD

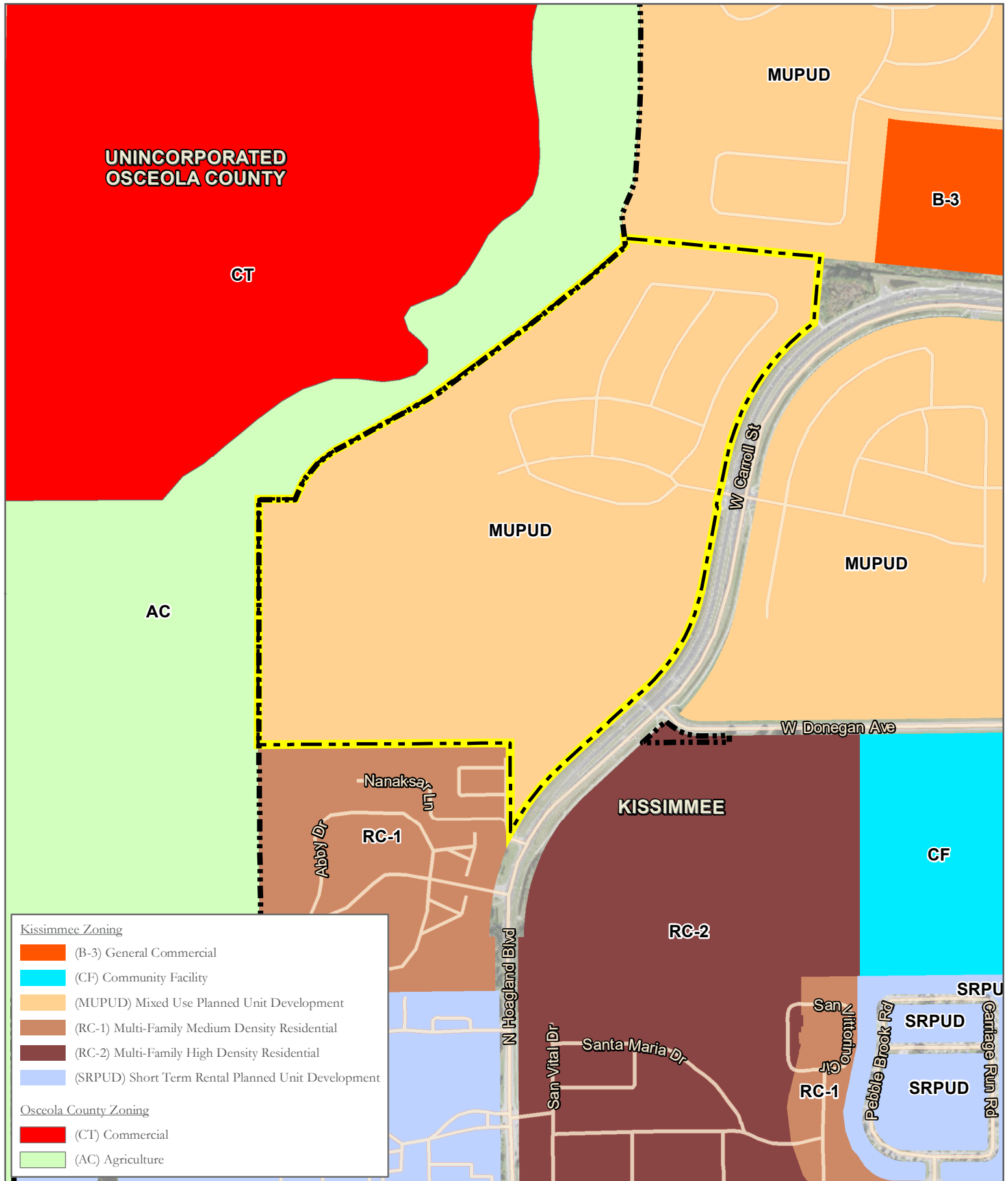
08/17/2021
P & B Job No.: 19-015

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

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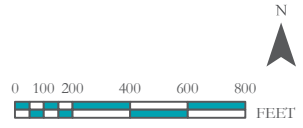


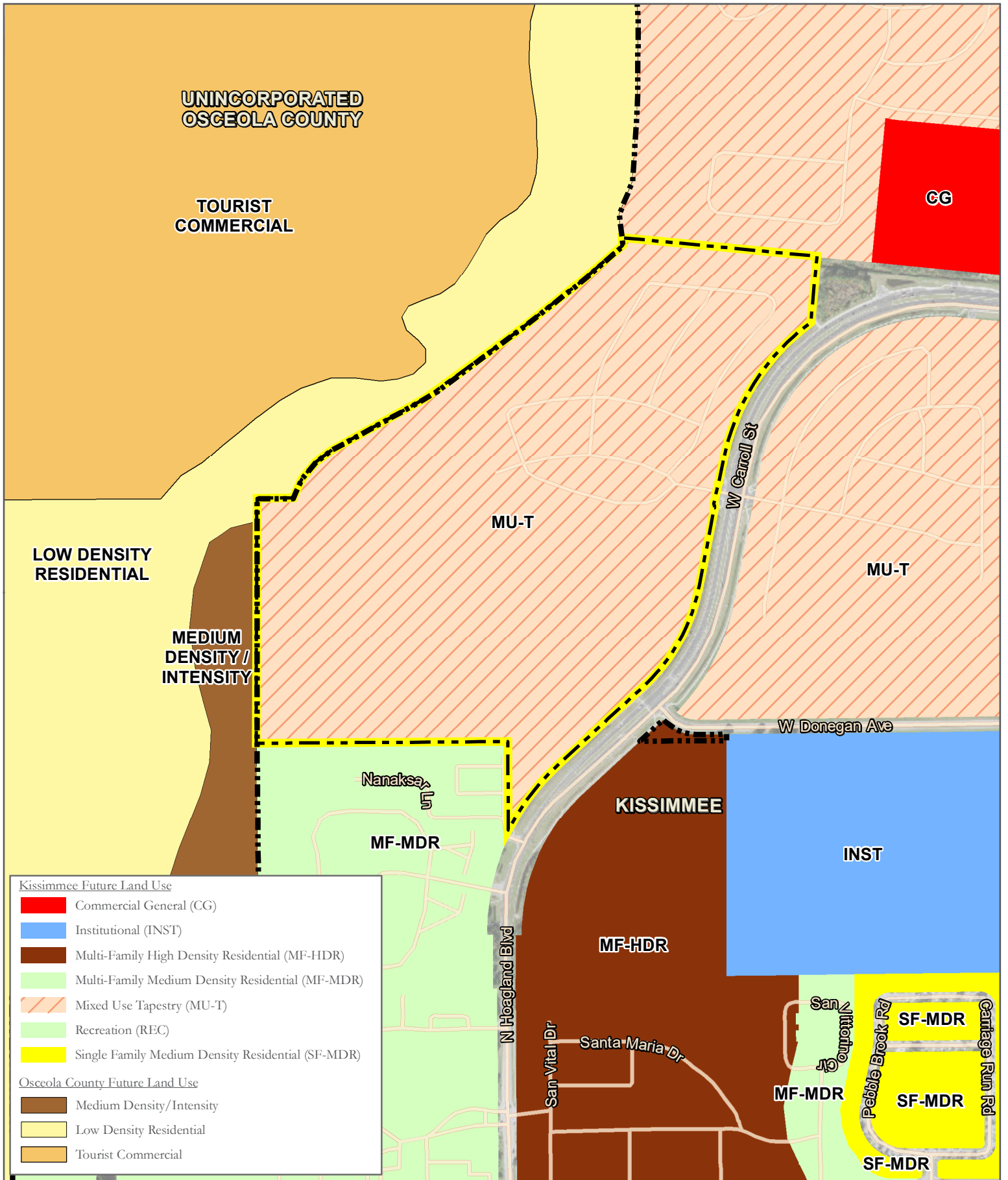
Map Source: Esri, Osceola County, City of Kissimmee, FL, FGDL

Subject Property

Existing Zoning

TAPESTRY - PARCEL 2 PUD





Map Source: Esri, Osceola County, City of Kissimmee, FL, FGDL

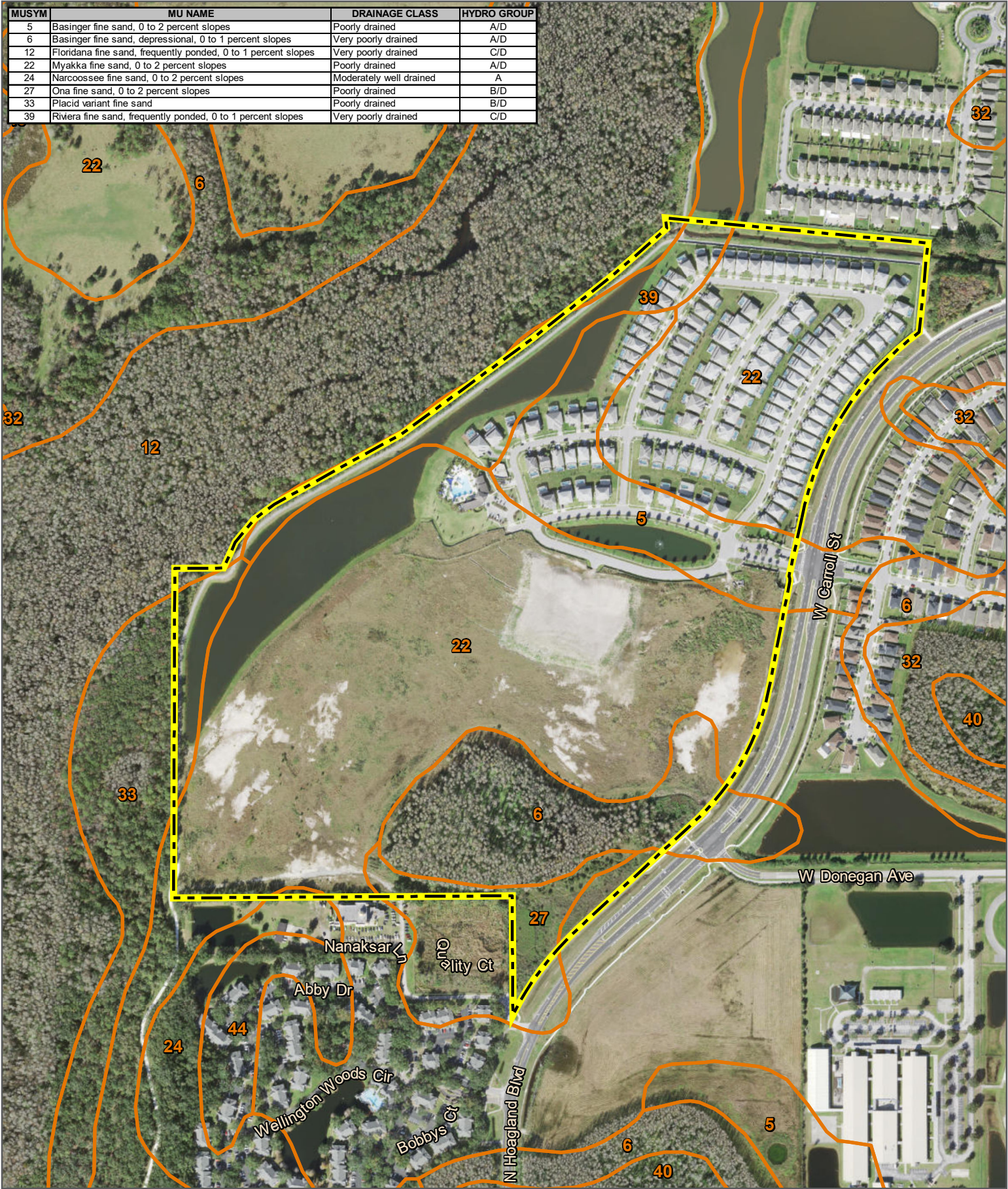
Subject Property

Future Land Use

TAPESTRY - PARCEL 2 PUD



MUSYM	MU NAME	DRAINAGE CLASS	HYDRO GROUP
5	Basinger fine sand, 0 to 2 percent slopes	Poorly drained	A/D
6	Basinger fine sand, depressional, 0 to 1 percent slopes	Very poorly drained	A/D
12	Floridana fine sand, frequently ponded, 0 to 1 percent slopes	Very poorly drained	C/D
22	Myakka fine sand, 0 to 2 percent slopes	Poorly drained	A/D
24	Narcoossee fine sand, 0 to 2 percent slopes	Moderately well drained	A
27	Ona fine sand, 0 to 2 percent slopes	Poorly drained	B/D
33	Placid variant fine sand	Poorly drained	B/D
39	Rivera fine sand, frequently ponded, 0 to 1 percent slopes	Very poorly drained	C/D



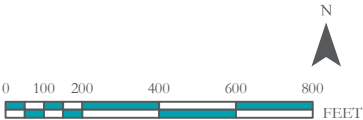
Map Source: Esri, Osceola County, FL, FGDL, NRCS

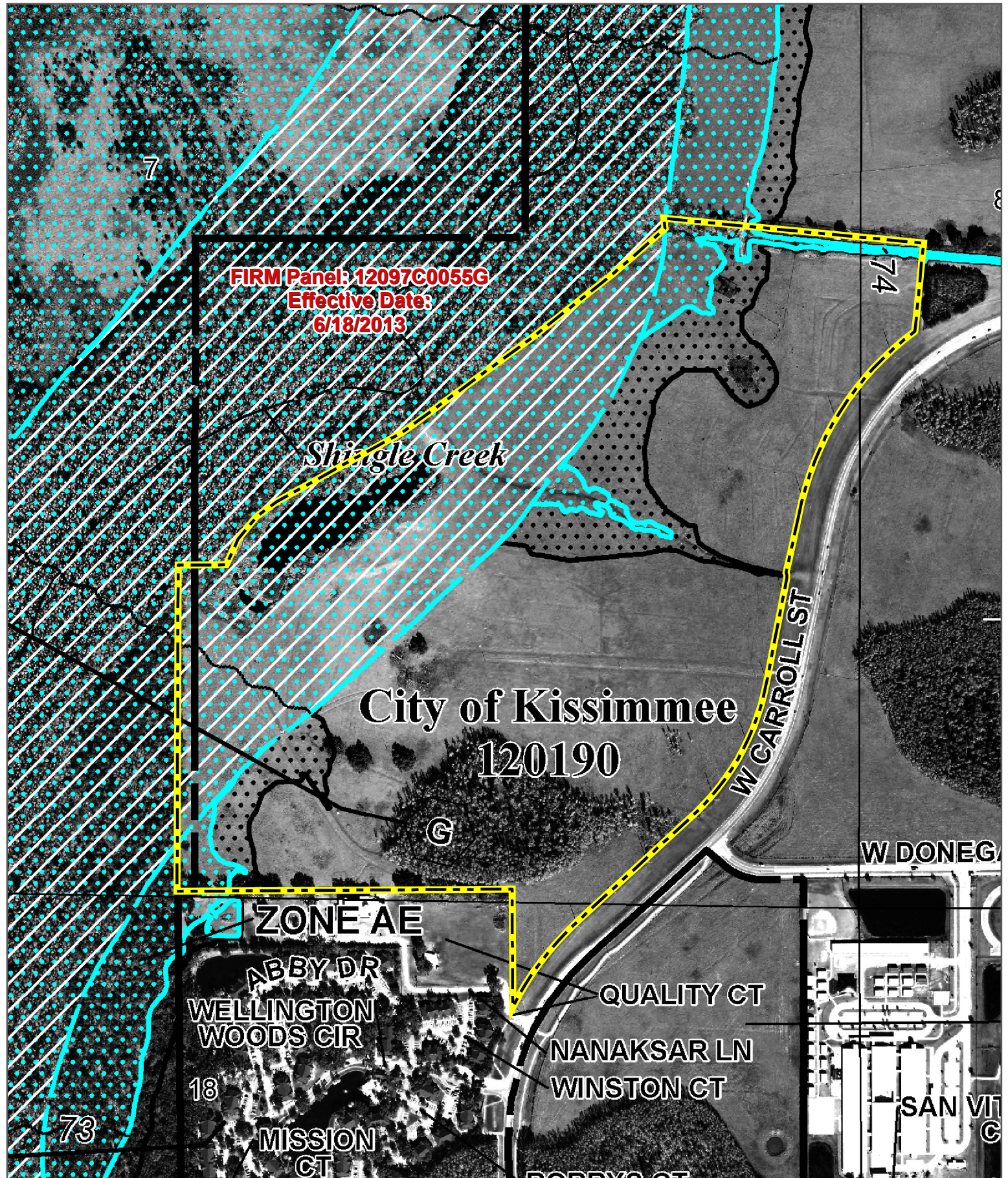
 Subject Property

 Soils Boundary

Soils Map

TAPESTRY - PARCEL 2 PUD





Map Source: Esri, Osceola County, FL, FGDL, FEMA

 Subject Property

 Special Flood Hazard Areas
Subject to Inundation by the
1% Annual Chance Flood

FEMA Floodplains

TAPESTRY - PARCEL 2 PUD

0 100 200 400 600 800
FEET

08/17/2021
P & B Job No.: 19-015

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

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Page 189 of 364



**TAPESTRY PARCEL 2 PUD
CONVERSION MATRIX**

(Based Upon 11th Edition of the ITE Trip Generation Manual)

From \ To	ITE Code	Daycare (KSF)	Continuing Care Community (DU)	Single Family Detached Units (DU)	Multi-Family Apartment Units (DU)	Average PM Peak Hour Rate
Daycare (KSF)	565	--	58.5263	11.8298	21.8039	11.12
Continuing Care Community (DU)	255	0.0171	--	0.2021	0.3725	0.19
Single-Family Detached Units (DU)	210	0.0845	4.9474	--	1.8431	0.94
Multi-Family Apartment Units (DU)	220	0.0459	2.6842	0.5426	--	0.51

Convert Daycare and Continuing Care Community to Multi-Family

- Convert 12.5 KSF Daycare to Multi-Family
 $12.5 \times 21.8039 = 272.55$ DUs
- Convert 200 DU Continuing Care to Multi-Family
 $200 \times 0.3725 = 74.5$ DUs
- Total Multi-Family
 $272.55 + 74.5 = 347$ DUs

Approved Program

- 371 DU Single-Family Detached Units
- 12, 500 SF Daycare $\times 21.8039 = 272.55$
- 200 DU Continuing Care Community Bed $\times 0.3725 = 74.5$

Proposed Program

- 236 DU Single-Family Detached Units
- 322 DU Multi-Family Apartments

**TPD # 5600
January 27, 2022**

Traffic Planning and Design, Inc.

