



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 3, 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 Proclamation - National Day of Prayer
- 3.B Proclamation - Foster Youth Connection
- 3.C Proclamation - Lupus Awareness Month
- 3.D Employee of the Month for May - Melissa Zayas-Moreno
- 3.E Service Awards for January, February and March

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - First Reading - Ordinance to Annex 1.19 acres of land: Tangelo Circle, AX-22-0001 - Proposed Ordinance # 22-08

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

- 4.B Public Hearing - First Reading - Ordinance amending the Future Land Use designation from MF-MDR, MF-HDR, CONS, & CG to CONS AND IB: Constellation (Formerly Ramona), LUPA-22-0001 - Proposed Ordinance #22-09

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

- 5. PUBLIC HEARINGS**
- 6. HEAR AUDIENCE**
- 7. CONSENT AGENDA**

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

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 April 5, 2022 meeting
- 7.B HOME American Rescue Plan Allocation Plan - Osceola County HOME Consortium
- 7.C Agreement between the Kissimmee Police Department and Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network
- 7.D Resolution Establishing Qualifying Period for the August 23, 2022 City General Election
- 7.E Agreement with Tele911, Inc. to provide Virtual Visits with Emergency Medical Providers during certain Calls for Service
- 7.F Amendment to the Consulting Services Contract for the Noise Ordinance Project
- 7.G Mill Creek Mall Lot 4 Replat - Final Plat (DRC# SR-22-0001)
- 7.H Osceola Village Center – Major Subdivision, Final Plat (DRC# 21-00060)
- 7.I Engineering Continuing Services contract extension with RS&H, Inc.
- 7.J Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) for the construction of the West Oak Street at John Young Parkway Intersection Improvement Project
- 7.K Agreement with AMH Development LLC to repave Ixora Court in the Sunbelt Phase I Subdivision
- 7.L Resolution to Accept a Public Transportation Grant Agreement from the Florida Department of Transportation for the Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport
- 7.M Amendment No. 12 to the Professional Service Agreement with AVCON, Inc.
- 7.N Transfer of Funds from Airport Reserves for Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport
- 7.O Approval of an Interlocal Agreement between the School District of Osceola County and the City of Kissimmee

8. DISCUSSION ITEMS

- 8.A Annual Advisory Board Appointments/Reappointments

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.

Commission Meeting – May 3, 2022

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

Proclamation - National Day of Prayer

Request

The request is for the City Commission to present a Proclamation in honor of the "National Day of Prayer".

Explanation

NA

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - National Day of Prayer

Proclamation



NATIONAL DAY OF PRAYER 2022

WHEREAS, Americans have turned to God in prayer for guidance since our nation's founding; and

WHEREAS, throughout the history of our state and nation, we have humbly prayed for guidance, comfort, and protection where needed, and have given thanks for our many blessings which God has graciously bestowed on this nation since its inception; and

WHEREAS, prayer has comforted us in times of sorrow, and given us strength and hope for the future. We ask God to keep His hand upon us and bless the great State of Florida and the United States of America; and

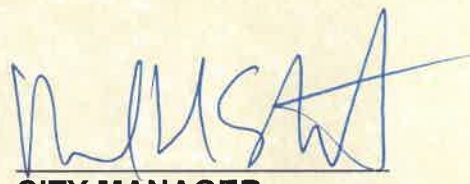
WHEREAS, the National Day of Prayer is a day set aside by Congress for all Americans to pray and reaffirm the spiritual principles upon which this nation was founded; and

WHEREAS, 2022 marks the 71st Annual National Day of Prayer! The theme this year is; **"EXALT THE LORD, WHO HAS ESTABLISHED US"** based on Colossians 2:6-7; and

WHEREAS, on May 5th Americans will unite at specific times in prayer for our nation and state, to acknowledge our dependence upon God and to give thanks for the many blessings our country has received from Him. We recognize our need for personal and corporate repentance and renewal, and invoke God's blessings upon our leaders, and protection upon our nation.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim May 5, 2022 as **"NATIONAL DAY OF PRAYER"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 3rd day of May 2022.


CITY MANAGER


MAYOR COMMISSIONER



ITEM 3.B

Proclamation - Foster Youth Connection

Request

The request is for the City Commission to present a Proclamation in honor of "Foster Youth Connection Month".

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Foster Youth Connection Month

Proclamation



FOSTER YOUTH CONNECTION MONTH

WHEREAS, Foster Youth Connection is celebrating its 17th year in Osceola County; and

WHEREAS, Foster Youth Connection during the COVID-19 epidemic and other challenges, our support and prayers for our Foster Youth will never stop!

WHEREAS, Foster Youth Connection is now partnering with the CarePortal.Org, of which is supported by the State of Florida, to help in assisting our Foster Youth and families that are in crisis; and

WHEREAS, Foster Youth Connection is supported by Local Churches; Local Businesses; Organizations and Agencies; and

WHEREAS, Foster Youth Connection under the direction of Evangelist Rupert D. Henry, recognized by the state of Florida as advocate of the year 2007, in support of Foster Youth being released from foster care; In 2018, Evangelist Henry was also recognized nationally by the Pepsico organization for this important work; and

WHEREAS, Foster Youth Connection Will host a MEET AT THE HALL , held during the City of Kissimmee Commissioners meeting in Kissimmee City Hall, 101 Church St. Kiss, FL 34741, on Tuesday May 3rd 2022, starting at 5:30pm. Observation will be held at the flagpole in front of the Kissimmee City Hall building; and

WHEREAS, Foster Youth Connection during the month of May 2022, invites all area churches in Osceola County and surrounding counties to select one Day of worship in the month as Foster Youth Connection Day, and businesses to select one day in the month as Foster Youth Connection Day; and

WHEREAS, Foster Youth Connection during the month of May 2022, request that due to the COVID-19 epidemic, encourages individuals to participate in the Meet at Hall event, through social distance and wearing of face mask; and

WHEREAS, Foster Youth Connection also encourages our community churches and organizations to pray and support our Foster Youth and supporting agencies.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of May 2022 as "**Foster Youth Connection Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 1st day of May, 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation - Lupus Awareness Month

Request

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

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Lupus Awareness Month

Proclamation



LUPUS AWARENESS MONTH

WHEREAS, each year, the Lupus Foundation of America designates May as National Lupus Awareness Month to show support for the estimated 1.5 million Americans who have Lupus and the 100,000 Floridians affected by lupus; and

WHEREAS, lupus is a cruel and mysterious chronic (lifelong) autoimmune disease in which the immune system is unbalanced, causing inflammation and tissue damage to virtually every organ system in the body; and

WHEREAS, lupus can affect any part of the body, including the skin, lungs, heart, kidneys, and brain. No organ is spared. The disease can cause seizures, strokes, heart attacks, miscarriages, and organ failure; and

WHEREAS, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two or three times more likely to develop lupus – a disparity that remains unexplained; and

WHEREAS, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and

WHEREAS, there has been only one new drug approved by the U.S. Food and drug Administration specifically for lupus in 56 years; current treatments for the disease can have damaging side effects; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee, do hereby proclaim the month of May as "**Lupus Awareness Month**" and urge each of our citizens to observe this month by educating themselves on the symptoms and impact of lupus, and to join with the Florida Chapter of the Lupus Foundation of America in supporting programs of research, education, and community service.

IN WITNESS, THEREOF, this is signed this 1st day of May, 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Employee of the Month for May - Melissa Zayas-Moreno

Request

That the City Commission join the City Manager in recognizing Melissa Zayas-Moreno, City Manager's Department, as May's Employee of the Month.

Explanation

It is an honor to announce that Melissa Zayas-Moreno is Employee of the Month for May. Melissa has been with the City almost 5 years, and she is the Communications and Public Affairs Manager for the City Manager's Department.

Melissa leads a critical division that works to share the City's vision, programs, and successes to the residents. As a working manager, she must produce deliverables while managing her team and their projects. She works tirelessly, and often, around the clock to ensure the City is ahead of any breaking news and promptly responds to media and citizen inquiries.

Melissa strives to be inclusive in her outreach to the public. She has implemented changes for members of the deaf and hard-of-hearing community for their access to multi-media content, and additionally produces content in Spanish. To increase the City's exposure, Melissa participates in a weekly Spanish-language radio show, is a board member of the Florida Municipal Communicators Association, and is the Chair of the Osceola Chamber of Commerce's Hispanic Business Council. She also recently received her Accreditation in Public Relations credential.

In addition to her work ethic, Melissa's upbeat personality is like no other: she is always polite, courteous, and professional – with a radiating energy. For her commitment to bettering the City, we are pleased to recognize Mellissa.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.E

Service Awards for January, February and March

Request

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in their years of service.

Explanation

Five	Edwin Chavarria	Public Works & Engineering
	Lydia Cortez	Public Works & Engineering
	Hai Nguyen	Fire
	Sugeil Perez	Public Works & Engineering
	Ashely Putney	Police
	Javier Romero	Public Works & Engineering
	Charles Smith	Police
	Jamie Steffen	Fire
Ten	Ashley Willis	Public Works & Engineering
	Erika Garcia	Airport
	Norman Mesch	Airport
Fifteen	Julio Vega	Public Works & Engineering
	Andrew Baseggio	Police
	Edward Diehl	Police
	Margie Figueroa	Fire
	Jack Flanary	Police
Twenty-Five	Lynn Henderson	Public Works & Engineering
	Dwight Johnson	Fire
	Kevin King	Police
	Brandon Layne	Police
Thirty-Five	Yvette Beltran	Police
	Keith Pereira	Parks & Recreation

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - First Reading - Ordinance to Annex 1.19 acres of land: Tangelo Circle, AX-22-0001 - Proposed Ordinance # 22-08

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 1.19 acres of property located east of Old Vineland, and north of W. Vine St.

Explanation

This annexation includes a 1.19 acre parcel of land located off of Old Vineland Road. The property is contiguous, or adjacent to parcels currently within City limits along the north, east and southern boundaries, meeting the state voluntary annexation and city Land Development Code requirements.

Improvements and conditions to mitigate impacts will be addressed with subsequent development review applications and reviews and are 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 subject property is contiguous to the City Limits along the north, east, and southern boundaries of the parcel. Adequate public facilities, including water, sewer, drainage, and emergency protection are already provided for surrounding properties. The subject property is reasonably compact and will eliminate the existing enclave if annexed.
2. Compliance with Section 14-2-12 annexation regulations outlined in the Land Development Code.

Recommendation

The Development Review Committee (DRC) recommended approval on March 1, 2022.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on April 6, 2022.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

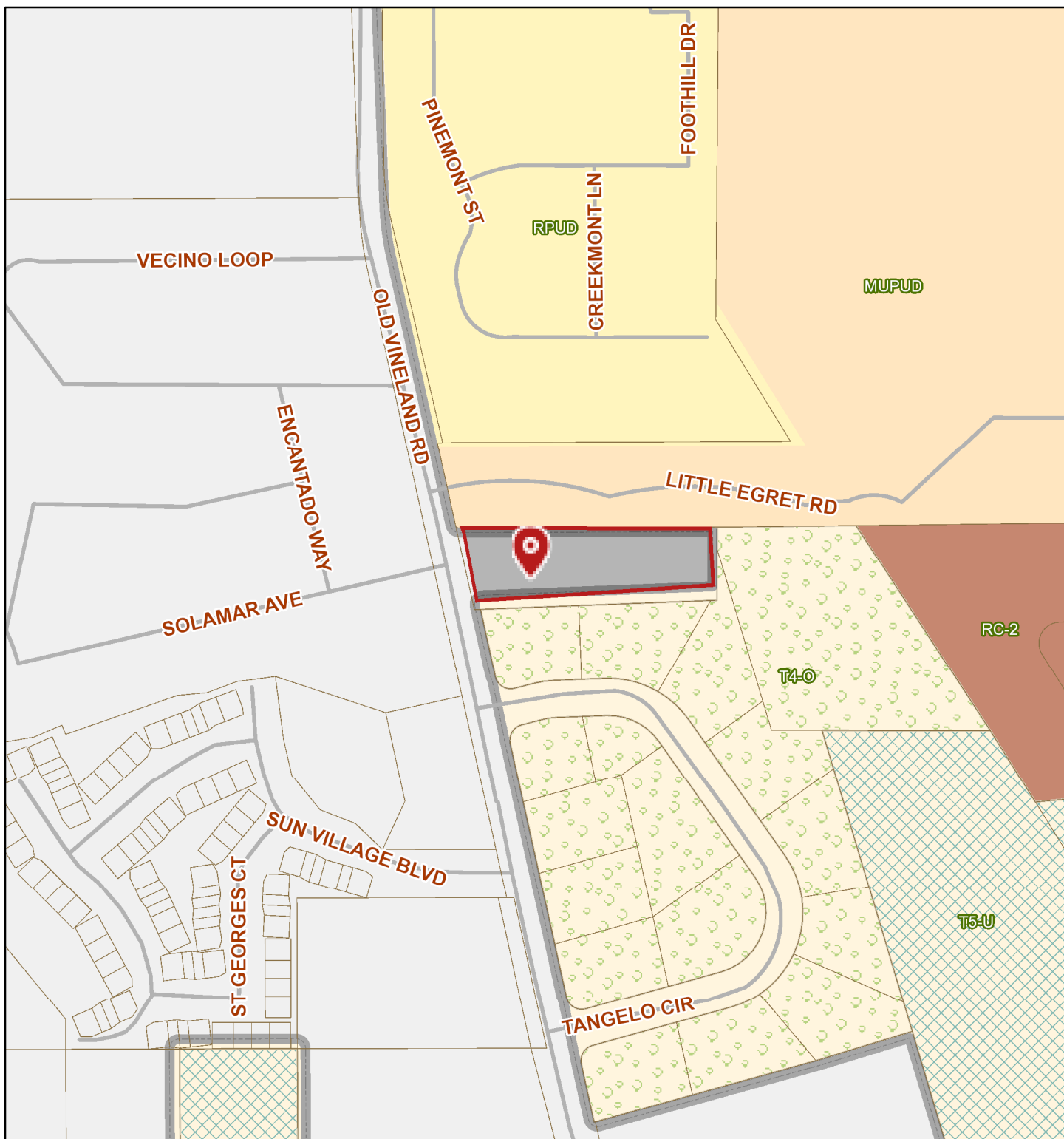
Presenter: Brenda Ryan

Attachment(s):

1. AX-22-0001 Vicinity Map
2. AX-22-0001 Aerial Map
3. AX-22-0001 Site Data Tables

City of Kissimmee

4. AX-22-0001 Proposed Ordinance 22-08
5. AX-22-0001 City Commission Ad
6. AX-22-0001 April 6, 2022 PAB Actions
7. AX-22-0001 School District DRC Comments
8. AX-22-0001 PWE DRC Comments
9. AX-22-0001 Planning DRC Comments



March 31, 2022

1:3,147

Address Points

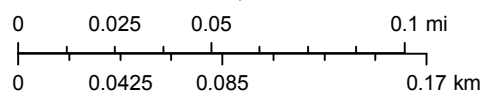
COUNTY

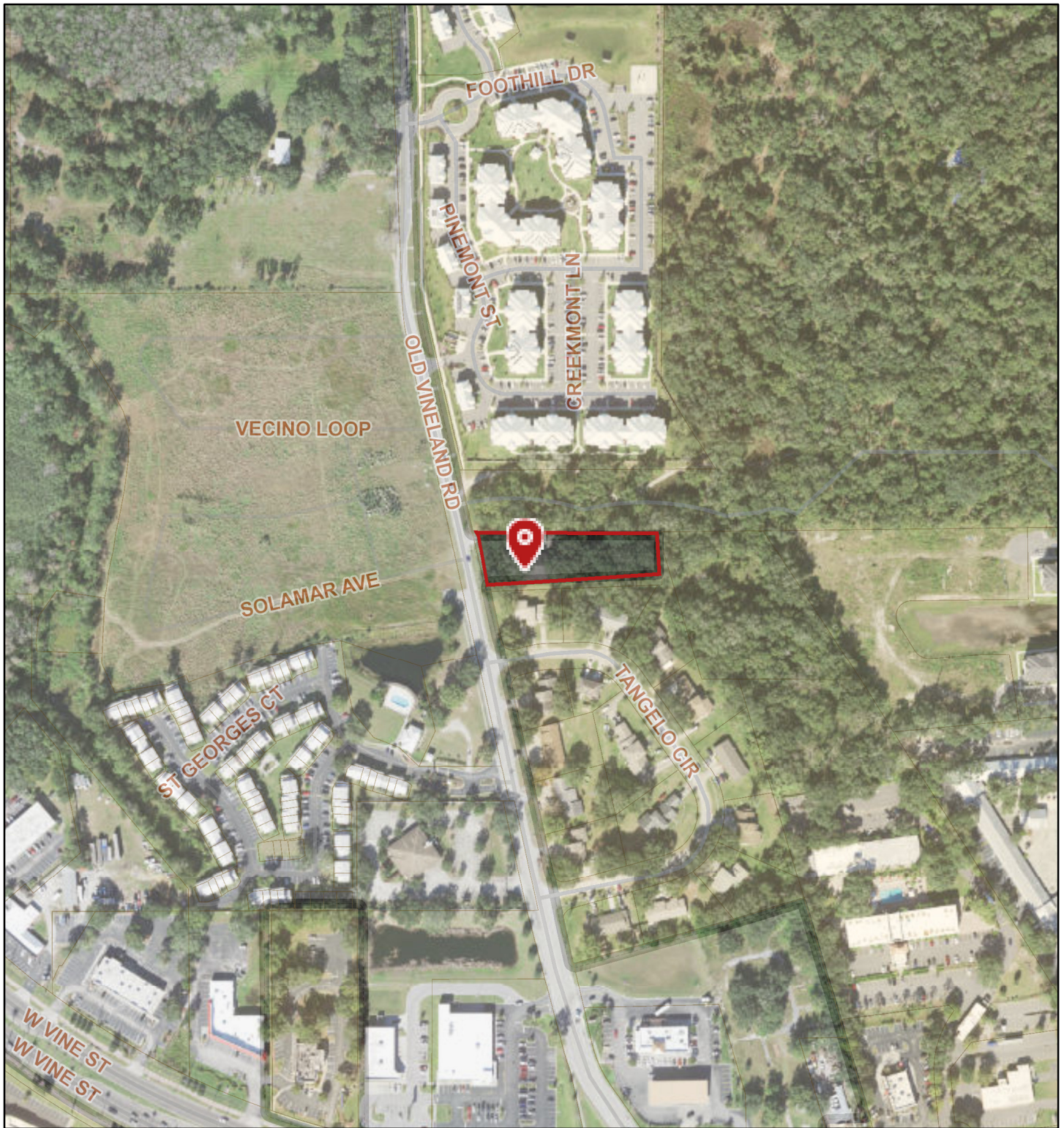
Parcels

Road Centerlines

City Limits

CITY





March 31, 2022

1:4,288

Address Points



COUNTY

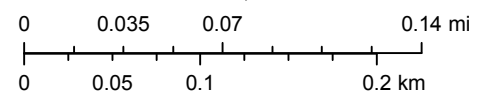
Parcels

Road Centerlines

City Limits



CITY



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Tangelo Circle Annexation, AX-22-0001
Parcel ID#13-25-28-0000-0360-0000; 1895 Old Vineland Road;
East of Old Vineland and North of W. Vine St.

Site Data Tables

Site Data	
Size	1.19 acres
Future Land Use Designation	Low Density Residential/Intensity (LDR) – County
Proposed Future Land Use Designation	Single Family Medium Density Residential (SF-MDR) – City
Zoning District Designation	Medium Density Residential (RM-3) – County
Proposed Zoning District Designation	Medium Density Residential - City
Existing Overlay District	N/A
Existing Use(s)	Single Family Detached Home
Proposed Use(s)	Residential
Adjacent Land Use	
North	Multiple Family Medium Density Residential (MF-MDR) – City
South	Single Family Medium Density Residential (SF-MDR) – City
East	Single Family Medium Density Residential (SF-MDR) – City
West	Tourist Commercial (TC) - County
Adjacent Zoning	
North	Mixed Use Planned Unit Development (MUPUD) - City
South	Neighborhood Open (T4-O) - City
East	Neighborhood Open (T4-O) - City
West	Planned Development (PD) - County
Past/Current Project Tracking	LUPA-22-0002 Land Use Amendment ZMA-22-0001 Zoning Map Amendment (Both pending)

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. The Single Family Medium Density Residential (SF-MDR) designation is intended to accommodate single family detached or attached dwelling units with a maximum density of between seven and nine units per acre. Within this land use designation, attached single family structures are defined as duplex and triplex structures only, with the following exception: multiple family structures and rooming houses existing within these designated areas prior to the enactment of

the Comprehensive Plan shall be allowed to remain as conforming conditional uses.	
Potential Zoning Districts	Single Family Residential Districts – RA-1, RA-2, RA-3, RA-4
	Medium Density Residential Districts RB-1 & RB-2
	Residential Planned Unit Development District - RPUD
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD

<i>Zoning District Standards District Summary</i>
Land Development Code Section 14-4-4(D), 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. The RB-2 district is primarily designed for locations on the fringe of existing residential areas serving as a transition area between residential neighborhoods and higher intensity development. The RB-1 and RB-2 districts implement the Single Family Medium Density Residential and the Office-Residential future land use designations in the comprehensive plan.

<i>Comprehensive Plan Future Land Use & Zoning Comparisons</i>		
	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	LDR County Land Use (3-8 du/ac)	SF-MDR City Land Use (7-9 du/ac)
	RM-3 County Zoning	RB-1 City Zoning
	Residential	Residential

<i>Public Facilities Analysis</i>	
Transportation	
Adjacent street	Old Vineland Rd.
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
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. 22-08
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: 1.19

The subject property is located at: 1895 Old Vineland Rd.; Parcel ID: 13-25-28-0000-0360-0000

Legal Description:

BEG AT NE COR OF SE 1/4 OF SE 1/4, W 399.45 FT TO R/W OF SR 530, NLY ALONG R/W 135.5 FT, E 429.5 FT, S 132 FT TO POB LESS WLY 10 FT MOL FOR R/W

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

Ad Number: 7189582-1
Insertion Number: 3 x 10.5000
Size: B&W
Color Type:

Client Name: City of Kissimmee Planning Services
Advertiser: Osceola Zone/J003/OSC
Section/Page/Zone: Annexation AX 22 0001
Description:

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
VOLUNTARY ANNEXATION

The City Commission will meet on **May 3, 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#22-008 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 1895 Old Vineland Rd. **Parcel ID:** 13-25-28-0000-0360-0000

Legal Description:

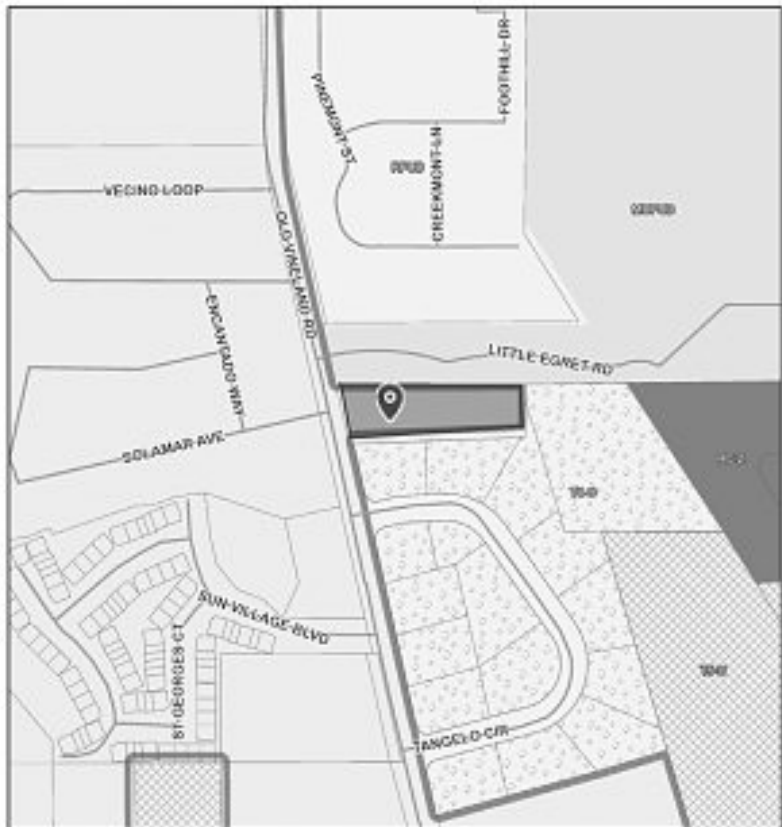
BEG AT NE COR OF SE 1/4 OF SE 1/4, W 399.45 FT TO R/W OF SR 530, NLY ALONG R/W 135.5 FT, E 429.5 FT, S 132 FT TO POB LESS WLY 10 FT MOL FOR R/W

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-22-0001**
Tangelo Circle, 1895 Old Vineland Road

**CITY COMMISSION
KISSIMMEE, FLORIDA**



**STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION NOTICE OF
CONSENT ORDER**

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF SAINT CLOUD pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the unauthorized discharges of untreated wastewater from the collection/transmission system associated with the City of Saint Cloud Southside Water Reclamation Facility. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Central District Office at 3319 Maguire Blvd., Suite 232, Orlando, Florida 32803.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- The OGC Number assigned to this Consent Order;
- The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- A statement of when and how the petitioner received notice of the Consent Order;
- Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at AgencyClerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 3319 Maguire Blvd., Suite 232, Orlando, Florida 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62- 110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

Spring Into
Savings
at Sonata
Hunter's Creek

Experience the most beautiful
Assisted Living and Memory Care
Community in Hunter's Creek

- Outdoor courtyards, gardens, and walking paths
- Cultural, social and educational programs, outings, and events
- Anytime dining and coffee bistro
- Licensed nurse on-site 24/7
- Affordable monthly rentals with no up-front buy in
- Pet friendly!



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MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, APRIL 6, 2022 AT 6:00 PM

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

Staff Members Present: Kalanit Oded, Deputy City Attorney, Brenda Ryan, Planning Manager, Cristian Arias, Senior Planner, Yolanda Hazley, Planning Technician

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **MINUTES**

3.A APPROVAL OF THE MARCH 16, 2022 PLANNING ADVISORY BOARD MEETING MINUTES.

ACTION: Member Spalding made a motion to approve the minutes of the March 16, 2022, Planning Advisory Board meeting. Seconded by Member Espinosa.

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

4. **OLD BUSINESS**
5. **NEW BUSINESS**

5.A PUBLIC HEARING: AX-22-0001 TANGELO CIRCLE: ANNEXATION - PROPOSED ORDINANCE NO. 22-008

Request for approval of an Annexation to annex approximately 1.19 acres of property located at east of Old Vineland, and north of W. Vine St.

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

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

5.B PUBLIC HEARING: LUPA-22-0001 - CONSTELLATION (FORMERLY RAMONA): LAND USE PLAN AMENDMENT: LARGE SCALE - CITY MF-MDR, MF-HDR, CONS, & CG TO CITY CONS AND IB - PROPOSED ORDINANCE 22-009

Request approval of a LUPA (Land Use Planned Amendment) to change the Future Land Use Map designation from City-MF-MDR (Multi-Family Medium Density Residential), MF-HDR (Multi-Family High Density Residential), and CONS (Conservation) and (IB) Industrial Business on 114.25 acres of land.

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

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

- 5.C PUBLIC HEARING: PUD-22-0001 - CONSTELLATION (FORMERLY RAMONA): PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT: (INDUSTRIAL USES)
Request for approval of a (PUD) Planned Unit development to establish industrial warehouse uses on approximately 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd.; along the north and south sides of E. Osceola Pkwy.

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

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

- 6. PUBLIC HEARINGS**
- 7. DISCUSSION**
- 8. HEAR CHAIRMAN AND BOARD MEMBERS**
- 9. ADJOURNMENT**

Vice Chairman Wolff adjourned the meeting at 6:34 p.m.



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

**ADDRESS: 1895 Old Vineland Road
PLAN (DRC) NUMBER: AX-22-0001**

**DATE: 2/23/2022
SDOC#: 2021/22-0115**

**Review Status:
CHOOSE REVIEW STATUS.**

OSCEOLA COUNTY SCHOOL DISTRICT - Jason Lindsey - 407.518.2964 - Jason.Lindsey@osceolaschools.net

Comments/Conditions (if applicable):

This Annexation for this existing lot and dwelling has no impact on public schools.

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

DEVELOPMENT PROJECT COMMENT FORM



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

DATE: 2/23/2022
PROJECT: 1895 OLD VINELAND RD Annexation
SITE PLAN (DRC) NUMBER: AX-22-0001
REVIEW NUMBER: 1



QUESTIONS ?

Review Status:

APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

CONDITIONS OF APPROVAL:

- 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.

###



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

**ADDRESS: 1895 Old Vineland Road.
PLAN NUMBER: AX-22-0001**

DATE: 2/23/2022

**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 forthcoming 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 4.B

Public Hearing - First Reading - Ordinance amending the Future Land Use designation from MF-MDR, MF-HDR, CONS, & CG to CONS AND IB: Constellation (Formerly Ramona), LUPA-22-0001 - Proposed Ordinance #22-09

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

Request

Approval to transmit a Land Use Plan Amendment to change the Future Land Use Map designation from Multi Family Medium Density Residential (MF-MDR), Multi-Family High Density Residential (MF-HDR), Conservation (CONS), and Commercial General (CG) to Conservation (CONS) and Industrial Business (IB) on 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd., along the north and south sides of E. Osceola Parkway.

Explanation

Approval of a Land Use Map Amendment from Multi Family Medium Density Residential (MF-MDR), Multi-Family High Density Residential (MF-HDR), Conservation (CONS), and Commercial General (CG) to Conservation (CONS) and Industrial Business (IB) on 114.25 acres of land. This is a companion application to the Constellation (formerly Ramona) Planned Unit Development (PUD)(PUD-22-0001) that will accommodate industrial warehouse uses that will be discussed at a City Commission meeting after this Land Use Amendment has been transmitted for state review.

Off-site transportation improvements to the segment of Bill Beck Blvd. south of Osceola Parkway have commenced and the project is under construction by Osceola County. Construction includes a 2-lane, undivided urban roadway designed for future expansion to 4 lanes. The improvements also include sidewalks, provisions for street lighting, and a new traffic signal at the Osceola Parkway intersection.

On-site improvements and conditions to mitigate impacts will be addressed with subsequent development review submittals and reviews and are subject to applicable local, state, and federal permitting requirements and standards.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.4.3, Industrial Business (IN) Future Land Use Designation, that is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses.
2. Compliance with Comprehensive Plan Future Land Use Policy 1.2.8.2, Conservation (CONS) Future Land Use Designation, that is intended for those lands, because of their environmental quality or sensitivity, for protection and is not intended for development activities, and

therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas. The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties.

3. Compliance with Transportation Element Policy, 2.2.2.3: Density Support, in that transportation infrastructure and services shall support residential, non-residential, and mixed-use land uses.
4. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.

Recommendation

The Development Review Committee (DRC) recommended approval on March 1, 2022.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on April 6, 2022.

CONDITION:

1. Subject to City Commission approval and transmittal to the Department of Economic Opportunity (DEO).

REQUESTED CITY COMMISSION ACTION:

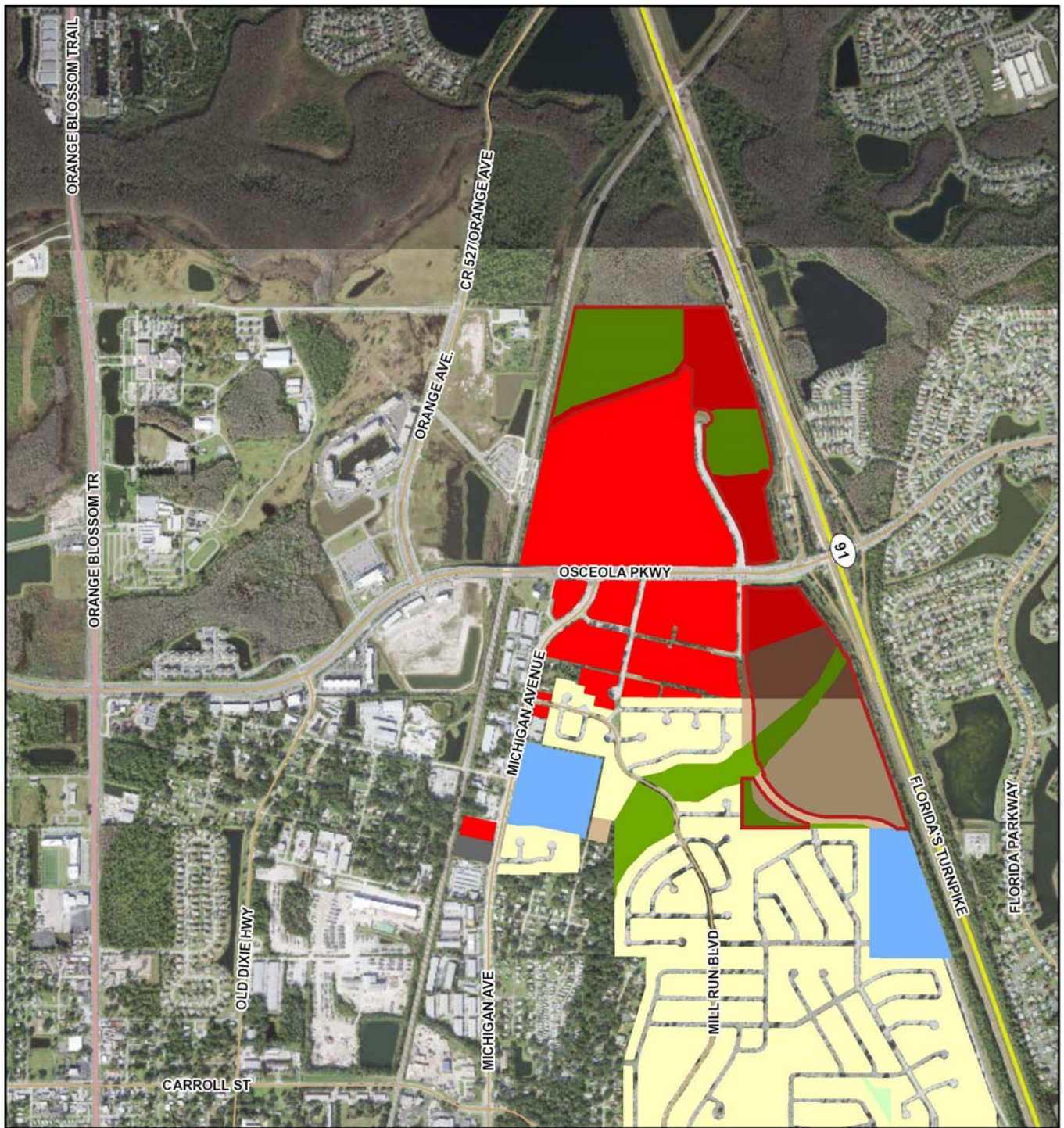
Approve w/Conditions

Department: Development Services

Presenter: Brenda Ryan

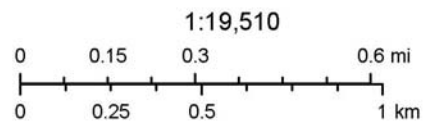
Attachment(s):

1. LUPA-22-0001 Vicinity Map
2. LUPA-22-0001 Aerial Map
3. LUPA-22-0001 Site Data Tables
4. LUPA-22-0001 Proposed Ordinance 22-09
5. LUPA-22-0001 City Commission Ad
6. 04.06.2022 PAB Actions
7. LUPA 22-0001 Planning DRC Comments
8. LUPA-22-0001 School District DRC Comments
9. LUPA-22-0001 PWE DRC Comments
10. LUPA-22-0001 DRC Application

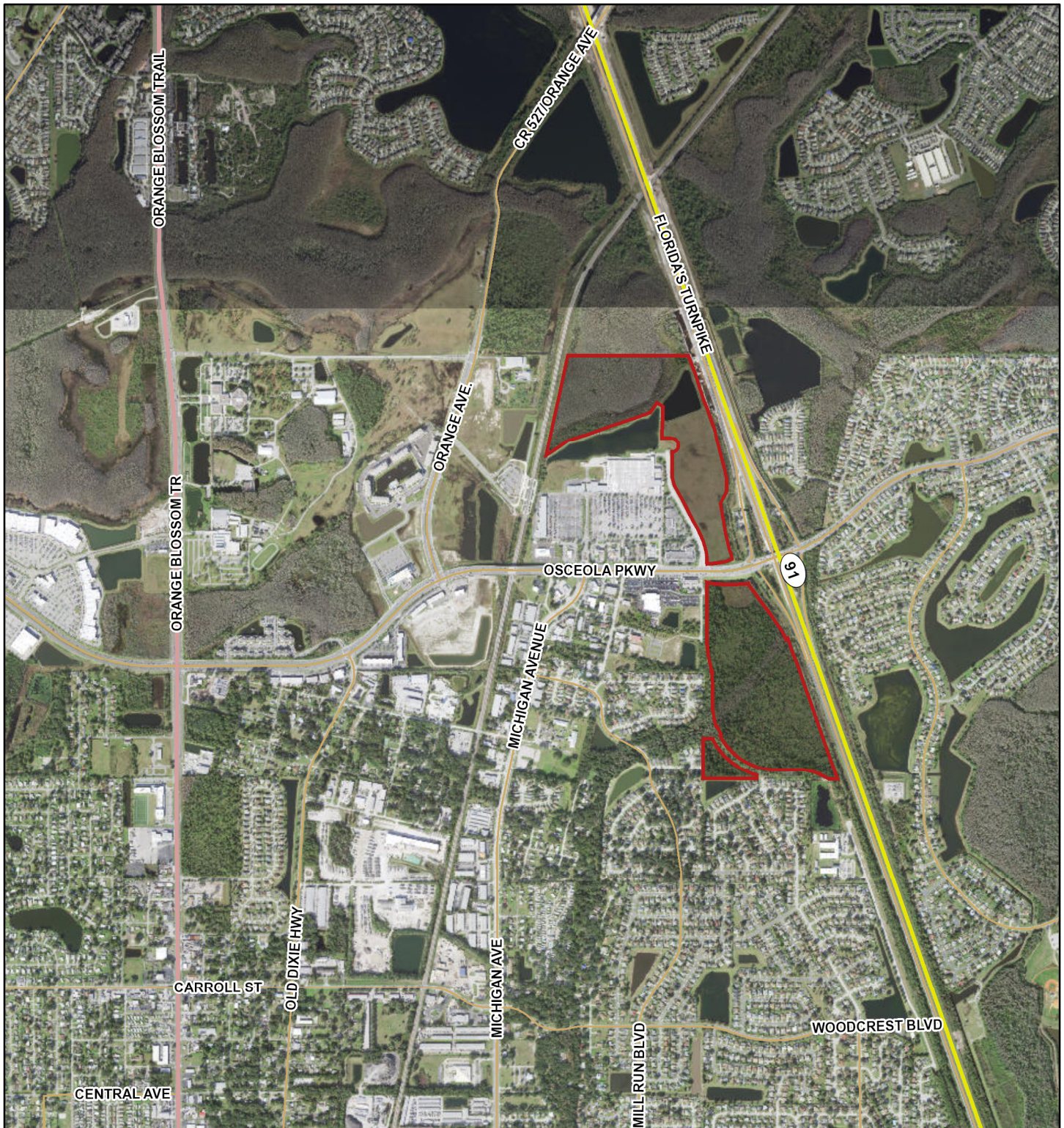


March 22, 2022

- Toll Roads
- US Roads
- Major Roads

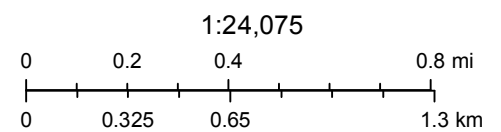


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



March 22, 2022

- Toll Roads
- US Roads
- Major Roads



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Constellation (formerly Ramona) Land Use Amendment, LUPA-22-0001
Parcel ID# 02-25-29-1448-0001-0090, 02-25-29-00U0-0032-0000, 02-25-29-00U0-0025-0000
North & South of E. Osceola Parkway, East of Bill Beck Blvd., & West of Florida's Turnpike
Site Data Tables

Site Data	
Size	114.25 acres
Future Land Use Designation	Commercial General (CG), Multi-Family High Density Residential (MF-HDR), Multi-Family Medium Density Residential (MF-MDR), & Conservation (CONS) - City
Proposed Future Land Use Designation	Industrial Business (IN) – City Conservation (CONS) - City
Zoning District Designation	Planned Mixed Use Development (PMUD) – City
Proposed Zoning District Designation	N/A
Existing Overlay District	N/A
Existing Use(s)	Vacant, Wetlands
Proposed Use(s)	Industrial, Warehouse
Adjacent Land Use	
North	Planned Development (PD-MDR-CO), Industrial (IND) – Orange County
South	Commercial General (CG), Institutional (INST), Single Family Low Density Residential (SF-LDR) – City
East	Florida's Turnpike, Low Density Residential (LDR), Medium Density/Intensity (MDR) – County
West	Commercial General (CG), Single Family Low Density Residential (SF-LDR), & Conservation (CONS) – City
Adjacent Zoning	
North	Planned Development (PD), Farmland Rural (A-2) – Orange County
South	Planned Mixed Use Development (PMUD), Single Family Residential (RA-3) - City
East	Florida's Turnpike, Planned Development (PD) - County
West	Planned Mixed Use Development (PMUD), Residential Planned Unit Development (RPUD), General Commercial (B-3) – City
Past/Current Project Tracking	91-001 Gateway Commons DRI 96-061 Gateway Commons DRI Amendment 99-099 Gateway Commons DRI Amendment 04-097 Land Use Amendment 04-099 Land Use Amendment 05-146 PUD Amendment 18-00016 Gateway Commons DRI Rescission

	18-017 Land Use Amendment (Ramona) 18-018 PUD Amendment (Ramona) LUPA-22-0001 Land Use Amendment (pending) PUD-22-0001 PUD Amendment (pending)
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Comprehensive Plan Summary	
Policy 1.2.4.3, Industrial Business (IN) Future Land Use Designation: The Industrial Business (IN) land use designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses.	
Potential Zoning Districts	Industrial Business District - IB
	Business Park District - BP
	Airport Industrial District - AI
	Mixed-Use Planned Unit Development District - MUPUD
Policy 1.2.8.2, Conservation (CONS) Future Land Use Designation: Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas. The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties.	
Potential Zoning Districts	All Zoning Districts

Zoning District Standards District Summary
Land Development Code Section 14-4-8(D), Mixed-Use Planned Unit Development District (PMUD) Intent: The purpose of this district is to permit land under unified control to be planned and developed for a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning. This district is intended for use in suitable areas which have been assigned any of the comprehensive plan future land use designations other than the Mobile Home Medium Density Residential (MH-MDR) designation. The uses, density and intensity allowed in this district shall be consistent with the future land use designation.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	Commercial General (CG), Multi-Family High Density Residential (MF-HDR), Multi-Family Medium Density Residential (MF-MDR), & Conservation (CONS) – City	Industrial Business (IN) – City Conservation (CONS) – City
	Planned Mixed Use Development (PMUD) – City	Planned Mixed Use Development (PMUD) – City
	Vacant, Wetlands	Vacant, Wetlands

Public Facilities Analysis	
Transportation	
Adjacent street	E. Osceola Pkwy., Bill Beck Blvd., Florida's Turnpike
Street Quality of Service (QOS)	Adjacent Streets are under Osceola County (E. Osceola Pkwy. & Bill Beck Blvd.) & State (Florida's Turnpike) jurisdictions. Construction of access off of Bill Beck Blvd. has commenced and is under construction by Osceola County. Construction includes 2 lane, undivided urban roadway designed for future expansion to 4 lanes. Includes sidewalk, curb & gutter, closed drainage system, provisions for street lighting, & new traffic signal at Osceola Parkway intersection.
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. 22-09
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 3050 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

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

FROM: MF-MDR (Multi Family Medium Density Residential), MF-HDR (Multi-Family High Density Residential), CONS (Conservation), and CG (Commercial General) – City

TO: CONS (Conservation) & IB (Industrial Business) – City

The subject property is located at: Parcel ID: 02-25-29-1448-0001-0090, 02-25-29-00U0-0032-0000, & 02-25-29-00U0-0025-0000

Legal Description:

GATEWAY COMMONS NORTH PB 13 PG 28-32 LOT 9

Together with Parcel 2:

NW 1/4 OF SE 1/4 LYING WLY OF FLA TRNPK LESS RD RW & LESS THAT PORTION LYING WITHIN ABOVE SAID LEGAL: COM AT SW COR OF SE 1/4 OF 02-25-29, N00-11-38E 503.59 FT TO POB; CONT N00-11-38E 1961.47 FT TO PT ON S R/W LINE OF OSCEOLA PKWY, S78-24-46E 51.01 FT, S00-11-38W 694.31 F TO POC, CONC E, RAD 1450.46 FT, CENT ANG 17 DEG, (CH BEARING S08-17-32E 428.08 FT), SLY ALONG

CURVE 429.65 FT, N89-35-38W 7.89 FT TO NON-TAN CURVE, CONC W, RAD 1450.46 FT, CENT ANG 09 DEG, (CH BEARING S04-07-12E 218.20 FT), SLY ALONG CURVE 218.40 FT, S00-11-38W 209.30 FT TO POC, CONC E, RAD 98.83 FT, CENT ANG 19 DEG, (CH BEARING S09-22-34E 265.61 FT), SLY ALONG CURVE 266.85 FT, N71-03-16E 15 FT TO NON-TAN CURVE, CONC NE, RAD 783.83 FT, CENT ANG 08 DEG, (CH BEARING S23-13-46E 117.10 FT), SELY ALONG CURVE 117.21 FT, S57-33-39W 15.05 FT TO NON-TAN CURVE, CONC NE, RAD 864.25 FT, CENT ANG 62 DEG, (CH BEARING S58-36-00E 822.71 FT), SELY ALONG CURVE 864.25 FT, S89-35-38E 312.31 FT TO POC, CONC S, RAD 595.67 FT CENT ANG 36 DEG, (CH BEARING S71-29-35E 370.14 FT), ELY ALONG CURVE 376.37 FT, N89-35-38W 907.74 FT, N00-24-22E 48.64 FT TO NON-TAN CURVE, CONC NE, RAD 898.83 FT, CENT ANG 47 DEG, (CH BEARING N50-17-37W 718.97 FT), NWLY ALONG CURVE 739.66 FT, N89-48-23W 119.04 FT TO POB

Together with Parcel 3:

SW 1/4 OF SE 1/4 LYING WLY OF FLA TURNPIKE & SE 1/4 OF SE 1/4 LYING WLY OF FLA TURNPIKE LESS THAT PORTION LYING WITHIN ABOVE SAID LEGAL: COM AT SW COR OF SE 1/4 OF 02-25-29, N00-11-38E 503.59 FT TO POB; CONT N00-11-38E 1961.47 FT TO PT ON S R/W LINE OF OSCEOLA PKWY, S78-24-46E 51.01 FT, S00-11-38W 694.31 F TO POC, CONC E, RAD 1450.46 FT, CENT ANG 17 DEG, (CH BEARING S08-17-32E 428.08 FT), SLY ALONG CURVE 429.65 FT, N89-35-38W 7.89 FT TO NON-TAN CURVE, CONC W, RAD 1450.46 FT, CENT ANG 09 DEG, (CH BEARING S04-07-12E 218.20 FT), SLY ALONG CURVE 218.40 FT, S00-11-38W 209.30 FT TO POC, CONC E, RAD 98.83 FT, CENT ANG 19 DEG, (CH BEARING S09-22-34E 265.61 FT), SLY ALONG CURVE 266.85 FT, N71-03-16E 15 FT TO NON-TAN CURVE, CONC NE, RAD 783.83 FT, CENT ANG 08 DEG, (CH BEARING S23-13-46E 117.10 FT), SELY ALONG CURVE 117.21 FT, S57-33-39W 15.05 FT TO NON-TAN CURVE, CONC NE, RAD 864.25 FT, CENT ANG 62 DEG, (CH BEARING S58-36-00E 822.71 FT), SELY ALONG CURVE 864.25 FT, S89-35-38E 312.31 FT TO POC, CONC S, RAD 595.67 FT CENT ANG 36 DEG, (CH BEARING S71-29-35E 370.14 FT), ELY ALONG CURVE 376.37 FT, N89-35-38W 907.74 FT, N00-24-22E 48.64 FT TO NON-TAN CURVE, CONC NE, RAD 898.83 FT, CENT ANG 47 DEG, (CH BEARING N50-17-37W 718.97 FT), NWLY ALONG CURVE 739.66 FT, N89-48-23W 119.04 FT TO POB

A map of the area is included with this ordinance.

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

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

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

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

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

Ad Number: 7189726-1

Insertion Number:

Size: 3 x 21

Color Type: B&W

Client Name:

Advertiser:

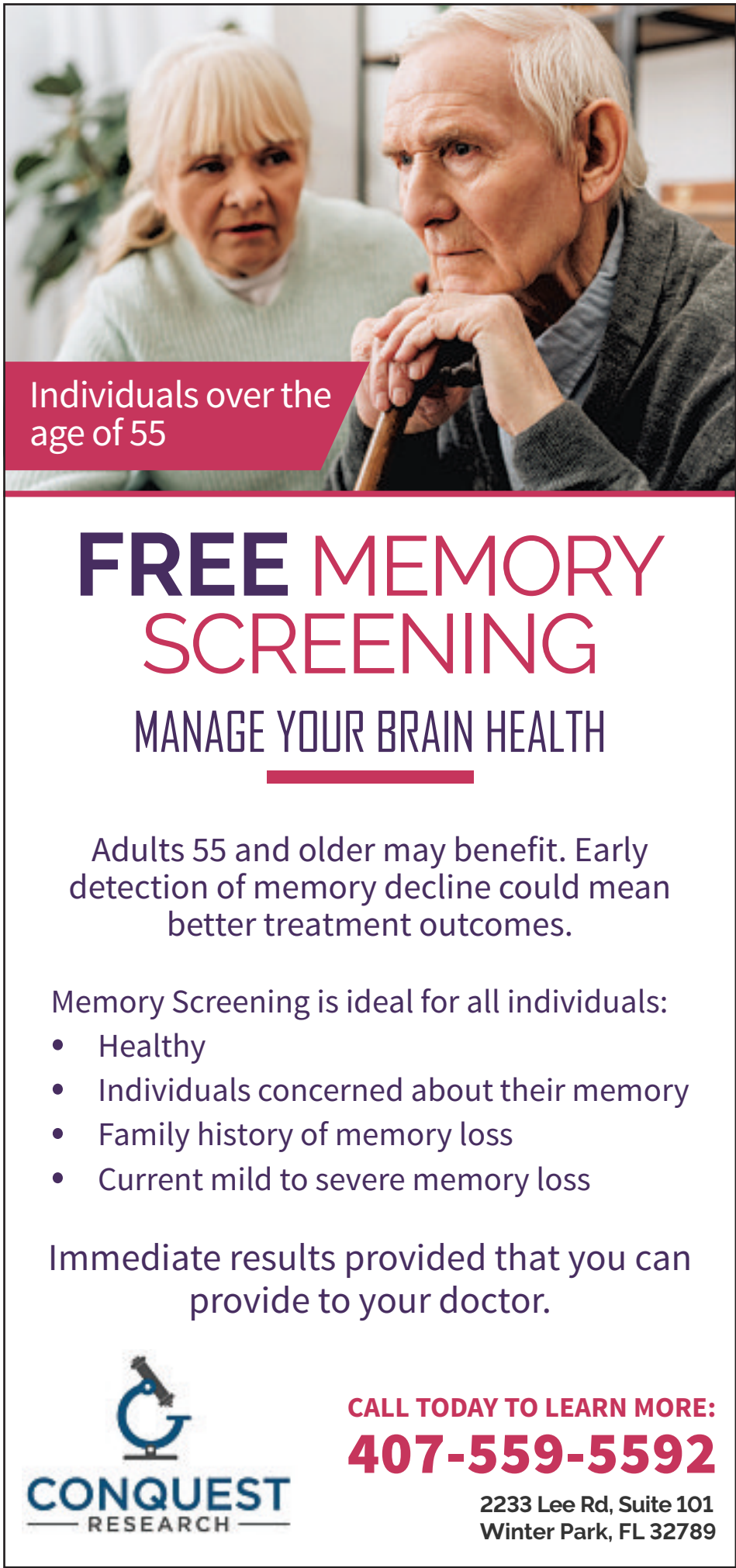
Section/Page/Zone:

Description:

City of Kissimmee Planning Services

Nation & World/B003/FLA

LUPA 22 0001





CITY OF KISSIMMEE

NOTICE OF PUBLIC HEARING

NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the First Reading and Transmittal Hearing of the proposed ordinance on **Tuesday, May 3, 2022 at 6:00 p.m.** or as soon thereafter as possible, in the Commission Chambers of City Hall, 101Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE #22-009: AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050. The proposed Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **MF-MDR-(Multi-Family Medium Density Residential) MF-HDR (Multi-Family High Density Residential) CONS (Conservation & CG (Commercial General)-City**

TO: **CONS (Conservation) & IB (Industrial Business)-City**

The subject property is located at **Parcel ID: 02-25-29-1448-0001-0090; 02-25-29-00U-0032-0000; & 02-25-29-00U-0025-0000**

Legal Description:

GATEWAY COMMONS NORTH PB 13 PG 28-32 LOT 9

Together with Parcel 2:

NW 1/4 OF SE 1/4 LYING WLY OF FLA TRNPK LESS RD RW & LESS THAT PORTION LYING WITHIN ABOVE SAID LEGAL: COM AT SW COR OF SE 1/4 OF 02-25-29, N00-11-38E 503.59 FT TO POB; CONT N00-11-38E 1961.47 FT TO PT ON S R/W LINE OF OSCEOLA PKWY, S78-24-46E 51.01 FT, S00-11-38W 694.31 F TO POC, CONC E, RAD 1450.46 FT, CENT ANG 17 DEG, (CH BEARING S08-17-32E 428.08 FT), SLY ALONG CURVE 429.65 FT, N89-35-38W 7.89 FT TO NON-TAN CURVE, CONC W, RAD 1450.46 FT, CENT ANG 09 DEG, (CH BEARING S04-07-12E 218.20 FT), SLY ALONG CURVE 218.40 FT, S00-11-38W 209.30 FT TO POC, CONC E, RAD 98.83 FT, CENT ANG 19 DEG, (CH BEARING S09-22-34E 265.61 FT), SLY ALONG CURVE 266.85 FT, N71-03-16E 15 FT TO NON-TAN CURVE, CONC NE, RAD 783.83 FT, CENT ANG 08 DEG, (CH BEARING S23-13-46E 117.10 FT), SELY ALONG CURVE 117.21 FT, S57-33-39W 15.05 FT TO NON-TAN CURVE, CONC NE, RAD 864.25 FT, CENT ANG 62 DEG, (CH BEARING S58-36-00E 822.71 FT), SELY ALONG CURVE 864.25 FT, S89-35-38E 312.31 FT TO POC, CONC S, RAD 595.67 FT CENT ANG 36 DEG, (CH BEARING S71-29-35E 370.14 FT), ELY ALONG CURVE 376.37 FT, N89-35-38W 907.74 FT, N00-24-22E 48.64 FT TO NON-TAN CURVE, CONC NE, RAD 898.83 FT, CENT ANG 47 DEG, (CH BEARING N50-17-37W 718.97 FT), NWLY ALONG CURVE 739.66 FT, N89-48-23W 119.04 FT TO POB.

Together with Parcel 3:

SW 1/4 OF SE 1/4 LYING WLY OF FLA TURNPIKE & SE 1/4 OF SE 1/4 LYING WLY OF FLA TURNPIKE LESS THAT PORTION LYING WITHIN ABOVE SAID LEGAL: COM AT SW COR OF SE 1/4 OF 02-25-29, N00-11-38E 503.59 FT TO POB; CONT N00-11-38E 1961.47 FT TO PT ON S R/W LINE OF OSCEOLA PKWY, S78-24-46E 51.01 FT, S00-11-38W 694.31 F TO POC, CONC E, RAD 1450.46 FT, CENT ANG 17 DEG, (CH BEARING S08-17-32E 428.08 FT), SLY ALONG CURVE 429.65 FT, N89-35-38W 7.89 FT TO NON-TAN CURVE, CONC W, RAD 1450.46 FT, CENT ANG 09 DEG, (CH BEARING S04-07-12E 218.20 FT), SLY ALONG CURVE 218.40 FT, S00-11-38W 209.30 FT TO POC, CONC E, RAD 98.83 FT, CENT ANG 19 DEG, (CH BEARING S09-22-34E 265.61 FT), SLY ALONG CURVE 266.85 FT, N71-03-16E 15 FT TO NON-TAN CURVE, CONC NE, RAD 783.83 FT, CENT ANG 08 DEG, (CH BEARING S23-13-46E 117.10 FT), SELY ALONG CURVE 117.21 FT, S57-33-39W 15.05 FT TO NON-TAN CURVE, CONC NE, RAD 864.25 FT, CENT ANG 62 DEG, (CH BEARING S58-36-00E 822.71 FT), SELY ALONG CURVE 864.25 FT, S89-35-38E 312.31 FT TO POC, CONC S, RAD 595.67 FT CENT ANG 36 DEG, (CH BEARING S71-29-35E 370.14 FT), ELY ALONG CURVE 376.37 FT, N89-35-38W 907.74 FT, N00-24-22E 48.64 FT TO NON-TAN CURVE, CONC NE, RAD 898.83 FT, CENT ANG 47 DEG, (CH BEARING N50-17-37W 718.97 FT), NWLY ALONG CURVE 739.66 FT, N89-48-23W 119.04 FT TO POB.

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

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

Reference # LUPA-22-0001
Constellation (formerly Ramona)

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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



March 22, 2022

— Toll Roads
— US Roads
— Major Roads

Scale: 1:19,510
0 0.15 0.3 0.6 mi
0 0.25 0.5 1 km

Source: Esri, Mapbox, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Page 38 of 383



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, APRIL 6, 2022 AT 6:00 PM

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

Staff Members Present: Kalanit Oded, Deputy City Attorney, Brenda Ryan, Planning Manager, Cristian Arias, Senior Planner, Yolanda Hazley, Planning Technician

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **MINUTES**

3.A APPROVAL OF THE MARCH 16, 2022 PLANNING ADVISORY BOARD MEETING MINUTES.

ACTION: Member Spalding made a motion to approve the minutes of the March 16, 2022, Planning Advisory Board meeting. Seconded by Member Espinosa.

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

4. **OLD BUSINESS**
5. **NEW BUSINESS**

5.A PUBLIC HEARING: AX-22-0001 TANGELO CIRCLE: ANNEXATION - PROPOSED ORDINANCE NO. 22-008

Request for approval of an Annexation to annex approximately 1.19 acres of property located at east of Old Vineland, and north of W. Vine St.

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

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

5.B PUBLIC HEARING: LUPA-22-0001 - CONSTELLATION (FORMERLY RAMONA): LAND USE PLAN AMENDMENT: LARGE SCALE - CITY MF-MDR, MF-HDR, CONS, & CG TO CITY CONS AND IB - PROPOSED ORDINANCE 22-009

Request approval of a LUPA (Land Use Planned Amendment) to change the Future Land Use Map designation from City-MF-MDR (Multi-Family Medium Density Residential), MF-HDR (Multi-Family High Density Residential), and CONS (Conservation) and (IB) Industrial Business on 114.25 acres of land.

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

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

- 5.C PUBLIC HEARING: PUD-22-0001 - CONSTELLATION (FORMERLY RAMONA): PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT: (INDUSTRIAL USES)
Request for approval of a (PUD) Planned Unit development to establish industrial warehouse uses on approximately 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd.; along the north and south sides of E. Osceola Pkwy.

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

Vice Chairman Wolff	AYE	Member Santiago	AYE
Member Spalding	AYE	Member Marrero-Pinto	AYE
Member Espinosa	AYE		

MOTION CARRIED 5-0

- 6. PUBLIC HEARINGS**
- 7. DISCUSSION**
- 8. HEAR CHAIRMAN AND BOARD MEMBERS**
- 9. ADJOURNMENT**

Vice Chairman Wolff adjourned the meeting at 6:34 p.m.



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

ADDRESS: E. of Bill Beck Blvd.; N. & S. of Osceola Pkwy.
PLAN NUMBER: LUPA-22-0001 - Revised

DATE: 2/26/2022

**Review Status:
APPROVED WITH CONDITIONS.**

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

1. The property ownership of the north parcel (02-25-29-1448-0001-0090) includes Wendell E Spears Revocable Trust which is not part of the ownership of the other 2 parcels to the south (Ramona Ann Spears 2008 Irrevocable Trust & James P. Grodecki TR). The ownership of all of the parcels appears to consist of co-trustees. Please provide additional ownership authorizations for all co-trustees or provide additional trust documents that confirm Michael Spears can act as a sole trustee for all trusts.
2. Subject to Planning Advisory Board recommendation 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 forthcoming 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: E. Bill Beck Blvd, North & South Osceola Pkwy
PLAN (DRC) NUMBER: LUPA-22-0001**

**DATE: 2/23/2022
SDOC#: 2017/18-0020**

**Review Status:
CHOOSE REVIEW STATUS.**

OSCEOLA COUNTY SCHOOL DISTRICT - Jason Lindsey - 407.518.2964 - Jason.Lindsey@osceolaschools.net

Comments/Conditions (if applicable):

This Land Use Plan Amendment for Industrial Warehouse Center has no impact on public schools.

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 forthcoming 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

**DATE: 2/23/2022
PROJECT: 3151 BILL BECK BLVD
DRC NUMBER: LUPA-22-0001
REVIEW NUMBER: 1**

**Review Status:
APPROVED WITH CONDITIONS**

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

CONDITIONS OF APPROVAL:

- 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.

###



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: Constellation Land Use Plan Amendment Application
Poulos & Bennett Job No. 21-167

Dear Brenda:

In follow-up to the November 5, 2021, meeting with City of Kissimmee Senior Staff, Poulos & Bennett, LLC, is pleased to submit the enclosed Land Use Plan Amendment Application in support of the development of a 1,020,000 SF Industrial Warehouse Center.

The Constellation project property is located on the western boundary of the Florida Turnpike, north and south of Osceola Parkway.

We look forward to working with Planning Staff to bring this extraordinary economic development opportunity to the City of Kissimmee.

Please do not hesitate to contact me if you have any questions or need additional information to begin the staff review of our application. I may be reached at the number above, or at amcgillis@poulosandbennett.com.

Sincerely,

A handwritten signature in black ink that reads "Allison McGillis".

Allison McGillis, AICP
Planning Team Leader

c: Scott Alexander, Constellation Real Estate Partners

Constellation Land Use Plan Amendment

Kissimmee, Florida

Prepared For:

**Constellation Real Estate Partners
2021 McKinney Ave., Suite 300
Dallas, Texas 75201**

January 28, 2022



2602 E. Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 2856

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<i>Section 2</i>	<i>Land Use Plan Amendment Background Data</i> <i>A.</i> Existing Conditions <i>B.</i> Statement of Intended Use
<i>Section 3</i>	<i>Comprehensive Plan Analysis and Justification</i>
<i>Section 4</i>	<i>Public Facilities Analysis</i> Potable Water and Wastewater Solid Waste Transportation Stormwater
<i>Section 5</i>	<i>Environmental & Cultural Information</i>
<i>Section 6</i>	<i>Maps</i> Aerial Map Location Map Existing Future Land Use Map Proposed Future Land Use Map Zoning Map Soils Map FEMA Map
<i>Section 7</i>	<i>Exhibits</i> <i>A.</i> Ordinance 2529 <i>B.</i> Preliminary Ecological Analysis Report (PEA) <i>C.</i> Division of Historical Resources Letter <i>D.</i> Traffic Impact Analysis (To Be Submitted Under Separate Cover) <i>E.</i> Boundary Survey

SECTION 1: APPLICATION DOCUMENTS

APPLICATION FORMS



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: Constellation Land Use Plan Amendment DRC#

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

Agent Signature: Allison McGillis Date: 1/27/22

Agent Name (Print): Allison McGillis, AICP

Property Owner Signature: Michael D. Spears Date: 01-10-2022

Property Owner Name (Print): Michael D. Spears



CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW



PROJECT

Name of Project: Constellation Land Use Plan Amendment
Location (Address if possible): East of Bill Beck Blvd, North and South of Osceola Parkway
Parcel ID#: 02-25-29-1448-0001-0090; 02-25-29-00U0-0032-0000; 02-25-29-00U0-0025-0000

APPLICANT

Name: Scott Alexander
Firm: Constellation Real Estate Partners
Address: 2021 McKinney Avenue Suite 300, Dallas, TX 75201
Phone: () - X E-Mail: scotta@constellationrep.com

AGENT (Contact Person)

Name: Allison McGillis, AICP
Firm: Poulos & Bennett, LLC
Address: 2602 E. Livingston Street, Orlando FL 32803
Phone: (407) 487 - 2594 E-Mail: amcgillis@poulosandbennett.com

OWNER

Name: Michael Spears
Firm: Wendell E. Spears Revocable Trust
Address: PO Box 1780, Winter Park FL 32790
Phone: () - E-Mail:

LEGAL DESCRIPTION/LOCATION

See attached legal description of Parcels 1-3.