535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com



TAPESTRY PARCEL 2
(11th Edition Trip Generation/Conversion Matrix)

Trip Generation Summary

2017 PUD Approved Program

Phase	Use	ITE Code	Program		Using Average Rates		Using Equations	
					ADT	PM Peak	ADT	PM Peak
Phase 1	Single Family Detached	210	121	Units	1,141	114	1,203	119
Phase 2	Single Family Detached	210	250	Units	2,358	235	2,344	235
Phase 3	Continuing Care Community	255	200	Units/Beds	494	38	648	81
	Daycare	565	12,500	SF	595	139	595	139
Total Trips					4,588	526	4,790	574

2022 Proposed Program

Phase	Use	ITE Code	Program		Using Average Rates		Using Equations	
					ADT	PM Peak	ADT	PM Peak
Phase 1	Single Family Detached	210	121	Units	1,141	114	1,203	119
Phase 2	Single Family Detached	210	115	Units	1,085	108	1,148	113
Phase 3	Apartments/Condos/Townhomes	220	322	Unit	2,170	164	2,139	159
Total Trips					4,396	386	4,490	391

TPD No. 5600
January 25, 2022

Traffic Planning and Design, Inc.

535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ www.tpdtraffic.com

P. A. B. Actions – February 16, 2022

Planning Advisory Board meeting held **Wednesday, February 16, 2022 at 6:00 p.m.**, in the City Commission Chambers, 101 Church Street, Kissimmee, Florida

Board Members Present: Present: Chairman Robert Bussiere, Vice Chairman Jeffrey Wolff, (Absent), Member Diana Marrero-Pinto, Member Robert Spalding, Member Jackie Espinosa, Fatima Santiago, Jason Lindsey, School Board.

Staff Members Present: Craig Holland, Director, Douglas Etheredge, Assistant Director, Brenda Ryan, Planning Manager, Patricia Prevost, Planner I, Kalanit Oded, Deputy City Attorney

II MINUTES

ACTION: Member Spalding made a motion to approve the minutes of the December 15, 2021. Planning Advisory Board meeting. Seconded by Member Espinosa.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa			

Motion carried 5-0.

III OLD BUSINESS

IV NEW BUSINES

A. Chipotle Restaurant, DRC#21-0005, Conditional Use with/Site Plan

Request for approval of a Conditional Use with/Site Plan for a drive-thru facility on approximately 2.06 acres of land with a Mixed-Use Urban Corridor (T5-U) zoning designation.

ACTION: Member Spalding made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

B. Hilliard Park, AX#21-0001, Annexation

Request for approval of an Annexation to annex approximately 13.52 acres. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe Wy & west of Cahokia Ct.

ACTION: Member Spalding made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

C. Hilliard Park, LUPA#21-0001, Land Use Amendment (Small Scale)

Request for approval of a Land Use Amendment (Small Scale) to change the Future Land Use Map designation from County-(LDR) Low Density Residential to City-(MF-MDR) Multi-Family Medium Density Residential on 13.52 acres. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe WY & west of Cahokia Ct.

ACTION: Member Spalding made a motion for denial based on traffic. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Nay	Member Marrero-Pinto	Nay
Member Spalding	Nay	Member Santiago	Nay
Member Espinosa	Nay		

Motion carried 5-0.

D. Hilliard Park, ZMA#21-0002, Zoning Map Amendment

Request for approval of a Zoning Map Amendment to change the Zoning designation from County-(E1) Estate Development to City-(RB-1) Medium Density Residential on 13.52 acres of land. Subject property is located east of Simpson Rd, north of Hilliard Isle Road, south of Pebble Pointe WY & west of Cahokia Ct.

ACTION: Member Spalding made a motion for approval. Seconded by Chairman Bussiere.

Chairman Bussiere	Aye	Member Marrero-Pinto	Nay
Member Spalding	Aye	Member Santiago	Nay
Member Espinosa	Nay		

Motion failed 2-3.

E. Mill Slough Road, ZMA#21-0001, Zoning Map Amendment

Request for approval of a Zoning Map Amendment to change the Zoning designation from PMUD (Planned Mixed-Use Development) to (RC-1) Multiple-Family Medium Density Residential on 30.92 acres of land.

ACTION: Member Spalding made a motion for approval. Seconded by Member Santiago.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

F. Tapestry Parcel 2, Phases 2&3 DRC#21-00091, PUD Amendment

Request for approval of a (PUD) Planned Unit Development to reallocate and increase multi-family uses and phasing in Tapestry Parcel 2, Phases 2 and 3, on approximately 50.84 acres of land.

ACTION: Member Bussiere made a motion for approval. Seconded by Member Marrero-Pinto.

Chairman Bussiere	Aye	Member Marrero-Pinto	Aye
Member Spalding	Aye	Member Santiago	Aye
Member Espinosa	Aye		

Motion carried 5-0.

V DISCUSSION

No Discussion

VI STAFF REPORT

No discussion

02/16/22

PAB ACTIONS

VII HEARING CHAIRMAN AND BOARD MEMBERS

No discussion

VIII ADJOURN

Chairman Bussiere adjourned the meeting at 8:13 p.m.

SECTION 1: APPLICATION FOR DEVELOPMENT REVIEW

- *Agent Authorization*
- *Property Record Cards*



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: Tapestry Parcel 2 PUD Amendment DRC# _____

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

Agent Signature: K. Hattaway Date: 12-15-21

Agent Name (Print): Kathy Hattaway, AICP/Poulos & Bennett, LLC

Property Owner Signature: [Signature] Date: 8/16/2021

Property Owner Name (Print): Hallmark Equity Partners, LLC



**CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW**



PROJECT

Name of Project: Tapestry Parcel 2 PUD Amendment
Location (Address if possible): Sonoma Blvd (west side of Carroll St., south of Sonoma Blvd).
Parcel ID#: 07-25-29-2166-0001-00C0 & 07-25-29-2166-0001-00B0.

APPLICANT

Name: Chuck Cavaretta
Firm: Park Square Homes
Address: 5200 Vineland Road, Suite 200, Orlando, FL 32811
Phone: (407) 529 - 3048 E-Mail: ccavaretta@parksquarehomes.com

AGENT (Contact Person)

Name: Kathy Hattaway, AICP/Poulos & Bennett, LLC
Firm: Poulos & Bennett, LLC
Address: 2602 E. Livingston Street, Orlando, FL 32803
Phone: (407) 487 - 2594 E-Mail: khattaway@poulosandbennett.com

OWNER

Name: _____
Firm: Hallmark Equity Partners, LLC
Address: 5200 Vineland Road, Suite 200, Orlando, FL 32811
Phone: (_____) _____ - _____ E-Mail: _____

LEGAL DESCRIPTION/LOCATION

See attached Legal Description.

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
PUD AMENDMENT/DRI AMENDMENT APPLICATION**

Is the request for a PUD Amendment ☒ or for a DRI Amendment ☐?

Name of the approved PUD/DRI: Tapestry Parcel 2 PUD

Location of the PUD/DRI: Sonoma Blvd (west side of Carroll St., south of Sonoma Blvd)

PUD/DRI approval date: Prior PUD Amendment DRC#17-084 - approved September 26, 2017.

Current zoning district designation for the subject property: Mixed Use Planned Unit Development (MUPUD)

Current future land use designation for the subject property: Mixed Use Tapestry (MU-T)

Description of the proposed amendment(s): This is a request to amend the development program for phases 2 and 3 of the of the Tapestry Parcel 2 Planned Unit Development (PUD) to allow for 115 single family detached units in Phase 2 and 322 multi-family units in Phase 3 for a total of 558 residential units in the PUD.

No changes are proposed to the Phase 1 Development Program of 121 Single Family Detached Units.

Required Materials to be Submitted for PUD Amendments:

- Revised Preliminary Plan or Site Plan indicating the proposed changes and conforming to Sections 14-2-50 through 52 and 14-2-191 of the Land Development Code. See attached preliminary plan checklist for a list of items to be included on the plans.
- Revised PUD Standards indicating the proposed changes.

Required Materials to be Submitted for DRI Amendments:

- Copy of the Notification of Proposed Change or Binding Letter of Interpretation submitted to the appropriate agencies in accordance with Chapter 380.06 F.S.
- Revised Development Order indicating the proposed changes and conforming to the requirements of Chapter 380.06 F.S.
- Revised DRI Development Plan indicating the proposed changes.

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 _____

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: 12-15-21

Printed Name: Kathy Hattaway, AICP/Poulos & Bennett, LLC Signature: _____

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.**

U:\Planning\GTR\DRC\Forms\Individual Applications\ 2017 PUD_DRI amendment 01.31.2018.doc
01.31.2018

Name: Hallmark Equity Partners, LLC
5200 Vineland Road, Suite 200
Orlando, FL 32811

LETTER OF AUTHORIZATION

Hallmark Equity Partners, LLC, a Florida Limited Liability Company, authorizes Kathy Hattaway AICP/Poulos & Bennett, LLC and Chuck Cavaretta, Park Square Homes: to serve as authorized agents to submit and represent a Planned Unit Development (PUD) Amendment on behalf of the following property:

Parcel Numbers: 07-25-29-2166-0001-00C0 & 07-25-29-2166-0001-00B0

Signature: _____

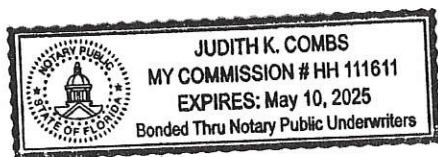
Printed Name: _____

Hallmark Equity Partners, LLC

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or ☐ online notarization by [name] Suresh Gupta as [title] Manager of Hallmark Equity Partners, LLC, a Florida Limited Liability Company, who ☒ is personally known to me or ☐ who produced _____ as identification and who did not take an oath.

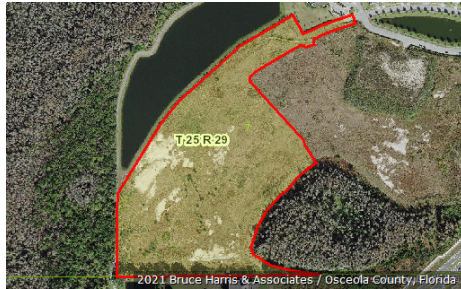


Notary Public
My Commission Expires: 5/10/2025



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: 07-25-29-2166-0001-00B0



Owner Information

Owner Name HALLMARK EQUITY PARTNERS LLC

Mailing Address 5200 VINELAND RD STE 200
ORLANDO, FL 32811

Physical Address SONOMA BLVD, KISSIMMEE FL 34741

Description NO AG ACREAGE-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 07/29/2021, which are subject to change prior to certification

Land	\$927,600
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$927,600
Assessed(estimated)	\$927,600
Exemption(estimated)	\$0
Taxable(estimated)	\$927,600

* 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 02/04/2021

Land	\$927,600
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$927,600
Assessed*	\$927,600
Exemption	\$0
Taxable	\$927,600

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	4986-0865	\$8,544,000	2016-06-29	SW

Land Information - Total Acreage: 23.18

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	23.19	0.00	AC	\$927,600

Legal Description

Legal Description SONOMA RESORT AT TAPESTRY PH 1 PB 23 PG 101-105 TRACT B FUTURE DEVELOPMENT



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: 07-25-29-2166-0001-00C0



Owner Information

Owner Name HALLMARK EQUITY PARTNERS LLC

Mailing Address 5200 VINELAND RD STE 200
ORLANDO, FL 32811

Physical Address SONOMA BLVD, KISSIMMEE FL 34741

Description NO AG ACREAGE-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 07/29/2021, which are subject to change prior to certification

Land	\$1,066,800
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$1,066,800
Assessed(estimated)	\$1,066,800
Exemption(estimated)	\$0
Taxable(estimated)	\$1,066,800

* 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 02/04/2021

Land	\$1,066,800
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$1,066,800
Assessed*	\$1,066,800
Exemption	\$0
Taxable	\$1,066,800

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5603-0117	\$100	2019-09-26	QC
1	4986-0865	\$8,544,000	2016-06-29	SW
2	4766-1960	\$100	2015-04-13	QC

Land Information - Total Acreage: 26.67

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	26.67	0.00	AC	\$1,066,800

Legal Description

Legal Description	SONOMA RESORT AT TAPESTRY PH 1 PB 23 PG 101-105 TRACT C FUTURE DEVELOPMENT & A PORTION OF TRACT L: COM AT NE COR OF SE 1/4 OF SE 1/4 OF 07-25-29, S89-39-57W 328.57 FT, S00-20-03E 11. FT TO POB & NON-TAN CURVE, CONC SELY RAD 25 FT, CENT ANG 90 DEG, (CH BEARING S62-09-14W 35.36 FT), SWLY ALONG CURVE 39.27 FT, N72-50-46W 52 FT TO NON-TAN CURVE, CONC SWLY, RAD 25 FT, CENT ANG 90 DEG, (CH BEARING N27-50-46W 35.36 FT), NWLY ALONG CURVE 39.27 FT, S72-50-46E 102 FT TO POB
--------------------------	--



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

ADDRESS: Tapestry PUD Amendment
PLAN NUMBER: DRC-21-00092

DATE: 1/12/2022

**Review Status:
REVISE & RESUBMIT.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. The current 2017 Tapestry PUD Amendment (DRC#17-0084) approved the equivalent of 187 single family units in Ph.3. based on the use of a transportation conversion matrix to establish the 200 age-restricted institutional care facility units, 12,500 sq. ft. daycare facility, and transfer of single family units from other parcels. The 187 converted/transferred single family units cannot be automatically converted to 187 apartment units to increase the overall total number of apartment units to 322 without providing an updated conversion matrix with generation rates for multi-family.
 - a) The current 2017 PUD Amendment included a maximum of 250 units that could be developed as front loaded or multi-story condos without the use of a conversion matrix on this parcel. This amendment is changing to include apartments and increasing to a maximum of 322 multi-family units with additional units converted from age restricted institutional care (ITE 255, Continuing Care Community, 9th Edition) and daycare (ITE 565, 9th Edition) uses that generally have lower trip generation rates than apartments. These additional multi-family units could have adverse transportation impacts that may require additional mitigation. Include additional conversion data to support the new development program for Ph. 3 in Section 5A.
 - b) Note that the 1st review of this PUD Amendment that was discussed at the September 21, 2021 DRC meeting included a development program with a proposed maximum of 273 multi-family apartments with the 12,500 sq. ft. daycare remaining on Ph. 3. This 2nd review increases to 322 multi-family units with no daycare facility that further warrants the need for additional trip generation conversion analysis.
2. Include an overall density table that includes the required and proposed density, including density bonuses, similar to the 2017 PUD Amendment and the 1st review submittal.
3. Update Section 6A, Open Space & Recreation, to include a recreation and open space table with the updated required and provided acreages with the increase of multi family units similar to the 2017 PUD with a note that final calculations will be provided with the PUD Site Plan and Preliminary Plat process.
4. Section 6B refers to this PUD Amendment complying with the PUD Design Standards in the Tapestry Annexation Agreement in Exhibit D. But Exhibit D is the Assignment of Entitlements Agreement and there are 3 separate annexation agreements included (Exhibits A, B, & C). Remove all separately recorded documents and agreements from this amendment. They are subject to separate amendments through developer's agreements and other mechanisms and will cause confusion with changes to design standards made through PUD amendments.
 - a) The current 2017 PUD included a separate, amended design standards and did not include any of the annexation agreements included in the exhibits with this amendment. Include the approved amended Tapestry Property Design Guidelines from the 2017 PUD with this amendment.
5. Section 6B includes reference to the old LDC Townhome and Condominium standards in Section 14-2-60E and F. This section has been updated to LDC14-6-43, Residential Development. Revise this section to reflect that the development will comply with LDC 14-6-43.

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

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

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



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

**ADDRESS: 0 W CARROLL ST
DRC NUMBER: DRC-21-00092, Review 2**

DATE: 1/6/2022

**Review Status: APPROVED
WITH CONDITIONS.**

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - Ryan.Kilman@kissimmee.gov

CONDITIONS OF APPROVAL

1. Please note: The two access points into Phase 3 are permitted with a minimum of 250 residential units. Ref. LDC §14-7-31
2. Verify the number of lots within phases 2A, 2B, and 2C (assumed) will be no greater than 115.
3. Please verify this PUD Amendment does not affect the final plat application (DRC# 19-00165) and construction plan application (DRC# 19-00023).
4. All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.

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

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

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

ITEM 7.A**Approval of City Commission Minutes from the March 1, 2022 meeting****Request**

Request Commission approval of the March 1, 2022 Commission Minutes.

Explanation

Minutes of the Commission meeting held on March 1, 2022 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. Commission Minutes - March 1 2022



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 1, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell

Members Absent: None

Mayor Gonzalez called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Fisher led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

Mayor Gonzalez announced a Proclamation is being added to the meeting that was completed late this afternoon. Mayor Gonzalez turned over the presentation to City Manager Steigerwald.

City Manager Steigerwald read the Proclamation in honor of "40 Days of Celebration of Life, Love, and Family" for the record (Exhibit "A").

3.A Proclamation - Women's History Month 2022

The request is for the City Commission to present a Proclamation in honor of "Women's History Month."

City Manager Steigerwald read a proclamation in honor of Women's History Month as the Mayor and Commissioners presented the Proclamation to Deisamar de Soto Torres and Zoraida Hernandez of the Hispanic Professional and Businesswomen's Association.

Ms. de Soto Torres thanked the City on behalf of their organization and their 25th Anniversary of celebrating Women's History Month.

3.B Proclamation - March for Meals & National Nutrition Month

The request is for the City Commission to present a Proclamation in honor of "March for Meals & National Nutrition Month."

City Manager Steigerwald read a proclamation in honor of Meals on Wheels as the Mayor and Commissioners presented the Proclamation to Wilda Belisle and members

of the Meals on Wheels program.

Ms. Belisle thanked the Commission for this Proclamation on behalf of the Meals on Wheels Program and all seniors they serve.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Ordinance Updating Emergency Service Rates and Charges - Proposed Ordinance No. 22-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 20, ARTICLE II, EMERGENCY MEDICAL SERVICES; SECTION 20-19, RATES AND CHARGES; MODIFYING BASE RATES FOR ALL SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

This is a request to approve the first reading of Proposed Ordinance No. 22-06 to update emergency medical service rates and charges, and to authorize staff to automatically adjust fees every two years according to the annual Ambulance Inflation Factor (AFI) and the Consumer Price Index (CPI).

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-06 by title.