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.**

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



CITY OF KISSIMMEE
APPLICATION FOR LAND USE PLAN AMENDMENT REQUEST

Present land use designation: CG, MF-HDR, MF-MDR, CONS

Present zoning district designation: MUPUD

Requested City land use designation: Industrial Business (IN), CONS (Unchanged)

What is the proposed zoning for the subject site: MUPUD (Unchanged)

(Submittal of a zoning map amendment request application is also required to be submitted with this request)

Is this submittal in conjunction with an Annexation request? **YES** () **NO** (X)

Ownership: When was the deed to this property last recorded?

Date: Jan. 4, 2016 Official Record of Deed Book 5816 Page 2674

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

See attached survey

Size (acres) of land included in the property: 114.25 acres

State why the proposed land use change of the property would be appropriate for the property and also the surrounding areas:

The property's strategic location being adjacent to the Florida Turnpike and having direct, signalized access

to Osceola Parkway make it appropriate for Industrial Uses that require a robust regional transportation network.

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: _____

Printed Name: _____ Signature: _____

* The applicant will need to attend all city meeting or the request will not be considered. Applicant may be required to provide additional data and analysis during the review process to support this proposed land use plan amendment.

See next page for approximate timing of the review process.

Approximate Review Time for a Land Use Plan Amendment Request:

OWNER AUTHORIZATION

POULOS & BENNETT

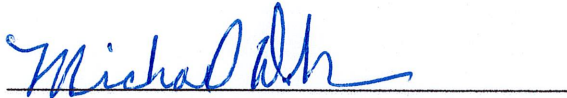
Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

January 7, 2022

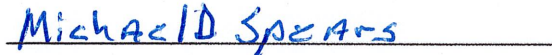
ATTN:
City of Kissimmee
Planning and Zoning Division
101 Church Street
Kissimmee, FL 34741

As Owner of the properties located at Parcel ID 02-25-29-00U0-0025-0000, 02-25-29-00U0-0032-0000, and 02-25-29-1448-0001-0090, I hereby authorize Poulos & Bennett, LLC to process any applications/permits necessary to amend the Constellation PUD (formerly known as the Ramona PUD) and establish the appropriate zoning and future land use designation for those Parcels identified above.

Please feel free to contact me at 407-310-4321 should you have any questions.



Signature



Printed Name

THE RAMONA ANN SPEARS DECLARATION OF TRUST
APPOINTMENT AND ACCEPTANCE OF ADDITIONAL TRUSTEE
OF THE ARTICLE I TRUST

WHEREAS, RAMONA ANN SPEARS was the initial Trustee of the Ramona Ann Spears Revocable Trust (the “Trust”) created under trust agreement dated June 26, 2002 (the “Trust Agreement”); and

WHEREAS, RAMONA ANN SPEARS, JAMES P. GRODECKI and PATRICK F. SPEARS are currently serving as co-Trustees under the Trust Agreement, with James P. Grodecki having been appointed as co-trustee by Ramona Ann Spears by instrument dated June 4, 2008 and Patrick F. Spears having been appointed as co-trustee by Ramona Ann Spears by instrument dated August 8, 2013; and

WHEREAS, Article XI (B) of the Trust Agreement (on page 17) provides as follows:

The settlor, or if the settlor is not living and able to act, the settlor’s husband may, at any time or times, appoint additional or successor trustees of any trust created under this agreement, including appointments that supersede the appointments of successor trustees under Subdivision (A) of this Article; provided, however, that the settlor’s husband may only appoint individuals or corporations who are not related or subordinate to the settlor’s husband (within the meaning of Section 672(c) of the Internal Revenue Code).

; and

WHEREAS, Article XI (G) of the Trust Agreement (on page 18) provides as follows:

Any appointment or removal of a trustee shall be effected by instrument signed and acknowledged by the person or persons authorized to take the action and delivered to the person being appointed or removed. Any appointment of a trustee may be revoked prior to the qualification of the person so appointed by instrument signed and acknowledged by the person or persons who made the appointment and delivered to the appointee.

; and

WHEREAS, RAMONA ANN SPEARS, as settlor desires to exercise the powers granted to her under Article XI (B) of the Trust Agreement to appoint an additional trustee as Co-Trustee under the Trust Agreement of the trust under Article I created under the Trust Agreement.

NOW THEREFORE, pursuant to Article XI (B) of the Trust Agreement, **RAMONA ANN SPEARS** hereby appoints **MICHAEL D. SPEARS** as Co-Trustee under the Trust Agreement of only the trust under Article I thereof, to act together as co-trustee with Ramona Ann Spears, James P. Grodecki and Patrick F. Spears.

MICHAEL D. SPEARS hereby acknowledges receipt of this *Appointment and Acceptance of Additional Trustee* and accepts his appointment as Co-Trustee of the trust under Article I under the Trust Agreement, effective immediately.

IN WITNESS WHEREOF, the undersigned has signed this *Appointment and Acceptance of Additional Trustee* this 27 day of January, 2017.

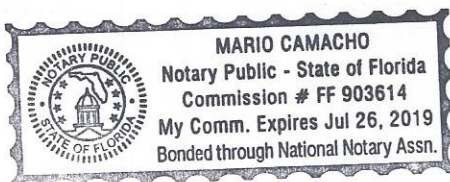
WITNESS:

Samantha Harper Ramona Ann Spears
Print name: Samantha Harper **RAMONA ANN SPEARS**

Angela Kovalisic
Print name: ANGELA KOVALISIC

STATE OF Florida)
)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me this 27 day of January, 2017, by **RAMONA ANN SPEARS**, who personally appeared before me and ☐ is personally known to me or ☒ produced FDL 9162721316830 as identification.



[Signature]
Notary Public (sign above)
Print Name: MARIO CAMACHO
Notary Public, State of: Florida
My Commission Expires: 7/26/19

IN WITNESS WHEREOF, the undersigned has signed this *Appointment and Acceptance of Additional Trustee* this 27 day of January, 2017.

[Signature]
MICHAEL D. SPEARS

Owner Affidavit/Agent Authorization
For
City of Kissimmee

The Ramona A Spears Revocable Trust ("Trust") is the Property Owner of the following parcel of land in the jurisdiction of the City of Kissimmee, Osceola County, Florida:

Parcel ID# 02-25-29-1448-0001-0090

The Trust has three (3) Trustees:

Michael Spears
Patrick Spears
James Grodecki

As a Trustee of the Ramona A Spears Revocable Trust, I hereby authorize Kathy Hattaway/Predevelopment Advisors, LLC to serve as the Authorized Agent for the above-listed parcel ("Property") in the application, review and approval processes for a Land Use Plan Amendment (LUPA-22-0001) and Planned Unit Development Zoning Amendment (PUD-22-0001) for the Property.



Michael Spears, Trustee

08-05-2022
Date

Owner Affidavit/Agent Authorization
For
City of Kissimmee

The Ramona A Spears Revocable Trust ("Trust") is the Property Owner of the following parcel of land in the jurisdiction of the City of Kissimmee, Osceola County, Florida:

Parcel ID# 02-25-29-1448-0001-0090

The Trust has three (3) Trustees:

Michael Spears
Patrick Spears
James Grodecki

As a Trustee of the Ramona A Spears Revocable Trust, I hereby authorize Kathy Hattaway/Predevelopment Advisors, LLC to serve as the Authorized Agent for the above-listed parcel ("Property") in the application, review and approval processes for a Land Use Plan Amendment (LUPA-22-0001) and Planned Unit Development Zoning Amendment (PUD-22-0001) for the Property.


Patrick Spears, Trustee

3/1/22
Date

**Owner Affidavit/Agent Authorization
For
City of Kissimmee**

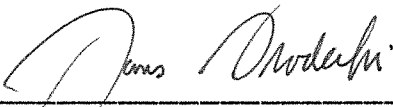
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Patrick Spears
James Grodecki

As a Trustee of the Ramona A Spears Revocable Trust, I hereby authorize Kathy Hattaway/Predevelopment Advisors, LLC to serve as the Authorized Agent for the above-listed parcel ("Property") in the application, review and approval processes for a Land Use Plan Amendment (LUPA-22-0001) and Planned Unit Development Zoning Amendment (PUD-22-0001) for the Property.



James Grodecki, Trustee

3-2-2022

Date

**Owner Affidavit/Agent Authorization
For
City of Kissimmee**

The Ramona A Spears 2008 Irrevocable Trust ("Trust") is the Property Owner of the following parcels of land in the jurisdiction of the City of Kissimmee, Osceola County, Florida:

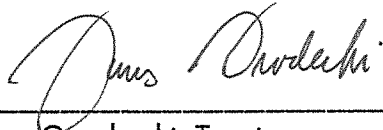
Parcel ID# 02-25-29-00U0-0032-0000

Parcel ID# 02-02-29-00U0-0025-0000

The Trust has one (1) Trustee:

James Grodecki

As the Trustee of the Ramona A Spears 2008 Irrevocable Trust, I hereby authorize Kathy Hattaway/Predevelopment Advisors, LLC to serve as the Authorized Agent for the above-listed parcels ("Property") in the application, review and approval processes for a Land Use Plan Amendment (LUPA-22-0001) and Planned Unit Development Zoning Amendment (PUD-22-0001) for the Property.



James Grodecki, Trustee

3-2-2022

Date

PROPERTY LEGAL DESCRIPTION

Legal Description

Legal Description: (PER COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9906038, EFFECTIVE DATE SEPTEMBER 29, 2021, AND WAS PROVIDED BY THE CLIENT)

PARCEL 1:

LOT 9, GATEWAY COMMONS NORTH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE(S) 28 THROUGH 32, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING WESTERLY OF FLORIDA TURNPIKE AND EASTERLY OF BILL BECK BLVD, LYING IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION FOR ROAD RIGHT OF WAY.

PARCEL 3:

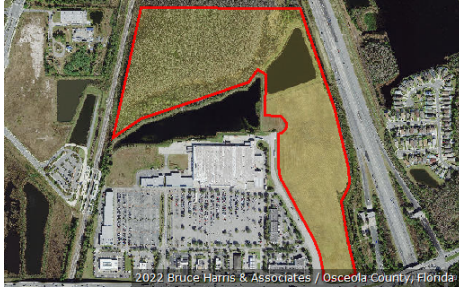
A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING WESTERLY OF FLORIDA TURNPIKE AND A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LYING WESTERLY OF FLORIDA TURNPIKE, LYING IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION FOR ROAD RIGHT OF WAY.

PROPERTY RECORD CARDS



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

Parcel: 02-25-29-1448-0001-0090



Owner Information

Owner Name WENDELL E SPEARS REVOCABLE TRUST
SPEARS RAMONA ANN TR
GRODECKI JAMES P

Mailing Address PO BOX 1780
WINTER PARK, FL 32790

Physical Address E OSCEOLA PKWY, KISSIMMEE FL 34744

Description VACANT COMMERCIAL

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/22/2022, which are subject to change prior to certification

Land	\$1,810,800
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$1,810,800
Assessed(estimated)	\$1,810,800
Exemption(estimated)	\$0
Taxable(estimated)	\$1,810,800

* 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 10/04/2021

Land	\$1,810,800
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$1,810,800
Assessed*	\$1,810,800
Exemption	\$0
Taxable	\$1,810,800

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0		\$0	2007-03-05	OR
1		\$0	2007-02-22	OR
2		\$0	2007-01-16	DC

Land Information - Total Acreage: 55.66

Land Description	Units	Depth	Land Type	Land Value
COM AC	29.00	0.00	AC	\$297,300
COM AC	20.43	0.00	AC	\$1,513,000
SUBMERGED LAND	6.23	0.00	AC	\$600

Legal Description

Legal Description GATEWAY COMMONS NORTH PB 13 PG 28-32 LOT 9



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2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 02-25-29-00U0-0032-0000



Owner Information

Owner Name RAMONA ANN SPEARS 2008 IRREVOCABLE TRUST
GRODECKI JAMES P TR

Mailing Address C/O JAMES P GRODECKI CPA
CHUMAN SIMON & GRODECKI LTD
CHICAGO, IL 60661-5615

Physical Address E OSCEOLA PKWY, KISSIMMEE FL 34744

Description VACANT COMMERCIAL WITH XFOB

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/22/2022, which are subject to change prior to certification

Land	\$1,478,700
AG Benefit	\$0
Extra Features	\$6,600
Buildings	\$0
Appraised(just)	\$1,485,300
Assessed(estimated)	\$1,485,300
Exemption(estimated)	\$0
Taxable(estimated)	\$1,485,300

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/04/2021

Land	\$1,577,000
AG Benefit	\$0
Extra Features	\$7,100
Buildings	\$0
Appraised(just)	\$1,584,100
Assessed*	\$1,584,100
Exemption	\$0
Taxable	\$1,584,100

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5816-2674	\$0	2016-05-23	SW
1		\$0	2012-02-10	AF
2		\$0	2007-03-05	OR
3		\$0	2007-02-22	OR
4		\$0	2007-01-16	DC
5	1175-0106	\$27,500	1994-03-07	QC
6	1107-2135	\$0	1992-12-29	WD
7	0905-0007	\$3,200,000	1988-12-30	WD

Land Information - Total Acreage: 22.63

Land Description	Units	Depth	Land Type	Land Value
COM AC	22.63	0.00	AC	\$1,478,700

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-CHAIN LINK FENCE-6 FT HIGH AVERAGE	1800	2007	\$6,552

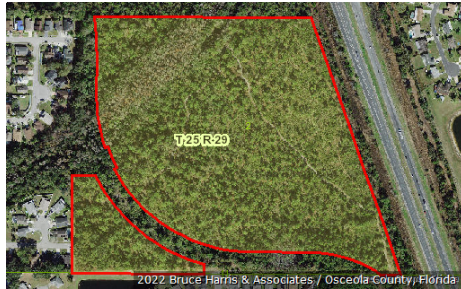
Legal Description

Legal Description	NW 1/4 OF SE 1/4 LYING WLY OF FLA TRNPK LESS RD RW & LESS THAT PORTION LYING WITHIN ABOVE SAID LEGAL: COM AT SW COR OF SE 1/4 OF 02-25-29, N00-11-38E 503.59 FT TO POB; CONT N00-11-38E 1961.47 FT TO PT ON S R/W LINE OF OSCEOLA PKWY, S78-24-46E 51.01 FT, S00-11-38W 694.31 F TO POC, CONC E, RAD 1450.46 FT, CENT ANG 17 DEG, (CH BEARING S08-17-32E 428.08 FT), SLY ALONG CURVE 429.65 FT, N89-35-38W 7.89 FT TO NON-TAN CURVE, CONC W, RAD 1450.46 FT, CENT ANG 09 DEG, (CH BEARING S04-07-12E 218.20 FT), SLY ALONG CURVE 218.40 FT, S00-11-38W 209.30 FT TO POC, CONC E, RAD 98.83 FT, CENT ANG 19 DEG, (CH BEARING S09-22-34E 265.61 FT), SLY ALONG CURVE 266.85 FT, N71-03-16E 15 FT TO NON-TAN CURVE, CONC NE, RAD 783.83 FT, CENT ANG 08 DEG, (CH BEARING S23-13-46E 117.10 FT), SELY ALONG CURVE 117.21 FT, S57-33-39W 15.05 FT TO NON-TAN CURVE, CONC NE, RAD 864.25 FT, CENT ANG 62 DEG, (CH BEARING S58-36-00E 822.71 FT), SELY ALONG CURVE 864.25 FT, S89-35-38E 312.31 FT TO POC, CONC S, RAD 595.67 FT CENT ANG 36 DEG, (CH BEARING S71-29-35E 370.14 FT), ELY ALONG CURVE 376.37 FT, N89-35-38W 907.74 FT, N00-24-22E 48.64 FT TO NON-TAN CURVE, CONC NE, RAD 898.83 FT, CENT ANG 47 DEG, (CH BEARING N50-17-37W 718.97 FT), NWLY ALONG CURVE 739.66 FT, N89-48-23W 119.04 FT TO POB
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Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 02-25-29-00U0-0025-0000



Owner Information

Owner Name RAMONA ANN SPEARS 2008 IRREVOCABLE TRUST
GRODECKI JAMES P TR

Mailing Address C/O JAMES P GRODECKI CPA
CHUMAN SIMON & GRODECKI LTD
CHICAGO, IL 60661-5615

Physical Address E OSCEOLA PKWY, KISSIMMEE FL 34744

Description VACANT INDUSTRIAL WITH XFOB

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/22/2022, which are subject to change prior to certification

Land	\$581,000
AG Benefit	\$0
Extra Features	\$5,100
Buildings	\$0
Appraised(just)	\$586,100
Assessed(estimated)	\$586,100
Exemption(estimated)	\$0
Taxable(estimated)	\$586,100

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/04/2021

Land	\$678,800
AG Benefit	\$0
Extra Features	\$5,500
Buildings	\$0
Appraised(just)	\$684,300
Assessed*	\$670,230
Exemption	\$0
Taxable	\$670,230

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5816-2674	\$0	2016-05-23	SW
1		\$0	2007-03-05	OR
2		\$0	2007-02-22	OR
3		\$0	2007-01-16	DC
4	1107-2135	\$0	1992-12-29	WD
5	0905-0007	\$3,200,000	1988-12-30	WD

Land Information - Total Acreage: 37.84

Land Description	Units	Depth	Land Type	Land Value
INDUSTRIAL ACREAGE	37.84	0.00	AC	\$581,000

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-CHAIN LINK FENCE-6 FT HIGH AVERAGE	1400	2007	\$5,096

Legal Description

Legal Description	SW 1/4 OF SE 1/4 LYING WLY OF FLA TURNPIKE & SE 1/4 OF SE 1/4 LYING WLY OF FLA TURNPIKE LESS THAT PORTION LYING WITHIN ABOVE SAID LEGAL: COM AT SW COR OF SE 1/4 OF 02-25-29, N00-11-38E 503.59 FT TO POB; CONT N00-11-38E 1961.47 FT TO PT ON S R/W LINE OF OSCEOLA PKWY, S78-24-46E 51.01 FT, S00-11-38W 694.31 F TO POC, CONC E, RAD 1450.46 FT, CENT ANG 17 DEG, (CH BEARING S08-17-32E 428.08 FT), SLY ALONG CURVE 429.65 FT, N89-35-38W 7.89 FT TO NON-TAN CURVE, CONC W, RAD 1450.46 FT, CENT ANG 09 DEG, (CH BEARING S04-07-12E 218.20 FT), SLY ALONG CURVE 218.40 FT, S00-11-38W 209.30 FT TO POC, CONC E, RAD 98.83 FT, CENT ANG 19 DEG, (CH BEARING S09-22-34E 265.61 FT), SLY ALONG CURVE 266.85 FT, N71-03-16E 15 FT TO NON-TAN CURVE, CONC NE, RAD 783.83 FT, CENT ANG 08 DEG, (CH BEARING S23-13-46E 117.10 FT), SELY ALONG CURVE 117.21 FT, S57-33-39W 15.05 FT TO NON-TAN CURVE, CONC NE, RAD 864.25 FT, CENT ANG 62 DEG, (CH BEARING S58-36-00E 822.71 FT), SELY ALONG CURVE 864.25 FT, S89-35-38E 312.31 FT TO POC, CONC S, RAD 595.67 FT CENT ANG 36 DEG, (CH BEARING S71-29-35E 370.14 FT), ELY ALONG CURVE 376.37 FT, N89-35-38W 907.74 FT, N00-24-22E 48.64 FT TO NON-TAN CURVE, CONC NE, RAD 898.83 FT, CENT ANG 47 DEG, (CH BEARING N50-17-37W 718.97 FT), NWLY ALONG CURVE 739.66 FT, N89-48-23W 119.04 FT TO POB
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SECTION 2: LAND USE PLAN AMENDMENT BACKGROUND DATA

A. Existing Conditions

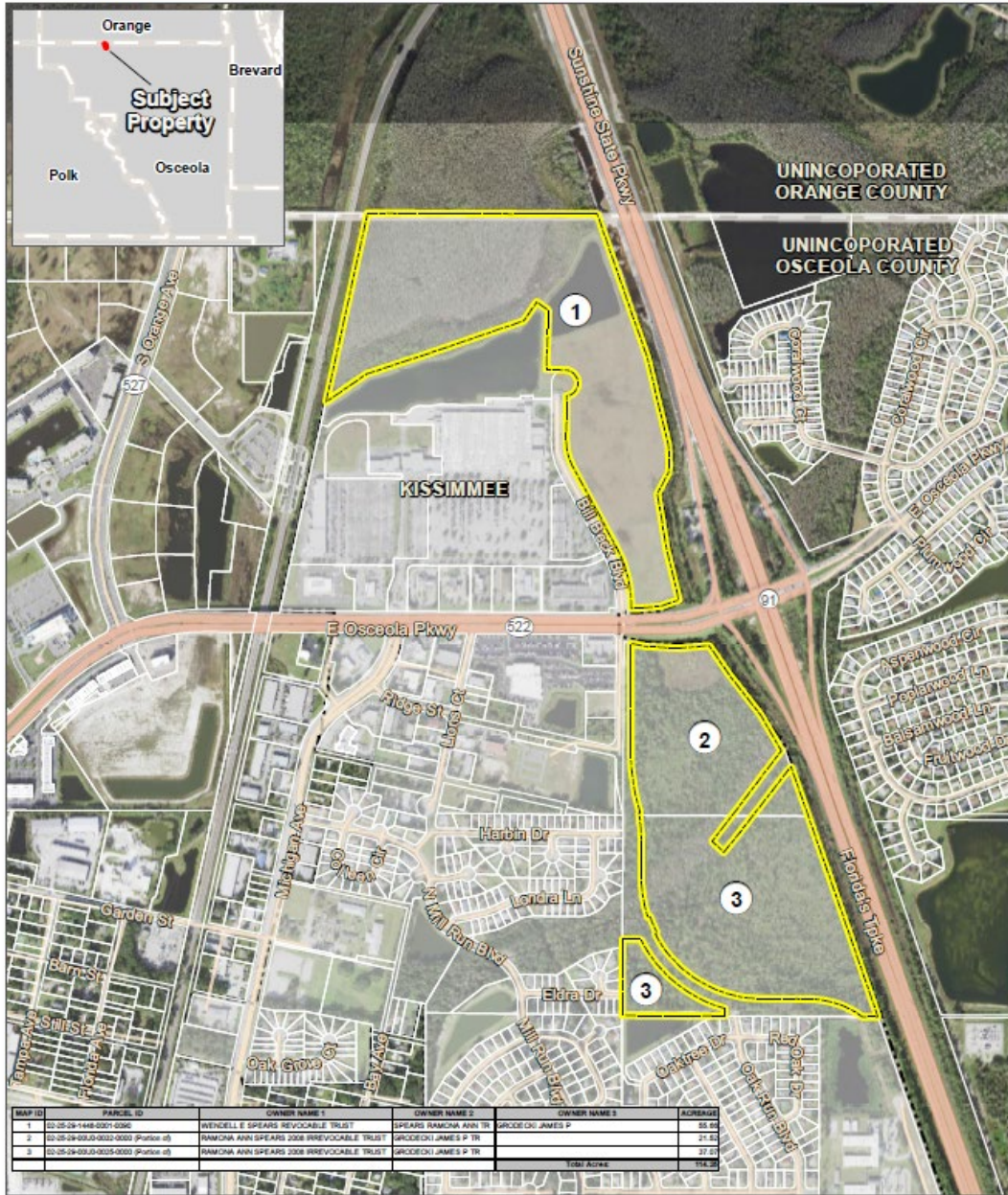
This proposed Land Use Plan Amendment affects three parcels of land totaling 114.25 acres located adjacent to, and west of, the Florida Turnpike, and north and south of Osceola Parkway (“Property”). The Property Location Map is provided below.

The parcel located north of Osceola Parkway (identified as Parcel 1 on the survey included in Section 7.E. of this application package), and identified by the Osceola Property Appraiser as Parcel ID# 02-25-29-1448-0001-0090, is approximately 55.66 acres in size. The northern portion of Parcel 1 is subject to a Conservation Easement in favor of the South Florida Water Management District. The remainder of Parcel 1 has been mass-graded. A stormwater pond was permitted and constructed on the parcel that is sized to accommodate the remaining developable area of the parcel.

Two parcels are located south of Osceola Parkway. The parcel identified on the survey as Parcel 2, and identified by the Osceola County Property Appraiser as Parcel ID# 02-25-29-00U0-0032-0000, is approximately 22.63 acres in size. The parcel identified on the survey as Parcel 3, and identified by the Osceola County Property Appraiser as Parcel ID# 02-25-29-00U0-0025-0000, is approximately 37.84 acres in size. Parcels 1 and 2 each contain a portion of the environmental area known as Mills Slough.

An extension of Bill Beck Boulevard from the southern boundary of Osceola Parkway south past the Property boundary is planned by Osceola County. The roadway extension design plans are complete and construction is scheduled to begin this year.

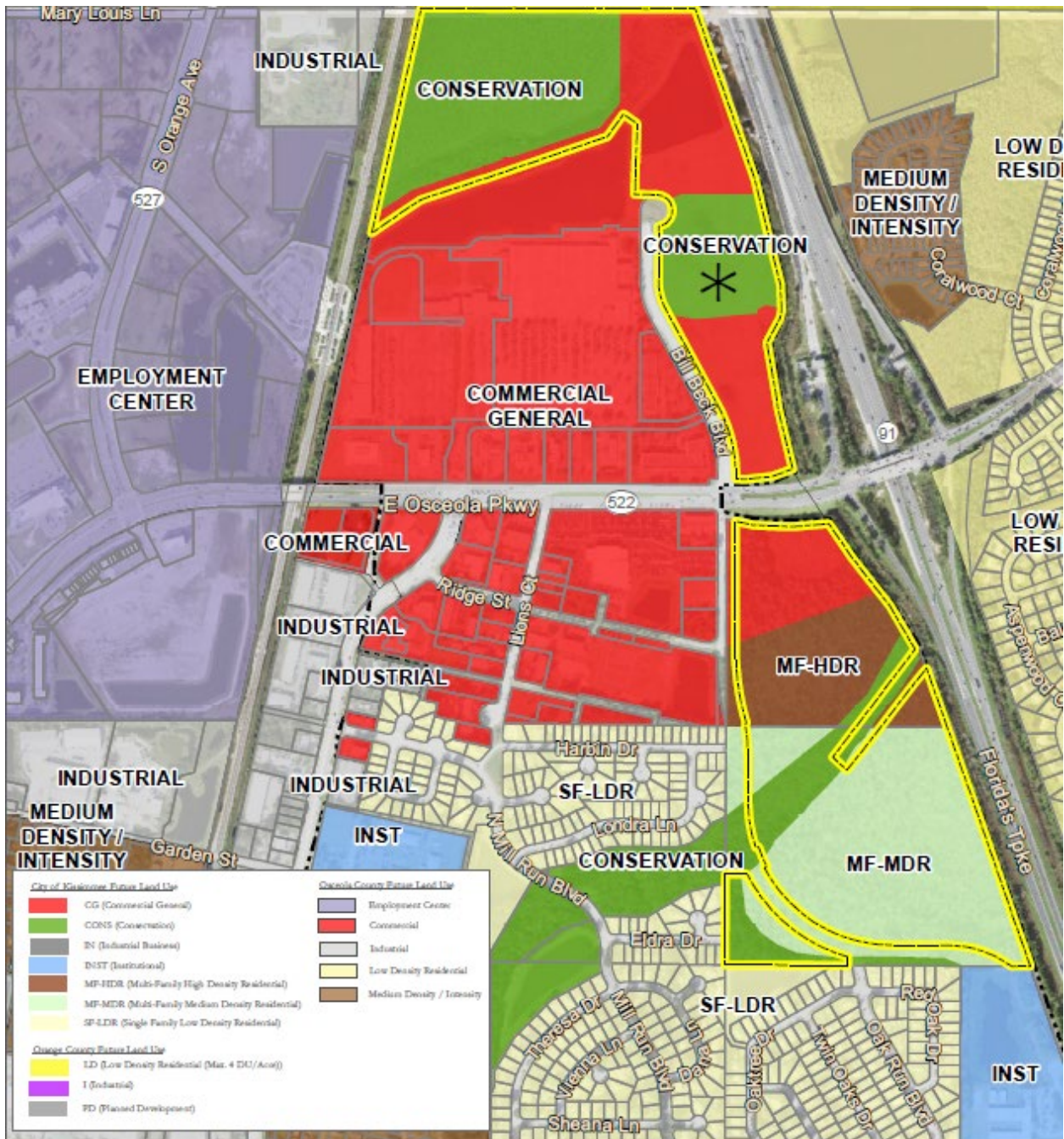
Location Map



The existing Future Land Use designations on the Property are Commercial General (CG), Multi-Family High Density Residential (MF-HDR), Multi-Family Medium Density Residential (MF-MDR) and Conservation (CONS), as illustrated in the Existing Future Land Use Map below.

Note: The Conservation Future Land Use area identified by the asterisk (*) on Parcel 1 was changed to Commercial General Future Land Use by the adoption of Ordinance 2529 on August 7, 2004. A copy of Ordinance 2529 is included in Section 7.A. of this application package. The Future Land Use designations on the below map were downloaded from the City's GIS files.

Existing Future Land Use Map



B. Statement of Intended Use

This Land Use Plan Amendment application requests that the existing Future Land Use designations on all portions of the Property, other than the Conservation Future Land Use areas, be changed to Industrial Business (IN). No change is proposed to the Conservation Future Land Use areas on the Property; noting that the correct Future Land Use designation on the Conservation area in the central portion of Parcel 1 is Commercial General.

The intended use of the Property under the proposed Industrial Business Future Land Use is the development of an up to 1,020,000 square foot Industrial Warehouse Center. The proximity of the Property to the Osceola Parkway interchange on the Florida Turnpike makes the location ideal for the proposed use. A successful warehouse facility of this size relies on a regional roadway network to facilitate the movement of goods throughout our state and the nation.

Industrial development is an important economic catalyst for the City, and this Land Use Plan Amendment will ensure that the industrial sector of the City's economy continues to grow. The proposed development has the full support of the City's Economic Development Department, as evidenced by comments made by Economic Development Director, Belinda Ortiz Kirkegard, at the project's initial meeting with City Officials on November 5, 2021.