City Manager Steigerwald reviewed the request and stated this is the first request for an increase in fees since 2012; if approved at the second reading, this will authorize staff to automatically adjust the fees every two years according to the Ambulance Inflation Factor (AFI) and the Consumer Price Index (CPI). The proposed price increases are in line with increases approved by the City of St. Cloud and under consideration by Osceola County. After holding the Public Hearing, staff recommends approval of this first reading.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to adopt Proposed Ordinance # 22-06. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

Commissioner Fisher made a motion to approve the Consent Agenda in its entirety. Commissioner Castano seconded the motion.

Motion Passed 5 - 0.

7.A Approval of City Commission Minutes

Request Commission approval of the February 1, 2022 and February 15, 2022 Commission Minutes.

7.B Award of Bid (RFP2022-001) for Roofing Installation and Repair Contractor Services for City Facilities

Approval to award continuing services for Roofing Installation and Repair Contractor Services for City facilities to the top four (4) contractors that provided a responsive bid to the request for the qualifications.

7.C Fourth Amended and Restated Interlocal Agreement Regarding Educational Impact Fees

Approval and authorization for the Mayor to sign the Fourth Amended and Restated Interlocal Agreement between Osceola County, the City of Kissimmee, the City of St. Cloud and the School Board of Osceola County regarding Educational Impact Fees.

7.D Purchase Portable Radios from Motorola Solutions, Inc.

Approval to purchase portable radios for the Police Department from Motorola Solutions, Inc. for a total cost of \$63,094.59.

7.E Acceptance of the 2021-2022 EMS County Awards Grant

Approval of the acceptance of an EMS County Awards grant, the utilization of the funds as outlined below, and the establishment of grant accounts for these purchases.

7.F Kissimmee Police Department's Wrecker Service Qualifications and Tow Rotation List Guidelines & the Tow Rotation Application and Inspection Form

The Kissimmee Police Department requests Commission approval of Kissimmee Police Department General Order 434 and the Tow Rotation Application and Inspection Form (Form #156)

7.G Sonoma Resort at Tapestry, Phase 2A – Major Subdivision, Final Plat (DRC# 19-00165)

Approval of the final plat known as Sonoma Resort at Tapestry, Phase 2A.

8. DISCUSSION ITEMS

None.

9. HEAR CITY OFFICIALS

9.A City Manager

City Manager Steigerwald reminded the Commission of the "Bike to Work Day" event being held on Friday, March 4, 2022, at 7:00 a.m. at Lakefront Park. The ride starts at 7:30 a.m. and will cover a route of 3.6 miles..

9.B City Attorney

City Attorney Sanchez de Fuentes wished everyone a happy Mardi Gras.

9.C City Commission

Commissioner Castano wished everyone a wonderful celebration of women's month.

Commissioner Ortiz expressed his concern with the Osceola County Board of County Commissioners vote to work towards developing a new downtown in NeoCity. He is concerned they will apply all of the Tourist Development Council funding to NeoCity, and the City will lose out on funds that could be used for the Civic Center and other renovations in downtown Kissimmee.

City Manager Steigerwald received the consensus of the Commission to draft a letter to the Board of County Commissioners and express our concerns about the potential impacts to the City; a draft of the letter can come back to the Commission at the March 15, 2022 meeting for discussion and approval.

Commissioner Ortiz stated we received an email from a concerned citizen, and he would like a response to go back to them.

Commissioner Castano realizes we discussed working with the County at our Strategic Planning Retreat, and this would be the perfect opportunity to bring this up to them.

Commissioner Alvarez wished a speedy recovery to the Sheriff's Deputy who was injured and the people in Ukraine.

Commissioner Fisher commented on the Black History Month Read-in; the children were great. He is very saddened by what is going on globally, especially in Ukraine. As a country, we are fortunate, and we need to be thankful for our freedom.

Mayor Gonzalez commented that we could do more by praying for not only our country but others in the world.

Dr. Brandon Boldes asked to speak and stated a seed was planted in his ministry by Mayor Gonzalez and Commissioner Castano at the Gator Motel with Nellie Perez; Ms. Perez has since gifted her ministry to him. Mr. Boldes identified himself as a profit and asked to pray for the Commission.

Mayor Gonzalez denied the request from Mr. Boldes and adjourned the meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:19 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Proclamation (Added to Agenda)
40 Days of Celebration of Life, Love, and Family
Item 3.

ITEM 7.B**Magnolia Park Replat - Final Plat (DRC# SR-21-0002)****Request**

Requesting City Commission approval of the final plat known as Magnolia Park Replat.

Explanation

The owner of the property, Beira Hiciano, is requesting final plat approval without a guarantee since no public improvements are required. This property is located south of Magnolia Street and west of Emory Street and is combining two underlying lots into a single lot for development purposes.

Recommendation

Staff recommends approval of the final plat for the Magnolia Park Replat

REQUESTED CITY COMMISSION ACTION:

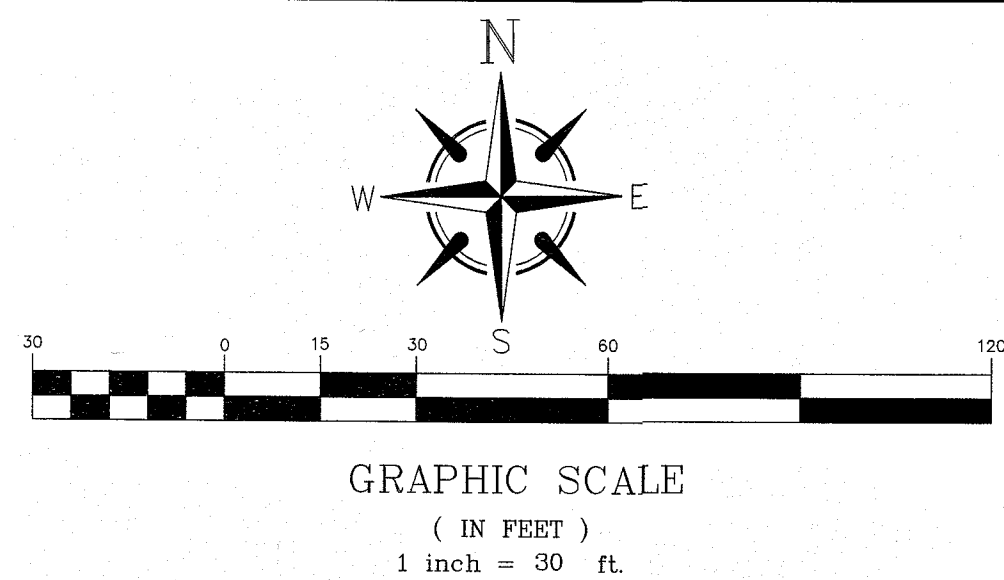
Approve

Department: Public Works & Engineering

Presenter:

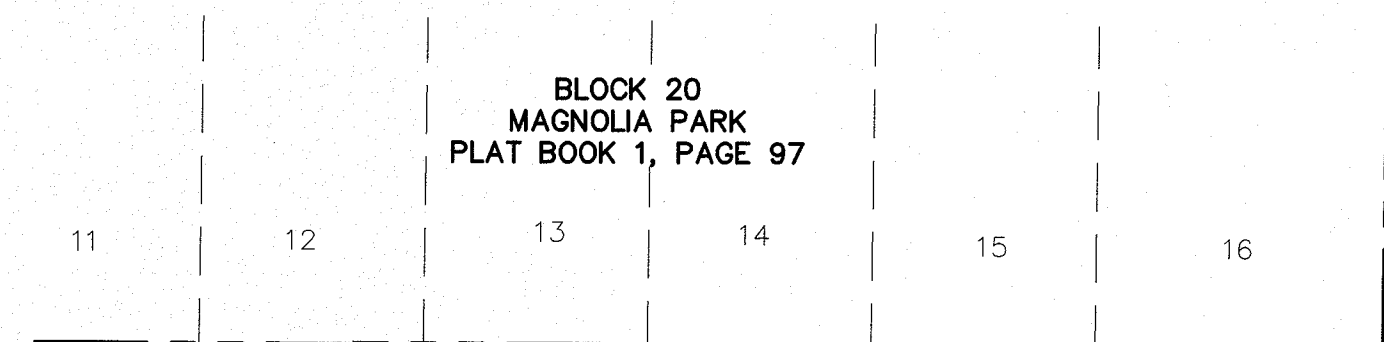
Attachment(s):

1. Magnolia Park Final Replat

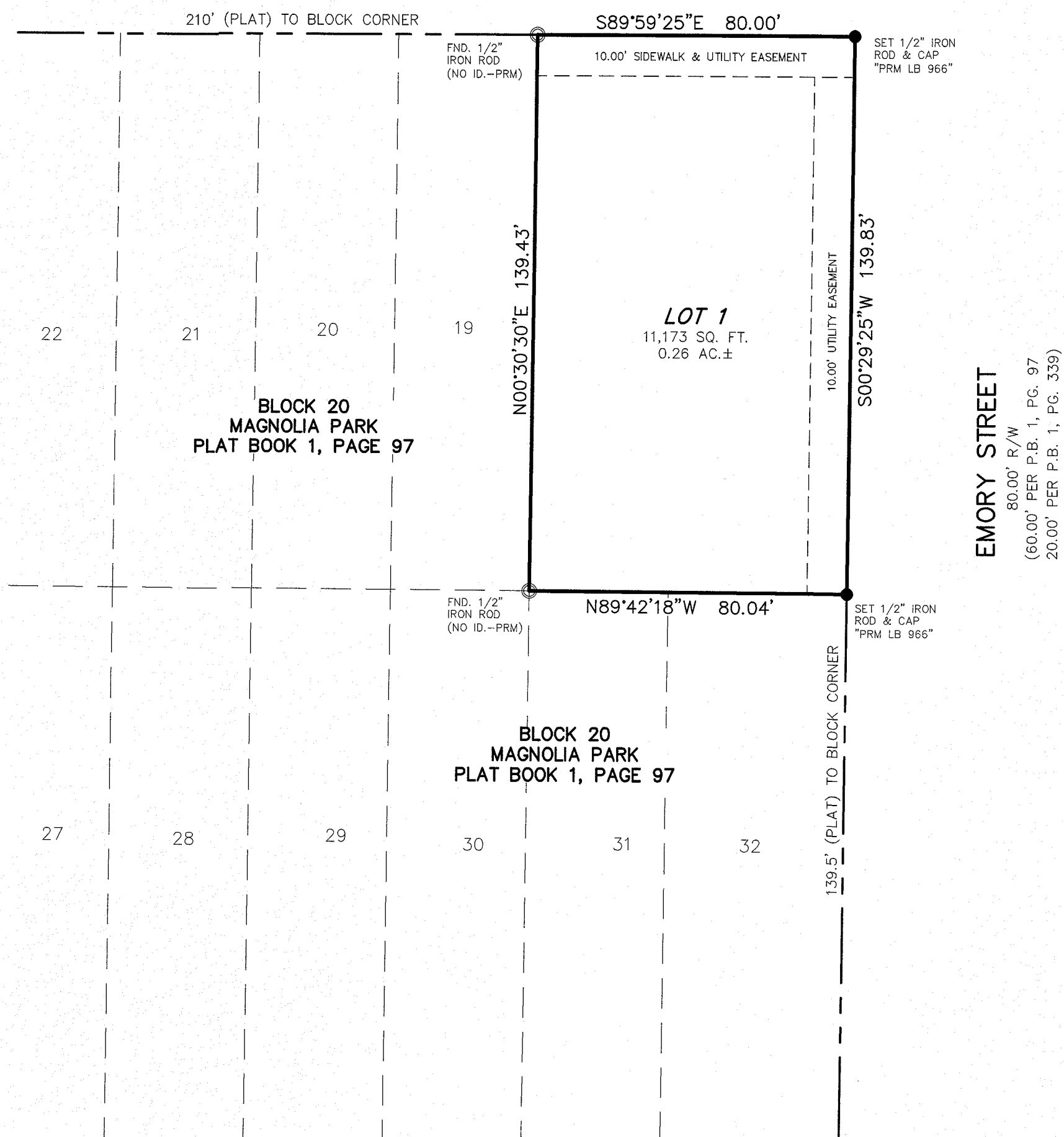


MAGNOLIA PARK REPLAT

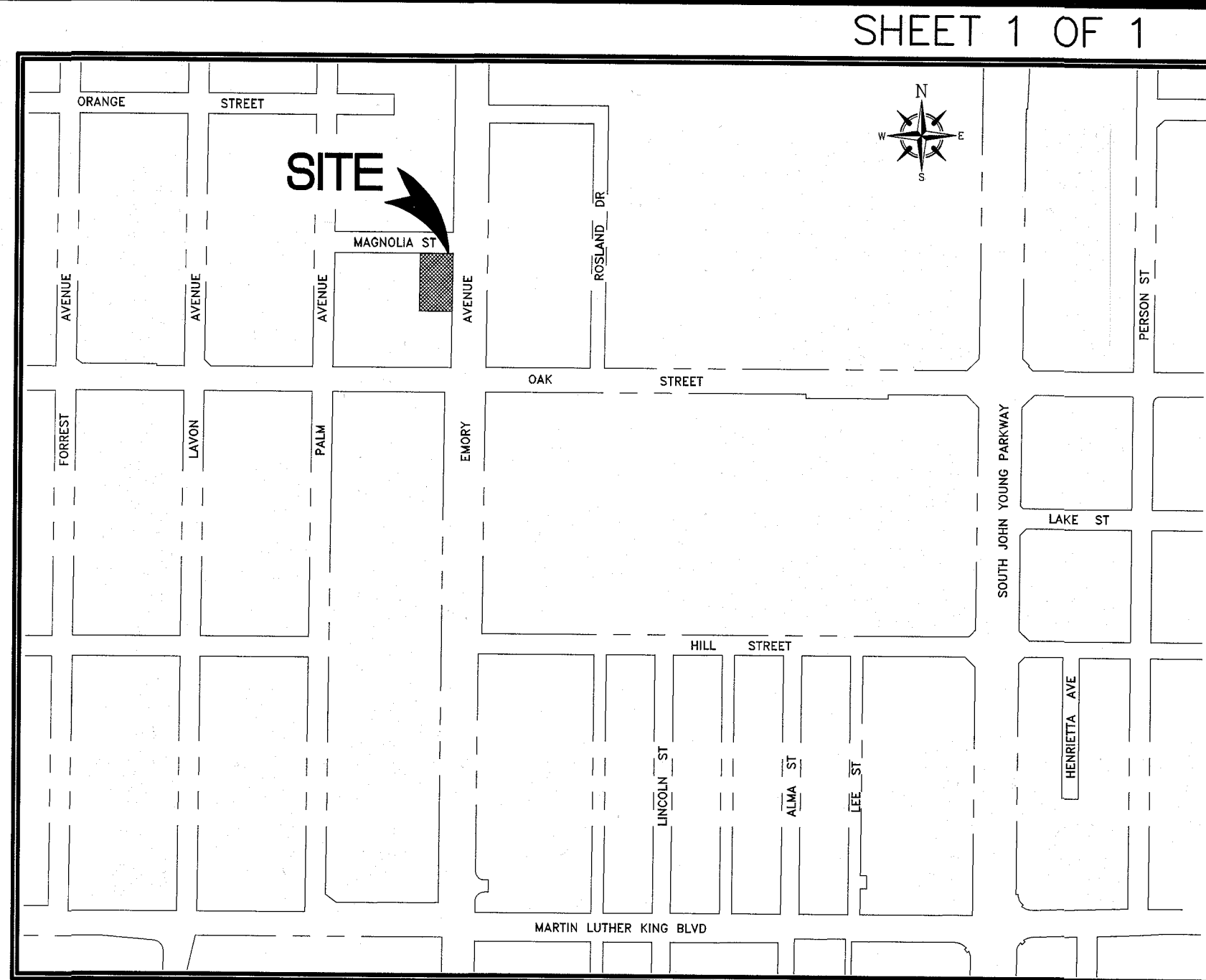
A REPLAT OF LOTS 17 AND 18, BLOCK 20
MAGNOLIA PARK
PLAT BOOK 1, PAGE 97
SECTION 21, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE
OSCEOLA COUNTY, FLORIDA



MAGNOLIA STREET
50.00' R/W
(PER P.B. 1, PG. 97)



OAK STREET
60.00' R/W



LEGAL DESCRIPTION:

Lot 17 and 18, Block 20, Magnolia Park, according to the map or plat thereof as recorded in Plat Book 1, Page 97, of the Public Records of Osceola County, Florida.

SURVEYORS NOTES

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH THE SOUTH RIGHT OF WAY LINE OF MAGNOLIA STREET BEING S89°52'25"E.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN EVENT A CABLE TELEPHONE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION PER F.S. 177.091(28).

LEGEND

P.B. PLAT BOOK	DEGREES
P.G. PAGE	MINUTES
SEC. SECTION	SECONDS
TWP. TOWNSHIP	° MORE OR LESS
RNG. RANGE	L.B. LICENSED BUSINESS
COR. CORNER	L.S. LICENSED SURVEYOR
AC. ACRES	ID. IDENTIFICATION
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	P.O.B. POINT OF BEGINNING
R.L.S. REGISTERED LAND SURVEYOR	P.O.C. POINT OF COMMENCEMENT
PCP PERMANENT CONTROL POINT	R/W RIGHT OF WAY
PRM PERMANENT REFERENCE MONUMENT	O.R.B. OFFICIAL RECORDS BOOK
CL CENTERLINE	MON. MONUMENT
	CONC. CONCRETE

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

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

PLAT BOOK PAGE

DEDICATION MAGNOLIA PARK REPLAT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates Easements shown hereon to the perpetual use of the public and said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, BEIRA HICIANO, has caused these presents to be signed and sealed by the person(s) named below on _____, 2022.

By: _____
Print Name: Beira Hiciano
Signed and sealed in the presence of:
Witness: _____
Signature: _____

Print Name: _____
Print Name: _____
STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, BY Beira Hiciano, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

IN WITNESS WHEREOF, LUISA JAVIER, has caused these presents to be signed and sealed by the person(s) named below on _____, 2022.

By: _____
Print Name: Luisa Javier
Signed and sealed in the presence of:
Witness: _____
Signature: _____

Print Name: _____
Print Name: _____
STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, BY Luisa Javier, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 11/11/2021 he completed the survey of the lands as shown in the fore-going plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 21, Township 25 South, Range 29 East.

Osceola County, Florida, _____
Richard D. Brown
Dated _____ Registration No. 5700
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966
JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

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

_____, P.S.M.
Dated _____ Registration No. _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____ the _____ approved the foregoing plat.
ATTEST: _____ MAYOR
_____, P.S.M.
CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____

_____, Clerk of the Circuit Court
in and for Osceola County, Florida
BY _____ D.C. File No. _____

DRC# SR-21-0002

ITEM 7.C

Agreement with American Traffic Solutions d/b/a Verra Mobility for Traffic Camera Safety Improvement Program

Request

Approval of an agreement with American Traffic Solutions d/b/a Verra Mobility for the Traffic Camera Safety Improvement Program.

Explanation

Through the enactment of the Mark Wendall Traffic Safety Act effective July 1, 2010 and codified at F.S. 316.0083, the State of Florida authorized the use of red light cameras at intersections for the issuance of traffic citations for failure to obey traffic control devices. On August 2, 2011, the City entered into an Agreement with Redflex Traffic Systems, Inc and entered into a First Amendment of the Agreement on August 30, 2016, extending the contract through December 31, 2021.

In late October 2021, Red Flex was acquired by American Traffic Solutions, doing business as Verra Mobility. On December 21, 2021, the City Commission approved a short-term ninety (90) day contract extension with Redflex (set to expire on March 21, 2022) until the terms of the new agreement with Verra Mobility could be negotiated and established. Staff has finalized contract negotiations and is seeking approval of the Agreement with Verrra Mobility for a continued Traffic Camera Safety Improvement Program.

Upon execution of the agreement, the term is five (5) years from the Effective Date.

Recommendation

Staff recommends approval of the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. COK Template__HGAC option (2022)_3-9-22

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE FLORIDA
AND VERRA MOBILITY FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM**

This Professional Services Agreement (“Agreement”) is made as of this ____ day of _____, 2022 by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) (formerly Verra Mobility Traffic Systems, Inc.,) and the City of Kissimmee, Florida, a Florida municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter “City”.

RECITALS

WHEREAS, the City is need of a Traffic Safety Improvement Program; and

WHEREAS, the Houston-Galveston Area Council (“H-GAC”), a council of government of which City is a member, has created a cooperative purchasing program; and

WHEREAS, Pursuant to section 4.3.1.2 of the City’s Purchasing Code, the City may, as a government entity member procure goods and services from bid or proposals through H-GAC; and

WHEREAS, Pursuant to a competitive bidding and selection process H-GAC entered into A Master Agreement- Contract with American Traffic Solutions, Inc. d/b/a Verra Mobility (Public Services ID: 6673), including General Provisions and Special Provisions (hereinafter H-GAC Agreement) for the provision of photo enforcement services to the government entities participating in H-GAC; and

WHEREAS, Verra Mobility has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and notices/e-citation processes related to Traffic Camera Safety Improvement Program hereinafter “Program”; and

WHEREAS, the City desires to engage the services of Verra Mobility to provide certain equipment, processes and back office services so that Authorized Employees of the City are able to identify and enforce traffic violations; and

WHEREAS, it is the mutual objective of both Verra Mobility and the City to reduce the incidence of vehicle collisions at the traffic intersections along streets that will be monitored pursuant to the terms of this Agreement; and

WHEREAS, Verra Mobility owns the installed equipment at several intersections in the City and is currently the sole source for the operation of that equipment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page (“Effective Date”).

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF KISSIMMEE

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: _____ Date _____
Title: _____

ATTEST:

By: _____
Name: _____ Date _____
Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I. DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road or a traffic intersection including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties, for the purposes of facilitating the Program by the City.

“Authorized Employee” means a Traffic Infraction Enforcement Officer or other individual authorized by the City, whose duties and qualifications are set forth in Chapter 2010-80, Laws of Florida, as amended or recodified from time to time.

“Authorized Violation” means each Violation in the Violation Data for which authorization to issue a citation in the form of an electronic signature is given by the Authorized Employee through the Camera System.

“Back-office System” or “BOS”: The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

“Business Days”: Monday through Friday, excluding weekends and holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or “Camera”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe(if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation at an Approach with up to four (4) contiguous lanes, which records such data with one (1) or more images of such vehicle.

“Change Order Notice”: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

“Change Order Proposal”: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

“Citation”: A notice of violation or uniform traffic citation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction for a violation of Section 316.074(1) or 316.075(1)(c)1, or other applicable provisions of the Florida Statutes that may be enforced pursuant to Section 316.0083, Florida Statutes, as may be amended or re-codified and as established by defined business rules. However, the failure to come to a complete stop while turning right on red shall not be enforced pursuant to this program.

“E-Citation” means a Florida Uniform Traffic Citation, in a format which was pre-approved for use by the Florida Department of Transportation,

“Electronic Signature” means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of an Event using the BOS.

“Enforcement Documentation” means the necessary and appropriate documentation related to the issuance and collection of Notice of Violation and Uniform Traffic Citation for the enforcement of identified infractions. This shall include warning letters, Notice of Violation, instruction for Notices of Violation, form affidavits, instructions for form affidavits, reminder letters, a numbering sequence for notices of violation, chain of custody reports, Uniform Traffic Citations, criteria regarding operational policies for processing Notices of Violation and Uniform Traffic Citations, and technical supporting documentation, to include video and still images, for hearings in accordance with applicable state laws and regulations, and technical support documentation. Video and still images of violations shall additionally be available to City in a common format agreeable to the Osceola County Clerk of Court.

“Equipment” means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Program.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **EXHIBIT A**.

“Fine” means a monetary sum assessed for Citation but excluding suspended fines.

“Laws” all federal, state, or local, laws, ordinances, regulations, and orders.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as **EXHIBIT C**.

“Owner” The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Paid Citation” A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

“Person” or **“Persons”** Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Photo Enforcement Infrastructure”: the poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

“Project Time Line” The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B**.

“Records Retention” means the period of time that Verra Mobility will retain confidential information to include photographic evidence and data associated with the Program at all times in accordance with Florida Statute Section 119.0701.

“Uniform Traffic Citation” means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.

“System” A Camera System and the related Infrastructure.

“Violation” means any traffic violation authorized for photo enforcement as prohibited by the Florida Uniform Traffic Law or any applicable rule, regulation of law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals.

“Violation Criteria” means the standards and criteria by which an Event will be evaluated by Authorized Employees of the City, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s), all of which shall be in compliance with all laws, rules, regulations of Governmental Authorities, including as cited in the “Mark Wandall Traffic Safety Act” a notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible.

II. GENERAL TERMS AND CONDITIONS

Customer is procuring from Verra Mobility the services described in this Agreement through H-GACBuy under the H-GAC Agreement. Customer represents and warrants to Verra Mobility that the services provided under this Agreement are not pursuant a federal award or a federal grant and no federal funds will be used to satisfy Customer’s obligations to Verra Mobility under this Agreement. Customer acknowledges and agrees that the following provisions of the of the H-GAC Agreement are not applicable to this Agreement: General Provisions Articles: 7 (Goal for Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms), 33 (Federal Compliance), 40 (Copeland “Anti-Kickback” Act). Special Provisions Articles: 18 (Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Equipment), 19 (Buy America Act (National School Lunch Program and Breakfast Program)), 20 (Buy America Requirement (Applies only to Federally Funded Highway and Transit Projects)), 21 (Domestic Preference), 23 (Equal Employment Opportunity), 24 (Clean Air and Water Pollution Control Act), 26 (Contract Work Hours and Safety Standards), 27 (Profit as a Separate Element of Price), and 28 (Byrd Anti-Lobbying Amendment).

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. ADDITIONAL SERVICES:

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3 - 4, subject to the additional terms and conditions specified therein.

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years beginning on the first day of the month following the first-issued Citation from the last Camera System that is upgraded, installed or deployed pursuant to the first Notice to Proceed delivered by Customer to Verra Mobility, or if no Camera System is upgraded, installed or deployed subsequent to the Effective Date of this Agreement, the term is five (5) years from the Effective Date. This Agreement will automatically extend for consecutive five (5) year terms. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

5. FEES AND PAYMENT:

- 5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1.
- 5.2 Invoices shall be in standard Verra Mobility format and provided electronically.
- 5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.
- 5.4 Verra Mobility's Fees will be fixed for the first term of this Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Customer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the Back-office System. Verra Mobility reserves the right to assess a fee for such services if such information is requested by a third party or if Customer could retrieve the information from the Back-office System without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner. If Verra Mobility agrees to provide information to a third party, Customer shall review and approve Verra Mobility directly disclosing such information. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

- 6.1 **FLORIDA PUBLIC RECORDS LAW.** Verra Mobility acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Verra Mobility shall keep and maintain violation and maintenance records that may be deemed public records required by the City to perform the service.

If Verra Mobility has questions regarding the application of Chapter 119, Florida Statutes, to Verra Mobility's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- A. If the City's Custodian of Records requests records from Verra Mobility, Verra Mobility shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- B. Verra Mobility shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Verra Mobility does not transfer the records to the City.

- C. Upon completion of the contract, Verra Mobility shall transfer, at no cost, to the City all public records in possession of Verra Mobility or keep and maintain public records required by the City to perform the service. If Verra Mobility transfers all public records to the City upon completion of the Contract, Verra Mobility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Verra Mobility keeps and maintains public records upon completion of the Contract, Verra Mobility shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- D. Upon notice to Verra Mobility of a request to inspect or copy public records relating to a City's contract for services, Verra Mobility shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- E. If Verra Mobility does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- F. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

7. CONFIDENTIALITY:

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and, where appropriate, to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. OWNERSHIP OF SYSTEM:

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the BOS provided for use by the Customer under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable license to use the Back-office System. On and as of the date of

termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.

Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the Back-office System, including through the Enhanced Video Services, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.

9. INDEMNIFICATION AND LIABILITY:

9.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, or (ii) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure.

9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.

9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the average of the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty,

condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.
- 10.5 Certificates showing Verra Mobility is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to Customer within thirty (30) calendar days after the Effective Date of this Agreement.
- 10.6 Customer shall be responsible for vehicle insurance coverage for the vehicle and all installed equipment, on any vehicles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage. Additionally, Customer shall maintain: Worker's Compensation coverage as required by applicable state law; Employer's Liability Insurance; and Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability. Customer will provide certificates of insurance, listing Verra Mobility as additional insured. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND VERRA MOBILITY'S RESPONSE TO HGACBUY INVITATION TO BID NO. PE05-21, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BACK-OFFICE SYSTEM, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Florida.

13. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation either party may seek resolution through a court of competent jurisdiction.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Pursuant to General Provisions, Article 21 (Change Orders and Amendments), copies of all Change Orders must be provided to and acknowledged by H-GAC.

15. TERMINATION:

15.1 Verra Mobility's services may be terminated:

- (i) By mutual written consent of the parties; or
- (ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
 - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
 - b) Termination under this subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) In the event of termination of this Agreement prior to the end of its term for any reason except the material breach by Verra Mobility, Customer shall pay Verra Mobility an early termination fee based on Verra Mobility's direct labor and back-office development costs associated with the upgrade and new BOS, which shall not exceed \$35,000 per Camera System amortized monthly over sixty (60) months on a straight-line basis.

- (iv) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the “pipeline”. Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Camera Systems to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the Back-office System for Customer’s Program and upon such termination, the Back-office System, including photonotice.com website, and related lockbox shall no longer be capable of accepting payments.
- (iii) Except as provided for in Section 15.2(iv) related to the Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Infrastructure. Upon Customer’s request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Infrastructure Verra Mobility installed in connection with Verra Mobility’s performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the “Removal Fee”). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer’s property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Infrastructure.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment and maintaining bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without notice to or consent of Customer.

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading “Type of Record” for the periods of time set forth under the heading “Minimum Verra Mobility Retention Period” on **EXHIBIT E** during the term of this Agreement. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction within the control of the Customer (and as to the Customer) is not an event of Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party’s performance is suspended under this section.

21. TAXES:

At the time of execution of this Agreement, it is the understanding of the parties that Verra Mobility’s services provided hereunder may be subject to federal, state or local taxes including but not limited to excise, sales, use, property or similar taxes or charges. Customer agrees to reimburse Verra Mobility for any such tax or charge if charged against Verra Mobility. If incurred, such taxes or charges will be invoiced at any time once incurred.

22. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the parties at the following addresses:

City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
Attn: _____

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

23. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

24. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

25. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

26. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 23 and this Section 26.

27. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

28. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 28, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot systems in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non-sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 22, 23 and this Section 28, shall not apply to any such pilot.

29. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or “.pdf” transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or “.pdf” shall be deemed to be their original signatures for any purpose whatsoever.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Product Description	Fee*
Red Light Safety Camera System – the parties shall mutually agree on the number of units to be installed.	\$3,950 Fixed Fee per Month per Camera System.
<u>Subsequent Notices Mailing Fee:</u> For any additional notices sent by first class mail required by the Customer or required by Law in excess of the standard set of notices in subsection 1.2.3 of Exhibit B of the Agreement, Verra Mobility will charge the Customer a Subsequent Notices Mailing Fee.	2.00 per notice per page
<u>Video Retrieval Fee:</u> Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. Note: Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	For all additional video retrievals, the fee is \$10.00 each.
<u>Service Fees:</u> All service Fees per Camera System above includes all fees payable to H-GACBuy, all costs required and associated with a Camera System installation, routine maintenance, use of Back-office System for back-office operations and reporting, Event processing services, DMV records access, first class mailing of Citations with return envelope, first class mailing of second notice (as needed), lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support. Any required certified mail, or other special mailing, is not included and the fee is extra and will be billed per unit as published by the US Postal Service.	
Verra Mobility's monthly fee includes postage for the first class mailing of the 1st notice. Certified mailing, no return receipt, for the mailing of Uniform Traffic Citations will be billed at the rate of \$6.25 per unit and fees Customer pays Verra Mobility for such mailing shall not exceed \$7,500 per month in total. Should the number of Camera Systems installed as of the Effective Date increase, or a change in law occur that impacts certified mailing requirements, the parties agree to renegotiate the certified mailing fees in good faith and implement any changes through a Change Order to the Agreement.	

2.0 Optional Collection Services:

Verra Mobility's designated collection's subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services

30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Prior to installing a Camera System, Verra Mobility may conduct a statistical analysis of each Approach being considered for a Camera System or Camera Systems (“Site Selection Analysis”) to assist Customer in determining which Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering and construction feasibility assessment. Camera System installations will be based on mutual agreement by Customer and Verra Mobility. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.
- 1.1.4 Verra Mobility will install Camera System(s) at a number of Approaches to be mutually agreed upon between Verra Mobility and Customer after completion of Site Selection Analysis and as reflected in a written Notice to Proceed. In addition to any initial installation of Camera Systems, the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.5 Site installation plans shall be prepared under the supervision of, approved and sealed by a licensed professional engineer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.7 Verra Mobility’s Communications Department will assist Customer with public information content and outreach campaign strategies.
- 1.1.8 Verra Mobility agrees to provide a secure website (www.photonotice.com) accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

- 1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.11 If Customer is using Verra Mobility facilitated lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.
- 1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days Customer shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, first and second notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the

right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

- 1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.9 During the twelve (12) month period following the installation of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
 - A project manager with authority to coordinate Customer responsibilities under this Agreement;
 - Municipal Clerk responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The prosecuting attorney;
 - The customer attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;

- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 Customer and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off.
- 2.1.4 Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms, which may include among others a participation agreement and sub-merchant agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law. In addition to the Verra Mobility DMV Services Subscriber Authorization, Customer shall execute agreements or applications as requested by Verra Mobility with departments of motor vehicle to provide Verra Mobility with access to motor vehicle data.
- 2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules.
- 2.1.7 Verra Mobility shall continually ensure compliance with conditions or restrictions of applicable Florida State Statutes during the term of this Agreement, at no cost to the City. Should the State of Florida change criteria which require additional modification to the Program or its detection equipment, any costs incurred is the responsibility of Verra Mobility or, if in the opinion of Verra Mobility such costs are prohibitive, Verra Mobility may remove its equipment or terminate this Agreement.
- 2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.

- 2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program, and Customer shall not use the Camera Systems or BOS for any purpose not permitted by Law.
- 2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a System to a new Approach after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.
- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage.
- 2.2.5 Customer understands that proper operation of the System requires access to traffic signal phase connections. Customer, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and

infrastructure and any costs associated with needed agreements shall be funded by Customer.

- 2.2.6 Customer understands that proper operation of the System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture, if required for the proper operation of the System.
- 2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.
- 2.2.8 Customer shall approve or reject Verra Mobility submitted plans within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.
- 2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.10 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction, as permitted. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.12 Customer shall allow Verra Mobility to build needed infrastructure into any existing Customer-owned easement.

- 2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.14 Verra Mobility shall comply with Section 316.0776, Florida Statutes, which directs the placement and installation of Traffic Infraction Detectors must be in accordance with placement and installation specifications developed by the Florida Department of Transportation.
- 2.3 VIOLATION PROCESSING - Violation Processing. During the Operational Period, Violations shall be processed as follows:
- 2.3.1. All Violations Data shall be stored on the BOS.
- 2.3.2. The BOS shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the BOS.
- 2.3.3. The BOS will be accessible by Authorized Staff through a secure connection by use of a confidential user account on a computer equipped with high-speed Internet connection and an approved web browser.
- 2.3.4. Verra Mobility shall provide the Authorized Employee with access to the BOS for the purposes of reviewing the pre-processed Events within eight (8) business days of the gathering of the Event from the applicable Designated Intersection Approaches.
- 2.3.5. The City shall cause the Authorized Employee to review the Event and to determine whether a Citation shall be issued with respect to each Even captured, and transmit each such determination in the form of an Electronic Signature to Verra Mobility using the software or other applications or procedures provided by Verra Mobility on the BOS for such purpose, and VERRA MOBILITY HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL VERRA MOBILITY HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
- 2.3.6. With respect to each Authorized Violation, Verra Mobility shall print and mail a Notice of Violation and/or Uniform Traffic Citation, within five (5) days after Verra Mobility's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations.
- 2.3.7. Verra Mobility shall continually maintain an ability to transmit authorized Uniform Traffic Citations electronically, at the time of issuance by an Authorized Employee, to the Osceola County Clerk of Courts. This transmittal will be in a format authorized by the Osceola County Clerk of Courts.

- 2.3.8. Verra Mobility shall maintain an ability to continually transmit, electronically, all data, regarding issued Notice of Violations and issued Uniform Traffic Citations to the City's Report Beam server or other designated database.
- 2.3.10. Verra Mobility shall provide a toll-free telephone number for the purposes of answering citizen inquiries. Verra Mobility shall permit the Authorized Employee to generate reports using the Verra Mobility Standard Report System.
- 2.3.11. Monthly, Verra Mobility shall provide or make available, without cost to the City, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Verra Mobility System with respect thereto to the City in such format as mutually agreed upon.