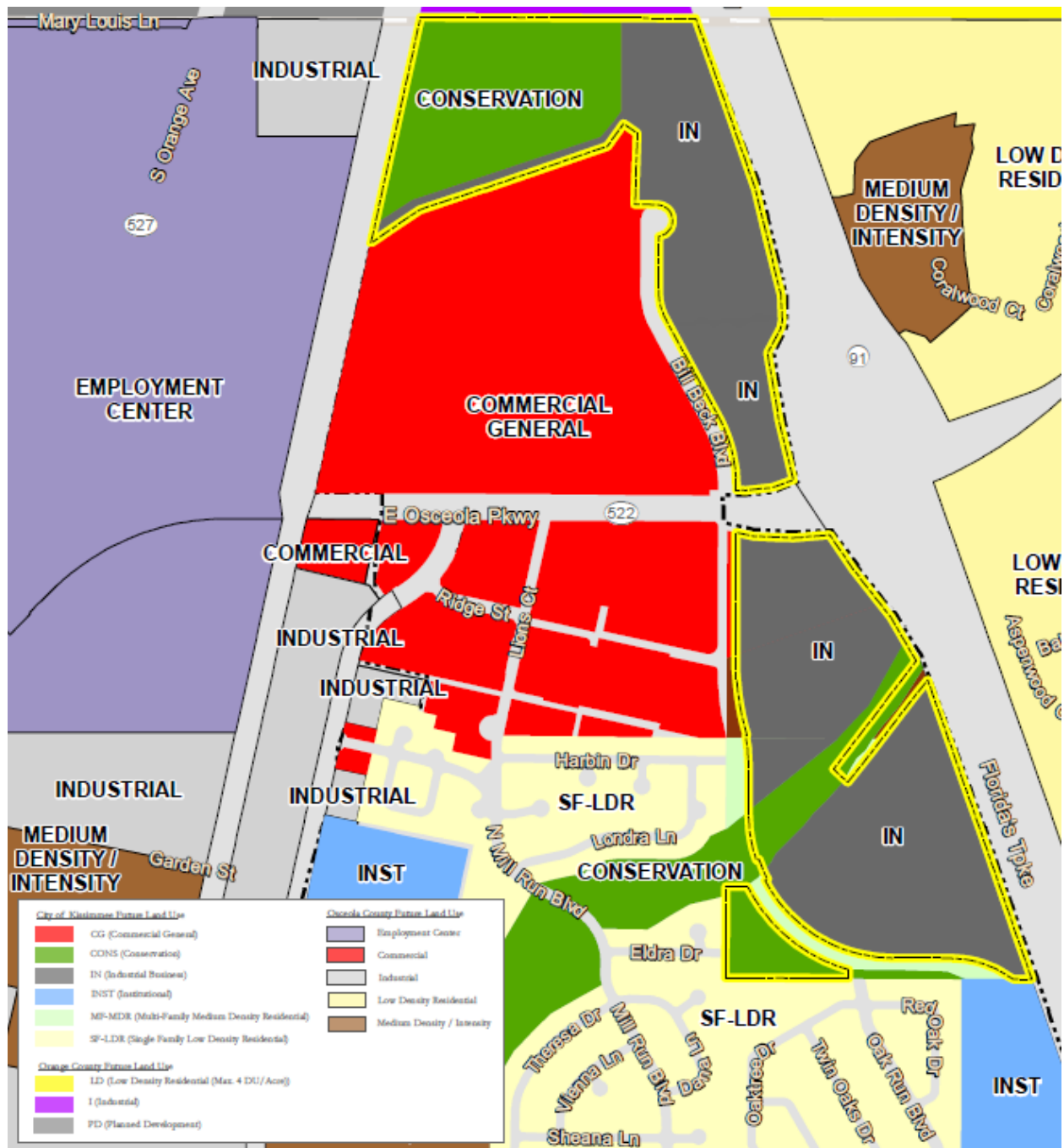
Concurrent with this Land Use Plan Amendment application, the Applicant submitted a PUD Amendment for the Constellation MUPUD (f/k/a Ramona MUPUD) to establish the entitlements for 1,020,000 SF of warehouse uses on the Property.

The table below, and Proposed Future Land Use Map that follows, further illustrate that the proposed IN Future Land Use and MUPUD uses are consistent and compatible with surrounding land uses. The portion of the Property north of Osceola Parkway is located between the Florida Turnpike to the east and Commercial General Future Land Use, developed as a WalMart and a variety of general commercial uses, to the west. The portion of the Property south of Osceola Parkway is also bounded by the Florida Turnpike on the east. The western and southern boundaries are adjacent to a mix of Commercial General, Institutional, Residential and Conservation uses. It is important to note that the fifty-foot (50') Bill Beck Boulevard Extension right-of-way and the Conservation areas on the Property will combine to provide a significant buffer between the Property and the existing residential development.

Surrounding Future Land Use and Zoning Table

	Future Land Use	Zoning
North	Orange County – Industrial	Orange County – A-2
East	Florida Turnpike	Florida Turnpike
South	SF-LDR, INST	RA-3, AC
West	CG, SF-LDR, CONS	B-3, RPUD

Proposed Future Land Use Map



Proposed Future Land Use Acreage

Future Land Use	Acres
Industrial Business (IN)	79.84
Conservation	34.41
Total Property	114.25

SECTION 3: COMPREHENSIVE PLAN ANALYSIS AND JUSTIFICATION

The following section analyzes how the proposed development is consistent with the Goals, Objectives, and Policies in the City of Kissimmee Comprehensive Plan. Those policies from each element of the Comprehensive Plan that are relevant to the proposed development have been included below, with a corresponding statement as to how the proposed development meets the intent of the stated policies. **Responses are provided in BOLD.**

Objective 1.1.3: PLANNING FOR INDUSTRIAL DEVELOPMENT. Sufficient land shall be maintained to accommodate and support industrial development in specific areas of the City.

Policy 1.1.3.1: GENERAL CONSIDERATIONS FOR LOCATING INDUSTRIAL DEVELOPMENT. The allocation of land resources for industrial development shall reflect the location, public facilities, and space requirements of industrial activities and potential fiscal, environmental, and socioeconomic impacts on the City.

Response: The proposed location of the Industrial Business Future Land Use is consistent with the intent of the above Objective and Policy. Industrial development is an important economic catalyst for the City, and this Land Use Plan Amendment will ensure that the industrial sector of the City's economy continues to grow. The location of the Property is in the northeast quadrant of the City, which is located less than a mile from the new Tupperware SunRail station and other existing industrial land uses to the west, and immediately adjacent to the Florida Turnpike on the east, which supports the long-term pattern of development specified in the Comprehensive Plan.

Policy 1.1.3.3: PURSUE SELECTIVE INDUSTRIAL EXPANSION. The City shall pursue a strategy of selective expansion of its industrial base, in accordance with the objectives and policies contained in the Economic Development Element, and other elements of this Plan. The City shall encourage industries that contribute optimally to the City's economy and that of the Central Florida region.

Response: The proposed use of the Property as an Industrial Warehouse Center located in proximity to a transit station and high-intensity corridor provides a significant opportunity for the long-range economic development of the City and supports the broader economy of the Central Florida region.

Policy 1.1.3.4: PURSUE NUISANCE ABATEMENT STANDARDS AND CRITERIA. The City shall prevent nuisance impacts frequently associated with industrial activities by maintaining performance standards for managing emission of noise, air pollutants, odor, vibration, fire or explosive hazard, and glare.

Policy 1.1.3.5: DISCOURAGE INCOMPATIBLE LAND USES. The City shall discourage non-industrial land uses, such as churches and schools, in industrial areas to preserve industrial lands for employment-focused uses.

Response: The proposed Industrial Warehouse Center on the Property will provide clean industrial uses that enhance the City's economy. No non-industrial land uses, such as churches and schools, are requested in the companion PUD Amendment for the Property.

Objective 1.1.5: PROMOTE INNOVATIVE LAND USE STRATEGIES AND URBAN DESIGN PRINCIPLES, AND RESOURCE CONSERVATION. The City shall continue to seek and implement innovative ways to promote and enhance land use and transportation connectivity while conserving natural resources through compact development patterns. Areas of particular focus for the City include major activity centers such as the Downtown Community Redevelopment Area, including the City's Central Business District (CBD), the Vine Street Corridor Community Redevelopment Area, the Medical Arts District, the Lake Tohopekaliga Waterfront, and the whole of the Multimodal Transportation District.

Policy 1.1.5.4: COMMUNITY APPEARANCE AND THE NATURAL ENVIRONMENT. Special emphasis shall be placed on preserving and/or improving the character of major natural features, including the Lake Tohopekaliga shoreline, Mill Slough, and Shingle Creek which serve as focal points and amenities for City residents and visitors.

Policy 1.1.5.5: EFFICIENT USE OF RESOURCES. The efficient use of natural resources, including energy supplies, shall be accomplished through the application of compact development patterns, energy-efficient building and site design, the application of mixed land uses, and support of multimodal transportation options.

Policy 1.1.5.6: RESTRICTION OF LAND USES TO PROTECT WETLANDS AND WATER QUALITY AND QUANTITY. The City will continue to protect water quality through the restriction of land use activities that may adversely affect wetlands and the quality and quantity of water sources, including natural groundwater recharge areas, wellhead protection areas, and surface waters.

Policy 1.1.5.7: LAND USE COORDINATION. The City shall coordinate its future land uses with natural systems, (including topography, soil conditions, vegetation, potable water wellfields, and other environmentally sensitive land and water resources) through the continued implementation of the City's adopted Land Development Regulations. Land use shall also be predicated on availability of infrastructure and service systems required to support land use activities.

Response: Conservation Future Land Use has been established over the existing Mill Slough and wetlands located along the banks thereof, as well as areas of the Property both north and south of Osceola Parkway. No change is proposed to the existing Conservation Future Land Use designations on the Property.

Objective 1.2.2: NON-RESIDENTIAL AND MIXED-USE LAND USES. The City shall provide and maintain non-residential and mixed-use future land use categories in proportion, and with identified intensities and mixes of uses, to satisfy the commercial and office, industrial, institutional, utility, recreation, and conservation needs of residents and visitors. These future land uses shall be identified on the Future Land Use Map.

Policy 1.2.2.1: NON-RESIDENTIAL INTENSITY. The City shall measure non-residential development and redevelopment project intensities using Floor Area Ratio (FAR). FAR shall be expressed as the result of the total square feet of structural development, excluding structured parking and surface parking areas, divided by the gross area of the development or redevelopment site, in square feet.

Policy 1.2.2.3: PROTECTION OF STABLE RESIDENTIAL NEIGHBORHOODS. The City shall discourage the mixture of residential and non-residential future land uses in stable residential neighborhoods, and where uses and associated densities and intensities are incompatible. Compatibility shall be guided by policies contained in this Plan, and the Land Development Code.

Response: The proposed Land Use Plan Amendment and companion PUD Amendment development will not encroach into the residential areas near the Property. The Property is separated from residential areas by the Bill Beck Boulevard Extension right-of-way and Conservation land. Development of the Property under PUD development standards will ensure proper buffering is included in site design.

Policy 1.2.4.1: INDUSTRIAL LAND USE DESIGNATIONS. The allocation of land use designations should provide a high priority to industry's frequent need for strategically located lands which are accessible by air, rail and major transportation thoroughfares, as well as labor markets and necessary urban services. The industrial land use designations are intended to provide strategically located sites principally within the airport environs, adjacent to the SunRail tracks in areas where industrial development already exists, developing areas along John Young Parkway and Thacker Avenue north of Carroll Street, and within newly annexed areas suitable for industrial development due to consistency with the objectives and policies of this element.

Policy 1.2.4.3: INDUSTRIAL BUSINESS LAND USE DESIGNATION (IN). The Industrial Business (IN) land use designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

Response: The proposed Industrial Future Land Use area is ideally located in a geographic area specifically identified in Policy 1.2.4.1 as having a high priority for industrial development: it is proximate to major transportation thoroughfares, labor markets and necessary urban services. The proposed industrial uses in the companion PUD Amendment are consistent with the term “light industrial” use. The proposed development will meet the requirements of the Land Development Code for permitted uses and development standards.

Objective 1.2.8: MAINTAINING RECREATION AND CONSERVATION LAND USES DESIGNATIONS. The Recreation and Conservation designations have been established to direct the preservation of major open spaces and recreation areas, including golf courses, parks, recreation areas, as well as environmentally sensitive areas such as Lake Tohopekaliga, Shingle Creek, Mill Slough, and major natural systems the City has committed to retain, preserve, and/or conserve as essential systems, excepting approved limited/passive uses as established in the land development regulations.

Policy 1.2.8.2: CONSERVATION LAND USE DESIGNATION (CONS). Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas.

Response: Conservation Future Land Use has been established over the existing Mill Slough and wetlands located along the banks thereof, as well as areas of the Property both north and south of Osceola Parkway. No change is proposed to the existing Conservation Future Land Use designations on the Property.

SECTION 4: PUBLIC FACILITIES ANALYSIS

Per Policy 8.1.3.1 of the Comprehensive Plan, future applications for development shall comply with the levels of services for the water and wastewater systems, solid waste system, stormwater management, recreation, and the transportation systems. Policy 8.1.4.1 provides the Level of Service standards used by the City in reviewing the impact of new development upon public facilities.

Below is the Level of Service established in Policy 8.1.4.1 for public facilities in the proposed project.

Potable Water and Wastewater

<u>Use</u>	<u>Gallons Per Day</u>	
	Water	Wastewater
Industrial – Warehouses (per sanitary plumbing fixture)	150	150

The proposed development will be served by central potable water facilities and shall meet the Level of Service standards for potable water supply established by the Tohopekaliga Water Authority (TWA).

Commercial*	0.1 gpd per gross square ft. of floor area
*No Industrial rate provided	

Solid Waste

5.1 pounds per person per day

Transportation

Compliance with Level of Service standards for Transportation facilities will be analyzed in a Traffic Impact Analysis to be submitted under separate cover.

Stormwater

Compliance with Level of Service standards for Stormwater Management will be analyzed in drainage analyses included with subsequent permitting applications. The proposed development will be served by an onsite stormwater system that meets City of Kissimmee and South Florida Water Management District requirements.

SECTION 5: ENVIRONMENTAL & CULTURAL INFORMATION

Environmental Assessment

A Preliminary Ecological Assessment Report (PEA) for the Property prepared by CPH and dated October 2021 is included in Section 7.B. of this application package.

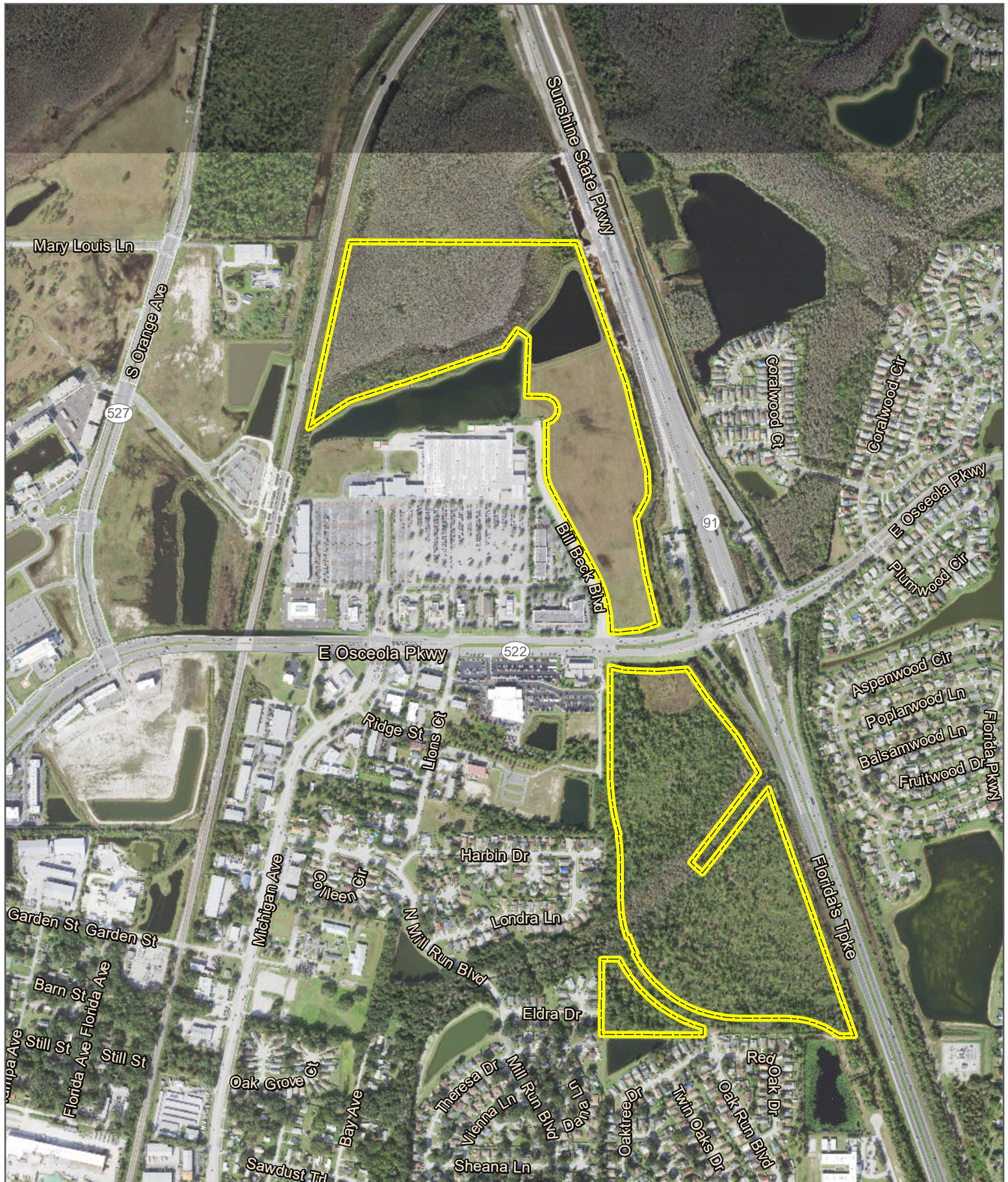
The PEA identified and analyzed the following Property features:

- Soils
- Vegetation and Land Use Types
- Wetlands and Surface Waters (and anticipated permitting requirements)
- Protected Fauna and Flora (and anticipated permitting requirements)

Cultural/Archaeological Information

A letter from the Florida Division of Historical Resources dated January 4, 2022, states that the Florida Master Site File lists no cultural resources on the Property. A copy of the letter is included in Section 7.C. of this application package.

SECTION 6: MAPS

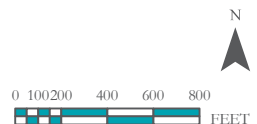


Map Source: Esri, Osceola County

Subject Property

Aerial Map

CONSTELLATION FUTURE LAND USE AMENDMENT



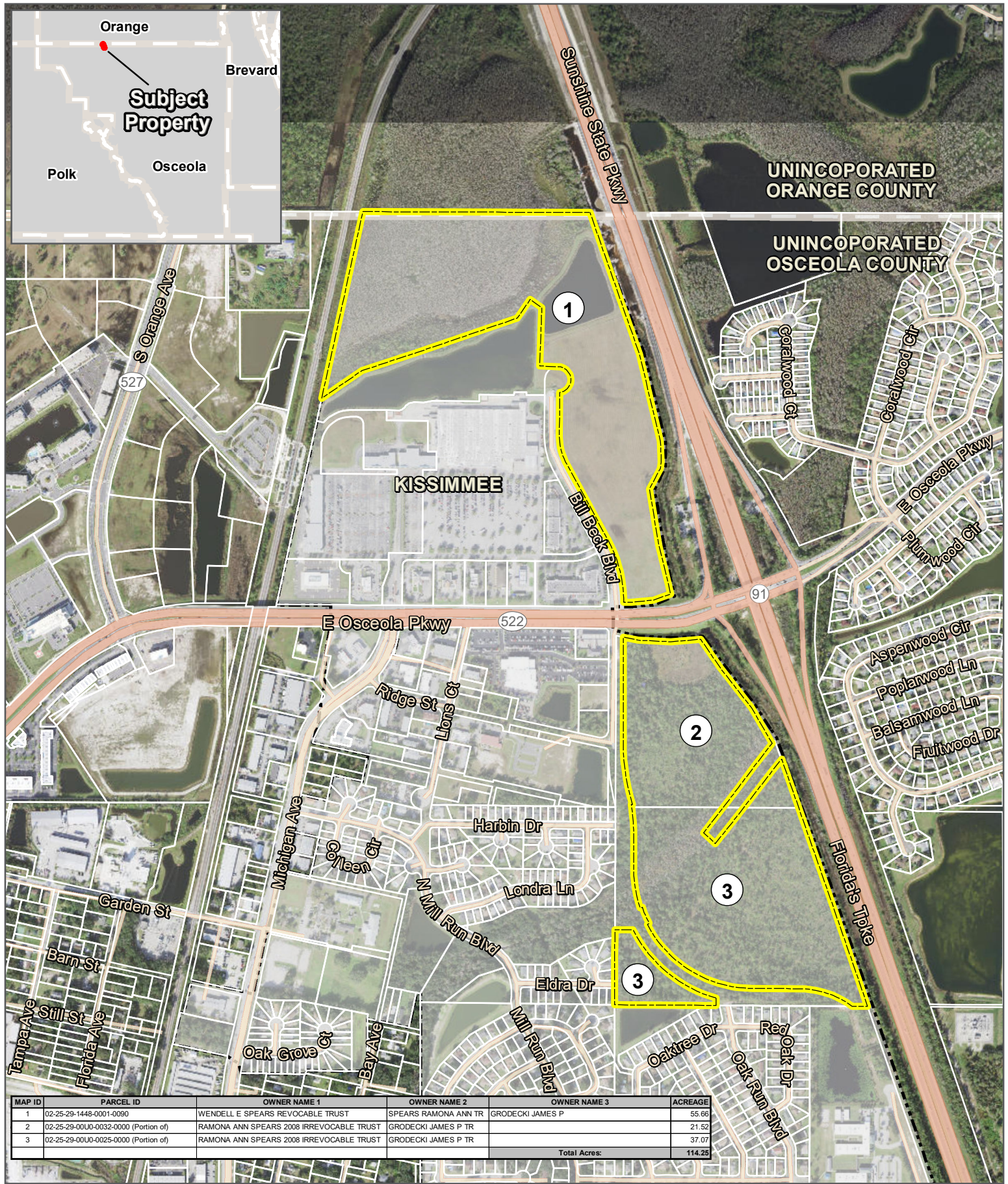
12/28/2021
P & B Job No: 21-167

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

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Planning QA/QC		
Information	Initials	Date
Prepared	NM	1/4/2022
Transcribed		



MAP ID	PARCEL ID	OWNER NAME 1	OWNER NAME 2	OWNER NAME 3	ACREAGE
1	02-25-29-1448-0001-0090	WENDELL E SPEARS REVOCABLE TRUST	SPEARS RAMONA ANN TR	GRODECKI JAMES P	55.66
2	02-25-29-00U-0032-0000 (Portion of)	RAMONA ANN SPEARS 2008 IRREVOCABLE TRUST	GRODECKI JAMES P TR		21.52
3	02-25-29-00U-0025-0000 (Portion of)	RAMONA ANN SPEARS 2008 IRREVOCABLE TRUST	GRODECKI JAMES P TR		37.07
Total Acres:					114.25

Map Source: Esri, Osceola County

Subject Property

Municipal Boundary

Location Map

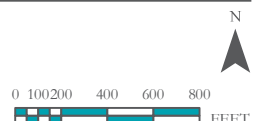
CONSTELLATION FUTURE LAND USE AMENDMENT

12/28/2021
P & B Job No: 21-167

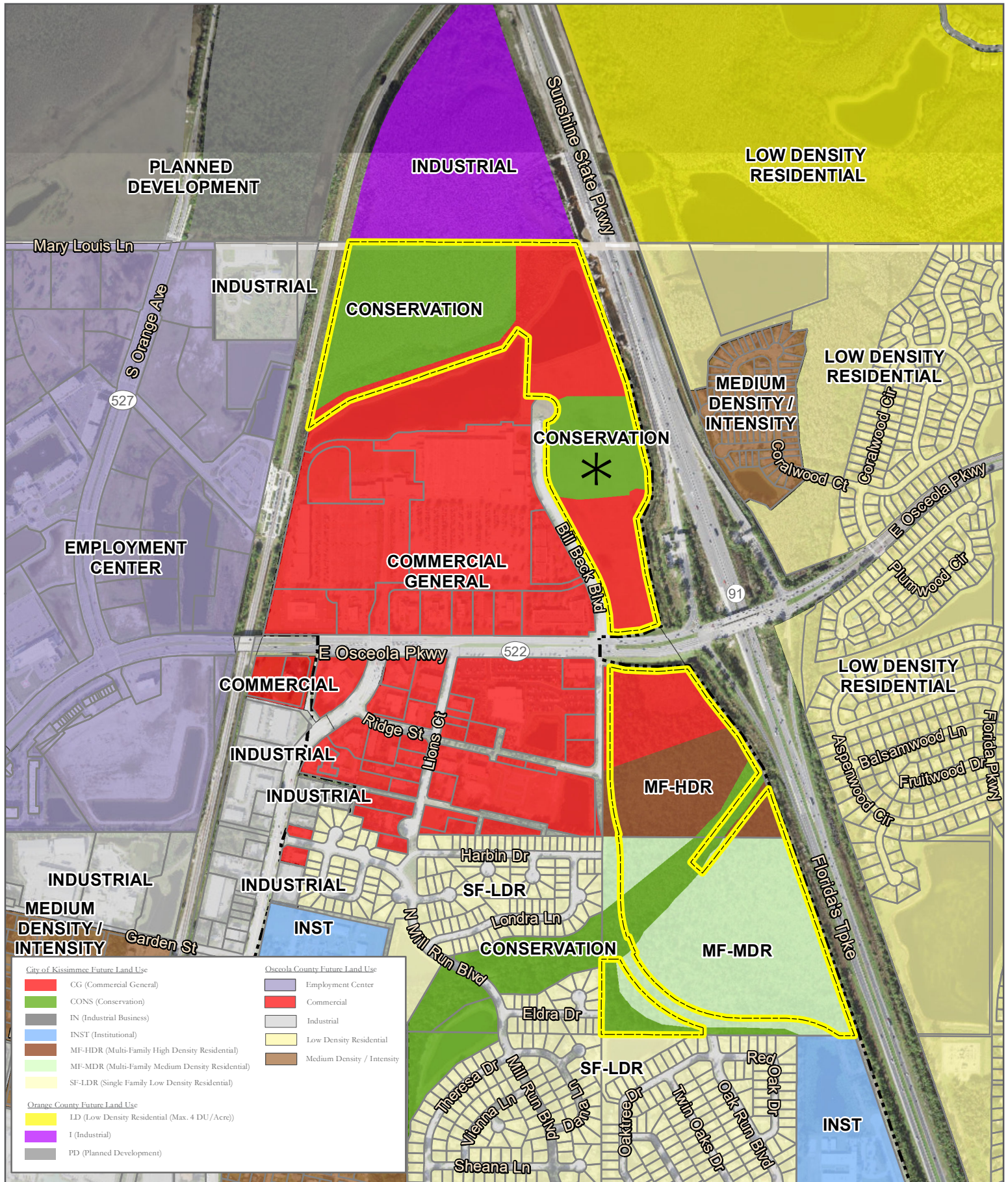
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Planning QA/QC	Initials	Date
Information		
Planner	NM	1/4/2022
Team Leader		



Map Source: Esri, City of Kissimmee, Osceola County, Orange County
 * changed administratively to CG per Ordinance 2529

Existing Future Land Use Map

CONSTELLATION FUTURE LAND USE AMENDMENT

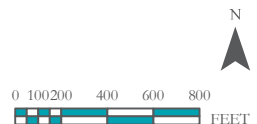
Subject Property
 Municipal Boundary

12/28/2021
 P & B Job No: 21-167

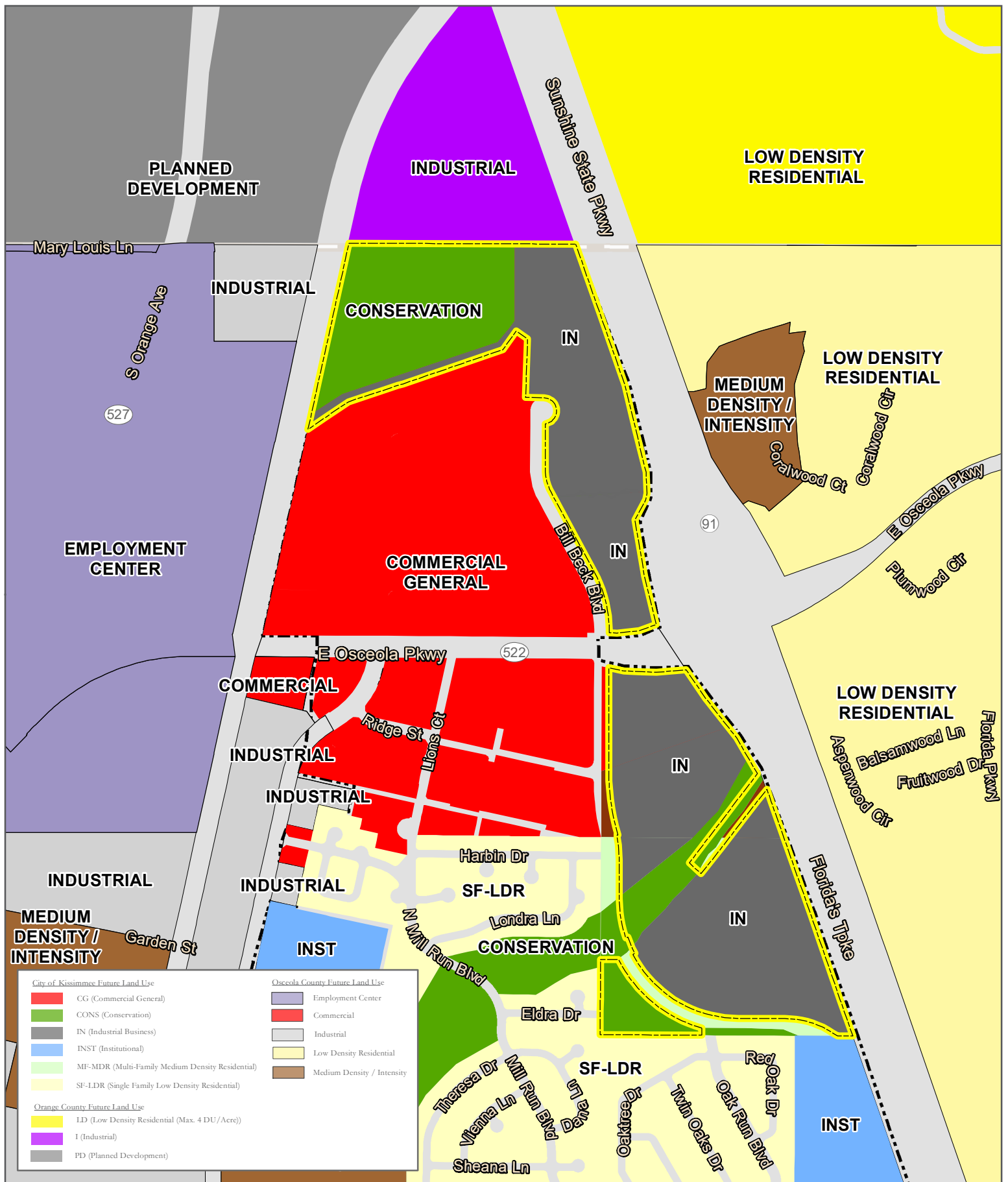
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Prepared	MM		11/14/2022
Reviewed			
Tracked			



Map Source: Esri, City of Kissimmee, Osceola County, Orange County

Proposed Future Land Use Map

CONSTELLATION FUTURE LAND USE AMENDMENT

Subject Property

Municipal Boundary

12/28/2021
P & B Job No: 21-167

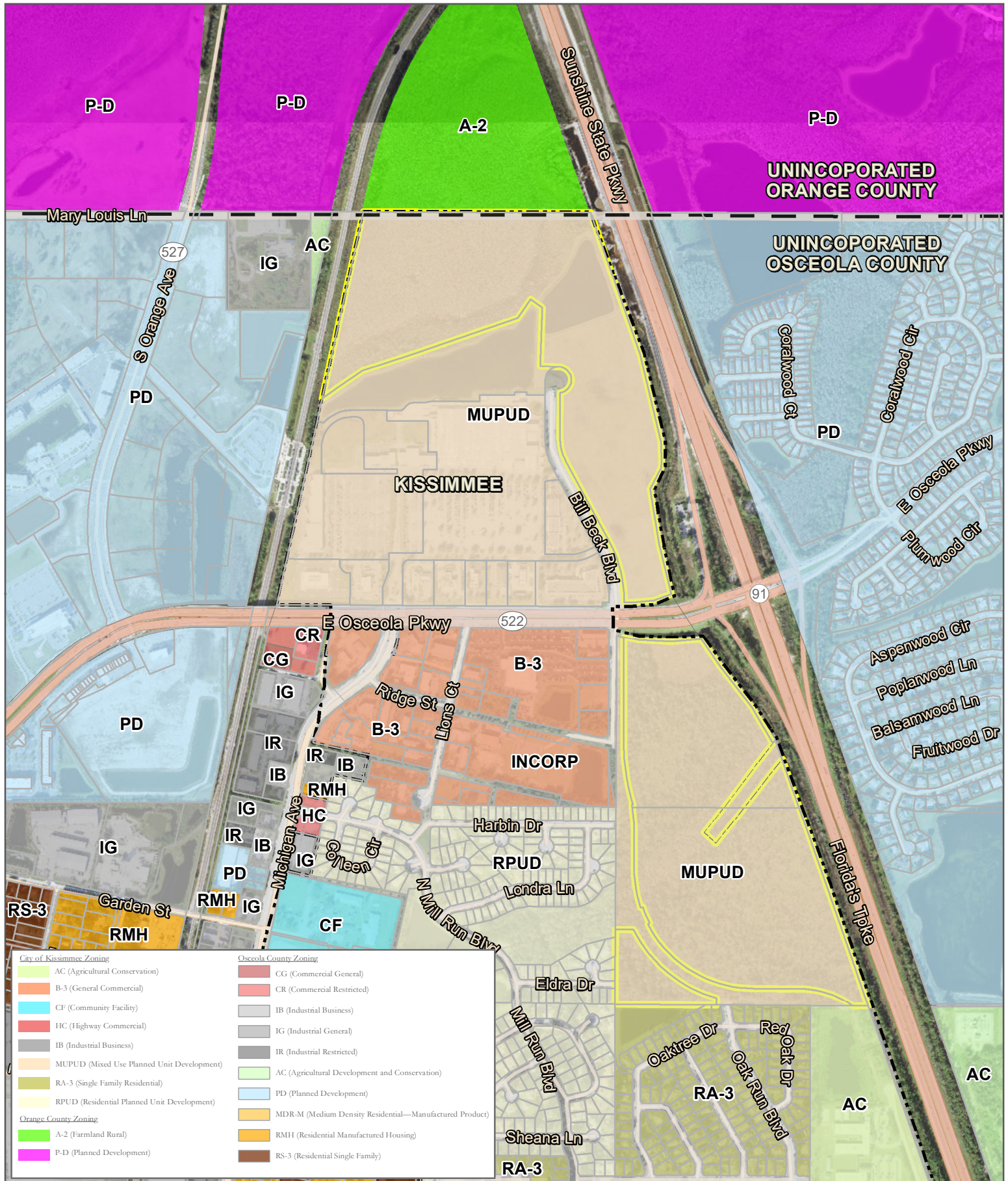
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FEET

Planning QA/QC	Information	Initials	Date
Prepared	NM		1/4/2022
Reviewed			



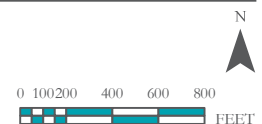
Map Source: Esri, City of Kissimmee, Osceola County, Orange County

Subject Property

Municipal Boundary

Zoning

CONSTELLATION FUTURE LAND USE AMENDMENT



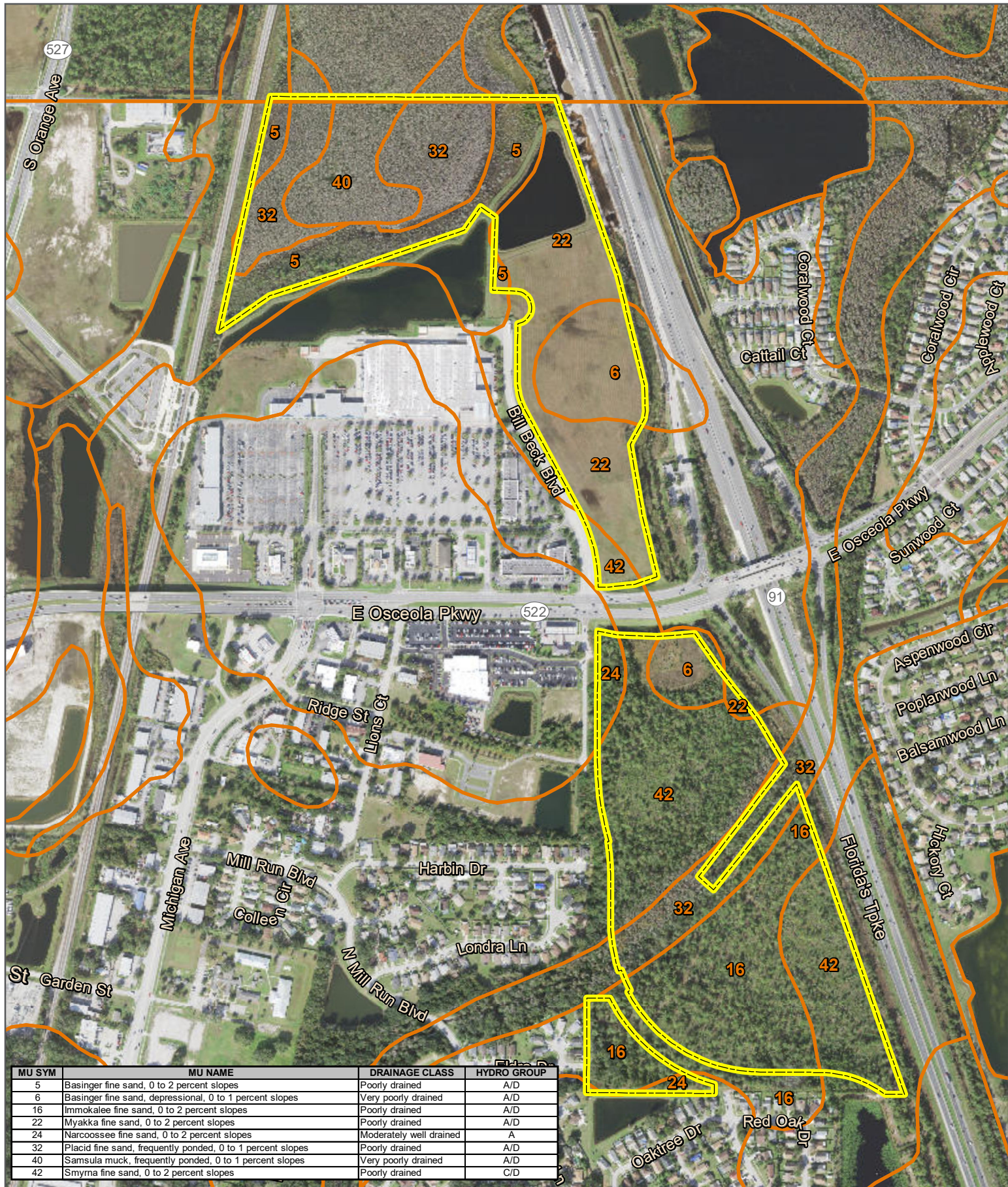
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Planning QA/QC	Information	Initials	Date
Prepared	MM	1/4/2022	
Reviewed			
Tracked			



MU SYM	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
16	Immokalee fine sand, 0 to 2 percent slopes	Poorly drained	A/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
32	Placid fine sand, frequently ponded, 0 to 1 percent slopes	Poorly drained	A/D
40	Samsula muck, frequently ponded, 0 to 1 percent slopes	Very poorly drained	A/D
42	Smyrna fine sand, 0 to 2 percent slopes	Poorly drained	C/D

Map Source: Esri, Osceola County, NRCS

- Subject Property
- Soils Boundary

Soils Map

CONSTELLATION FUTURE LAND USE AMENDMENT

12/28/2021
P & B Job No: 21-167

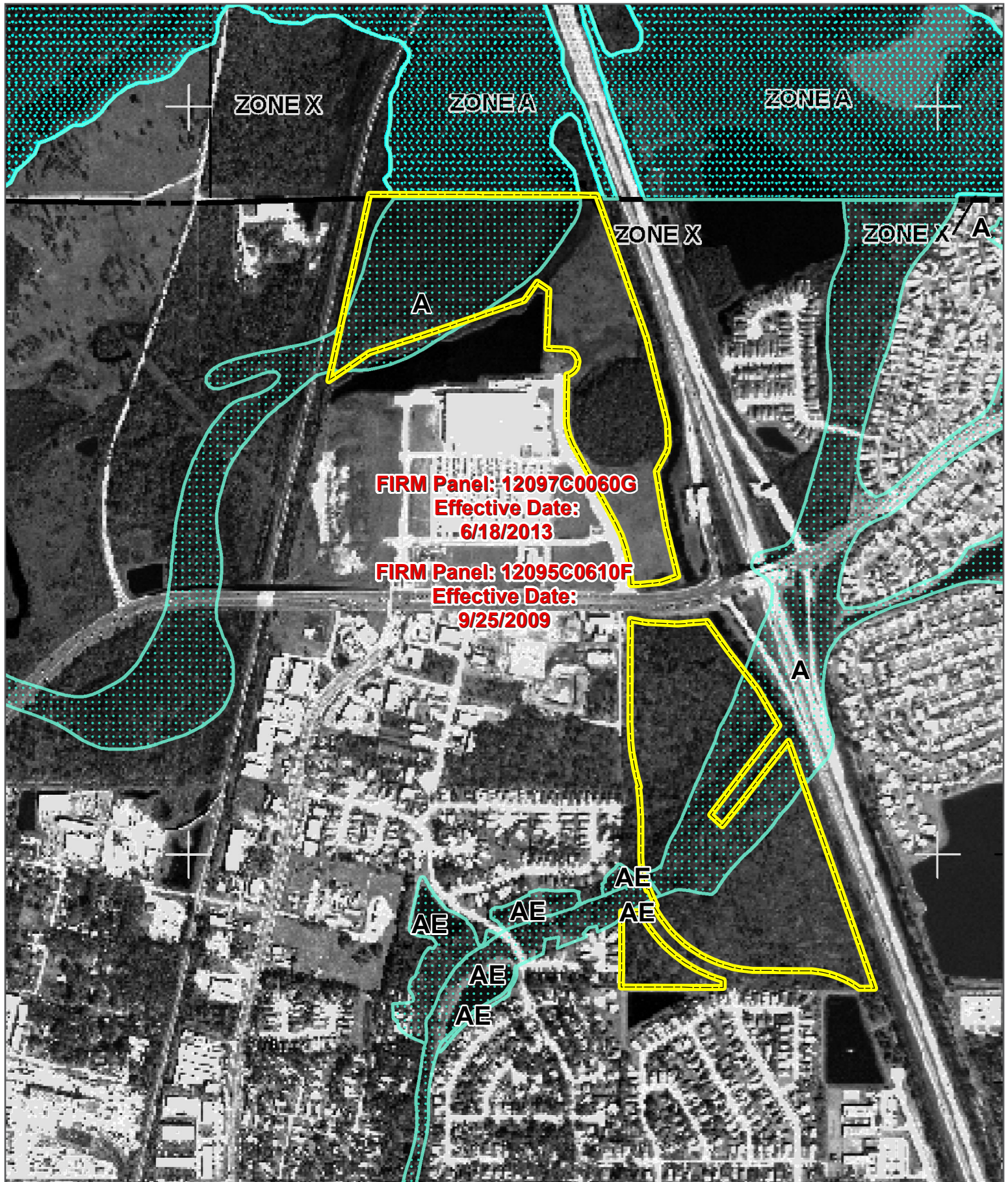
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0 75 150 300 450 600
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Planning QA/QC		
Information	Initials	Date
Planner	NM	1/4/2022
Team Leader		



Map Source: Esri, Osceola County, FEMA

Subject Property

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

FEMA Floodplains Map

CONSTELLATION FUTURE LAND USE AMENDMENT

12/28/2021
P & B Job No: 21-167

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FEET

Planning QA/QC		
Information	Initials	Date
Planner	NM	1/4/2022
Team Leader		

SECTION 7: EXHIBITS

ORDINANCE 2529

PROPOSED ORDINANCE NO. 04-37
ORDINANCE NO. 2529

AN ORDINANCE AMENDING ORDINANCE NO. 1760 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 1760 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

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

FROM: OS (Open Space)
TO: CG (Commercial General)

Removal of Open Space designation for two isolated wetlands (Tracts W-2 and W-3) in the Gateway Commons DRI located north and south of Osceola Parkway. Subject areas are approximately 7.87 acres north of Osceola Parkway and 1.96 acres south of Osceola Parkway.

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

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

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

8/8/04
DS

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

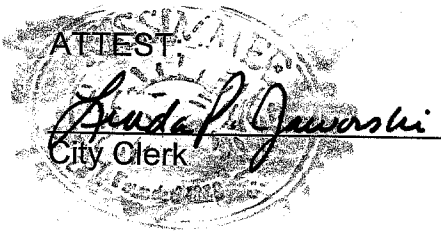
Commissioner McKinnon moved the passage and adoption of the above
and foregoing Ordinance. Motion was seconded by Commissioner
Goodwin-Nichols and upon roll call on the motion the vote was as follows:

AYES
Commissioner McKinnon
Commissioner Burke
Commissioner Brooks
Commissioner Goodwin-Nichols
Mayor Gant

NAYS

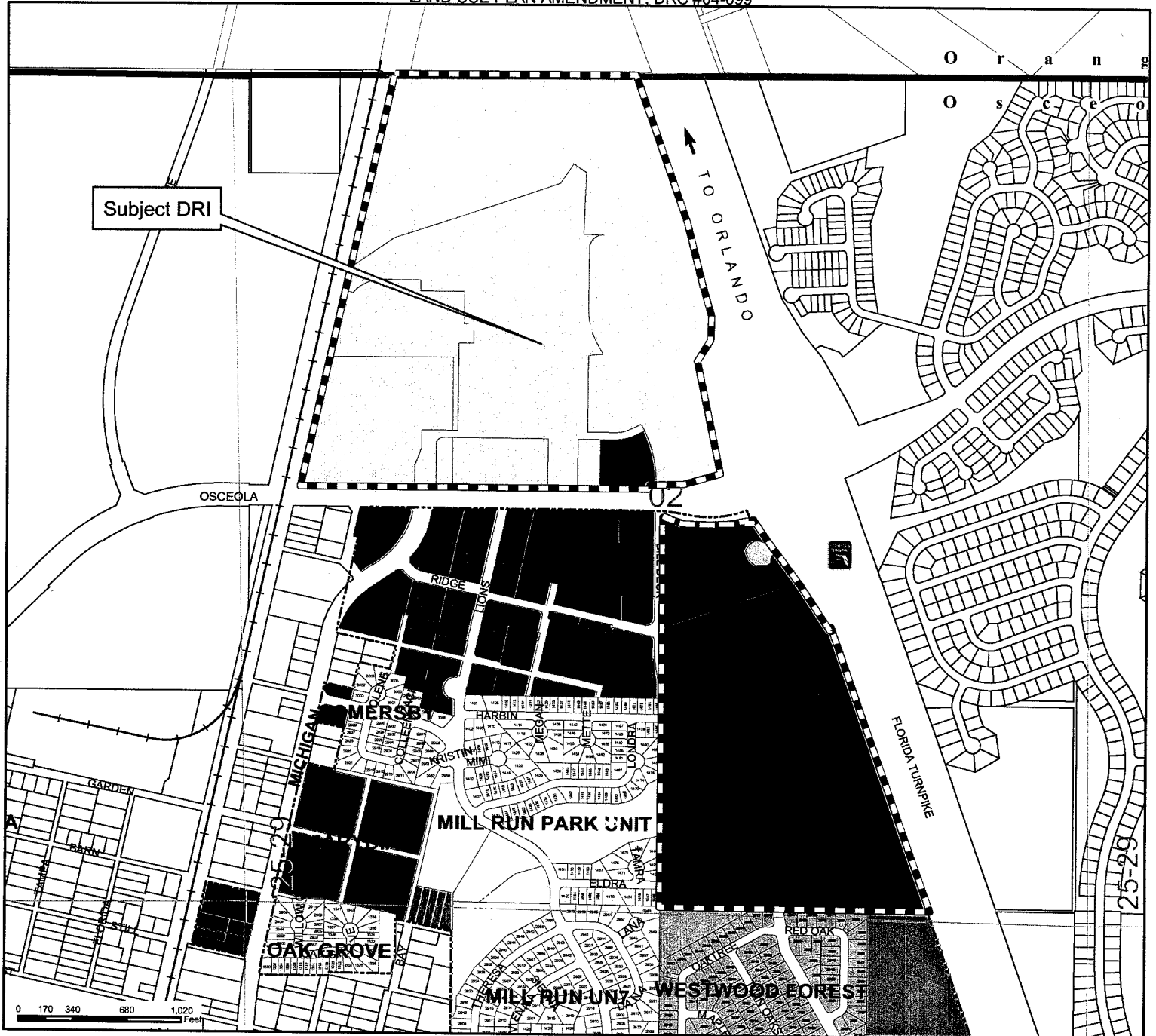
Said motion having been duly carried, thereupon, Mayor George Gant, M.D., declared said
Ordinance duly passed and adopted the 7th day of August, 2004.


Mayor - Commissioner

ATTEST


City Clerk

GATEWAY COMMONS
LAND USE PLAN AMENDMENT, DRC #04-099



	City Limit Boundary		MH-2 (Mobile Home 6,000 sqft)		UT (Utilities)
	Subject Property		MHP (Mobile Home Park)		OS (Open Space)
Zoning District Designations					
	AC (Agricultural Conservation)		RPB (Residential Professional Business)		RPUD (Residential Planned Unit Development)
	RE (Residential Estate)		B-1 (Downtown Commercial)		SRPUD (Short Term Rental Planned Unit Development)
	RA-1 (Single Family Residential 12,000 sqft)		B-2 (Neighborhood Commercial)		MUPUD (Mixed Use Planned Unit Development)
	RA-2 (Single Family Residential 9,000 sqft)		B-3 (General Commercial)		County Boundary
	RA-3 (Single Family Residential 7,000 sqft)		HC (Highway Commercial)		CRA District Boundary
	RA-4 (Single Family Residential 6,000 sqft)		B-5 (Office Commercial)		Kissimmee Gateway Airport
	RB-1 (Medium Density Residential)		BP (Business Park)		Railroad
	RB-2 (Medium Density Residential - Office)		IB (Industrial Business)		Lake Surfaces
	RC-1 (Multiple Family Medium Density Resident		AO (Airport Operations)		
	RC-2 (Multiple Family High Density Residential		AI (Airport Industrial)		
	MH-1 (Mobile Home 9,000 sqft)		CF (Community Facility)		
			HF (Hospital Facility)		



PRELIMINARY ECOLOGICAL ASSESSMENT REPORT (PEA)

PRELIMINARY ECOLOGICAL ASSESSMENT REPORT

GATEWAY COMMONS
OSCEOLA & ORANGE COUNTIES, FLORIDA

OCTOBER 2021



Engineers
Architects
Planners
Surveyors
Landscape Architects
Traffic/Transportation
Environmental Scientists
Construction Management

Prepared by:
CPH, Inc.
1117 E. Robinson Street
Orlando, Florida 32801

PRELIMINARY ECOLOGICAL ASSESSMENT REPORT
GATEWAY COMMONS
OSCEOLA & ORANGE COUNTIES, FLORIDA

OCTOBER 2021

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APPENDIX

APPENDIX A – Figures

FIGURE 1	Location Map
FIGURE 2	Soils Map
FIGURE 3	Preliminary Vegetation and Land Use Map
FIGURE 4	Species Map
FIGURE 5	FDEP Impaired Waters/Basins Map
FIGURE 6	Special Environmental Designation Map

1.0 INTRODUCTION

CPH, Inc. (CPH), Environmental Services, conducted a preliminary ecological assessment for J.C. Wilson & Associates, P.A. on parcels known as Gateway Commons located in Section 2, Township 25 South, Range 29 East in Osceola County and Section 35, Township 24 South, Range 29 East, Orange County, Florida to assist with project planning. The purpose of this preliminary assessment is to: 1) provide a general estimate of the type and extent of upland habitat types and confirm the approximate extent and configuration of areas expected to fall within the wetland regulatory jurisdiction of the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD); 2) conduct a public database search for known or probable geographic distribution of protected species within these habitat types; 3) perform a preliminary review for protected wildlife (and plant) species occurrence based on direct observation during the field investigations; 4) assess the quality of the on-site wetland habitats; and 5) identify special environmental designations on, or within close proximity to, the subject project area.

The 159.43 +/- acre project area is located west of Florida's Turnpike, east of Bill Beck Boulevard with the property divided by Osceola Parkway (Figure 1, Appendix A). Vegetation associations and landscape descriptions were identified from aerial photography, the Soil Conservation Service (SCS) *Soil Survey of Osceola County, Florida*, Soil Conservation Service (SCS) *Soil Survey of Orange County, Florida* and groundtruthing. There are eight (8) soil map units in Osceola County and (4) soil map units in Orange County and nine (9) vegetation and land use classifications mapped within the project area boundaries. Vegetation and land uses are generally classified in accordance with the *Florida Land Use, Cover and Forms Classification System* (FLUCFCS) (FDOT 1999). CPH's field investigations were conducted on September 21, 2021 and October 14, 2021.

2.0 METHODOLOGY

In September and October 2021, scientists performed pedestrian surveys of the project area for the presence of protected flora and fauna and wetlands and surface waters. Prior to the reconnaissance level survey, a list of potentially occurring protected flora and fauna was compiled based upon on-

site habitat types and known or probable geographic distribution of protected species within these habitat types.

3.0 EXISTING SITE CONDITIONS

The 159.43 +/-acre Gateway Commons Project consists of improved upland areas, undeveloped uplands and wetlands, a conservation area and a stormwater pond. The project area is adjacent to commercial and residential development to the west and south and Florida's Turnpike to the east. Osceola Parkway divides the subject property.

3.1 Soils

The *Soil Survey of Osceola County, Florida* identifies eight (8) soil map units and the *Soil Survey of Orange County, Florida* identifies four (4) soil map units within the subject project area (Figure 2). A summary of the characteristics of these soil types, as described by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), formerly Soil Conservation Service (SCS) Soil Survey Geographic (SSURGO) database is as follows:

3.1.1 Osceola County Soil Mapping

Basinger fine sand, 0 to 2 percent slopes

The *Hydric Soils of Florida Handbook; Fourth Edition* (Hurt 2007) lists this soil as a hydric soil. This is a poorly drained, nearly level soil in low, broad flats and sloughs in the flatwoods. Slopes are smooth to concave and range from 0 to 2 percent. The soil has a water table at a depth of less than 10 inches for 2 to 6 months during most years and at a depth of 10 to 30 inches during the dry season in most years. In extended dry periods, the water table drops below a depth of 40 inches. Permeability is very rapid throughout. Available water capacity, natural fertility, and organic matter content are low to very low.

Basinger fine sand, depressional, 0 to 1 percent slopes

This is a poorly drained, nearly level soil in shallow depressions and poorly defined drainageways in the flatwoods. Water stands on the surface for 6 to 12 months during most years. Available water capacity, natural fertility, and organic matter content are low to very low. The *Hydric Soils of Florida Handbook; Fourth Edition* (Hurt, 2007) lists this soil as hydric. Hydric soils typically support wetland habitats.

Immokalee fine sand, 0 to 2 percent slopes

This is poorly drained, nearly level soil in broad flatwoods areas. Slopes range from 0 to 2 percent. The water table is at a depth of less than 10 inches for 2 months in most years and within a depth of 10 to 40 inches for 8 months or more in most years. It is at a depth of more than 40 inches during dry periods. Permeability is rapid in the surface and subsurface layers, moderate to moderately rapid in the subsoil, and rapid below.

Myakka fine sand, 0 to 2 percent slopes

This is a poorly drained, nearly level soil in broad areas in the flatwoods. The water table is at a depth of less than 10 inches for 1 to 4 months in most years and a depth of more than 40 inches during very dry seasons. Permeability is rapid in the surface and subsurface layers, moderate to moderately rapid in the subsoil and rapid in the substratum. Available water capacity is very low above the subsoil, medium in the subsoil, and very low below the subsoil. Natural fertility and organic matter content are low.

Narcoossee fine sand, 0 to 2 percent slopes

This somewhat poorly drained soil is on low hammocks and ridges on flatwoods. Slopes are smooth to convex and are 0 to 2 percent. This Narcoossee soil has a seasonal high water table at a depth of 24 to 40 inches for 4 to 6 months during most years. Permeability is moderately rapid in the subsoil. The available water capacity is low.

Placid fine sand, frequently ponded, 0 to 1 percent slopes

The *Hydric Soils of Florida Handbook; Fourth Edition* (Hurt, 2007) lists this soil as being a hydric soil. Hydric soils typically support wetland habitats. This is a very poorly drained, nearly level soil in low, wet depressions and swamps in the flatwoods. Slopes are less than

1 percent. Water stands on the surface for 6 to 9 months or more in most years. Available water capacity is high in the surface layer and low in the underlying layers. Permeability is rapid throughout. Natural fertility is moderate in the surface layer and low in the underlying layers. Organic matter content is moderate.

Samsula muck, frequently ponded, 0 to 1 percent slopes

The *Hydric Soils of Florida Handbook, Fourth Edition* (Hurt 2007), lists this soil as hydric. This soil is nearly level and very poorly drained. It is in freshwater marshes and swamps. Undrained areas are ponded for 6 to 9 months or more each year. The slopes are smooth and are less than 1 percent. A seasonal high water table fluctuates between depths of about 10 inches and the surface. The available water capacity is very high in the organic material and is very low in the underlying sandy material. The permeability is rapid throughout. Natural fertility is medium. The organic matter content is very high.

Smyrna fine sand, 0 to 2 percent slopes

This is a nearly level, poorly drained soil in broad flat areas in the flatwoods. The water table is at a depth of less than 10 inches for 1 to 4 months and between depths of 10 and 40 inches for more than 6 months in most years. In rainy seasons, the water table rises above the surface briefly. Permeability is rapid in the surface and subsurface layers, moderate to moderately rapid in the upper subsoil, rapid in the next layer, and moderate to moderately rapid in the lower subsoil. Available water capacity is very low to low in the surface and subsurface layers, medium in the upper subsoil, very low to low in the next layer, and medium in the lower subsoil. Natural fertility is low, and organic matter content is moderately low or moderate.

3.1.2 Orange County Soil Mapping

Basinger fine sand, depressional, 0 to 1 percent slopes

This is a poorly drained, nearly level soil in shallow depressions and poorly defined drainageways in the flatwoods. Water stands on the surface for 6 to 12 months during most years. Permeability is very rapid throughout. Available water capacity, natural fertility, and organic matter content are low to very low. The *Hydric Soils of Florida Handbook; Fourth*

Edition (Hurt, 2007) lists this soil as hydric. Hydric soils typically support wetland habitats.

St. Johns fine sand

The *Hydric Soils of Florida Handbook, Fourth Edition* (Hurt 2007), lists this soil as containing 30 percent hydric inclusions. This nearly level soil is poorly drained and found on broad flats on the flatwoods. Slopes are smooth to concave and range from 0 to 2 percent. The seasonal high water table is within 10 inches of the surface for 6 to 12 months and between depths of 10 and 40 inches for more than 6 months. In rainy periods, the water table can rise to the surface for brief periods. The available water capacity is medium in the surface layer, very low to low in the subsurface layer and medium to very high in the subsoil. Permeability is rapid in the surface and subsurface layers and moderately slow to moderate in the subsoil. The organic matter content is moderate and the natural fertility is low.

Samsula-Hontoon-Basinger associations, depressional

The *Hydric Soils of Florida Handbook, Fourth Edition* (Hurt 2007), lists this soil as hydric. This nearly level and very poorly drained soil type is found in freshwater swamps, depressions, sloughs and broad, poorly defined drainageways. Slopes are smooth to concave and range from 0 to 1 percent. Undrained areas can be ponded for 6 to 9 months out of the year. The water table is within 10 inches of the surface for the remainder of the year. The available water capacity is very high in organic layers and very low in the sandy Samsula soil. Permeability is rapid to very rapid throughout. The organic matter and natural fertility are low in the Basinger soils and medium fertility and very high organic matter content in the Samsula and Hontoon soils.

Smyrna-Smyrna, wet, fine sand, 0 to 2 percent slopes

The *Hydric Soils of Florida Handbook, Fourth Edition* (Hurt 2007), lists this soil as containing 26 percent hydric inclusions. This nearly level, poorly drained soil type is found on broad flatwoods. The slopes are smooth and range from 0 to 2 percent. The seasonal high water table is within 10 inches of the surface for 1 to 4 months and recedes to a depth of 10 to 40 inches for more than 6 months. The available water capacity is low to very low in the surface and subsurface layers and medium in the subsoil. Permeability is rapid in the surface and moderately rapid in the subsoil.

3.2 Vegetation and Land Use Types

There are nine (9) vegetation and land use classifications mapped within the subject project boundaries. Vegetation and land use classifications are generally classified in accordance with the *Florida Land Use, Cover and Forms Classification System* (FLUCFCS) (FDOT 1999). The following descriptive titles and FLUCFCS numbers assess the project's vegetation and land uses and are presented on Figure 3.

Other Open Land (FLUCFCS No. 194)

This land use classification describes an areas improved by previous development activities associated with the mass grading of Gateway Commons. Vegetation observed included bahia grass (*Paspalum notatum*), beggar's tick (*Bidens alba*), cabbage palm (*Sabal palmetto*), slash pine (*Pinus elliotii*), cogon grass (*Imperata cylindrica*), Brazilian pepper (*Schinus terebinthifolius*), wax myrtle (*Morella cerifera*), Caesarweed (*Urena lobata*) and various grasses and weeds.

Pine Flatwoods (FLUCFCS No. 411)

This habitat classification is common in Florida consisting of an open pine canopy. Predominant species observed included slash pine, longleaf pine (*Pinus palustris*), laurel oak (*Quercus laurifolia*), saw palmetto (*Serenoa repens*), live oak (*Quercus virginiana*), fetter bush (*Lyonia ferruginea*), bracken fern (*Pteridium aquilinum*) and gallberry (*Ilex glabra*). Other species observed included red maple (*Acer rubrum*), dahoon holly (*Ilex cassine*), greenbriar (*Smilax* sp.), grapevine (*Vitis* sp.), winged sumac (*Rhus copallinum*), wax myrtle, beauty berry (*Callicarpa americana*), reindeer lichen (*Cladonia rangiferina*) and the occasional loblolly bay (*Gordonia lasianthus*).

Brazilian Pepper (FLUCFCS No. 422)

This habitat classification describes disturbed land adjacent to Bill Beck Boulevard predominantly vegetated with exotic plant species. Vegetation observed included Brazilian pepper, wax myrtle, cogon grass, blackberry (*Rubus* sp.), Caesar weed, laurel oak, broom sedge (*Andropogon virginicus*), saw palmetto, rattlebox (*Crotalaria* sp.) and various weeds

and grasses. There were numerous urban outdoorsmen camps and debris throughout this area.

Stormwater Pond (FLUCFCS No. 531)

This land use classification describes an area designed and constructed to treat stormwater run-off.

Inland Ponds and Sloughs (FLUCFCS No. 616)

This habitat classification describes Mill Slough which flows from the northeast to the southwest through the middle of the project area south of Osceola Parkway. Vegetation observed included cypress (*Taxodium* sp.), dahoon holly, red maple, black gum (*Nyssa biflora*), royal fern (*Osmunda regalis*), staggerbush (*Lyonia lucida*), loblolly bay (*Pinus taeda*), wax myrtle, gallberry, saw palmetto, laurel oak, lemon bacopa (*Bacopa caroliniana*), willow (*Salix* sp.), maiden cane (*Panicum hemitomon*), chain fern (*Woodwardia* sp.), and various rushes and sedges.

Cypress (FLUCFCS No. 621)

This habitat classification describes a wetland predominantly vegetated with cypress. Other vegetation observed included dahoon holly, wax myrtle, Brazilian pepper, stagger bush, willow, chain fern, royal fern, black gum, red maple and various herbaceous plants.

Hydric Pine Flatwoods (FLUCFCS No. 625)

This habitat is described as a wetland forest with sparse canopy of slash pine. The understory included gall berry, dahoon holly, chain fern, wax myrtle, stink weed (*Pluchea* sp.), spike rush (*Eleocharis* sp.), redroot (*Lachnanthes caroliniana*), sphagnum moss (*Sphagnum* sp.), marsh pennywort (*Hydrocotyle* sp.), broomsedge and various sedges and grasses.

Wetland Forested Mixed (FLUCFCS No. 630)

This habitat classification includes mixed wetland forest communities in which neither hardwoods or conifers achieve a 66 percent dominance of the crown canopy composition. Vegetation observed included slash pine, cypress, red maple, laurel oak, blackberry, wax

myrtle, grape vine and various weeds and vines. This isolated wetland area is located on the southern property boundary.

Wet Prairie (FLUCFCS No. 643)

This habitat classification is characterized as a seasonally inundated herbaceous depression. This habitat is composed of predominately grassy vegetation on hydric soils and is distinguished from marshes by having less water and shorter herbage. Vegetation observed included torpedo grass (*Panicum repens*), spikerush, yellow-eyed grass (*Xyris* sp.), wire grass (*Aristida stricta*), red root, dog fennel (*Eupatorium capillifolium*) and various rushes and grasses.

3.3 Wetlands & Surface Waters

According to wetland delineation methodologies outlined in the *Corps of Engineers Wetland Delineation Manual* (1987), the *2008 Corps Interim Regional Supplement to the Corps Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region* and the State of Florida Unified Wetland Delineation Methodology (Section 62-340, F.A.C.), wetland areas (FLUCFCS Nos. 616, 621, 625, 630 & 643) were observed within the project boundaries during the field investigations (Figure 3). It is recommended to delineate the wetland boundaries to determine their extent prior to site plan development.