2.4 COURTS OPERATIONS

- 2.4.1 Customer is responsible for the adjudication of Citations in accordance with all applicable Laws. The City shall use its best efforts to diligently prosecute authorized violations, through either Notice of Violation or Uniform Traffic Citation, which are deemed prosecutable by the reviewing Authorized City employee.
- 2.4.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed notices of violation. Uniform Traffic Citations shall be adjudicated in Osceola County Court.
- 2.4.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 2.4.4 Verra Mobility shall provide City's Authorized Employee with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. Customer desires to integrate Verra Mobility data into its adjudication system, Verra Mobility shall provide a court interface in the format authorized by the Osceola Clerk of Courts.. Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

3 ENHANCED VIDEO SERVICES

Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, live video viewing, and live video streaming, at each red light Approach ("Enhanced Video Services"), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any

resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the Enhanced Video Services, (b) Customer's misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer's violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer's use of the Enhanced Video Services.

The Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer; and (iv) streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and _____ (“Customer”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction & Street)	Type of Enforcement	Camera System Solution

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

[CUSTOMER]

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: _____ Date _____
Title: _____

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Frank L. Minice, Executive Director/CEO

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD/DMV Inquiry

Dear Mr. Minice:

The Kissimmee Police Department authorizes the City of Kissimmee, Florida to use the Kissimmee Police Department ORI _____ for the limited purpose of obtaining vehicle registration through Nlets. This letter acknowledges that a contract to perform automated enforcement between the City of Kissimmee, Florida and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is in force. As a requirement of and in performance of that contract between the City of Kissimmee, Florida and Verra Mobility, it will be necessary for Verra Mobility to access Nlets for motor vehicle data on our agencies behalf.

Please accept this letter as authorization from the Kissimmee Police Department for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City of Kissimmee, Florida and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the Kissimmee Police Department.

SUBSCRIBER INFORMATION

Subscriber Agency/Name	_____	Kissimmee Police Department
Agency ORI	_____	
Name/Title of Authorized Representative	_____	
Mailing Address	_____	

Telephone	_____	Fax _____
Email	_____	
Signature of Authorized Representative	_____	
Date Signed	_____	

EXHIBIT E
RETENTION SCHEDULE

<u>Type of Record</u>	<u>Minimum Verra Mobility Retention Period</u>
Violation Images* (including video clips and related metadata)	6 months after the case is closed.
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Individually Identifiable Violation Records*	5_fiscal years after the case is closed.
Individually Identifiable Non-Violation Records**	3 years from the from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from the date the case is closed; or 1 year from the date of correspondence if no case was opened.
Maintenance Records	1 month from payment or final adjudication of an applicable Violation
Other Program Records	3 years from termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

ITEM 7.D

Task Work Order No. 2 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project

Request

Approval to issue Task Work Order No. 2 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project for the City's downtown drainage basin in the amount of \$270,753.

Explanation

The City is currently working towards developing a Stormwater Basin Model for the entire City. There are a total of six drainage basins within the City limits (West City Ditch, East City Ditch, Mill Slough, Bass Slough, Shingle Creek and the Downtown area). On March 16, 2021, the City started Phase I of the Stormwater Asset Inventory data collection project with the West City Ditch Basin in order to provide drainage reports and update drainage GIS layers. The City has selected the Downtown Drainage Basin to be the next basin to be inventoried as Phase II of this project.

On July 6, 2021, the City entered into a Professional Engineering Continuing Services Agreement (RFQ 2021-003) with Michael Baker International, Inc. Michael Baker International, Inc. will be tasked with conducting Phase II of this project for the Downtown Drainage Basin in the amount of \$270,753. The scope of work will include field review of the assets to update vertical elevations, horizontal location, structure type, pipe sizes and conditions. The information collected will ultimately be used to develop a stormwater basin model. This model will be instrumental in aiding the City's stormwater team to mitigate potential flooding issues as well as upgrade stormwater infrastructure throughout the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-506393	SW1609	Decrease		\$108,000
40945203-503131		Increase		\$108,000

Financial Summary:

Adequate funds are available in the Stormwater Utility Fund to cover the cost of these services. \$108,000 will be transferred from the Woodside Drainage project SW1609 to professional services within the Stormwater Fund.

Recommendation

Staff recommends approval to issue Task Work Order No. 2 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection for the City's downtown drainage basin in the amount of \$270,753.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Task Work Order No. 2 for the Stormwater Asset Inventory Project
2. Michael Baker International Inc. Executed Continuing Services Contract
3. Stormwater Asset Inventory PHII Data Collection Scope of Service



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:1

Purchase Order #:

3/1/2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to **Michael Baker International, Inc.** with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

The Downtown Drainage Basin scope of work will begin with the process of field reviews and data collection that will be used to update the City's GIS database, provide the required information for maintenance consideration and ultimately be used to develop a stormwater basin model

FORM OF COMPLETED DELIVERABLES:

Provide a updatd asset attribute along with a project consideration report.

BASIS OF PAYMENT: Services shall be made on the basis of **Billable hour's** method in accordance with the Scope of Services, the total not to exceed **\$270,753** without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within **245** calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Professional Engineering Services	\$270,753.00
2)	
3)	
4)	
5)	
	\$270,753.00
Contract Dollars:	\$270,753.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$270,753.00

Accepted By: Paul Snead, PE 
(Signature)

Requested By: Nagel Altrui
(Signature)

Title/Position: _____
(Signature)

Approved By: _____
City Manager (Signature)

City Engineer: Ashley L. Willis 
City Engineer (Signature)
Digitally signed by Ashley L. Willis
DN: cn=Ashley L. Willis, o=Public Works & Engineering,
ou=Engineering, email=awillis@kissimmee.org, c=US
Date: 2022.03.03 17:07:44 -05'00'

Approved By: _____
Mayor (Signature)

Approved By: 
Director, RW&E (Signature)

City Commission Approval Date: _____
(If Required)

Approved as to Form and Legality:

City Attorney (Signature)

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "**CITY**" and **MICHAEL BAKER INTERNATIONAL, INC.** whose address is 200 South Orange Avenue, Suite 1050, Orlando, Florida 32801, hereinafter "**DESIGN ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **MICHAEL BAKER INTERNATIONAL, INC.** is qualified to provide the services and desires to award a continuing services contract to **DESIGN ENGINEER** consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

- 1.1 **DESIGN ENGINEER** shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the **DESIGN ENGINEER**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **DESIGN ENGINEER** has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the **DESIGN ENGINEER** desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.
 - 1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".
- 1.3 The **DESIGN ENGINEER** acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the **DESIGN ENGINEER** may be necessary from time to time for the successful completion of the Assignments. The **DESIGN ENGINEER** agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.
- 1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

- 3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

- 4.1 **GENERAL** - CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:
 - A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.
 - B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.
- 4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for

professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN ENGINEER'S employees as follows:

- A. Expenses of reproductions, postage and handling of materials and documents as required.
- B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).
- C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 INVOICE PROCESSING

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

- 6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.

Assistant Director of Public Works & Engineering/City Engineer

City of Kissimmee

Department of Public Works & Engineering

101 N. Church Street

Kissimmee, Florida 34741

MICHAEL BAKER INTERNATIONAL, INC.

200 South Orange Avenue, Suite 1050

Orlando, Florida 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

The CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or
- 8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.
- 8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated

Representative may send a certified letter to the DESIGN ENGINEER requesting that the DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN ENGINEER may cancel this Agreement if:

- 8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or
- 8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.
- 8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the

performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the DESIGN ENGINEER shall indemnify and hold harmless the CITY from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the DESIGN ENGINEER in the performance of the contract.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will

provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for professional negligence claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data

supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the

DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

- 12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Notwithstanding the foregoing, the only standard of care applicable to Design Engineer's Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale.
- 14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

MICHAEL BAKER INTERNATIONAL, INC.

By: Paul Quentin Snead
PAUL QUENTIN SNEAD

Title: OFFICE Mgr. Ass. VT

Date: 6/16/2021

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 16 day of June, 2021,
by Paul Quentin Snead as Ass. VP of Michael Baker Int'l, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: Pamela Wolfgramm

Print Name: Pamela Wolfgramm
My Commission Expires: 03-31-2025



CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez de Guzman
City Attorney

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF ASSIGNMENT:	
FORM OF COMPLETED DELIVERABLES:	
BASIS OF PAYMENT: Services shall be made on the basis of _____ (method of compensation) method in accordance with the Work Order/Agreement, the total not to exceed \$ _____ without further authorization from the City of Kissimmee.	
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
Accepted By: _____ (signature) Requested By: _____ (signature) Title/Position: _____ (signature) Approved By: _____ (signature) PW Director: _____ (signature) City Commission Approval Date: _____ Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

<u>Consultant</u>	<u>Discipline</u>	<u>Description</u>	<u>Unit</u>	<u>Loaded Rate</u>
Michael Baker International, Inc.	Design	Principal	HR	\$287.00
		Project Manager	HR	\$171.18
		Chief Engineer	HR	\$268.40
		Senior Engineer	HR	\$224.09
		Project Engineer	HR	\$147.59
		Engineer Intern	HR	\$98.39
		Designer	HR	\$123.57
		Intern	HR	\$57.00
		Senior Environmental Scientist	HR	\$233.73
		Environmental Scientist	HR	\$148.47
		Administrative Assistant	HR	\$77.72
Johnston's Surveying, Inc.	Survey	Principal Surveyor (PSM)	HR	\$180.00
		CADD Surveyor (PSM)	HR	\$150.00
		CADD Surveyor	HR	\$130.00
		Field Crew (3-man)	HR	\$200.00
		Field Crew (2-man)	HR	\$160.00
		Field Crew (1-man w/truck-PSM)	HR	\$130.00
		Field Crew (1-man - GPS	HR	\$110.00
		Secretarial Services	HR	\$60.00
ECHO UES, Inc.	SUE / Survey	SUE Project Manager	HR	\$190.31
		Senior Surveyor	HR	\$177.52
		Project Surveyor	HR	\$123.94
		Utility Coordinator	HR	\$118.62
		CADD Technician	HR	\$89.06
		Secretary/Clerical	HR	\$84.36
		2 Person SUE Crew	HR	\$195.32
		3 Person SUE Crew	HR	\$237.22
		2 Person Survey Crew	HR	\$153.71
		3 Person Survey Crew	HR	\$189.02
		4 Person Survey Crew	HR	\$231.79

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

<u>Consultant</u>	<u>Discipline</u>	<u>Description</u>	<u>Unit</u>	<u>Loaded Rate</u>
McKim & Creed	SUE / Survey	Survey Regional Manager	HR	\$175.00
		Senior Surveyor / Project Manager	HR	\$145.00
		Project Surveyor	HR	\$135.00
		Senior Survey CAD Technician	HR	\$105.00
		Survey CAD Technician	HR	\$90.00
		1 Person Survey Crew	HR	\$125.00
		2 Person Survey Crew	HR	\$160.00
		3 Person Survey Crew	HR	\$190.00
		LiDAR Tech II	HR	\$100.00
		LiDAR Tech III	HR	\$125.00
		Mobile LiDAR Survey Vehicle	DAY	\$2,500.00
		Utility Eng Manager	HR	\$180.00
		Utility Eng Senior PM	HR	\$150.00
		Utility Eng Technician	HR	\$75.00
		Utility Eng Specialist	HR	\$110.00
		Utility Eng Analyst	HR	\$90.00
		Utility Eng Designate Crew (2 Person)	HR	\$165.00
		Utility Eng Designate Crew (3 Person)	HR	\$210.00
		Utility Eng Vacuum Excavation Crew (2 Person)	HR	\$200.00
		Utility Eng Vacuum Excavation Crew (3 Person)	HR	\$250.00
		Core Rig Crew (1 Person)	HR	\$125.00
GEC, Inc.	Geotechnical / Contamination	Principal Engineer	HR	\$300.00
		Chief Engineer	HR	\$300.00
		Senior Engineer	HR	\$250.00
		Project Engineer	HR	\$150.00
		Senior Scientist	HR	\$200.00
		Project Scientist	HR	\$150.00
		Engineer Intern	HR	\$120.00
		Scientist	HR	\$120.00
		Construction Services Project Manager	HR	\$150.00
		Student Intern	HR	\$80.00
		Senior Engineering Technician	HR	\$110.00
		Engineering Technician	HR	\$70.00
		CADD/GIS Specialist	HR	\$150.00
		Draftsman	HR	\$100.00
		Contract Coordinator	HR	\$120.00
		Secretary	HR	\$80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
Barge/Amphibious Mobilization - Ramp	each	12,000.00	Field Vane Shear Strength	each	500.00
Barge (without labor)	day	3,000.00	Hand Auger Boring with DCP	foot	25.00
Soil Survey/Coring/GPR Mobilization	each	400.00	Double Ring Infiltrometer	each	600.00
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00



Drilling/Equipment Rates

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00
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Laboratory Services

RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.
5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

CITY OF
KISSIMMEE
1883

Michael Baker
INTERNATIONAL

Hank Schneider, PE
QA/QC Manager

Paul Snead, PE
Contract Manager

Mark Pitchford, PSM
Principal

Christopher Bond, PE
Deputy Contract Manager

ROADWAY

- Carlos Moreno, PE
Roadway Engineer
- Kevin Fielder, PE
Roadway Engineer
- Travis Buschow, PE
Roadway Engineer
- Terra Parish, PE
Roadway Engineer
- Alec Piotrowski, EI
Roadway Technician

DRAINAGE

- Christopher Bond, PE
Stormwater/Drainage Engineer
- Paul Snead, PE
Stormwater/Drainage Engineer
- Bruno Chiappe, PE
Stormwater/Drainage Engineer
- Grace Taussig, EI
Stormwater/Drainage Technician
- Enrique Sara
Stormwater/Drainage Technician

TRAFFIC

- Angela Coates, PE
Traffic Engineer
- Joey DeFrancisco, PE
Traffic Engineer
- Jeff Roberts, PE
Traffic Engineer

ENVIRONMENTAL

- Mariben Andersen
Lead Environmental Scientist
- Jay Gable
Environmental Scientist

STRUCTURES

- Uma Pallapolu, PE
Structural Engineer
- Gio Orellana, PE
Structural Engineer

UTILITY COORDINATION

- Trisha Miller²
Utility Coordinator

**SURVEYING / SUE /
Photogrammetry**

- W. Turner Wallis, PSM³
Lead Project Surveyor
- Eric Cain, PSM²
Surveyor/SUE
- Chris Bosshart, PSM⁴
Photogrammetry

PUBLIC INVOLVEMENT

- Paul Snead, PE
Public Involvement
- Christopher Bond, PE
Public Involvement
- Grace Taussig, EI
Public Involvement

GEOTECHNICAL/CONTAMINATION

- Craig Ballock, PE¹
Geotechnical Task Manager
- Richard McCormick, PG¹
Senior Geologist



**Scope of Services and Staffhour/Fee Breakdown for
Stormwater Asset Inventory Ph II Data Collection
for Downtown Basin (Public Assets Only – No Contingency)**

The City of Kissimmee (City) has requested Michael Baker International, Inc. (Michael Baker) to develop a scope of services to update their existing stormwater asset inventory within the Downtown Basin as part of the City's ongoing stormwater master planning initiative. Michael Baker has recently completed a Phase I assessment of the existing database to identify the scope and magnitude of this Phase II field data collection and database update phase. We have also completed an update of the West City Ditch basin which included front-end coordination with City staff to establish the GIS reporting requirements.

The database currently has over 23,000 stormwater assets. These assets are located within 6 drainage basins including Bass Slough, East City Ditch, West City Ditch, Mill Slough, Shingle Creek and the Downtown Basin. The number of current assets per basin within the database ranges from as little as 1,300 in Bass Slough to 5,500 in Shingle Creek.

Table 1: Number of Existing Database Assets

Type	Total	Basin							Ownership	
		Bass Slough	East City Ditch	West City Ditch	Mill Slough	Shingle Creek	Downtown	No Basin	Public	Private
Manhole	1703	111	326	254	243	358	296	115	1159	544
Outfall	652	21	143	115	115	141	61	56	411	241
Control Structure	570	28	157	83	75	139	72	16	201	369
End Treatment	639	38	141	110	82	182	39	47	269	370
Inlet	8248	495	1667	1215	1562	2024	847	438	5148	3100
Pond	335	30	54	45	46	111	21	28	179	156
Culvert	100	3	19	23	23	13	6	13	88	12
Ditch	187	2	36	79	17	38	11	4	41	146
Pipe	10672	659	2156	1550	1869	2534	1226	678	4227	6445
Totals	23106	1387	4699	3474	4032	5540	2579	1395	11723	11383

This Phase II scope will include field review of the assets to update vertical elevations, horizontal location, structure type, pipe sizes and conditions. The updated information will be sufficient to accommodate future stormwater basin modeling and provide information useful to the City for maintenance considerations. The following sections describe the tasks required for Phase II field collection and database update for the Downtown basin.

Task 1: Database Preparation

This task will include coordination with the City to download the basin assets and update the GIS schema to the revised schema previously approved during the West City Ditch task. Additionally, Michael Baker staff will review the GIS elements using ArcGIS Pro to update any discrepancies in advance of the Task 2 field services.

Task 2: Field Survey

Our field survey approach will include updates to existing database assets located within the public right of way. The field data collection will be a two-phase approach as described below:

Task 2A: Phase I Field Asset Collection

The first phase of the field collection will be the initial field check performed by two-person teams using GIS-based applications with a GPS receiver to identify the horizontal and vertical location of the top of each structure. These teams will be using the Collector mobile app to identify the structure location and elevation and the GIS-based Survey 123 mobile app to complete customized forms related to the asset attributes. This initial phase will identify the structure type; location and elevation of the structure top; structure condition; and will include representative pictures. This information will be uploaded in the field in real time to the Michael Baker's AGO database for subsequent upload to the City's GIS platform. This task will also include office time for an experience stormwater engineer to coordinate, troubleshoot and review the work of our field collection teams.