4.0 REGULATORY CONSIDERATIONS

4.1 South Florida Water Management District

The SFWMD regulates wetlands that are isolated and those considered within or connected to “Waters of the State” pursuant to Chapter 403 of the Florida Statutes, Rules 62-302 and 62-330 of the Florida Administrative Code (F.A.C.). Development activities altering wetlands and/or drainage will require a Statewide Environmental Resource Permit (SWERP) from the SFWMD. Different ERP Permits for various activities, General Permits and exemptions can be found in the *State of Florida Environmental Resource Permit Applicant’s Handbook*,

Volume I. Specific design standards, basin specific criteria and procedures can be found in the *State of Florida Environmental Resource Permit Applicant's Handbook, Volume II.* Typical protocol for a project includes a SFWMD representative reviewing and approving the delineation of the landward extent of wetlands and surface waters subsequent to the submittal of a permit application for construction.

Applicants must provide reasonable assurances that a regulated activity will not cause adverse secondary impacts to the water resources, specifically aquatic or wetland dependent fish and wildlife that are listed as threatened, endangered or of special concern. Secondary impacts to the habitat functions of wetlands associated with adjacent upland activities will not be considered adverse if upland buffers with a minimum width of 15 feet and an average width of 25 feet are provided abutting those wetlands to remain under the permitted design.

In most circumstances, SFWMD will require mitigation to compensate for direct and secondary impacts to the water resources (wetlands and surface waters). There are exceptions to this requirement and each project is evaluated on a case-by-case basis. Isolated wetlands less than 0.5 acres as long as they are not utilized by protected species typically do not require mitigation. This permit exemption may apply to several of the isolated wetlands if the wetland delineation efforts determine the wetland size to be less than 0.5 acres.

4.2 U.S. Army Corps of Engineers

The ACOE regulates wetlands connected to “Waters of the United States” and “Adjacent Waters” pursuant to Section 404 of the Clean Water Act. Based on the U.S. Supreme Court decision Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers, No. 99-1178 (January 9, 2001) (SWANCC) isolated wetlands are considered non-jurisdictional for the ACOE. Based on the U.S. Supreme Court decision consolidated cases Rapanos v. United States and Carabell v. United States, 126 S. Ct. 2208 (2006) (RAPNOS) the ACOE is required to establish a physical, biological, or chemical nexus of connection to traditional navigable waters (TNW) of the United States to claim jurisdiction.

On December 17, 2020, the U.S. Environmental Protection Agency (EPA) delegated responsibility to the Florida Department of Environmental Protection (FDEP) to administer dredge and fill applications within “Assumed Waters” that fall under the jurisdiction of Section 404 within the State of Florida. Assumed Waters generally include non-navigable freshwaters and wetlands that fall beyond 300 feet from a “Retained Water”. Dredge and fill applications that include Retained Waters will continue to be processed by the ACOE. Retained Waters generally include traditional navigable waters (TNW), tidal wetlands and jurisdictional areas within 300 feet of Retained Waters.

After a preliminary review of the subject property, areas meeting the jurisdictional definition of Retained Waters, (**“Waters of the United States”** and **“Adjacent Waters”**) pursuant to Section 404 of the Clean Water Act were not observed within the subject project limits. Therefore, proposed impacts to wetlands would not require authorization from the ACOE under current regulations.

4.3 Florida Department of Environmental Protection

4.3.1 Stormwater Pollution Prevention Plan

The U.S. Environmental Protection Agency (EPA) requires coverage under the National Pollutant Discharge Elimination System (NPDES) generic permit for discharge from large and small construction activities for any project that results in the clearing of one or more acres, pursuant to 40 CFR parts 122 and 124 and the Florida Department of Environmental Protection (FDEP), pursuant to rule 62-621.300 (4), F.A.C. The EPA has delegated responsibility to the FDEP to administer the NPDES permits for the State of Florida. In association with this permit, a Stormwater Pollution Prevention Plan (SWPPP), which will be implemented during the construction of the project, will also be required. The primary functions of the NPDES requirements are to ensure that sediment and erosion is controlled during construction of the project. The NPDES permit typically requires use of Best Management Practices to ensure compliance with water quality standards. In addition, coverage under the generic permit for discharge of produced ground water

from a non-contaminated site activity must be secured for any construction-related dewatering activity pursuant to Rule 62-621.302.

4.3.2 State 404 Program

The EPA has delegated responsibility to the Florida Department of Environmental Protection (FDEP) to administer dredge and fill applications within “Assumed Waters” that fall under the jurisdiction of Section 404 within the State of Florida pursuant to rule 62-331, F.A.C., “State 404 Program”. The State 404 Program rule was created to include federal requirements that were not addressed by the Florida SWERP program. The State 404 Program is a separate program from the existing SWERP program and projects within Assumed Waters will require both a SWERP and State 404 authorizations. The State 404 Program became effective on December 22, 2020. Once an application is confirmed by FDEP to include jurisdictional wetland areas, the application will be assessed to determine if those areas will require authorization for any proposed impacts per Section 404. After a preliminary review of the subject property, areas meeting the jurisdictional definition of Assumed Waters, (**“Waters of the United States” and “Adjacent Waters”**) pursuant to Section 404 of the Clean Water Act were observed within the subject project limits.

Dredge and fill activities within "Waters of the United States" and “Adjacent Waters” will require a State 404 Permit or verification to use permits issued through the General or Nationwide Permit Program. The State 404 guidelines request that all impacts associated with a particular project be submitted for consideration under one permit application. Typical protocol for a project would include a FDEP representative reviewing and approving the delineation of the landward extent of wetlands after the submittal of a permit application. If less than 0.5 acres of impact are proposed, a Nationwide Permit will be required to authorize wetland impacts. However, if more than a 0.5-acre impact is proposed, an Individual Permit will be required to authorize wetland impacts. If proposed impacts are minor, less than 0.10 acre, the FDEP can be notified of the proposed construction through a pre-construction notification (PCN) letter.

In most circumstances, FDEP will require mitigation to compensate for direct and secondary impacts to the water resources (wetlands and surface waters). There are exceptions to this requirement and each project is evaluated on a case-by-case basis. Federal jurisdiction over isolated wetland areas is typically not exerted, as long as the wetland areas are not considered “Adjacent Waters”.

5.0 PROTECTED FAUNA AND FLORA

Preliminary ecological investigations included review of published and unpublished literature concerning the subject project and surrounding area, solicitation of databases on protected species, field investigations to generally delineate and characterize the habitats and a preliminary field survey for the occurrence of protected flora and fauna.

5.1 Records Search

Prior to initiation of fieldwork, a records review of documented wildlife observations (Wildlife Occurrence Database System) maintained by the Florida Fish and Wildlife Conservation Commission (FFWCC) was conducted. Other resources used as aids included the following: aeriels, *Soil Survey of Orange County, Florida*, *Soil Survey of Osceola County, Florida*; and Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (FFWCC). According to the public databases the subject project area is located within the USFWS Crested Caracara Consultation Area, USFWS Florida Scrub Jay Consultation Area, USFWS Everglades Snail Kite Consultation Area, USFWS Florida Grasshopper Sparrow Consultation Area and USFWS Sand Skink Consultation Area (Figure 4). The USFWS has a caracara nest as occurring in the cleared Florida Turnpike right-of-way adjacent to the subject project area. During the field investigations a nest was not observed in the recorded location depicted on Figure 4.

5.2 Field Investigation

CPH biologists conducted field investigations of the subject project area in September and October 2021. General reconnaissance of the project area was conducted, looking for the occurrence of federal or state-listed flora and fauna as well as general wildlife utilization.

Regulatory oversight for protected fauna and flora is the responsibility of the U.S. Fish and Wildlife Service (USFWS), FFWCC and the Florida Department of Agriculture and Consumer Services (DACS). The USFWS is the federal agency responsible for protecting the nation's fish and wildlife resources through implementation of the Endangered Species Act of 1973, as amended. ("ESA," 16 U.S.C. 1513-1543). Species (or their signs) protected under the ESA were not observed on the subject project area during the field investigations.

The Florida Fish and Wildlife Conservation Commission (FFWCC) regulate the taking of species listed as endangered, threatened or of special concern and their nests through Rules listed in 68A-27 Florida Administrative Code. The FFWCC also provides technical assistance to other agencies that have regulatory authority over activities, which may affect fish and wildlife and their habitat. State protected species protected under Rules 68A-27, Florida Administrative Code, were not observed within, or adjacent to, the subject project during the field investigations.

Section 581.185, Florida Statutes and Chapter 5B-40, F.A.C., delegates authority to the Florida Department of Agriculture and Consumer Services (DACS) to designate and regulate plants listed as "endangered," "commercially exploited" and "threatened." It is unlawful for an individual to harvest endangered or commercially exploited plants from the private land of another or any public land without first obtaining written permission of the landowner and a permit from DACS. It is unlawful for an individual to harvest a threatened plant from private land or public land without first obtaining written permission of the landowner. One DACS protected plant, **Catesby's lily** (*Lilium catesbaei*), listed as a threatened, was observed within the subject project area during the field investigations. The presence of this species will not adversely affect development of the subject project.

Wildlife utilization is a measure of direct observations or evidence of animals' presence (e.g. scat, tracks, dens, etc.). Potential wildlife utilization was evaluated on the basis of food sources, nesting areas, roosting areas, den areas and protective covering. During the field investigations, direct observations or signs of wildlife on the subject project included Northern cardinal (*Cardinalis cardinalis*), osprey (*Pandion haliaetus*), grey squirrel (*Sciurus carolinensis*), black vulture (*Coragyps atratus*), red-shouldered hawk (*Buteo lineatus*) and opossum (*Didelphis virginiana*) tracks.

5.3 Protected Fauna and Flora Regulatory Considerations

Below is a discussion of select species or groups of wildlife, that frequently affect development sites or can affect a project even though these species are not physically located on the development site.

5.3.1 Migratory Bird Treaty Act

The USFWS also administers and enforces the Migratory Bird Treaty Act (MBTA) of 1918, as amended, (16 USC 703-712) which makes it unlawful to pursue, hunt, take, capture, kill or sell birds listed therein ("migratory birds"). The statute does not discriminate between live or dead birds and also grants full protection to any bird parts including feathers, eggs and nests. A migratory bird is any species or family of birds that live, reproduce or migrate within or across international borders at some point during their annual life cycle. The current list of birds protected under the MBTA was published in the *Federal Register* on April 16, 2020 which became effective on May 18, 2020. In total, 1,093 bird species are protected by the MBTA. Several species protected under the MBTA were observed on, or within the vicinity of, the subject project during the field investigations. Provided construction activities do not directly kill or harm birds, their nests or eggs, development of the subject project has a low probability of violating the MBTA.

5.3.2 Bald Eagle

The Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d) and the regulations derived therefrom (50 CFR 22) state, in part, that no person shall take any bald eagle or any golden eagle, alive or dead, or any part, nest, or egg thereof with “take” meaning to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb. Both Federal and State laws and regulations make it unlawful to take any listed species with “take” meaning to harass, harm pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct.

According to the Florida Audubon Society Eagle Nest database, active nests are not documented as occurring within the subject project boundary (Figure 4) and eagle nests were not observed during the field investigations.

5.3.3 Wood Stork Core Foraging Area

The wood stork (*Mycteria americana*) is listed as Endangered by the USFWS and the FFWCC. The wood stork is protected under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.* and Florida Chapter 68A, Florida Administrative Code. Inundated forested wetlands, cypress strands and domes, mixed hardwood swamps and sloughs provide nesting habitat. Shallow freshwater marshes, ponds, flooded pastures and ditches provide suitable foraging habitat. Wood storks nest in colonies and will return to the same colony site for many years so long as the site and the surrounding feeding habitat continue to supply the needs for the birds. The USFWS has determined the extent of the Core Foraging Area (CFA) as approximately 15 miles from the nesting colony for central Florida counties.. The subject project area is located within a Wood Stork Core Foraging Area (Figure 4).

USFWS and FFWCC regulate impacts to the wood stork by requiring a one to one mitigation ratio and the mitigation wetlands need to mimic the historical hydroperiod of the impacted wetland to provide habitat compensation for the wood stork. Typically, habitat compensation is provided for as part of the project’s wetland mitigation plan either through the purchase of mitigation bank credits or on-site and

off-site mitigation plans during the SFWMD and FDEP 404 Program permitting process.

5.3.4 USFWS Grasshopper Sparrow Consultation Area

The grasshopper sparrow (*Ammodramus savannarum floridanus*) is listed as Endangered by the USFWS and FFWCC. The grasshopper sparrow is protected under the U.S. ESA of 1973, as amended, 16 U.S.C. 1531 *et seq.* and Florida Chapter 68A-27, F.A.C. Suitable habitat for the grasshopper sparrow is dry prairie that is relatively open and low in stature, treeless, relatively poorly-drained grasslands that have a history of frequent fires. The optimum time to survey for Florida grasshopper sparrows is between April and June when peak nesting activity occurs. The recommended survey protocol for determining presence is a three-event survey during the nesting season (April 1 through June 15). The minimum time between events is two weeks. Surveys outside of the nesting season may be non-conclusive and not acceptable to the USFWS.

The USFWS and the FFWCC typically require a property owner to conduct surveys prior to development to ensure the grasshopper sparrow receives sufficient protection in the development plan. Once these surveys are conducted, and the extent of sparrow use (if any) is determined, measures can be taken to obtain a Biological Opinion or incorporate management of the caracara within the development plan. The grasshopper sparrow was not observed within, or adjacent to, the subject project area during the field investigations. CPH recommends conducting an informal consultation with the USFWS to obtain written confirmation from USFWS of the **“no effect” determination for the grasshopper sparrow.**

5.3.5 USFWS Crested Caracara Consultation Area

The crested caracara (*Caracara cheriway audubonii*) is listed as Threatened by the USFWS and FFWCC and is protected under the U.S. ESA of 1973, as amended, 16 U.S.C. 1531 *et seq.* and Florida Chapter 68A-27, F.A.C. The subject project area is located within the USFWS Crested Caracara Consultation Area (Figure

4). The caracara is documented as occurring in the general vicinity of the subject property by USFWS database. The nearest documented nest site is adjacent to, and east of, the project area within the Florida Turnpike right-of-way. However, a nest was not observed during the field investigations at this recorded location.

Large expanses of pastures, grasslands, or prairies dotted with numerous shallow ponds and sloughs and single clumps of live oaks, cabbage palms and cypress provide nesting habitat. Improved pastures, extensive networks of drainage canals, stock ponds, agricultural ditches and marshes provide foraging habitat.

The crested caracara is non-migratory. Adult pairs stay year-round on territory which may be maintained for years. The presence of adult individuals in an area can usually be assumed to indicate the existence of a breeding territory. Should the caracara reside on a subject property, a development plan should be designed to buffer disturbance activities. Should it become necessary to provide caracara nest protection during development activities, protection of caracara nests is described in the FFWCC *Recommended Management Practices and Survey Protocols for Audubon's Crested Caracara (Caracara cheriway audobonii) in Florida Technical Report No. 18*.

The USFWS and the FFWCC typically require a property owner to conduct surveys prior to development to ensure the crested caracara receives sufficient protection in the development plan. These surveys should occur every two (2) weeks during January through April, starting by January 10th. Once these surveys are conducted, and the extent of caracara use (if any) is determined, measures can be taken to incorporate management of the caracara within the development plan.

The crested caracara was not observed within, or adjacent to, the subject project area during the field investigations. CPH recommends an informal consultation with the USFWS to confirm if a caracara survey is required and, if so, the limits of the survey area defined or to obtain written confirmation

from the USFWS that the subject project development is “not likely to adversely affect” the caracara. The caracara nest survey is time sensitive and needs to commence by January 10th and continues through April.

5.3.6 USFWS Florida Scrub Jay Consultation Area

The Florida scrub jay (*Aphelocoma coerulescens coerulescens*) is listed as a Threatened species by the USFWS through the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.* The USFWS issues a Biological Opinion (BO) for projects and its effects on the threatened Florida scrub jay in accordance with Section 7 or Section 10 of the Endangered Species Act of 1973, as amended (ESA) (87 stat. 884; 16 U.S.C. 1531 *et seq.*). The BO will spell out the negotiated mitigation measures taken by the project to ensure the listed species is not adversely affected.

If scrub habitat is located within ¼ mile of the site, regardless of the type of habitat on the subject project, the USFWS considers the on-site habitat Type III scrub jay habitat. However, scrub habitat is not observed within ¼ mile of the subject project.

According to the USFWS database, the closest known scrub jay territory is located 0.5 miles northeast of the subject project (Figure 4). Based upon field observations, scrub jays and suitable scrub jay habitat were not observed within the subject project area during the field investigations. CPH recommends conducting an informal consultation with the USFWS to obtain written confirmation from USFWS of the “no effect” determination for the Florida scrub jay.

5.3.7 USFWS Sand Skink Consultation Area

The sand skink (*Neoseps reynoldsi*) and blue-tailed mole skink (*Eumeces egregius lividus*) were listed as threatened under the Endangered Species Act (ESA) in 1987. Individuals or entities intending to conduct activities that may affect listed species may lawfully incidentally take those species after consulting with the U.S. Fish and Wildlife Service (USFWS) pursuant to Section 7 or 10 of the ESA. When a property is conducted, funded or authorized by a Federal agency, listed species consultation

occurs pursuant to Section 7 of the ESA. If there is no Federal nexus (e.g., federal funding or authorization), a non-Federal entity who wishes to conduct an activity may legally “take” listed species after obtaining an Incidental Take Permit (ITP) from the USFWS in accordance with Section 10 of the ESA.

No critical habitat has been designated for the sand skink or blue-tailed mole skink. However, the USFWS has delineated a “Sand Skink and Blue-tailed Mole Skink Consultation Area” based on known locations of skinks, location of skink habitat as defined by appropriate soils and elevation, and natural and developed ecosystems that are known to support sand skinks or blue-tailed mole skinks. Proposed activities within the consultation area are more likely to affect sand skinks and blue-tailed mole skinks, while activities outside the consultation area are less likely to affect skinks. The consultation area provides an initial analysis tool; it should not be considered the only factor in determining if consultation with the USFWS is required.

Both sand skinks and blue-tailed mole skinks are endemic to the sandy ridges of central Florida. Sand skinks have been documented to occur in Highlands, Lake, Marion, Orange, Osceola, Polk and Putnam Counties. Blue-tailed mole skinks seem to be restricted to the Lake Wales Ridge in Highlands, Polk and Osceola Counties. They are generally found at, or above, elevations of 82 feet above sea level and in excessively drained, well-drained and moderately well-drained sandy soils.

Research indicates that blue-tailed mole skinks typically occur with sand skinks. Only sand skinks leave visible signs, or tracks on sandy soil surfaces. Therefore, sand skink occurrence is used as an indicator of blue-tailed mole skink occurrence where the two species overlap in distribution. According to the USFWS *Sand Skink & Blue-tailed Mole Skink Conservation Guidelines* surveys must be conducted between March 1st and May 1st. Negative survey results (no skink tracts detected) obtained by surveys conducted outside of this time period will not be considered valid by the USFWS. Surveys should be conducted a minimum of four times in consecutive weeks within the survey time period to conclude that skinks are not

present. Cover boards must be lifted and checked for tracks a minimum of once per week.

The subject project is located within the USFWS Sand Skink and Blue-tailed Mole Skink Consultation Area, contains soil types preferred by skinks, and is at approximately 83-90 feet in elevation, which meets the 82-foot minimum elevation requirement. The subject project does not contain suitable skink habitat. Due to the historical development activities, the densely-rooted grasses and thick vegetation growth which prohibit skink movement and survival, a cover board survey may not be warranted for this property. Sandy open areas typically used by skinks were not observed during the field investigations.

During the field investigation, sand skink tracks were not observed on the subject project. CPH recommends conducting an informal consultation with the USFWS to confirm if a sand skink survey is required and, if so, what areas of the project should be subject to a survey or to obtain written confirmation **from the USFWS that the subject project development is “not likely to adversely affect” the sand skink.**

5.3.8 USFWS Everglades Snail Kite Consultation Area

The Everglades snail kite (*Rostrhamus sociabilis plumbeus*) is listed as Endangered by the USFWS and the FFWCC. The Everglades snail kite is protected under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.* Typical Everglades snail kite habitat consists of freshwater marshes and the shallow vegetated edges of lakes (natural and man-made) where apple snails (*Pomacea paludosa*) can be found. Everglades snail kites require suitable foraging areas that are relatively clear and open in order to visually search for their specialized diet (apple snails). If suitable habitat is present or snail kites are reported on site the survey procedures should be conducted in January to May during the breeding season.

During the September and October 2021 preliminary field investigations, suitable nesting and foraging habitat was not observed within the subject project boundaries. CPH recommends conducting an informal consultation **with the USFWS to obtain written confirmation from USFWS of the “no effect”** determination for the Everglades snail kite or to determine if a survey is warranted.

5.3.9 Gopher Tortoise

The gopher tortoise (*Gopherus polyphemus*) is listed as a “Threatened” species by the FFWCC and is protected by state law under Chapter 68A-27, Florida Administrative Code. If the gopher tortoise is observed, or signs of the tortoise such as burrows are observed, their presence must be addressed prior to on-site construction activities. The FFWCC is the state agency responsible for overseeing the management of this species including permitting. According the FFWCC there are several options to address sites slated for development with active gopher tortoise populations. These options include avoidance, on-site relocation and off-site relocation. All FFWCC permit scenarios will require local government approval of the development prior to permit issuance and tortoise relocation. According to FFWCC regulations, gopher tortoise surveys are valid for 90 days. Gopher tortoises and their burrows were not observed during the field investigations. CPH recommends conducting a tortoise survey to ascertain the full extent of the tortoise population at least 90 days prior to site construction in order to apply and process a permit with FFWCC, as appropriate.

6.0 IMPAIRED WATERS

Under federal law the Environmental Protection Agency (EPA) requires that states develop lists of waterways to be designated as Impaired Waters. Impaired Waters are those that do not meet water quality standards set by the states as stated in subsection 303(d) of the Clean Water Act (CWA). In

1999, the Florida Watershed Restoration Act (FWRA) was approved to develop the listing criteria and methodology (Chapter 62.303, F.A.C.). Total Maximum Daily Loads (TMDL) and the science-based approach to guiding the identification and verification of listed waterways is being developed. The EPA approved Impaired Waters list is on a five (5) year rotation for assessment.

The FDEP verified the impaired waters assessment by conducting specific studies. The FDEP's most recent mapping data (January 2020) for impaired waters in the vicinity of the subject project is shown on Figure 5. The subject project is not located within an impaired or a TMDL basin. FDEP and the five water management districts intend to limit the discharge of nutrients to prevent violations of water quality standards and perceived man-induced nutrient enrichment. It is anticipated each new development project will have to demonstrate, through stormwater management design that the project will not adversely affect downstream receiving waters.

7.0 PRELIMINARY WETLAND MITIGATION ASSESSMENT

As part of the permitting process, avoidance and minimization criteria must be addressed. Before mitigation to compensate for wetland impacts is accepted, an applicant must clearly show that all alternatives to avoid and minimize impacts to wetlands are exhausted. If it is determined that impacts to wetlands are unavoidable, then proposed mitigation options will be evaluated by the regulatory agencies. The subject project area is located in the Upper Kissimmee River Planning Unit, Lake Tohopekaliga Drainage Basin.

The subject project is located within the Mitigation Service Area (MSA) for eight (8) mitigation banks: Bullfrog Bay, Collany, Southport Ranch, Lucky L, Shingle Creek, Twin Oaks, Reedy Creek and Hatchineha Ranch. The subject project is eligible to use these eight (8) mitigation banks as a compensatory mitigation solution for proposed wetland impacts. Lucky L, Lake X Ranch, Twin Oaks, Reedy Creek and Hatchineha Ranch are not selling federal credits at this time.

Table No. 1 provided below summarizes credit availability, credit type and credit pricing for the eight (8) mitigation banks.

Table 1: Mitigation Bank Options (2021)

Mitigation Bank Name	State Credits Availability & Type	ACOE Credits Availability & Type	Price per Credit	Comments
Bullfrog Bay	Yes / UMAM	No	\$120,000	Forested & Herbaceous
Collany	Yes / UMAM	Yes / UMAM	\$95,000	Herbaceous credits
Southport Ranch	Yes / UMAM	Yes / UMAM	\$135,000 Dual	Forested & Herbaceous
Lucky L	Yes / UMAM	Pending	\$125,000	Forested & Herbaceous
Shingle Creek	Yes / UMAM	No	\$125,000	Forested & Herbaceous
Twin Oaks	Yes / UMAM	No	\$125,000	Herbaceous credits
Reedy Creek	Yes / UMAM	No / M-WRAP **	\$135,000 Dual \$125,000 State \$25,000 Federal	Forested credits
Hatchineha Ranch	Yes / UMAM	No	\$125,000	Forested & Herbaceous

* = Uniform Mitigation Assessment Method (UMAM)

** = Modified Wetland Rapid Assessment Procedure (M-WRAP)

Credit prices may vary depending on supply and demand. The mitigation banks may be willing to provide a discounted price on large credit purchases. Proposed impacts to wetlands or other surface waters shall be reviewed during the permitting process by evaluating the impacts to water quality along with other factors, such as fish, wildlife and protected species and their associated habitats. The quality of the on-site wetlands and surface water areas would not be characterized as pristine and may be described as fair as some form of disturbance has occurred.

Under current permitting guidelines mitigation options are limited to on-site and/or off-site mitigation through preservation, restoration, enhancement or creation of wetlands (type-for-type preferably). There are options for on-site mitigation including preservation and enhancement of wetlands. It should be noted that the Federal policy (FDEP 404 Program) is to accept mitigation bank credits before other mitigation options.

8.0 PAST REGULATORY AUTHORIZATIONS

A SFWMD public records search was conducted for the subject project to discover what previous and/or existing regulatory approvals had occurred. The preliminary search of readily available public databases found previous SFWMD permit authorizations for the project area. The project area was part of a development of regional impact (DRI) known as Gateway Commons.

According to the SFWMD, the Gateway Commons project has 18 permits associated with all, or part of, the project development footprint. The first SFWMD Permit #49-00614-S (Application #901228-5) issued conceptual approval for a general development plan and wetland mitigation plan over 166.4 acres on December 12, 1991.

The most recent permits #49-00614-S-05 (Application #140225-20) & #49-00614-S-09 (Application #140221-17) were issued on March 17, 2014 authorizing permit extensions. SFWMD Permit # 49-00614-S (Application # 010824-12) authorized the construction of the stormwater pond (FLUCFCS No. 531) and the clearing and improvement of areas north of Osceola Parkway (26.27 acres) and a small area (2.07 acres) immediately south of Osceola Parkway. Based on historical aerial photographs the site improvements authorized by this SFWMD permit occurred in 2008.

The mass grading permit authorized impact to several wetland areas and impacts were compensated for by on-site (Figure 6) mitigation and off-site mitigation. Figure 6 depicts the location of a conservation easement within the project area.

There have been several permit modifications and permit extensions issued since the mass grading occurred. The SFWMD conceptual permit initially approved incorporation of wetland areas located throughout the property into a mitigation plan. The conceptual approval is followed by the applicant submitting construction level design for each development phase. Each development phase is evaluated as a “stand alone” project. Any future proposed development would need to authorize wetland impacts and stormwater management design under current regulatory rules and policy.

Provided below is a list of SFWMD permits issued to Gateway Commons including the application number, permit approval date and the acreage associated with the permit.

APPLICATION NO	PERMIT NO	APPROVED DATE	PROJECT ACRES
130114-14	49-00614-S	1-Feb-13	96.58
111228-25	49-00614-S	30-Jan-12	96.58
091123-14	49-00614-S	23-Dec-09	96.58
961204-5	49-00614-S	13-Feb-97	166.4
951108-4	49-00614-S	11-Jan-96	166.4
941118-2	49-00614-S	9-Feb-95	166.4
930924-2	49-00614-S	9-Dec-93	209.2
901228-5	49-00614-S	12-Dec-91	166.4
050207-20	49-00614-S-03	9-May-05	6.67
140225-20	49-00614-S-05	17-Mar-14	2.5
070212-7	49-00614-S-05	23-May-07	2.5
140225-21	49-00614-S-06	17-Mar-14	3.4
070419-6	49-00614-S-06	1-Oct-07	3.4
140221-17	49-00614-S-09	17-Mar-14	96.58
061115-34	49-00614-S-09	11-Jan-07	96.58
020408-32	49-00614-S-09	10-Jun-02	96.58
010824-12	49-00614-S-09	14-Mar-02	96.58
970121-6	49-00855-P	27-Feb-97	2

The highlighted permits in the above list were discussed in the report narrative.

9.0 SUMMARY & RECOMMENDATIONS

The 159.43 +/- acre Gateway Commons project area is west of Florida's Turnpike, east of Bill Beck Boulevard and north and south of Osceola Parkway and is located in Section 2, Township 25 South, Range 29 East in Osceola County and Section 35, Township 24 South, Range 29 East, Orange County, Florida. The project is composed of upland and wetland habitats, improved areas, a conservation area and a stormwater management pond.

According to wetland delineation methodologies outlined in the *Corps of Engineers Wetland Delineation Manual* (1987), the *2008 Corps Interim Regional Supplement to the Corps Wetland*

Delineation Manual: Atlantic & Gulf Coastal Plain Region and the State of Florida Unified Wetland Delineation Methodology (Section 62-340, F.A.C.), habitats classified as wetlands (FLUCFCS Nos. 616, 621, 625, 630 & 643) were observed within the subject project area during the field investigations. CPH recommends conducting a wetland delineation prior to site plan design to assist with project planning.

Development activities altering wetlands and/or drainage will require a Statewide Environmental Resource Permit (SWERP) from the SFWMD. Different ERP Permits for various activities, General Permits and exemptions can be found in the *State of Florida Environmental Resource Permit Applicant's Handbook, Volume I*. Specific design standards, basin specific criteria and procedures can be found in the *State of Florida Environmental Resource Permit Applicant's Handbook, Volume II*.

Dredge and fill activities within "Waters of the United States" and "Adjacent Waters" will require a FDEP 404 Permit or verification to use permits issued through the General or Nationwide Permit Program. The FDEP 404 guidelines request that all impacts associated with a particular project be submitted for consideration under one permit application.

The subject project area is located within the Mitigation Service Area (MSA) for eight (8) mitigation banks available to provide credits. Collany and Southport Ranch Mitigation Banks both have State and Federal credits available as a compensatory mitigation solution for proposed wetland impacts. Credit prices may vary depending on supply and demand. The mitigation banks may be willing to provide a discounted price on large credit purchases. There are options for on-site mitigation including preservation and enhancement of wetlands. On-site mitigation options are available and would be considered by SFWMD. It should be noted that it is Federal policy (FDEP 404 Program) to accept mitigation bank credits before other mitigation options.

CPH biologists conducted field investigations of the subject project area in September and October 2021. General reconnaissance of the site was conducted, looking for the occurrence of federal or state-listed flora and fauna as well as general wildlife utilization. A state threatened plant, Catesby's lily was observed within the project limits. This presence of this plant will not adversely affect development.

The subject project area is located within the USFWS Consultation Areas for the crested caracara, Florida scrub jay, Florida grasshopper sparrow, sand skink and Everglades snail kite. CPH recommends conducting an informal consultation with the USFWS to solicit their review of the existing conditions of the subject project and field investigation observations to determine if formal surveys will be required to confirm species presence or absence. The survey for these species is time sensitive. If a survey is required for the caracara, the survey will need to begin by January 10th and end in April. The scrub jay survey timeframes are March, July, September and October. The sand skink survey timeframe is March 1st through May 1st. The Florida grasshopper sparrow survey timeframe is between April and June. The Everglades snail kite survey timeframe is from January to May. Survey's conducted outside of these timeframes will not be accepted by the USFWS. Conducting an informal consultation with the USFWS prior to development and conducting formal surveys, if required, typically expedite the permit process.

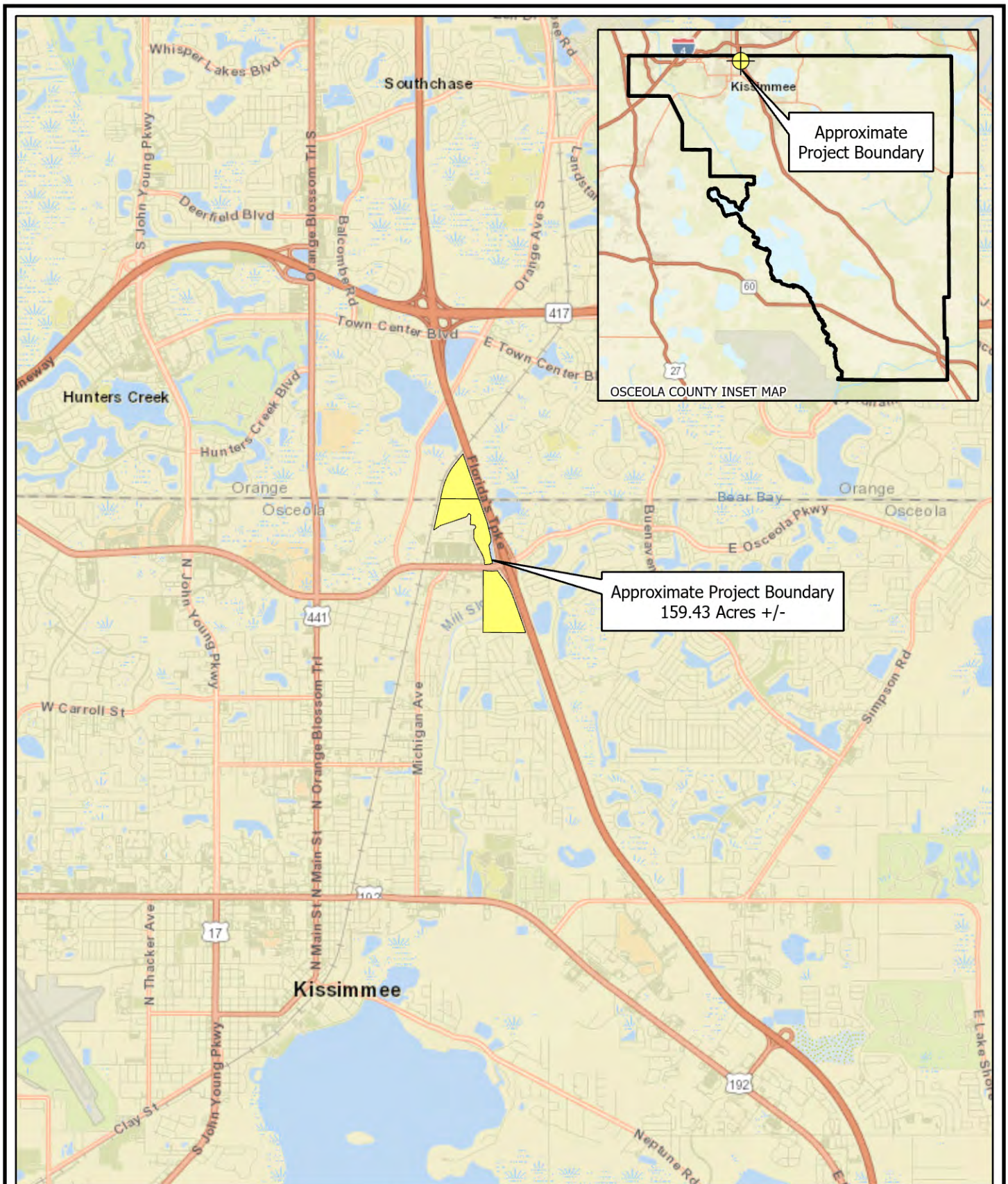
There have been several permit modifications and permit extensions issued since the SFWMD conceptual permit was issued for Gateway Commons. Mass grading and design of a stormwater pond was approved by SFWMD on a portion of the project. The mass grading and stormwater pond construction was completed in 2008. Each development phase is evaluated as a "stand alone" project. Any future proposed development would need to authorize wetland impacts and stormwater management design under current regulatory rules and policy.

As a preliminary assessment, the findings of this report concerning native vegetation and land use may be subject to change upon more detailed analysis. Additionally, failure to detect a listed species does not necessarily infer species absence as wildlife are mobile, exhibit seasonality of occurrence and generally have low population levels. Further, nothing in this report regarding environmental laws, rules and regulations is intended to be a legal interpretation or opinion, thus readers of this report should contact an attorney concerning any matters of law.



APPENDIX A Figures

Gateway Commons Preliminary Ecological Assessment Report Osceola & Orange Counties, Florida



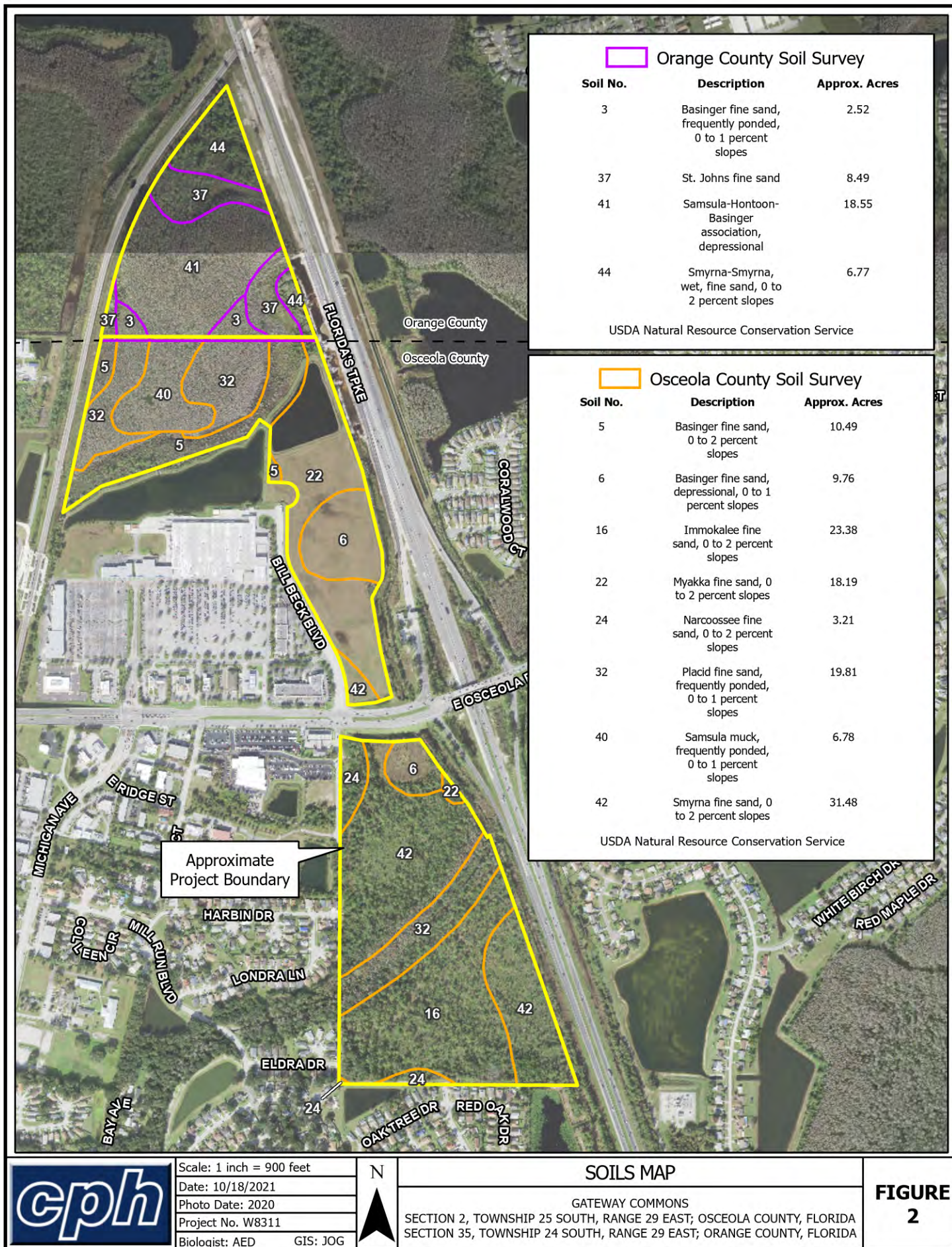
Scale: 1 inch = 1 mile
 Date: 10/18/2021
 Photo Date: N/A
 Project No. W8311
 Biologist: AED GIS: JOG

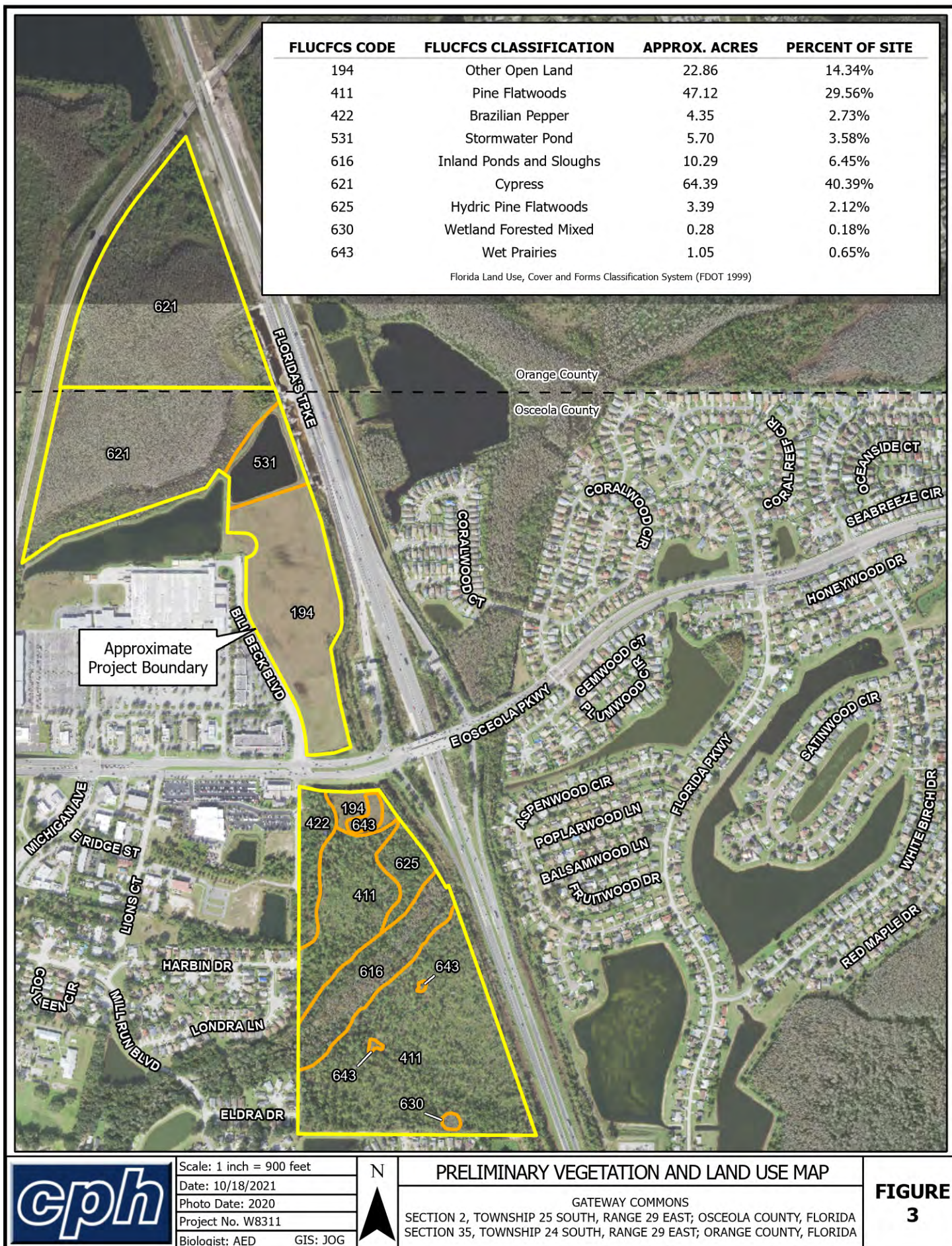


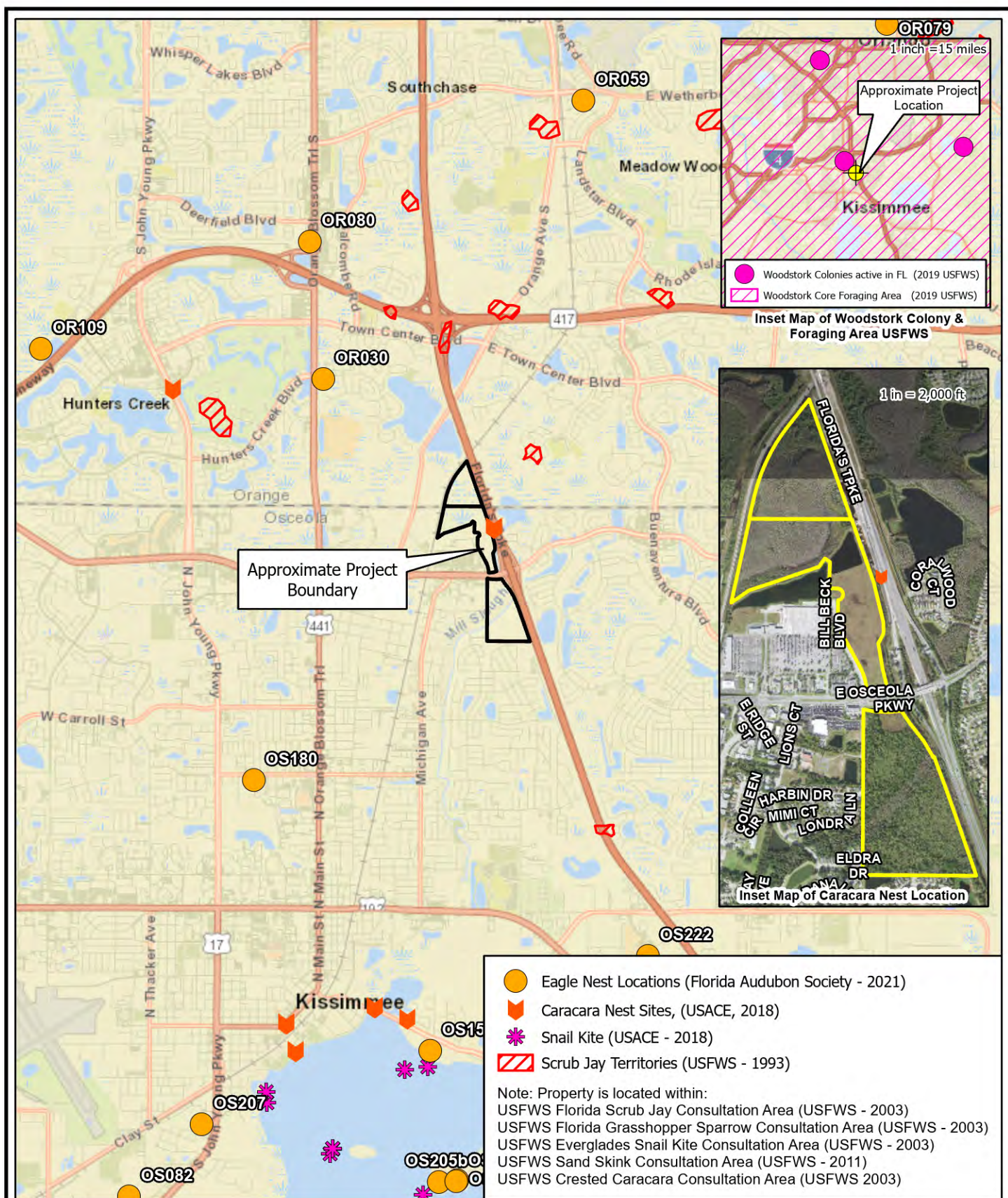
LOCATION MAP

GATEWAY COMMONS
 SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST; OSCEOLA COUNTY, FLORIDA
 SECTION 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST; ORANGE COUNTY, FLORIDA

**FIGURE
1**







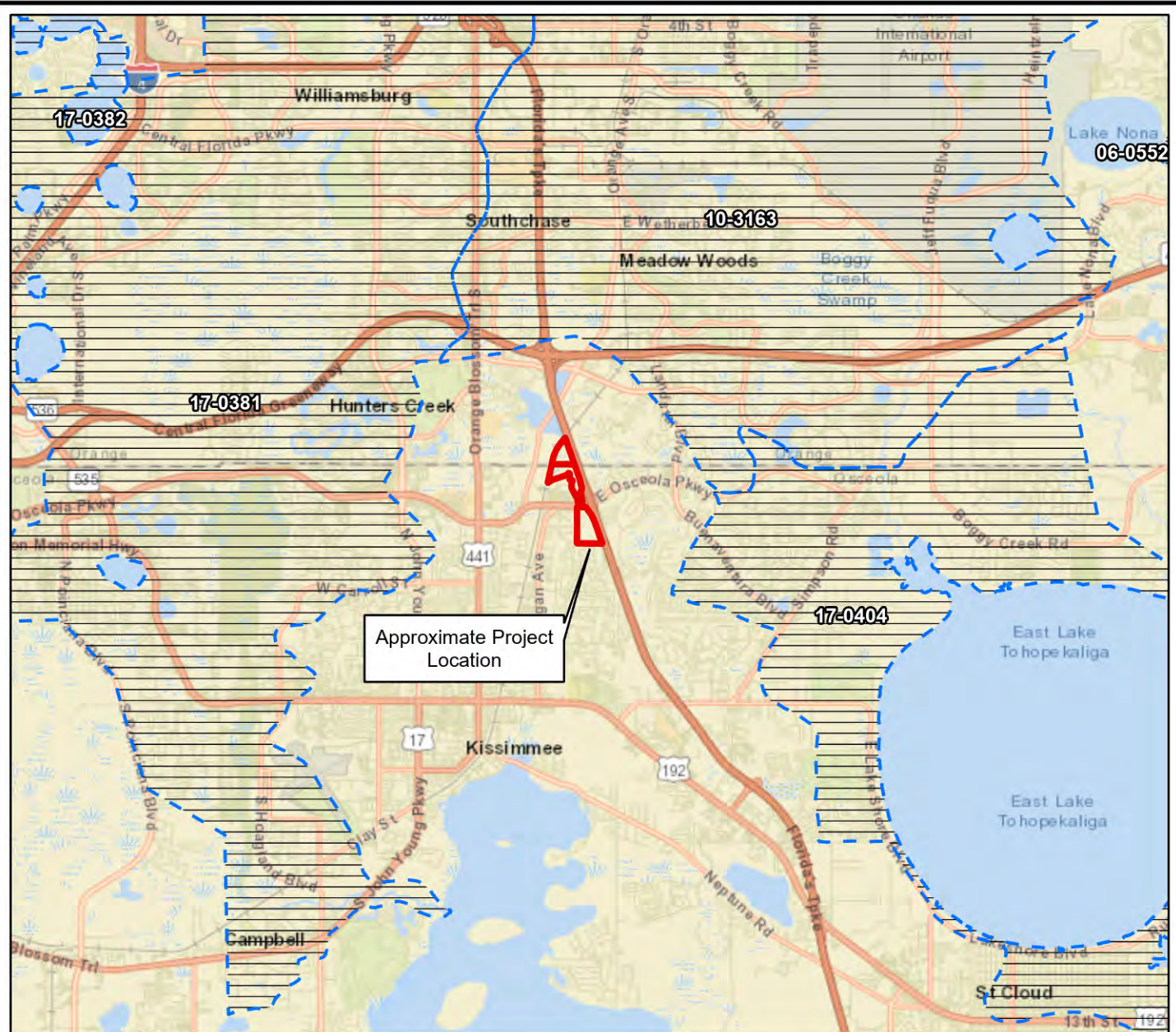
Scale: 1 inch = 1 mile
 Date: 10/18/2021
 Photo Date: N/A
 Project No. W8311
 Biologist: AED GIS: JOG



SPECIES MAP

GATEWAY COMMONS
 SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST; OSCEOLA COUNTY, FLORIDA
 SECTION 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST; ORANGE COUNTY, FLORIDA

**FIGURE
4**



 FDEP Verified Impaired Water Bodies (January 2020)

WBID	OGC NUMBER	GROUP NAME	BASIN NAME	WATERBODY	PARAMETER
3169C	17-0382	Kissimmee River	Upper Kissimmee Planning Unit	Big Sand Lake	Lead
3168B	10-3163	Kissimmee River	Upper Kissimmee Planning Unit	Boggy Creek	Fecal Coliform
3171C	06-0552	Kissimmee River	Upper Kissimmee Planning Unit	Red Lake	Copper
3172C	17-0404	Kissimmee River	Upper Kissimmee Planning Unit	East Lake Tohopekaliga Drain	Nutrients (Macrophytes)
3169A	17-0381	Kissimmee River	Upper Kissimmee Planning Unit	Shingle Creek	Nutrients (Macrophytes)



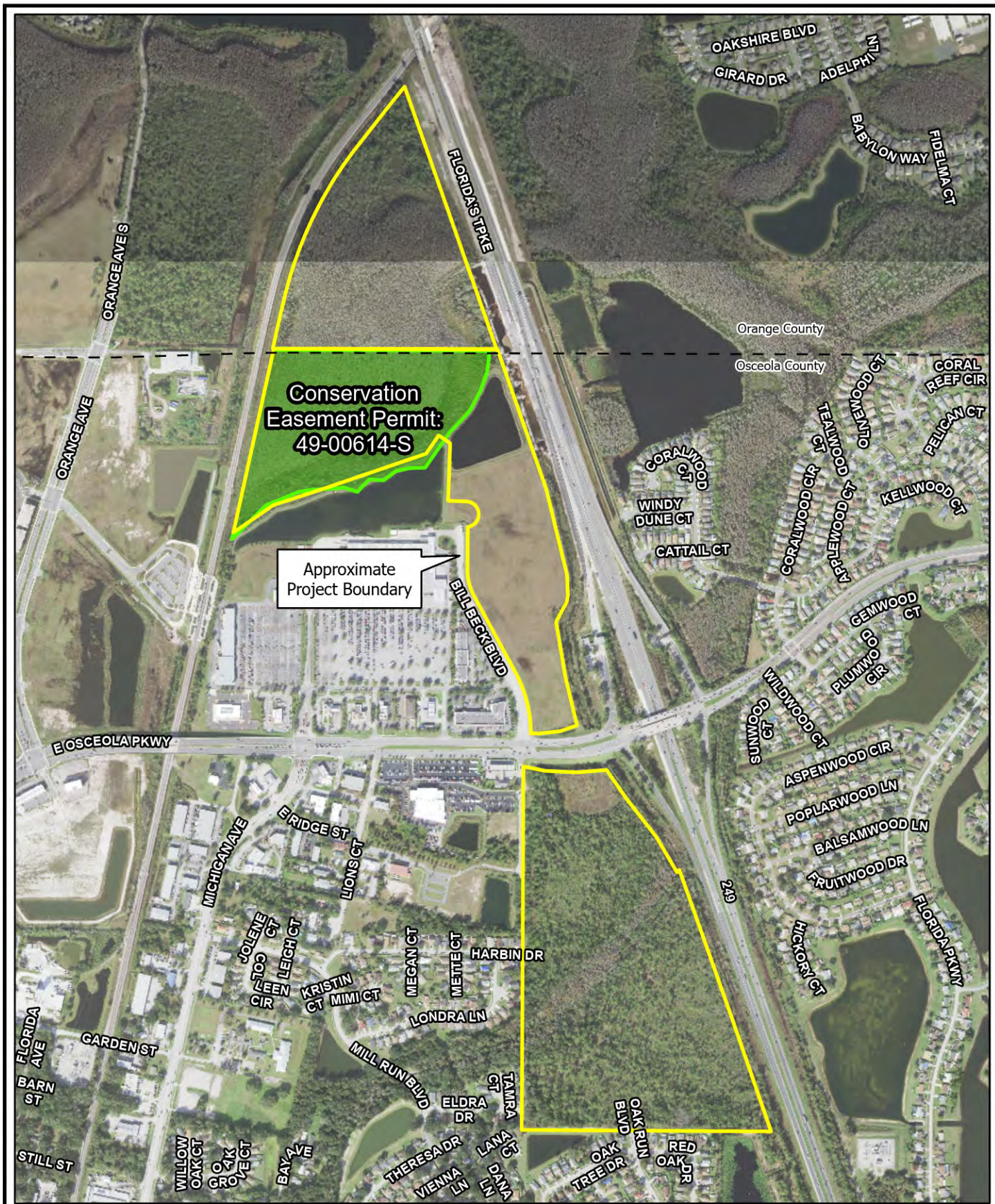
Scale: 1 inch = 2 mile
 Date: 10/18/2021
 Photo Date: N/A
 Project No. W8311
 Biologist: AED GIS: JOG



FDEP IMPAIRED WATERS/BASINS MAP

GATEWAY COMMONS
 SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST; OSCEOLA COUNTY, FLORIDA
 SECTION 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST; ORANGE COUNTY, FLORIDA

**FIGURE
5**



Scale: 1 inch = 900 feet
 Date: 10/18/2021
 Photo Date: 2020
 Project No. W8311
 Biologist: AED GIS: JOG



SPECIAL ENVIRONMENTAL DESIGNATION MAP

GATEWAY COMMONS
 SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST; OSCEOLA COUNTY, FLORIDA
 SECTION 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST; ORANGE COUNTY, FLORIDA

**FIGURE
6**

**DIVISION OF HISTORICAL RESOURCES
LETTER**



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

January 4, 2022

Tatum Jordan-Madden
Planner



2602 E. Livingston St.#
Orlando, FL 32803
Office: 407.487.2594
Fax: 407.289.5280

In response to your request on January 4, 2022, the Florida Master Site File lists no cultural resources at the Kissimmee designated area om Osceola County Florida.

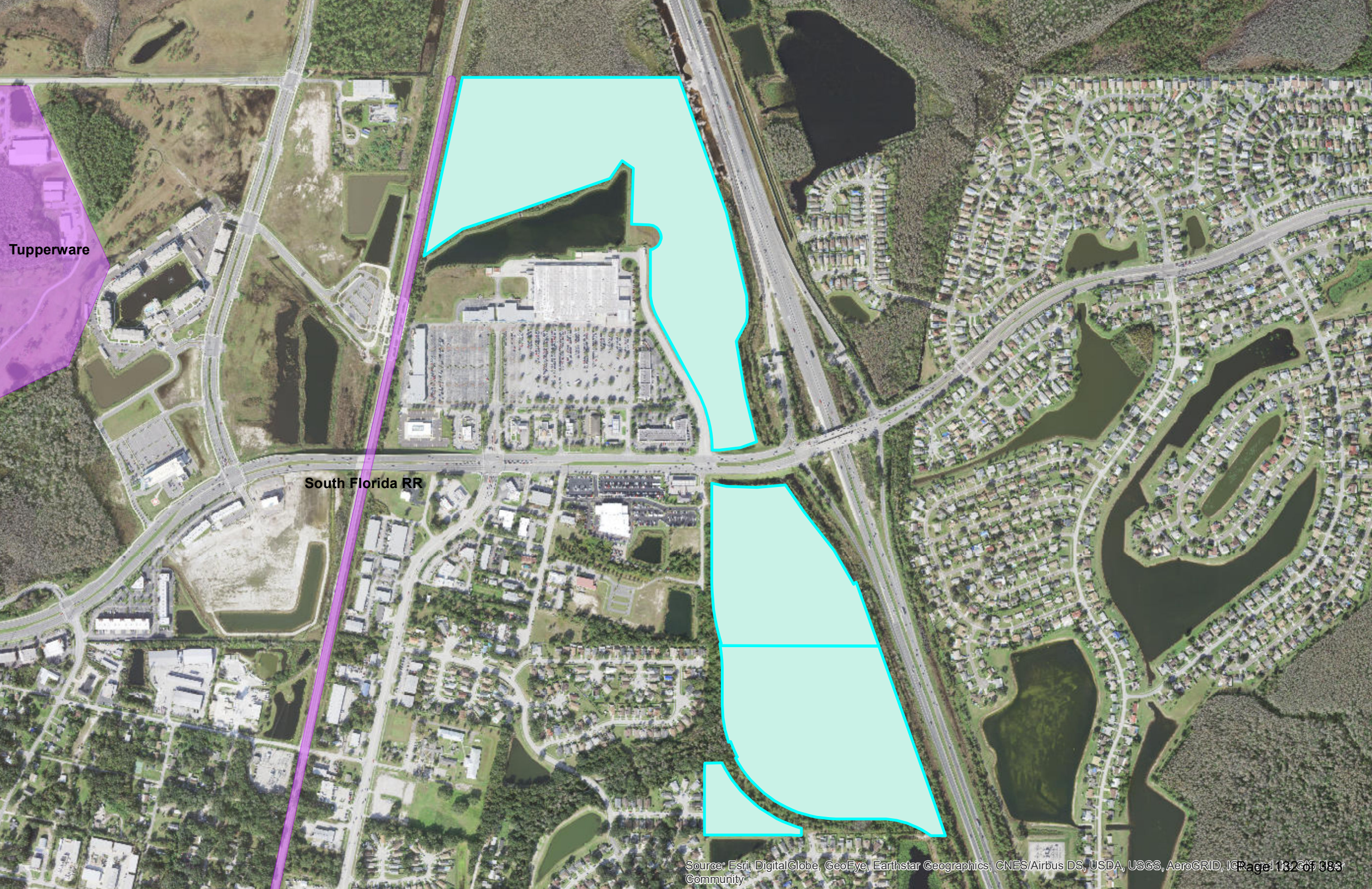
When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com



Tupperware

South Florida RR

TRAFFIC IMPACT ANALYSIS
(To Be Submitted Under Separate Cover)

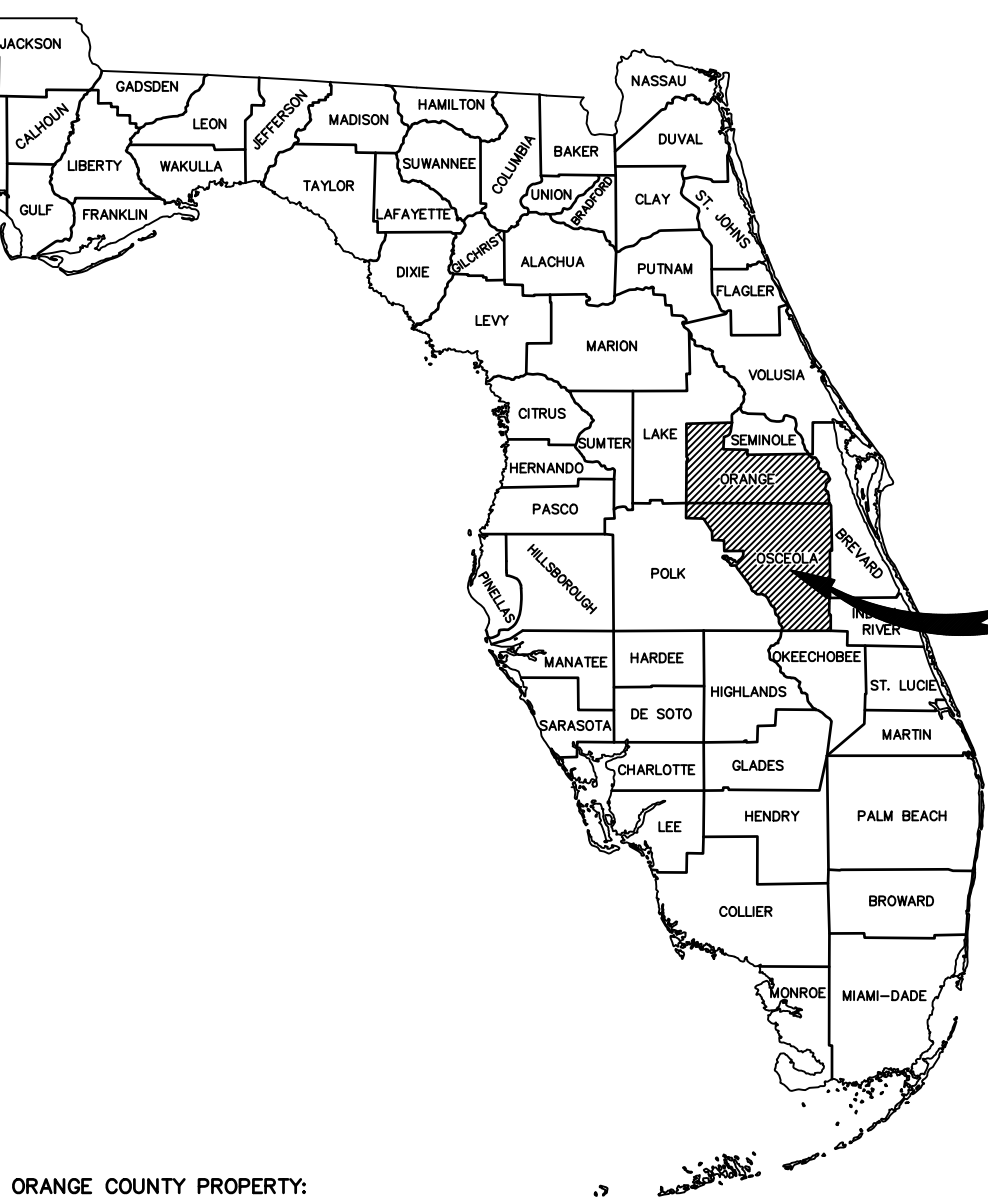
Boundary Survey

SCHEDULE B-SECTION II PER FIDELITY NATIONAL
TITLE INSURANCE COMPANY
ORDER NO. 9906038, REVISION# 1 - 10/7/21
EFFECTIVE DATE SEPTEMBER 29, 2021 AT 5:00 P.M.