The Phase I workflow will begin with developing base maps from Michael Baker's AGO account for use by the field teams. A task lead for Michael Baker will identify in advance (on a daily or routine basis) the locations that each Phase I field crew will visit. To locate the assets the Phase I field crew will use the mobile Collector app and coordinate in advance with the task lead on their assigned locations and field assets for each day. When the field crew locates an asset, they will first update the horizontal location and vertical elevation (top) and spray a dot on the structure at the location the measurement was taken. The vertical and horizontal information will be updated with a GPS-based receiver (with RTK accuracy) that the field crew will have with them. All vertical elevations will be referenced to the NAVD88 vertical datum. The magnitude of this effort is detailed in the attached cost breakdown.

The Phase I field assessment will include all assets and will proceed from the farthest upstream point to the outfall for each system. As the field teams progress downstream, they will field verify if any additional assets need to be collected and added to the database. In addition to our field check our task lead will review each of these systems, using aerial images and/or as-builts, to identify any new assets to be added. Any new assets identified by the task lead will be added to the field maps prior to their field investigation of that area.

Task 2B: Phase II Field Asset Collection

Following the Phase I field collection we will initiate the Phase II field data collection with the support of our surveyor teaming partner Johnston's Surveying. This second phase of field data collection will include teams of 2-person survey crews to collect measurements from the top of the structure to the pipe flowlines and/or structure bottoms; referred to as measure downs. This team will also collect pipe size measurements, assess the condition inside the structure including the pipes, and take photos. The measure downs will be converted to pipe flow elevations in the field and this information along with the asset attribute forms and pictures will be uploaded in real time to Michael Baker's AGO database. A Michael Baker field representative will accompany the survey team to enter the data within the asset forms for upload to the database. The survey teams will be required to keep logbooks for each structure which will be archived and used for quality control.

The Phase II collection teams will include a lead surveyor, a survey assistant and a stormwater inspector. These teams will upload field maps using the mobile Collector application. These field maps will be prepared and coordinated in advance by one of Michael Baker's task leads and will include the data updates from the Phase I field collection task. The field team will locate the assets using the collector device and once at the asset location the surveyor will remove the top and collect the measure down data. The stormwater inspector at the same time will collect pictures of the inside of the structure and assess the condition of the structure

and the pipes, pending visibility. The inspector will then convert the measure down data to elevations (in NAVD88 datum) and upload the elevations; pipe sizes and materials; and condition assessment using the Survey123 application which will be integrated with the Collector application. While the inspector is uploading the asset attributes to the Michael Baer's AGO database the surveyor will prepare a log of the asset details which will be provided to the Michael Baker representative to be archived and referenced for quality control. The magnitude of this effort is provided in the attached cost breakdown.

Task 3: Office Support

Michael Baker will provide office support with a task lead to support the Field Survey teams for each of the four phases of the field collection including the Phase I and Phase II Structures. The daily and overall magnitude of this effort is included in the attached cost breakdown.

Task 4: Quality Control

Michael Baker will provide a robust quality control program with an experienced stormwater task lead. Quality control tasks will include backchecks of all the structures using online aerial maps such as Google Earth, spot field checks by an experienced stormwater engineer, and comparison with as-built plans. Additionally, survey logbooks will be archived and referenced to provide quality control of structure and pipe elevations.

TASK 5: Project Management

This task includes Project Management services to manage the project, coordinate and document meetings, address administrative issues and deliverables with City staff and within the Michael Baker team. Our Project Manager will provide written agendas and minutes for meetings as well as prepare and conduct presentations as requested by the City.

TASK 6: Expenses

Michael Baker will accrue expenses which are unique to the nature of this project. These expenses include costs for local survey subscriptions, monthly Wi-Fi hotspots and travel. These expenses are detailed on our attached cost breakdown.

SCHEDULE AND FEE

Michael Baker proposes the following schedule and fee to update the stormwater assets for the Downtown basin. There are 1,353 asset total touchpoints within the Downtown basin as recorded in the current asset database; however, this proposal is just for the 1,072 touchpoints located within the public right of way. The attached fee breakdown shows the associated costs for collecting the data for these assets.

We propose to complete this task within 6 to 8 months of Notice to Proceed with an estimated fee of \$270,753. This schedule is assuming 1 month of upfront office work to download and update the GIS schema and asset connectivity, followed by 4 to 6 months of field work (pending weather and access), followed by 1 month of quality control and then upload to the City. The fee breakdown is attached.

**ALTERNATIVE 1 FEE BREAKDOWN
DOWNTOWN BASIN ASSETS - PUBLIC ASSETS ONLY - NO CONTINGENCY**

Downtown Basin																										
Subtasks	Number of Touchpoint s	Structure s Per Day	Total Team Field Days	No. of Field Teams	Net Field Days	No. of Staff per Field Team	Total Field Staff Per Day	Person Field Hours Per Day	Total Office Staff Per Day	Person Office Hours Per Day	Comments	Michael Baker and Johnston's Surveying Staff Hours by Contracted Rate Categories										Total Hours	Loaded Labor Cost	Direct Costs	Total Cost	
												Principal	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Designer	Subconsultant	2-man Crew	Principal Surveyor					Administrative Assistant
1) Database Preparation												\$287.00	\$171.18	\$268.40	\$224.09	\$147.59	\$98.39	\$123.57	\$160.00	\$180.00	\$77.72		86	\$13,223	\$0	\$13,223
Subtask 1 Totals												0	2	4	0	80	0	0	0	0	0	0	86	\$13,223	\$0	\$13,223
2) Field Survey																										
2A) Phase I MBI Asset Collection	1072	25	43	2	21	2	4	8			split time between designer and proj eng					343		343					686	\$93,019	\$0	\$93,019
2B) Phase II Surveyor Assets	1004	20																	402				402	\$64,256	\$0	\$64,256
2C) Phase I MBI Asset Collection	1004	20	50	2	25	1	2	8			split time between designer and proj eng					201		201					402	\$54,449	\$0	\$54,449
Subtask 2 Totals					47							0	0	0	0	544	0	544	0	402	0	0	1489	\$211,724	\$0	\$211,724
3) Office Support																										
3A) Phase I Asset Collection	1072	25	43	2	21				1	3	3 hrs/day for engineer					64							64	\$9,493	\$0	\$9,493
3B) Phase II Asset Collection	1004	20	50	2	25				1	3	3 hrs/day for engineer					75							75	\$11,114	\$0	\$11,114
Subtask 3 Totals												0	0	0	0	140	0	0	0	0	0	0	140	\$20,607	\$0	\$20,607
4) Quality Control																										
4A) Phase I	1072	25	43	2	21				1	1	1 hr/day					21							21	\$3,164	\$0	\$3,164
4B) Phase II	1004	20	50	2	25				1	1	1 hr/day					25							25	\$3,705	\$0	\$3,705
4C) Database Upload																4		4	0				8	\$1,581	\$0	\$1,581
Subtask 4 Totals												0	4	0	4	47	0	0	0	0	0	0	55	\$8,450	\$0	\$8,450
5) Project Management											6 months X 12 hours/month					72							72	\$12,325	\$0	\$12,325
Subtask 5 Totals												0	72	0	0	0	0	0	0	0	0	0	72	\$12,325	\$0	\$12,325
6) Expenses																										
Monthly Survey Subscription (5 months)											\$160/month x 2 x 5 months														\$1,600	\$1,600
Monthly Wifi Hotspot											\$50/month x 2 teams x 5 months														\$500	\$500
Mileage											2 teams x 43 days plus 2 team x 50 trips = 186 trips x 25 mi round														\$2,325	\$2,325
Subtask 6 Totals												0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$4,425	\$4,425
GRAND TOTALS												0	78	4	4	810	0	544	0	402	0	0	1841	\$266,328	\$4,425	\$270,753

ITEM 7.E

Acceptance of CDBG-MIT funds through the State of Florida, Department of Economic Opportunity for the Woodside Drainage Improvement Project

Request

Approval to accept \$3,400,000 in CDBG-MIT funds awarded for the construction of the Woodside Drainage Improvement project and to amend the budget accordingly.

Explanation

The City of Kissimmee was awarded \$3,400,000 in Community Development Block Grant Mitigation (CDBG-MIT) Program funds to upgrade the drainage system in the Woodside Drive Service Area. After the events of Hurricane Irma, the Woodside Drive service area was identified as a priority by the City due to the significant flooding it sustained. The current stormwater system cannot adequately drain floodwaters, putting homes at risk and disrupting transportation. The limits of the project improvements are within the Woodside Development (The Park at Sorrento) and extend from Heron Ditch to Shingle Creek.

The project will focus on repairing the already existing drainage system in place. The project will be clearing, excavating, and stabilizing existing infrastructure while installing new inlets, drainage pipes, and repaving sidewalks. This will increase the drainage capacity of the stormwater system. This project has been fully planned and designed. The City previously received \$500,000 from the Florida Department of Environmental Protection for design services. Construction will begin within approximately 9 months of the execution of contract and be completed within approximately 15 months thereafter.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334-334490	TBD	Increase	\$3,400,000	
15145206-506393		Increase	\$3,400,000	

Financial Summary:

This project is fully funded through the CDBG-MIT grant.

Recommendation

Staff recommends approval to accept \$3,400,000 in CDBG-MIT funds for the construction of the Woodside Drainage Improvement project and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. FDEO Grant Agreement for Woodside Drainage Improvement

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and the City of Kissimmee (hereinafter referred to as the “Subrecipient”) each individually a “Party” and collectively “the Parties”.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as

Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this

Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Brittany Carr
 107 E Madison St
 Tallahassee, FL 32399
 850-921-3258
 Brittany.Carr@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ashley Willis
 101 Church Street
 Kissimmee, FL 34741
 407-518-2177
 Ashley.Willis@kissimmee.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
- Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed ***Three Million Four Hundred Thousand Dollars*** (\$3,400,000.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of

public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a

person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

~ Remainder of this page is intentionally left blank ~

State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF KISSIMMEE		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	Signature Olga Gonzalez	By	Signature Dane Eagle
Title	Mayor	Title	Secretary
Date		Date	
Federal Tax ID #	596000348		
DUNS #	070481952		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) include towns, cities, counties and villages. Eligible Activities include projects that demonstrably increase community resilience. The following types of infrastructure projects are encouraged:

1. Restoration of critical infrastructure
2. Renourishment of protective coastal dune systems and state beaches
3. Building or fortifying buildings that are essential to the health, safety and welfare of a community
4. Rehabilitation or construction of stormwater management systems
5. Improvements to drainage facilities
6. Reconstruction of lift stations and sewage treatment plants
7. Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION:

The City of Kissimmee was awarded \$3,400,000 in CDBG-MIT funds to upgrade the drainage system in the Woodside Drive Service Area. After the events of Hurricane Irma, the Woodside Drive service area was identified as a priority by the City due to the significant flooding it sustained. The current stormwater system cannot adequately drain floodwaters, putting homes at risk and disrupting transportation. The Woodside Drive service area is an essential community for affordable housing and this project will ensure the community remains viable.

The project will focus on repairing the already existing drainage system in place. The project will be clearing, excavating, and stabilizing existing infrastructure while installing new inlets, drainage pipes, and repaving sidewalks. This will increase the drainage capacity of the stormwater system. Approximately 3,410 units will benefit from this project. 56% of these units are considered low-and-moderate income.

This project has been fully planned and designed. The City of Kissimmee previously received \$500,000 from the Florida Department of Environmental Protection for design services. Construction will begin within approximately 9 months of the execution of contract and be completed within approximately 15 months thereafter.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval within forty-five (45) days. The staffing plan must include the following:
 - 1) Organizational Chart; and
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 - 2) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 - 3) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 4) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) business days prior to posting as detailed in Section (17) of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
 - 1) A revised detail report measuring the actual cost versus the projected cost;
 - 2) An updated Attachment C which documents any changes to the projected progress along with justification for the revision.
- J. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- K. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1) Submit updated organization chart on a quarterly basis with quarterly report;
 - 2) If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline;

- 3) A progress report documenting the following information:
 - a) Accomplishments within the past quarter;
 - b) Issues or risks that have been faced with resolutions; and
 - c) Projected activities to be completed within the following quarter.
- L. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C-Activity Work Plan. If Subrecipient is unable to meet a deadline with thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
- M. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- N. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1. Professional services to the City for technical assistance and program management (Davis-Bacon review, Section 3 activities).
2. Environmental review, administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
3. Grant management to include invoicing, record keeping, prepare and award bids to vendors.
4. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to DEO

B. Deliverable No. 2 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Site preparation;
2. Clearing and excavating of existing structures;
3. Purchase and installation of inlets and drainage pipes;
4. Purchase and installation of sidewalk repaving material; and
5. Demobilization and construction clean up.

5. DEO RESPONSIBILITIES:

1. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
2. Assign a Grant Manager as a point of contact for Subrecipient
3. Review Subrecipient's invoices described herein and process them on a timely basis
4. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient

6.DELIVERABLES:

Deliverable No. 1 – Project Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall provide project implementation activities as identified in Section 4.A.1-4, which shall be reimbursed upon satisfactory completion of an eligible task as detailed, as identified in this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task as identified in Section 4.A. as evidenced by submittal of the following documentation: 1) Summary of Environmental Review administrative activities performed (if applicable); 2) Invoice package in accordance with section 6 of this Scope of Work.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost: \$170,000.00		
Deliverable No. 2 – Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete task as detailed in Section 4.B. above of this Scope of Work.	Subrecipient may request reimbursement upon completion activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted DEO form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost: \$3,230,000.00		
Total Project Costs Not to Exceed \$3,400,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 6 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the

Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

6. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Grant Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____

Contract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (<i>Example Activities</i>)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (<i>Example Activities</i>)													
3. Public Facilities Program – Unified Service Center (<i>Example Activities</i>)													
4. Infrastructure Program (<i>Example Activities</i>)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	Administration												
6.	Planning												
	Totals:												

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall

be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c.. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:
 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures.

In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in CDBG-MIT-funded contracts of \$100,000 or more:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

~ Remainder of this page is intentionally left blank ~

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):

Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$3,400,000
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Kissimmee was awarded \$3,400,00 in CDBG-MIT funds to upgrade the drainage system in the Woodside Drive Service Area.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

- 1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
- 2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
- 3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
- 4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
- 5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

FEIN:	Subrecipient's Fiscal Year:
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Contact Name:	Contact's Phone:
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Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323 – Procurement of Recovered Materials.

(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between The City of Kissimmee hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

CITY OF KISSIMMEE		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	Signature Mike Steigerwald	By	Signature Dane Eagle
Title	City Manager	Title	Secretary
Date		Date	

ITEM 7.F

Request to Approve Utility Easement to Toho Water Authority Relating to Osceola County's Bill Beck Boulevard - Segment B Roadway Improvement Project

Request

This is a request for a Commission approval of a utility easement granted from the City of Kissimmee to Toho Water Authority in order to put in proper utilities necessary for the Bill Beck Boulevard - Segment B Roadway Improvement Project.

Explanation

The City is dedicating an approximately ten (10) foot water utility easement to the Toho Water Authority to help complete the expansion and improvement of Segment B of the Bill Beck Boulevard County expansion project.

Recommendation

Staff recommends approval of the amended easement with TWA.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. Utility Easement to TWA - Bill Beck Blvd. Segment B

THIS INSTRUMENT PREPARED BY:
Kalanit Oded, Deputy City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

UTILITY EASEMENT

(From City of Kissimmee to Tohopekaliga Water Authority)

THIS UTILITY EASEMENT is made this 15th day of March, 2022, between, **CITY OF KISSIMMEE**, a Florida Municipal Corporation, whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter the "GRANTOR"), as grantor, and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, FL 34741, (hereinafter "GRANTEE"), as grantee.

WITNESSETH:

THAT the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable considerations, to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the GRANTEE an easement for purposes of ingress and egress to and installing, maintaining, repairing or restructuring water and waste water utilities over, under, and across the following described real property, located and situate in the County of Osceola, State of Florida, to wit:

**See Legal Description and Sketch
attached hereto as Exhibit "A"
and incorporated herein by reference;**

(hereinafter, the "Easement").

GRANTOR may continue to use the surface of the easement areas for any lawful purposes that do not unreasonably interfere with the GRANTEE's easement rights granted herein including the right to improve the easement areas, which improvements may include parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles upon notice to and written approval from TWA.

The use of the utility easement granted herein does not run to the public and no rights hereunder are granted or approved except for the purposes and use by GRANTEE, and its agents, successors and assigns solely for the uses and purposes stated herein.

GRANTEE will, at its sole cost and expense, restore the surface of all disturbed areas on the utility easement to their original condition as nearly as is reasonably

practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, replacement or removal of the water and wastewater utilities and associated facilities described above or other exercise by the GRANTEE of its rights under this Easement.

GRANTOR shall not place any permanent buildings or foundations on, over, or across the Easement. GRANTEE shall have the right and authority to clear the easement area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of facilities existing within the easement. However, GRANTEE shall not be authorized to take any action which impairs the function and/or operation of the water retention structure placed within the Easement.

GRANTOR warrants that it is the record owner of the land, and has the power and authority to grant this easement.

By delivery and acceptance hereof, the Parties and their successors intend to and shall be bound by the terms and conditions hereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand and seal this day and year first above written.

Signed, Sealed and Delivered in Presence of:

By:
CITY OF KISSIMMEE

Witness #1 Signature

(AUTHORIZED SIGNATORY)

Printed Name of Witness # 1

Witness #2 Signature

(SEAL)

Printed Name of Witness #2

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of ☐ physical presence or ☐ online notarization, by _____, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

The foregoing easement is accepted and agreed to by **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, this ____ day of _____, 2022.

Name: _____
Title: _____

**SKETCH OF DESCRIPTION
TWA & KUA EASEMENT**
SEE SHEET 2 OF 2 FOR SKETCH



LEGAL DESCRIPTION:

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 South, Range 29 East, Osceola County, Florida being more particularly described as follows:
 BEGIN at the Northeast corner of Lot 134, WESTWOOD FOREST, as recorded in Plat Book 6, Pages 28 and 29 of the Public Records of Osceola County, Florida; thence run S89°35'28"E, along the North line of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 South, Range 29 East, a distance of 45.38 feet to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 495.67 feet and a Central Angle of 56°08'30"; thence run Southeasterly along the arc of said curve, also being the proposed West Right of Way line of Bill Beck Boulevard, a distance of 485.69 feet (Chord Bearing = S47°24'05"E, Chord = 466.49 feet) to the Point of Tangency; thence, continuing along said proposed West Right of Way line, run S19°19'50"E, a distance of 376.41 feet; thence run N89°41'52"W, a distance of 21.23 feet; thence run N19°19'50"W, a distance of 369.27 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 475.67 feet and a Central Angle of 55°51'12"; thence run Northwesterly along the arc of said curve, a distance of 463.69 feet (Chord Bearing = N47°15'26"W, Chord = 445.55 feet); thence run N89°59'51"W, a distance of 42.75 feet to a point on the East line of the aforementioned Lot 134; thence run N00°12'12"E, along said East line, a distance of 20.29 feet to the POINT OF BEGINNING.

Containing 17,838 square feet or 0.41 acres, more or less.

SURVEYOR'S NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE NORTH LINE OF THE NE 1/4 OF THE NE 1/4, SEC. 11-25-29 AS S89°35'28"E.
- 2.) THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT A BOUNDARY SURVEY.
- 3.) NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **CONSOR ENGINEERS, LLC**

DATE	11/19/2020	REVISIONS
SCALE	1" = 200'	
SECTION	11	
TWP.	25 S., RNC. 29 E.	
JOB NO.	20-053	SHEET 1 OF 2

**JOHNSTON'S
SURVEYING INC.**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

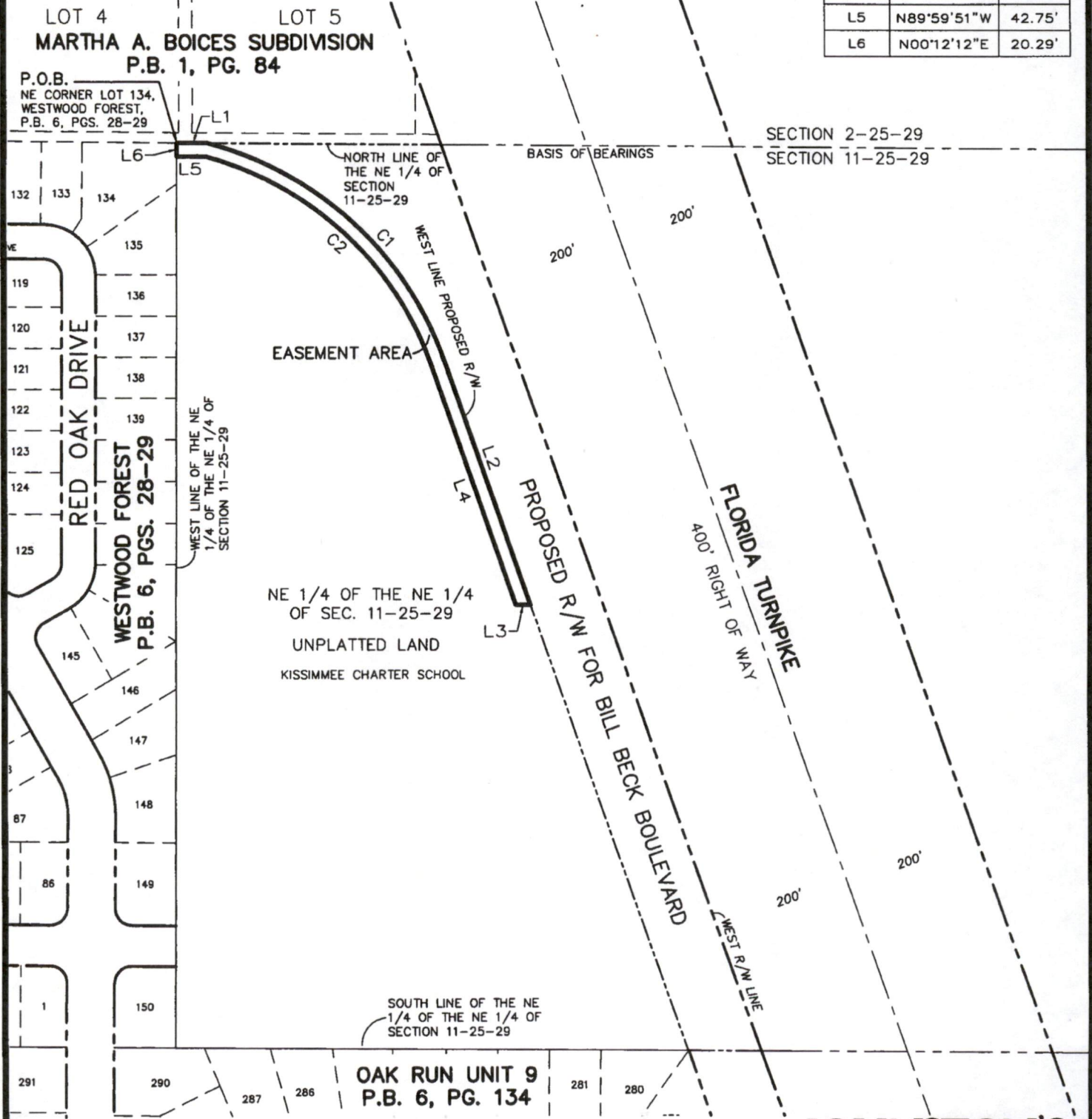
[Signature] 11/20/20
 RICHARD D. BROWN, P.S.M. #5700 (DATE)
 NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.



SKETCH OF DESCRIPTION TWA & KUA EASEMENT SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 200'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°35'28"E	45.38'
L2	S19°19'50"E	376.41'
L3	N89°41'52"W	21.23'
L4	N19°19'50"W	369.27'
L5	N89°59'51"W	42.75'
L6	N00°12'12"E	20.29'



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	495.67'	56°08'30"	485.69'	S47°24'05"E	466.49'
C2	475.67'	55°51'12"	463.69'	N47°15'26"W	445.55'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
SHEET 2 OF 2

ITEM 8.A

Appointments to the MetroPlan Orlando Board of Directors and Community Advisory Committee

Request

Staff requests Commission direction regarding the appointment of a non-voting airport representative to the MetroPlan Orlando Board of Directors and the citizen representative to MetroPlan's Community Advisory Committee.

Explanation

Staff was recently notified by MetroPlan Orlando of the need for the Commission to consider new appointments for the following positions:

- 1) MetroPlan Board of Directors - Kissimmee Gateway Airport representative (non-voting): with dissolution of the City's Airport Advisory Board, MetroPlan has informed us that City's appointee should be affiliated with the airport through its governing body (City Commission), administration, or its airport staff. This position represents the airport's interest in transportation planning and funding matters before the Board.

The Commission's current appointee, Mr. Tom Kapp, has no formal affiliation with the airport. As a result, staff requests Commission consideration to appoint either a City Commissioner or the City's Airport Director to this position.

- 2) MetroPlan Community Advisory Committee - At-Large citizen representative: MetroPlan has informed us that the Commission's current appointee, Mr. Edmund Cid, has not attended a committee meeting in over a year. This position represents the voice of the citizens of Kissimmee on transportation planning matters. As a result, staff requests that the Commission consider replacing Mr. Cid with a new citizen representative to the committee. The Commission may consider Mr. Kapp for this position or seek new candidates for consideration.

Recommendation

Staff recommends that the Commission make new appointments for the airport representative on the MetroPlan Orlando Board of Directors and the citizen representative on the MetroPlan Community Advisory Committee.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (2022) MPO Amanda Wilkerson Updated Application (03-09-2022)
2. (2022) MPO Bryant Coleman Update Application (3-10-2022)
3. (2021) 07-15-2021 MPO and OCLCB Kimberly McEachern (Osceola County (07-15-2021)
4. (2015) 11-02-2015 MPO _ HPB _ PAB Joni Dougherty Application (11_02_2015) _ Requested Updated Application 3_9_2022

City of Kissimmee

Linda Hansell

From: notifications@zohoforms.com
Sent: Wednesday, March 9, 2022 1:53 PM
To: Melissa ZayasMoreno; CITY CLERK
Subject: Advisory Board Application: Amanda Wilkerson
Attachments: AdvisoryBoardMemberApplication.pdf; Wilkerson_CV_Updated_Spring_2022.pdf

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Amanda Wilkerson has been submitted. The application has requested to serve on the following boards: (1) MetroPlan Citizen Advisory Committee and (2) MetroPlan Citizen Advisory Committee.

Name : Amanda, Wilkerson
Address : 603 Stanford Lane, Kissimmee, Florida, 34744, United States
Phone : 8503211106
Alternate Phone :
Email : avw@amandawilkerson.com
Name of Employer : University of Central Florida
Employer City : Orlando
Business Phone : 407-823-2000
Please select an alternate advisory board you wish to serve on. : MetroPlan Citizen Advisory Committee
Please select the primary advisory board you wish to serve on. : MetroPlan Citizen Advisory Committee
Are you a resident of the City of Kissimmee? : Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee? : No, I do not own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on. : I am actively involved in providing diverse, collaborative, and creative leadership for community groups in and around central Florida. I work for, to name a few, the NACCP's Osceola Branch in Kissimmee, where I provide my knowledge and skills to the education committee. In addition, I am asked to develop grant proposals that require collaborating with federal programs to help local organizations. To date, I am the recipient of the prestigious National Science Foundation Grant.
Do you have any special skills or certifications? : As a highly qualified academic, I have a variety of talents and professional qualifications that will benefit the work I endeavor to do with the City of Kissimmee. First and foremost, I am an accomplished grant writer. That aforementioned competence is bolstered by my grant writing certification. I hold a doctorate in higher education and policy studies and have authored 22 research publications on how to approach community participation holistically in order to enhance student achievement. In addition, I have given presentations at national and international conferences where my knowledge on vital community involvement programs has been sought.
Are you a member of any of the following minority groups? : African American
Are you physically disabled? : No, I am not physically disabled.

Please attach your resume or : Wilkerson_CV_Updated_Spring_2022.pdf
proof of qualification and/or
licenses.

City of Kissimmee Advisory Board Member Application

Name *

Amanda

First

Wilkerson

Last

Address *

603 Stanford Lane

Street Address

Kissimmee

City

Florida

State/Region/Province

34744

Postal / Zip Code

United States

Country

Phone *

8503211106

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

avw@amandawilkerson.com

Name of Employer *

University of Central Florida

Employer City

Orlando

Business Phone

407-823-2000

Please select an alternate advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

Please select the primary advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

I am actively involved in providing diverse, collaborative, and creative leadership for community groups in and around central Florida. I work for, to name a few, the NACCP's Osceola Branch in Kissimmee, where I provide my knowledge and skills to the education committee. In addition, I am asked to develop grant proposals that require collaborating with federal programs to help local organizations. To date, I am the recipient of the prestigious National Science Foundation Grant.

Do you have any special skills or certifications?

As a highly qualified academic, I have a variety of talents and professional qualifications that will benefit the work I endeavor to do with the City of Kissimmee. First and foremost, I am an accomplished grant writer. That aforementioned competence is bolstered by my grant writing certification. I hold a doctorate in higher education and policy studies and have authored 22 research publications on how to approach community participation holistically in order to enhance student achievement. In addition, I have given presentations at national and international conferences where my knowledge on vital community involvement programs has been sought.

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☒ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☐ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.

 Wilkerson_CV_Updated_Spring_2022.pdf

CURRICULUM VITAE

AMANDA WILKERSON

University of Central Florida

Higher Ed. | Student Personnel

College of Community Innovation and Education Orlando, Florida
32816

Telephone: (407) 513-2758

E-mail: amanda.wilkerson@ucf.edu

EDUCATIONAL BACKGROUND

- Aug 2016 Doctorate in Higher Education
University of Central Florida
College of Education and Human Performance
- Dissertation Title: *Access and student success: An examination of the
perceptions and experiences of first-year seminar
professionals at Florida Historically Black Colleges and
Universities*
- May 2006 Master of Science (M.S.), in Political Science
Florida A&M University
- May 2002 Bachelor of Science (B.S.), Major: *Political Science*, Minor: *Law*
Florida A&M University

ACADEMIC POSITIONS

Assistant Professor (tenure-earning) University of Central Florida
(2019—present) Higher Education
College of Community Innovation and Education
Orlando, Florida 32816-1250

Responsibilities include teaching graduate level courses (2/2 teaching load); developing a doctoral course focused on community engaged research; serving on dissertation committees; maintaining an active research agenda and dissemination of scholarly publications; securing external funding; and participating in professional, university, college, school, and programmatic related service.

Visiting Scholar (research) Rutgers University
(2018-present) Graduate Sch. Of Education
Samuel DeWitt Proctor Institute
New Brunswick, New Jersey

Responsibilities consist of developing research material to include national reports, scholarly publications primarily focused on minority serving institutions; working under the tutelage of Dr. Marybeth Gasman expert HBCU researcher.

EDUCATIONAL EXPERIENCE

2010-2012 U.S. History Teacher
 Horizon Middle
 Kissimmee, Florida

Research Interest & Foci

- Educational Community Partnership: Explicating affirmative practices, policies, and organizing methods that improve community partnerships and involvement in student success.
 - Innovative Pedagogic Practices: Examining culturally relevant pedagogic approaches that develop, support, and or sustain equity competencies for instructional professionals.
 - Educational Success for Minoritized Students: Re-imagining destigmatizing strategies for students living and learning within urban educational ecosystems.
-

Books

20. Chapman, D., & **Wilkerson A.** (2020). *Student to scholar voices: Mentoring underrepresented scholars of color*. New York: Springer Press.
19. **Wilkerson, A.** & Samuels. (Accepted). Best Practices and Programmatic Approaches for Mentoring Educational Leaders.” Hershey: IGI Global.

Books Chapters (peer-reviewed)

18. Hodge, L., Stanislaus, E., & **Wilkerson, A.** (2021) *Click to Connect: An Ethic of Care Approach to Serving First-Generation Students Online*. In Bonous (Eds.), *Tale of two cities in one system: Bridging marginality in higher education*.
17. **Wilkerson, A.**, Colon, Z. (2021) *Community learning exchange: Uniting urban communities and school leaders to improve teacher education preparation in K-12 Title 1 urban schools*. In Chandler & Barron (Eds.), *Re-thinking School-University Partnerships: A new way forward*. Information Age.
16. West-White, C. & **Wilkerson, A.** (2020). *African American Parents and Decision Making*. In V. Gubnitskaia & C. Smallwood (Eds.), *Homeschooling and libraries: New solutions and opportunities*.

15. **Wilkerson, A.** (2019). *Steps towards a leap of faith: The journey of a female, working class, African American adult learner's road to the professoriate*. In A. Benoit & K. Stevens (Eds.), *Leaps of Faith: Stories from Working Class Scholars*.

Publications in Refereed Journals

National & International Refereed Journals

14. Marsh, L.T. & **Wilkerson, A.** (2021). Critical vigilance, counter-discourses, and counter-conduct: White Teachers attempt at resistance at one "no-excuses" urban charter school. *Teachers and Teaching*. (<https://doi.org/10.1080/13540602.2021.1933418>).
13. Samuels, S., **Wilkerson, A.** & Dacres, S. (2021). Why they struggle to stay: Black Women Educators reflect on the state of Teachers. *The Clearing House: A Journal of Educational Strategies, Issues, and Ideas*. (<https://doi.org/10.1080/00098655.2021.1907145>)
12. **Wilkerson, A.**, Stanislaus, E. & Hodge, L. (2021). Teaching First Year Seminar: The hidden curriculum of culture, history, and heritage at Historically Black Colleges and Universities. *Race and Pedagogy Journal: Teaching and Learning for Justice*. (<https://soundideas.pugetsound.edu/rpj/vol5/iss2/5/>)
11. **Wilkerson, A.**, Krsmanovic, M. & Stanislaus, E. (2021) Culturally Relevant Pedagogy as a Teaching Strategy: A Case Study of HBCU First-Year Seminar Pedagogical Practices. *Journal of The First-Year Experience & Students in Transition*. (<https://www.ingentaconnect.com/contentone/fyesit/fyesit/2021/00000033/00000002/art00003>)
10. **Wilkerson, A.**, Julio, M., Ceballos, M. (2021) Pedagogic practice as a form of social justice: Exploring conceptions of engaged pedagogy among Florida HBCUs. *Florida Journal Educational Research*.
9. Stanislaus, E., Hodge, L., **Wilkerson, A.** (2021) COVID-19: How will underrepresented groups fair in the job market? *Journal of Underrepresented and Minority Progress*.
8. **Wilkerson, A.**, Marsh, L.T., & Hodge, L. (2021) Encoding and decoding social justice teaching practices: A case study of a Latinx pre-service teacher in urban schools. *Journal of Urban Teaching and Learning*. (<http://julttr.online/index.php/julttr/issue/view/1/7>)
7. Marsh, L.T. & **Wilkerson, A.** (2021) Critical Vigilance, Counter-Conduct and Counter-Discourses: White Teachers' Attempt at Resistance at One "No Excuses" Urban Charter School. *Teachers and Teaching: Theory and Practice*. (<https://doi.org/10.1080/13540602.2021.1933418>)
6. Samuels, S., **Wilkerson, A.**, Watkins, W., & Chapman, D. (2021) Towards a conceptualization: Considering micro-affirmations as a form of culturally relevant pedagogy and academic growth for K-12 underserved student populations. *Journal of Negro Education*. (<https://www.jstor.org/stable/10.7709/jnegroeducation.89.3.0298>)
5. Hodges, L. **Wilkerson, A.**, Stanislaus, E. (2020) How can we help you? An exploration of what institutional websites reveal about first-generation support service. *Metropolitan*

Universities Journal. (<https://doi.org/10.18060/23360>)

4. **Wilkerson, A.**, Samuels, S. & Hodges, L. (2020) Out of the classroom, into the field: Re-framing field experiences for urban pre-service teachers. *Journal of Underrepresented & Minority Progress*. (<https://doi.org/10.32674/jump.v4i1.1158>)
3. **Wilkerson, A.**, Sims-Chapman, D., Bennet, J. & Carroll, P. (2019) Shifting our focus: Collaborating with urban communities to support African American students. *Journal of Urban Education Research and Policy Annuals*. (<https://journals.uncc.edu/urbaned/article/view/912>)
2. Hodge, L. Stanislaus, E., **Wilkerson, A.** (In Press) Make space for us: An exploration of Black college women fictive kinship. *Open Cultural Studies Journal*
1. **Wilkerson, A.**, & Samuels, S. (In Press) Workforce development, higher education institutions, and urban communities: Opportunities, obstacles, and observations. *Journal of Negro Education*.

Articles Submitted for Publication in Refereed Journals

- Wilkerson, A.**, Marsh, L.T., Hodge, L., Stanislaus, E, Glover, M., & Cowan, D. Towards conscientization: An examination of spirituality, education, and police practices in the age of Black brutality. *Dialogues in Social Justice*. (Revise & Resubmit).
- Marsh, L.T., **Wilkerson, A.**, & Colon, Z. Taking Responsibility: Institutional Agents of Color (Re)imagine Collaboration That Centers Community Stakeholders in University-Community Partnerships. *Community Development*. (Revise & Resubmit).
- Hodge, L. & **Wilkerson, A.** Ring the alarm: An exploration of supervision, job satisfaction, and well-being of housing professionals at a minority serving institutions. *The Journal of College and University Student Housing* (Revise & Resubmit)
- Samuels, S. & **Wilkeson, A.** Black Women Scholars in Academia: Mentorship and Microinvalidation. (Revise & Resubmit)
- Samuels, S. **Wilkerson, A.** & Acquaye, H. Black Women teachers, fugitive pedagogy and Brown v. Board: Freedom through resistance during Covid-19. *Teacher College Record* (Submitted for Review).
- Wilkerson, A.**, Samuels, S., & Bello, P. Fugitive pedagogy and teaching at historically Black colleges: Comprehending the critical need for reimagining instruction as a vital form of student support. *Journal of Diversity in Higher Education* (Submitted for Review).

Non-Refereed Publications (Selected)

Wilkerson, A. (2021) [A Call for Community](#). Osceola News-Gazette.

Gasman, M., Jones, B. Smithers, T., Hardaway, A., Griffin, T., Alkurdi, J.,
Wilkerson, A., Brinker, D. Trinh, T. & Tedesco, J. (2021) The power of
 Black Women Student Voters Report.
https://cmsi.gse.rutgers.edu/sites/default/files/BlackWomenVote_R4.pdf

Jones, B., Lo, P., **Wilkerson, A.** Xu, A., Hall, L., Cooper, K., Gonzalez, S., Gasman,
 M. (2020) [Modeling Inclusion: HBCUs and LGBTQ+ Support. CMSI
 Research Report](#).

Wilkerson, A., (2020). [Who Will Be the Educational Architects After COVID-19.](#)
DiverseEducation. April 30.

Wilkerson, A., (2019). [The Nature of Faculty Impact at Historically Black Colleges
 and Universities](#). MSIUnPlugged.

Wilkerson, A. (2019). [Cookman Wildcats, Community or Chaos?](#) MSIUnPlugged

Media Coverage

AACTE Ed Prep. [Member Spotlight: Amanda Wilkerson](#). Featured January 2022.

UCF Today. [New Study Examines Political Socialization at Historically Black Universities](#).
 Featured October 2021.

CCIE News. [UCF Researchers Awarded Grant to Study Impacts of Culturally Relevant Political
 Messaging](#). Featured September 2022.

UCF Today. [UCF Study Finds University Websites Lack Easy Access for First-Generation
 Students](#). Featured April 2020.

Grant and External Funding (179,500.00 awarded)

Campbell, L. (PI), Marsh L.T., **Wilkerson, A.** & Eadens, D. **Submitted**, 2021 (Co-Principal
 Investigator). Racial Equity: *ReImagining STEM Education: A Participatory 360-degree
 Community View of Racial Inequities for Racial Equity in STEM Education*. National
 Science Foundation. \$ 2,000,000.

Wilkerson, A. (Principal Investigator). **Awarded** 2021.
Culturally Relevant Messaging and the Political Socialization of HBCU Students.
 National Science Foundation, Washington, D.C. \$122,000.00
 Research Credit: Wilkerson
 Fast Lane Proposal Number: 2116552

Marsh, L. T., Lee, YJ, & **Wilkerson, A. Unfunded**, 2021 (Co-Principal Investigator-In Preparation). *Re-W.I.R.E. #WhatIsRacialEquity? Racial Healing and Empowerment for Social Change*. Kellogg Foundation.
\$20,000,000.00

Eadens, D., Sandoval, J., **Wilkerson, A., Unfunded**, 2021 (Co-Principal Investigator-Submitted 2020). *Academic Educational Enrichment through Conflict Management Skills Mentoring in Early Childhood*. Spencer Foundation.
\$500,000.00

Wilkerson, A. & McLaren Turner, C. **Funded**, 2021 (Co-Principal Investigator). *Improving Transfer Student Learning and Academic Success Through Peer Academic Coaching*. UCF Seed Funding Special Initiative Award, Orlando, FL.
\$40,000.00

Eadens, D., Sandoval, J., **Wilkerson, A., Funded**, 2020 (Co-Principal Investigator). *Academic Educational Enrichment through Conflict Management Skills Development*. UCF Downtown Interdisciplinary Research Initiative.
\$12,500.00

Shillingford-Butler, A. **Wilkerson**, Gill, M. & Marsh L.T., **Funded**, 2020 (Co-Principal Investigator). *Understanding how multiply-marginalized Black youth and children make meaning of COVID-19*. APA Small Grant.
\$5,000.00

Professional Conferences International Proceeding

Samuels, S. **Wilkerson, A.** (2022, April). Fighting despite amputated spirits: Why Black women stay in the classrooms. (AERA), San Diego, California.

Mash, L.T., **Wilkerson, A.**, & Colon, Z. (2021, April). Taking Responsibility: Institutional agents of color. (Re)imagine collaboration that centers community stakeholders in university community partnership (AERA), Virtual.

Wilkerson, A., & Samuels, S. (2019, April). Theory and Practice of micro-affirmations and culturally relevant pedagogy in the English Language Arts Classroom. American Educational Research Association (AERA), Toronto, Canada.

National Proceedings

Wilkerson, A. (2022, March). Navigating the Job Market: From Application to Contract Negotiation. Holmes Scholars American Association of Colleges for Teacher Education (AACTE).

McLaren-Turner, C., **Wilkerson, A.**, & Johnson, J. (2021, November) Catalyzing Transfer Student Success Through Peer Academic Coaching. Association for Studies in Higher Education (ASHE).

Wilkerson, A. (2020). Teaching and learning through a DEI lens in times of COVID-19. Professional and Organizational Development (POD) Network in Higher Education. Virtual.

- Wilkerson, A.,** Chapman, D. (2020). Disrupting inequities and educating for change: Student to Scholar: Decoding and Encoding Challenges for Diversifying the Faculty Pipeline. AACTE Annual Meeting. Atlanta, Georgia.
- Wilkerson, A.,** Banks, D. & Stuart-Wells, A. (2020). Achieving equity in education systems. Indicators of education equity: Inquiry, evidence and impact. Institute for Urban and Minority Education Teachers College, New York City, New York.

State Proceedings

- Wilkerson, A.** (2020). Engaging the Community for Student Success and Family Support. UCF Teacher Quality Partnership.
- Wilkerson, A. & Hodge, L.** (2020). How Colleges and Universities Communicate with Vulnerable Students Through Their Websites. Florida Consortium of Florida Metropolitan Universities. Virtual.
- Wilkerson, A. & Hodge, L.** (2019). Out of the Classroom into the Field: Supporting High Needs Students Through Community Empowerment. Educational Strategies & Student Engagement Institute. Orlando, Florida.
- Wilkerson, A. & Hodge, L.** (2019). Voices of Urban Pre-Service Teachers. Sunshine State Teaching and Learning Conference. Daytona Beach Shores, Florida.

Invited Reviewer

- | | |
|------|---|
| 2021 | Reviewer Journal of Higher Education |
| 2020 | Proposal reviewer for the 2021 American Association of Colleges for Teacher Education Conference. |
| 2020 | Proposal reviewer for the 2021 American Education Research Association Education Conference. |

Editorial Board Experience

- | | |
|------|---|
| 2018 | Guest Editor, <i>Journal of Urban Education Research and Policy Studies</i> |
|------|---|

TEACHING AND SUPERVISION EXPERIENCE

Courses Taught:

University of Central Florida
College of Community Innovation and Education

EDH 6407: Ethical & Legal Issues in Student Personnel

A practitioner course surveying studies of ethical and legal issues in College Student Personnel. (*Graduate, face-to-face*) Summer 2020

EDH 6634: Student Personnel Services in Higher Education

A basic introduction to student personnel services which covers philosophy, history, functions, theory, and issues. (*Graduate, face-to-face*) Fall 2020

EDH 6047: Theories of College Student Development

Study of the composition of student populations in American colleges and universities and the theories and factors within the learning environment which support student development. (*Graduate, face-to-face*) Spring 2021

Teaching Enhancement Activities**2021 Team Based Learning Cohort**

University of Central Florida

Developmental Course- Aide faculty members in differentiating instructional approaches that leads supporting greater student collaboration.

2019 Winter Faculty Development Conference

University of Central Florida

Programmatic assessment – Developed programmatic assessment plan for first-year seminars at HBCUs to align with updated state and national accreditation standards.

Dissertation Committees

Co-Chair:

Education PhD

Darryl Gordon

Committee Member

C&I EdD

Tiana Tucker

Educational Leadership EdD

Courtney Allen

Michael Furlong

Stephanie Rivera-Velazquez

Education PhD

Norma Altidor

PROFESSIONAL SERVICE AND GOVERNANCE

University Service

University of Central Florida

College Level

- Research Council Committee (Present)
- Grad Council Committee Alternate (2019—*present*)

Department Level

- Accreditation document review (*present*)
- Departmental Newsletter (2019-2020)

Professional Service

- American Association of Colleges of Teacher Education (AACTE) Appointed Board Member for Holmes Scholars (2020—*present*)

School and Community Service

- Chair ACT-SO, NAACP, Osceola Branch. (2019— *present*)
- Parramore Education Innovation District (PEID) Community Partnerships Chair (2019-*Present*)

Professional Memberships and Affiliations

Adult Higher Education Alliance (AHEA)
American Educational Research Association (AERA)
Association for Studies in Higher Education (ASHE)
Florida Research Association (FERA)

Linda Hansell

From: notifications@zohoforms.com
Sent: Thursday, March 10, 2022 10:14 AM
To: Melissa ZayasMoreno; CITY CLERK
Subject: Advisory Board Application: Bryant Coleman
Attachments: AdvisoryBoardMemberApplication.pdf; Bryant_Coleman_Resume.docx

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Bryant Coleman has been submitted. The application has requested to serve on the following boards: (1) MetroPlan Citizen Advisory Committee and (2) MetroPlan Citizen Advisory Committee.

Name	: Bryant, Coleman
Address	: 2115 Lepi Lane, Kissimmee, FL, 34744, United States
Phone	: 773-512-4658
Alternate Phone	:
Email	: Bryantqc@yahoo.com
Name of Employer	: Walt Disney World
Employer City	: Orlando
Business Phone	: 407-824-6596
Please select an alternate advisory board you wish to serve on.	: MetroPlan Citizen Advisory Committee
Please select the primary advisory board you wish to serve on.	: MetroPlan Citizen Advisory Committee
Are you a resident of the City of Kissimmee?	: Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee?	: No, I do not own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	: Unite Here Local 737
Do you have any special skills or certifications?	: Communication, 17yrs Hospitality, Associates degree, Microsoft Word, Excel, Adobe, Apple, and most importantly, driven by compassion.
Are you a member of any of the following minority groups?	: African American
Are you physically disabled?	: No, I am not physically disabled.
Please attach your resume or proof of qualification and/or licenses.	: Bryant_Coleman_Resume.docx

City of Kissimmee Advisory Board Member Application

Name *

Bryant

First

Coleman

Last

Address *

2115 Lepi Lane

Street Address

Kissimmee

City

FL

State/Region/Province

34744

Postal / Zip Code

United States

Country

Phone *

773-512-4658

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

Bryantqc@yahoo.com

Name of Employer *

Walt Disney World

Employer City

Orlando

Business Phone

407-824-6596

Please select an alternate advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

Please select the primary advisory board you wish to serve on. *

MetroPlan Citizen Advisory Committee

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Unite Here Local 737

Do you have any special skills or certifications?

Communication, 17yrs Hospitality, Associates degree, Microsoft Word, Excel, Adobe, Apple, and most importantly, driven by compassion.

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☒ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☐ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.



Bryant_Coleman_Resume.docx



PROFILE

Born in Chicago, IL, I moved to Central Florida to pursue job opportunities and independence. I have worked for WDW for 15yrs and have acquired an array of skills from communication to organization.

I am building a Multi-Media Company titled Gem Haus Media where I utilize my computer tech, writing and multi-media skills.

I have tons of personality and very respectful of people and their journey.

Participated in voter registration drives and a successful political campaign for Orlando City Commissioner District 6.

CONTACT

PHONE:
773-512-4658

WEBSITE:
GemHaus.wordpress.com

EMAIL:
Bryantqc@yahoo.com

HOBBIES

Art & Photography
Organizing
Basketball
Baseball
Podcasting, Vlogging & Blogging

BRYANT COLEMAN

Professional

EDUCATION

Southern Illinois University

2001-2003

Computer Science Major, Event Organizer and Radio/Tv Producer.

John A Logan Community College

2003-2005

English Literature and Journalism Associates

Sports Editor for Student Newspaper

WORK EXPERIENCE

Walt Disney World 2005-Current

College Program Internship 2005 – 2008

- Food and Beverage at Disney's Hollywood Studio and Magic Kingdom

Full-time FOH 2008 – 2013

- Coordinator, Trainer, General Teller and Volunteer at Epcot, Animal Kingdom and Magic Kingdom

Tipped F&B 2013 – Current

- Food and Beverage Server

Local 737 Unite-Here Labor Union 2017-Current

Shop Steward, Organizer, Voter Registration, Deputy Campaign Manager and Volunteer

SKILLS

Communication	80%
Computer Literacy	85%
Leadership	100%
Research	80%
Organizing	75%

City of Kissimmee Advisory Board Member Application

Name *

First

Last

Address *

Street Address

City

State/Region/Province

Postal / Zip Code

Country

Phone *

Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

Name of Employer *

Employer City

Business Phone

Please select an alternate advisory board you wish to serve on. *



Please select the primary advisory board you wish to serve on. *



City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident. Address listed is in Osceola County Taxing District 300

Do you own or operate a business in the City of Kissimmee? *

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Do you have any special skills or certifications?

Restaurant manager experience

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☒ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.



20210629_134230.jpg

Linda Hansell

From: notifications@zohoforms.com
Sent: Thursday, July 15, 2021 1:45 PM
To: CITY CLERK; Melissa ZayasMoreno
Subject: Advisory Board Application: Kimberly McEachern
Attachments: 20210629_134230.jpg; AdvisoryBoardMemberApplication.pdf

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Kimberly McEachern has been submitted. The application has requested to serve on the following boards: (1) Osceola County Land Conservation Board and (2) MetroPlan Citizen Advisory Committee.

Name	: Kimberly, McEachern
Address	: 4501 W Vine St, Kissimmee, FL, 34746, United States
Phone	: 4078703474
Alternate Phone	:
Email	: kgmceachern71@gmail.com
Name of Employer	: White Castle
Employer City	: Orlando
Business Phone	:
Please select an alternate advisory board you wish to serve on.	: Osceola County Land Conservation Board
Please select the primary advisory board you wish to serve on.	: MetroPlan Citizen Advisory Committee
Are you a resident of the City of Kissimmee?	: Yes, I am a resident.
Do you own or operate a business in the City of Kissimmee?	: No, I do not own or operate a business in Kissimmee.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	:
Do you have any special skills or certifications?	: Restaurant manager experience
Are you a member of any of the following minority groups?	: None of the above
Are you physically disabled?	: No, I am not physically disabled.
Please attach your resume or proof of qualification and/or licenses.	: 20210629_134230.jpg

Kimberly McEachern

kgmceachern71@gmail.com | 407-870-3474

4501 W Vine ST, Kissimmee, FL 34746

PROFESSIONAL SUMMARY

Good at troubleshooting dealing with irate customers problems and building successful solutions. Excellent verbal and written communicator with strong background cultivating positive relationships and exceeding goals.

SKILLS

- Time management
- Task prioritization
- Detail oriented
- Customer relations
- Payment processing
- Complex problem-solving

EXPERIENCE

Crew Member

White Castle – Orlando, FL | May 2021 - Current

- Maintained high cleanliness and health code standards.
- Kept order wait times low with fast order taking and payment processing.
- Delivered great service to every guest.
-
- Displayed proper image to customers following company dress code and uniform standards.
- Addressed customers with friendly greetings and conversations.
- Prepared foods according to menu standards, safety policies, and company policies
-

Camera car driver

Rapid Recovery Agency – orlando, FL | February 2017 - June 2020

- looking for units wanted by the bank or finance company, speaking with customers.

Cashier

Walt Disney World – Orlando, FL | June 2010 - February 2016

- helping guest order food and anything else they may need.
- Maintained clean, organized, and well-stocked checkout areas.
- Balanced cash drawer at beginning and end of each shift.
- Provided information to customers on products or services.
- Explained promotions and special offers to customers.
- Engaged with customers while completing cash register transactions.
- Trained new retail team members in customer service and company policies.



**CITY OF KISSIMMEE
ADVISORY BOARD MEMBER APPLICATION**

(Please print or type all information)

Name: Joni Dougherty Date: 11/2/15

Address: 814 Brack Street

City: Kissimmee State: FL Zip Code: 34744

Home Phone: _____ Mobile Phone: 407-496-5101

E-mail: JoniDougherty@aol.com

Employer: _____

City: _____ Business Phone: _____

Are you a resident of the City of Kissimmee? ☒ Yes ☐ No

Do you own or operate a business in the City of Kissimmee? ☐ Yes ☐ No

Are you a member of any of the following minority groups: (FL State Statutes 760.80)

☐ African-American ☐ Asian ☐ Hispanic ☐ Native American

☐ American Woman ☐ Physically Disabled Person

Do you have any special skills or certification? Notary Public, in process UCF Nonprofit Management Master
(Example: Engineer, Contractor, Teacher, Historian, Tradesman, etc.) Photographer, Sub-Teacher

I am interested in serving on the following board(s):

1st Choice: Historic Board 2nd Choice: MetroPlan Citizen/ Planning Advisory Board

Qualifications/Experience (you may attach a resume):

City of Kissimmee Advisory Boards

Airport Advisory Board
Board of Adjustment
Building Trades & Examining Board
Charter School Advisory Board
Code Enforcement Board
Community Redevelopment Agency (2)
Fire Pension / Police Pension Boards
Flora Ridge Educational Facilities Board
Gateway Advisory Committee (County)

Greater Osceola Partnership for Economic Prosperity (GOPEP)
Historic Preservation Board
Housing Advisory Board
Osceola County Historical Society
Osceola County Land Conservation Board
MetroPlan Citizen Advisory
Parks & Recreation Advisory Board
Planning Advisory Board

PLEASE RETURN TO: City of Kissimmee
ATTN: City Clerk's Office
101 Church Street
Kissimmee, FL 34741

Office of the City Clerk • 407.518.2308 • cityclerk@kissimmee.org

updated 3/15