- OSCEOLA COUNTY PROPERTY:
6. RESERVATION OF ROAD RIGHTS OF WAY IN FAVOR OF THE STATE OF FLORIDA, THROUGH THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, AS SET FORTH IN THAT CERTAIN DEED RECORDED IN DEED BOOK 104, PAGE 96, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCELS 2 AND 3)
(DOES NOT AFFECT-AFFECTS AS TO ADJACENT RIGHT-OF-WAY)
7. EASEMENT GRANT TO HOUSTON TEXAS GAS AND OIL CORPORATION, A DELAWARE CORPORATION RECORDED OCTOBER 29, 1958, IN OFFICIAL RECORDS BOOK 31, PAGE 179; MODIFICATION RECORDED JULY 13 1966, IN OFFICIAL RECORDS BOOK 150, PAGE 504, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 1)
(DOES NOT AFFECT-PLOTS OFFSITE)
8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF GATEWAY COMMONS NORTH, RECORDED IN PLAT BOOK 13, PAGE(S) 28 THROUGH 32, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 1)
(AFFECTS SUBJECT PARCEL, BLANKET IN NATURE AS TO PARCEL 1)
9. DEVELOPMENT ORDER GATEWAY COMMONS DEVELOPMENT OF REGIONAL IMPACT RECORDED AUGUST 9, 1991, IN OFFICIAL RECORDS BOOK 1026, PAGE 2907; FIRST AMENDMENT RECORDED SEPTEMBER 12, 1996, IN OFFICIAL RECORDS BOOK 1349, OL 1479; SECOND AMENDMENT RECORDED JANUARY 10, 2000, IN OFFICIAL RECORDS BOOK 1690, PAGE 1594; ALLOCATION AND ASSIGNMENT OF LAND USE AND DEVELOPMENT RIGHTS RECORDED MARCH 1 2000, IN OFFICIAL RECORDS BOOK 1708, PAGE 1724; PROPOSED ORDER APPROVING RECOGNITION OF GATEWAY COMMONS DRI DEVELOPMENT ORDER RECORDED AUGUST 5, 2019, IN OFFICIAL RECORDS BOOK 5568, PAGE 541; PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCELS 1, 2 AND 3)
(AFFECTS SUBJECT PARCEL, BLANKET IN NATURE AS TO PARCELS 1, 2, AND 3)
10. DEED OF CONSERVATION EASEMENT BY AND BETWEEN DART ROAD LIMITED PARTNERSHIP AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT RECORDED JUNE 19, 2000, IN OFFICIAL RECORDS BOOK 1747, PAGE 1631, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 1)
(AFFECTS SUBJECT PARCEL, AS SHOWN, AS TO PARCEL 1)
11. EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") BY AND BETWEEN WAL-MART STORES EAST, INC., AN ARKANSAS CORPORATION AND WENDELL E. SPEARS, A HARRISBURG RECORDED MARCH 1, 2000, IN OFFICIAL RECORDS BOOK 1708, PAGE 1706; FIRST AMENDMENT RECORDED JUNE 8, 2007, IN OFFICIAL RECORDS BOOK 3497, PAGE 1044; AFFIDAVIT REGARD ELABORATION OF RIGHTS AGREEMENT RECORDED AUGUST 30, 2007, IN OFFICIAL RECORDS BOOK 3550, PAGE 2496, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 1)
(AFFECTS SUBJECT PARCEL, BLANKET IN NATURE, AS TO PARCEL 1)
12. OSCEOLA COUNTY AND CITY OF KISSIMMEE JOINT FACILITATION OF PUBLIC INFRASTRUCTURE FOR MICHIGAN AVENUE AND BILL BECK BOULEVARD BETWEEN DART ROAD LIMITED PARTNERSHIP AND WENDELL E. SPEARS, WAL-MART STORES EAST, INC., AN ARKANSAS CORPORATION, OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED APRIL 12, 2001, IN OFFICIAL RECORDS BOOK 1650, PAGE 1676; FIRST AMENDMENT RECORDED MARCH 18, 2002, IN OFFICIAL RECORDS BOOK 2016, PAGE 1625, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCELS 1, 2 AND 3)
(AFFECTS SUBJECT PARCEL, BLANKET IN NATURE AS TO PARCELS 1, 2 AND 3)
13. EASEMENT DEED BY AND BETWEEN WENDELL E. SPEARS AND KISSIMMEE UTILITY AUTHORITY, A BODY POLITIC RECORDED JUNE 1, 2021, IN OFFICIAL RECORDS BOOK 1876, PAGE 2020, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 1)
(AFFECTS SUBJECT PARCEL, AS SHOWN, AS TO PARCEL 1)
14. UTILITY EASEMENT BY AND BETWEEN RAMONA A. SPEARS, FOR THE ESTATE OF WENDELL E. SPEARS TO TOPOKAUGA WATER AUTHORITY RECORDED JUNE 20, 2007, IN OFFICIAL RECORDS BOOK 3504, PAGE 2103, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 2)
(AFFECTS SUBJECT PARCEL, AS SHOWN, AS TO PARCEL 2)
15. UTILITY EASEMENT BY AND BETWEEN RAMONA A. SPEARS, FOR THE ESTATE OF WENDELL E. SPEARS AND TOPOKAUGA WATER AUTHORITY RECORDED JUNE 20, 2007, IN OFFICIAL RECORDS BOOK 3504, PAGE 2109, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCELS 2 AND 3)
(AFFECTS SUBJECT PARCEL, AS SHOWN, AS TO PARCEL 3)
16. EASEMENT DEED BY COURT ORDER SETTLEMENT OF LANDOWNER ACTION RECORDED OCTOBER 17, 2013, IN OFFICIAL RECORDS BOOK 4517, PAGE 2718 AND AS AFFECTED BY NOTICE OF SUBSTITUTION OF EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED NOVEMBER 18, 2013, IN OFFICIAL RECORDS BOOK 4533, PAGE 479, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCEL 1)
(AFFECTS SUBJECT PARCEL, BLANKET AS TO PARCEL 1)
17. INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS AND CITY OF KISSIMMEE PROVIDING FOR FIRE/EMS SERVICE FOR A PORTION OF OSCEOLA COUNTY FROM KISSIMMEE FIRE STATION NO. 14 RECORDED OCTOBER 2017, IN OFFICIAL RECORDS BOOK 5135, PAGE 1410, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (PARCELS 1, 2 AND 3)
(AFFECTS SUBJECT PARCEL, BLANKET AS TO PARCELS 1, 2 AND 3)
18. TERMS, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, MASTER AGREEMENTS, RESERVATIONS, LEASES, RULES, BYLAWS, ASSESSMENTS AND/OR FEES AND OTHER PROVISIONS WHICH MAY BE CONTAINED IN AND ESTABLISHED BY THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS FOR GATEWAY COMMONS RECORDED SEPTEMBER 12, 2002, IN OFFICIAL RECORDS BOOK 2109, PAGE 2846, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO. (PARCELS 1, 2 AND 3)
(AFFECTS SUBJECT PARCEL, BLANKET AS TO PARCELS 1, 2 AND 3)

Abbreviation Legend:

(A)	= ACTUAL	MBX	= MAILBOX
A/C	= AIR CONDITIONER	MS	= MITERED END SECTION
ACSM	= AMERICAN CONGRESS ON SURVEYING & MAPPING	MH	= MANHOLE
ADA	= AMERICANS WITH DISABILITIES ACT	MLP	= METAL LIGHT POLE
ALTA	= AMERICAN LAND TITLE ASSOCIATION	MPH	= MILES PER HOUR
APPROX	= APPROXIMATE	MPP	= METAL POWER POLE
ARV	= AIR RELEASE VALVE	N/A	= NOT APPLICABLE
AV	= AVENUE	NVD	= NORTH AMERICAN VERTICAL DATUM
AVG	= AVERAGE	NAD	= NORTH AMERICAN DATUM
(BB)	= BEARING BASIS	N-X	= NON-EXCLUSIVE
BLK	= BACK FLOW PREVENTER	NG	= NATURAL GROUND
BLK	= BLOCK	NGS	= NATIONAL GEODETIC SURVEY
BLD	= BUILDING	NGVD	= NATIONAL GEODETIC VERTICAL DATUM
BLVD	= BOULEVARD	N & D	= NAIL AND DISK
BM	= BENCH MARK	NR	= NON-RADIAL
BCC	= BACK OF CURB	NSPS	= NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
BCK	= BACK WALK	NT	= NON-TANGENT
BSL	= BUILDING SETBACK LINE	NTS	= NOT TO SCALE
BWF	= BARBED WIRE FENCE	OD	= OVERHEAD DIAMETER
C-X	= CALCULATED	ORB	= OFFICIAL RECORDS BOOK
C	= CHORD	OR	= OFFICIAL RECORDS
CATV	= CABLE TELEVISION RISER	QUL	= OVERHEAD UTILITY LINES
CB	= CHORD BEARING	OTL	= OVERHEAD TRAFFIC LINES
CBS	= CONCRETE BLOCK STRUCTURE	PS	= PLAT BOOK
C.A.R.	= CERTIFIED CORNER RECORD	PC	= POINT OF CURVATURE
C&G	= CURB & GUTTER	PCC	= POINT OF COMPOUND CURVATURE
C/I	= CATCH INLET	PG	= PERMANENT CONTROL POINT
C/L	= CENTERLINE	PFF	= PROPOSED FINISHED FLOOR
CM	= CONCRETE MONUMENT	PG	= PAGE
CMP	= CORRUGATED METAL PIPE	PIS	= POINT OF INTERSECTION
CO	= CONCRETE	PIV	= POST INDICATOR VALVE
CONC	= CONCRETE	PK	= PARKER KAYLON
CR	= CORNER	PGB	= POINT OF BEGINNING
CRK	= CORRUATED PLASTIC PIPE	PCC	= POINT OF COMMENCEMENT
QUE	= COUNTY UTILITY EASEMENT	POL	= POINT ON LINE
CVS	= CAN'T VERIFY SIZE	PP	= POWER POLE
CVS&T	= CAN'T VERIFY SIZE & TYPE	PRC	= POINT OF REVERSE CURVATURE
CWS	= CROSSWALK SIGNAL	PRC	= PERMANENT REFERENCE MONUMENT
Δ	= DELTA	PSM	= PROFESSIONAL SURVEYOR & MAPPER
(D)	= DESCRIPTION	PT	= POINT OF TANGENCY
DB	= DEED BOOK	PT	= POLYVINYL CHLORIDE PIPE
DBH	= DIAMETER AT BREAST HEIGHT IN INCHES	PMT	= PAVEMENT
DE	= DRAINAGE EASEMENT	R29E	= RANGE 29 EAST
DEPT	= DEPARTMENT	R	= RADIAL
DIP	= DUCTILE IRON PIPE	RD	= RADIAL
DR	= DRIVE	RCP	= REINFORCED CONCRETE PIPE
D/U	= DRAINAGE AND UTILITY EASEMENT	REC	= RECOVERED
ENG	= ENGINEERING PLAN	REV	= REVISION
EJB	= ELECTRIC JUNCTION BOX	RP	= RADIUS POINT
ELEC	= UNDERGROUND ELECTRICAL LINES	R/W	= RIGHT-OF-WAY
ELEV	= ELEVATION	RS	= REGISTERED LAND SURVEYOR
EL	= ELECTRIC	RP	= RADIUS POINT
ELEV	= ELEVATION	RWL	= UNDERGROUND RECLAIM WATER LINE
ELLIP	= ELLIPTICAL	RWM	= RECLAIMED WATER METER
EO	= END OF INFORMATION	SE	= SPECIAL EASEMENT
EOP	= EDGE OF PAVEMENT	SEC 2	= SECTION 2
ESMT	= EASEMENT	SHM	= SANITARY SEWER MANHOLE
FB	= FIELD BOOK	(SP)	= STATE PLANE
FDC	= FIRE DEPARTMENT CONNECTION	SQ	= SQUARE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	SQ FT	= SQUARE FEET
FDOT	= FINISH FLOOR	ST	= STREET
FGI	= FLAT GRATE INLET	STMH	= STORM DRAINAGE MANHOLE
FLP	= FIBERGLASS LIGHT POLE	S/W	= SIDEWALK
FHYD	= FIRE HYDRANT	T&B	= TANGENT BEARING
FM	= FORCE MAIN	T25S	= TOWNSHIP 25 SOUTH
FND	= FOUND	TELE	= TELEPHONE
FP&L	= FOUND POWER AND LIGHT	TL	= TOP OF BANK
FS	= FLORIDA STATUTES	TOB	= TOP OF BANK
(GL)	= GRID (STATE PLANE)	TOE	= TOE OF SLOPE LINES
GL	= UNDERGROUND GAS LINES	TR	= TRAIL
GOVT	= GOVERNMENT	TRV	= TRAVERSE LINES
GPR	= GROUND PENETRATING RADAR	TRANS	= TRANSFORMER
GTMH	= GREASE TRAP MANHOLE	TSB	= TRAFFIC SIGNAL BOX
HDPE	= HIGH DENSITY POLYETHYLENE PIPE	TSSP	= TRAFFIC SIGNAL SUPPORT POLE
HWF	= HOG WIRE FENCE	TVL	= UNDERGROUND CABLE TV LINES
ID	= IDENTIFICATION	(TYP)	= TYPICAL
IRV	= IRRIGATION CONTROL VALVE	UE	= UTILITY EASEMENT
INFO	= INFORMATION	UNK	= UNKNOWN
INV	= INVERT	UNK	= UNKNOWN
IRN	= IRON PIPE	UNK	= UNKNOWN
IP&C	= IRON PIPE & CAP	UNK	= UNKNOWN
IR	= IRON ROD	UNK	= UNKNOWN
IR&C	= IRON ROD & CAP	UNK	= UNKNOWN
IRR	= IRRIGATION	UNK	= UNKNOWN
L	= ARC LENGTH	UNK	= UNKNOWN
LP	= LICENSED BUSINESS NUMBER	UNK	= UNKNOWN
LP	= LIGHT POLE	UNK	= UNKNOWN
(M)	= MEASURED	UNK	= UNKNOWN
MB	= MAP BOOK	UNK	= UNKNOWN



ORANGE COUNTY PROPERTY:

19. EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED JUNE 9, 1972, IN OFFICIAL RECORDS BOOK 2234, PAGE 241, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(AFFECTS SUBJECT PARCEL, BLANKET IN NATURE AS TO PARCEL 4)
20. ORANGE COUNTY/ORANGE-OSCEOLA MANAGEMENT CORPORATION/COMMUNITY DEVELOPERS OF ORANGE COUNTY, INC., FINAL SUBREGIONAL WASTEWATER FACILITIES AGREEMENT CONTRACT NO. 5-83-4 RECORDED SEPTEMBER 6, 1983, IN OFFICIAL RECORDS BOOK 3415, PAGE 1912, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(DOES NOT AFFECT, PLOTS OFFSITE)
21. ORANGE COUNTY/ORANGE-OSCEOLA MANAGEMENT CORPORATION/COMMUNITY DEVELOPERS OF ORANGE COUNTY, INC., WATER UTILITIES AGREEMENT CONTRACT NO. W-85-5 RECORDED FEBRUARY 20, 1985, IN OFFICIAL RECORDS BOOK 3609, PAGE 1295; FIRST AMENDMENT RECORDED APRIL 9, 1984, IN OFFICIAL RECORDS BOOK 3876, PAGE 2345; SECOND AMENDMENT RECORDED MAY 24, 1986, IN OFFICIAL RECORDS BOOK 5064, PAGE 1043, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(DOES NOT AFFECT, PLOTS OFFSITE)
22. ORANGE COUNTY/ORANGE-OSCEOLA MANAGEMENT CORPORATION/COMMUNITY DEVELOPERS OF ORANGE COUNTY, INC., REVISED WASTEWATER UTILITIES AGREEMENT CONTRACT NO. W-85-5 RECORDED FEBRUARY 20, 1985, IN OFFICIAL RECORDS BOOK 3609, PAGE 1334, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(DOES NOT AFFECT, PLOTS OFFSITE)
23. USE AGREEMENT BY AND BETWEEN COMMUNITY DEVELOPERS OF ORANGE COUNTY, INC., A FLORIDA CORPORATION AND ORANGE COUNTY, FLORIDA RECORDED APRIL 9, 1985, IN OFFICIAL RECORDS BOOK 3627, PAGE 1267, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(DOES NOT AFFECT, PLOTS OFFSITE)
24. NOTICE OF ADOPTION OF AMENDED DEVELOPMENT ORDER RECORDED JULY 31, 1999, IN OFFICIAL RECORDS BOOK 4204, PAGE 3892; FIRST AMENDMENT RECORDED JUNE 18, 1991, IN OFFICIAL RECORDS BOOK 4236, PAGE 532; SECOND AMENDMENT RECORDED FEBRUARY 10, 1992, IN OFFICIAL RECORDS BOOK 4372, PAGE 3712; THIRD AMENDMENT RECORDED MARCH 3, 1993, IN OFFICIAL RECORDS BOOK 4531, PAGE 1684, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(DOES NOT AFFECT, PLOTS OFFSITE)
25. TERMS, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, MASTER AGREEMENTS, RESERVATIONS, LEASES, RULES, BYLAWS, ASSESSMENTS AND/OR FEES AND OTHER PROVISIONS WHICH MAY BE CONTAINED IN AND ESTABLISHED BY THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS FOR GATEWAY COMMONS RECORDED SEPTEMBER 12, 2002, IN OFFICIAL RECORDS BOOK 2109, PAGE 2846, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO. (PARCEL 4)
(AFFECTS SUBJECT PARCEL, BLANKET AS TO PARCEL 4, EXCEPT UPLAND AREA AS SHOWN)
26. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 10, 2013, IN OFFICIAL RECORDS BOOK 10684, PAGE 7705, AND AS AFFECTED BY NOTICE OF SUBSTITUTION OF EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED NOVEMBER 19, 2013, IN OFFICIAL RECORDS BOOK 10685, PAGE 7817, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PARCEL 4)
(AFFECTS SUBJECT PARCEL, BLANKET AS TO PARCEL 4)

Line Legend:

NOT TO SCALE

---	= 1 FOOT CONTOURS
---	= 5 FOOT CONTOURS
---	= ADJOINER PROPERTY LINES
---	= BARBED WIRE FENCE
---	= BROKEN LINE
---	= BURIED CABLE
---	= BURIED CABLE TELEVISION
---	= BURIED ELECTRIC
---	= BURIED FIBER OPTICS
---	= BURIED GAS
---	= BURIED RECLAIMED WATER LINE
---	= BURIED SANITARY LINES
---	= BURIED SANITARY SEWER FORCE MAIN LINE
---	= BURIED TRAFFIC CONTROL
---	= BURIED TELEPHONE LINE
---	= BURIED WATER LINES
---	= CENTER LINE R/W
---	= CHAIN LINK FENCE
---	= EASEMENT LINES (EXISTING)
---	= EASEMENT LINES (PROPOSED)
---	= EDGE OF WATER LINES
---	= EXISTING DRAINAGE PIPES
---	= EXISTING DRAINAGE PIPES (TERMINUS & ANGLE UNKNOWN)
---	= FIRE WATER MAIN LINES
---	= HOT WATER SUPPLY LINES
---	= IRRIGATION LINES
---	= OVERHEAD TRAFFIC LINES
---	= OVERHEAD UTILITY LINES
---	= RAILROAD TRACKS
---	= RIGHT-OF-WAY LINES
---	= SECTION LINES
---	= STONE WALL LINES
---	= TOP OF BANK LINES
---	= TOE OF SLOPE LINES
---	= TREE LINES
---	= TRAVERSE LINES
---	= UNKNOWN BURIED LINES
---	= VINYL FENCE
---	= WOOD FENCE
---	= WETLAND LINE
---	= ORANGE PAINT LINE
---	= GREEN PAINT LINE
---	= RED PAINT LINE
---	= WHITE PAINT LINE
---	= PURPLE PAINT LINE
---	= BLUE PAINT LINE
---	= YELLOW PAINT LINE

ARV	= AIR RELEASE VALVE
BH	= BORING HOLE LOCATION
CPV	= BRICK PAVERS
CTV	= CABLE TV RISER
CA	= CENTRAL ANGLE
CO	= CLEAN OUT
CMH	= COMMUNICATION MANHOLE
CON	= CONCRETE
CLP	= CONCRETE LIGHT POLE
CLPD	= CONCRETE LIGHT POLE (DUAL)
CLPT	= CONCRETE LIGHT POLE (TRIPLE)
CLQ	= CONCRETE LIGHT POLE (QUAD)
CS	= CONCRETE MITERED END SECTION
CP	= CONCRETE PAVERS
CRP	= CONCRETE RIP RAP
CU	= CONCRETE UTILITY POLE
CS	= COUNTY ROAD SYMBOL
CS	= CROSSWALK SIGNAL POLE
CS	= DETECTABLE WARNING AREA
CS	= DUAL SUPPORT SIGN
CS	= ELECTRICAL MANHOLE
CS	= ELECTRIC METER
CS	= ELECTRICAL JUNCTION BOX
CS	= ELECTRIC OUTLET
CS	= ELECTRIC RISER
CS	= FIBER OPTIC MARKER
CS	= FIRE DEPARTMENT CONNECTION
CS	= FIRE HYDRANT
CS	= FLOOD LIGHT
CS	= FOUND CONCRETE MONUMENT (AS NOTED)
CS	= FOUND IRON PIPE (AS NOTED)
CS	= FOUND IRON REBAR (AS NOTED)
CS	= FOUND/SET NAIL (AS NOTED)
CS	= GARBAGE CAN
CS	= GAS MARKER
CS	= GAS VALVE
CS	= GOPHER TORTOISE HOLE
CS	= GRATE INLET
CS	= GRAVEL/DIRT
CS	= GREASE TRAP MANHOLE
CS	= GUY ANCHOR
CS	= HANDICAP PARKING SPACE
CS	= INTERSTATE SYMBOL
CS	= IRRIGATION CONTROL VALVE
CS	= LIGHT POLE
CS	= LIGHT POLE (DUAL)

Symbol Legend:

NOT TO SCALE

---	= LIGHT POLE (TRIPLE)
---	= LIGHT POLE (QUAD)
---	= MAILBOX
---	= MONITOR WELLS
---	= NAIL & DISC (AS NOTED)
---	= PARKING SPACES (2)
---	= POST INDICATOR VALVE
---	= PULL BOX (AS NOTED)
---	= REVISION NUMBER (3)
---	= RECLAIMED WATER METER
---	= RECLAIMED WATER VALVE
---	= ROOF DRAIN
---	= SANITARY SEWER MANHOLE
---	= SANITARY SEWER VALVE
---	= SECTION CORNER
---	= 4" X 4" CM LB #7143
---	= 5/8" IR&C LB #7143
---	= SIGN
---	= SITE BENCH MARK
---	= STORM SEWER MANHOLE
---	= STRIPING (DIRECTIONAL)
---	= TELEPHONE CABLE RISER
---	= TELEPHONE MANHOLE
---	= TELEPHONE LINE MARKER
---	= TELEPHONE JUNCTION BOX
---	= TEST HOLE
---	= TRAFFIC SIGNAL BOX
---	= TRAFFIC SIGNAL SUPPORT POLE
---	= UNKNOWN MANHOLE
---	= UNKNOWN UTILITY MARKER
---	= UNKNOWN RISER
---	= UNKNOWN VALVE
---	= UTILITY FLAG (AS NOTED)
---	= VENT (AS NOTED)
---	= WATER METER
---	= WATER RISER
---	= WATER SERVICE
---	= WATER SPIGOT
---	= WATER SPRINKLER
---	= WATER VALVE
---	= WELL
---	= WETLAND FLAG
---	= WOOD UTILITY POLE
---	= WATER LINE MARKER
---	= WIRE HEIGHTS (SEE CHART)
---	= PARCEL/OWNERSHIP INFO (SEE CHART)

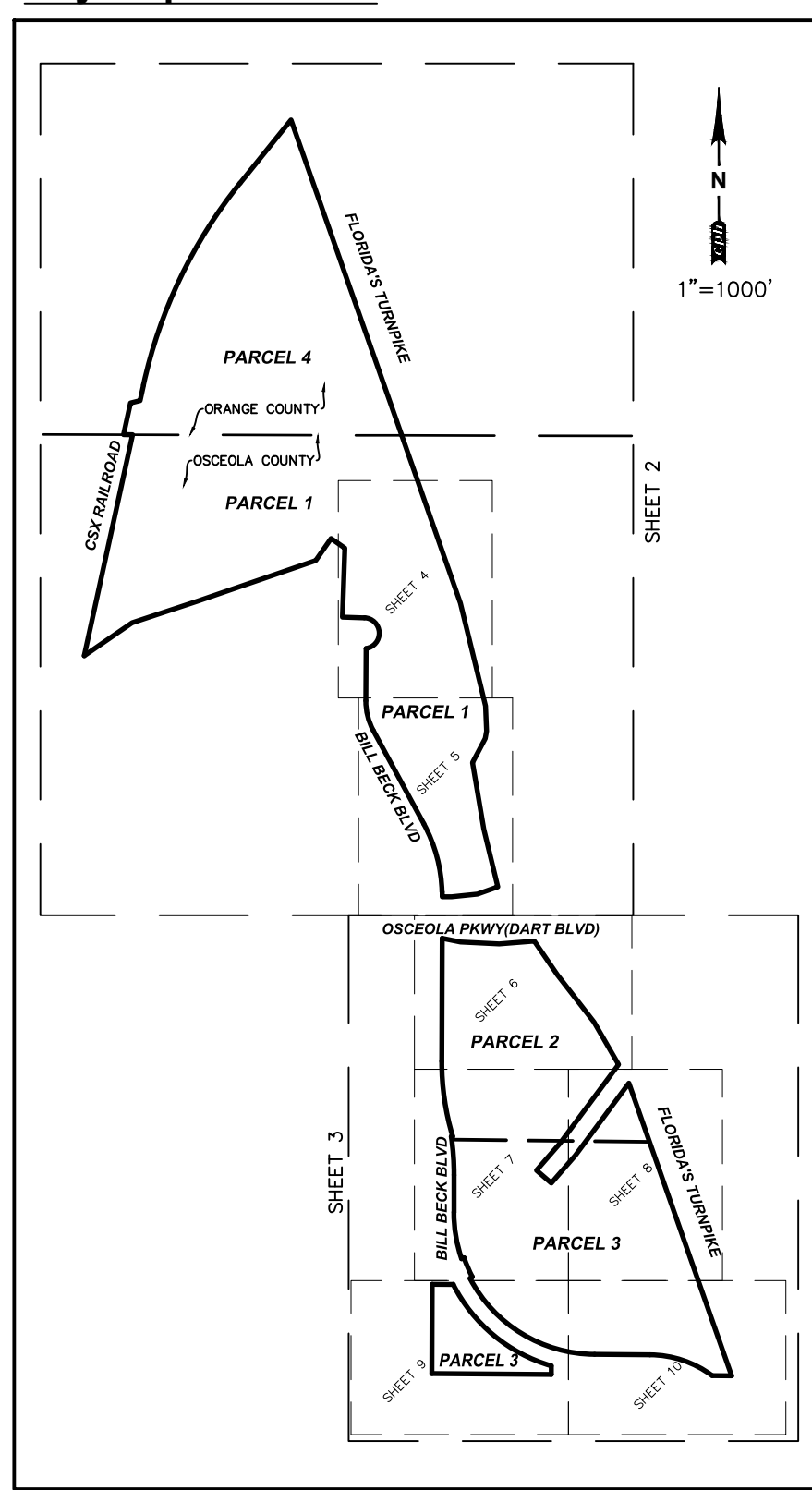
PARCEL	SQUARE FEET	ACREAGE
1	2,424,477 SQ FT	55.658 ACRES±
2	937,346 SQ FT	21.519 ACRES±
3	1,614,757 SQ FT	37.069 ACRES±
4	1,555,702 SQ FT	35.714 ACRES±
TOTAL	6,532,282 SQ FT	149.960 ACRES±

Sign Legend:

NOT TO SCALE

(R1)	= ROW NUMBER SIGN
(B)	= BUS STOP SIGN
(DE)	= DEAD END SIGN
(DNE)	= DO NOT ENTER SIGN (R5-1)
(HC)	= HANDICAP SIGN
(HC)	= DUAL HANDICAP SIGN
(FDC)	= FIRE DEPARTMENT CONNECTION
(INFO)	= INFORMATION SIGN
(KR)	= KEEP RIGHT SIGN
(LTO)	= LEFT TURN ONLY
(ME)	= MEDIAN SIGN
(ND)	= NO DUMPING SIGN
(NL)	= NO LEFT TURN SIGN (R3-2)
(NLJ)	= NO LITTERING SIGN
(NO)	= NO OUTLET SIGN
(FL)	= NO PARKING FIRE LANE SIGN
(NOR)	= NO RIGHT TURN SIGN (R3-1)
(NTT)	= NO THRU TRAFFIC SIGN
(NOT)	= NO TRUCKS (R5-2)
(NP)	= NO PARKING SIGN
(1W)	= ONE WAY SIGN (R6-2)
(PE)	= PEDESTRIAN CROSSING SIGN
(RTO)	= RIGHT TURN ONLY
(SL)	= SPEED LIMIT SIGN
(ST)	= STOP SIGN (R1-1)
(SS)	= STREET SIGN
(TZ)	= TOW AWAY ZONE SIGN
(TE)	= TRUCK ENTRANCE SIGN
(U)	= UNKNOWN SIGN
(WL)	= WEIGHT LIMIT SIGN
(WW)	= WRONG WAY SIGN
(Y)	= YIELD SIGN

Key Map of Sheets



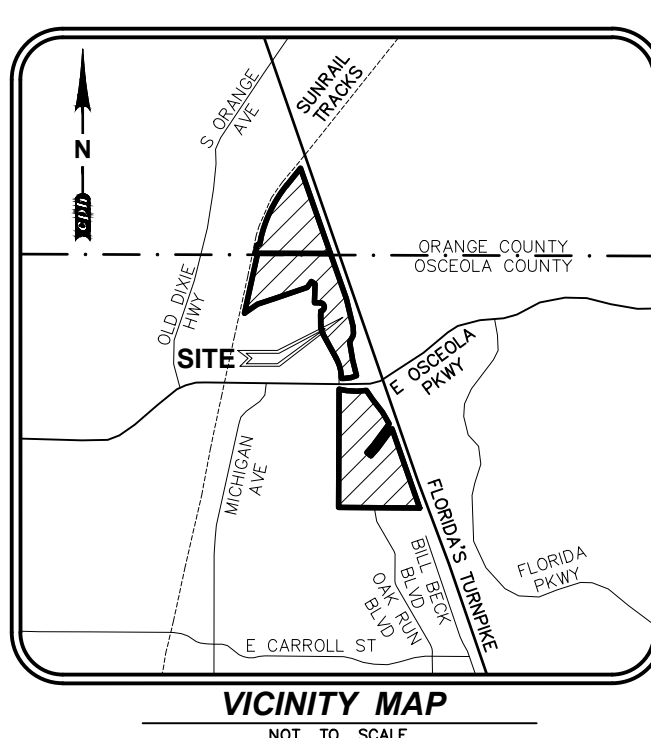
Index of Survey Sheets

- 1 ALTA/NSPS LAND TITLE SURVEY (COVER SHEET)
2-3 ALTA/NSPS LAND TITLE SURVEY (BOUNDARY SURVEY)
4-10 ALTA/NSPS LAND TITLE SURVEY (IMPROVEMENTS)

Reference Material

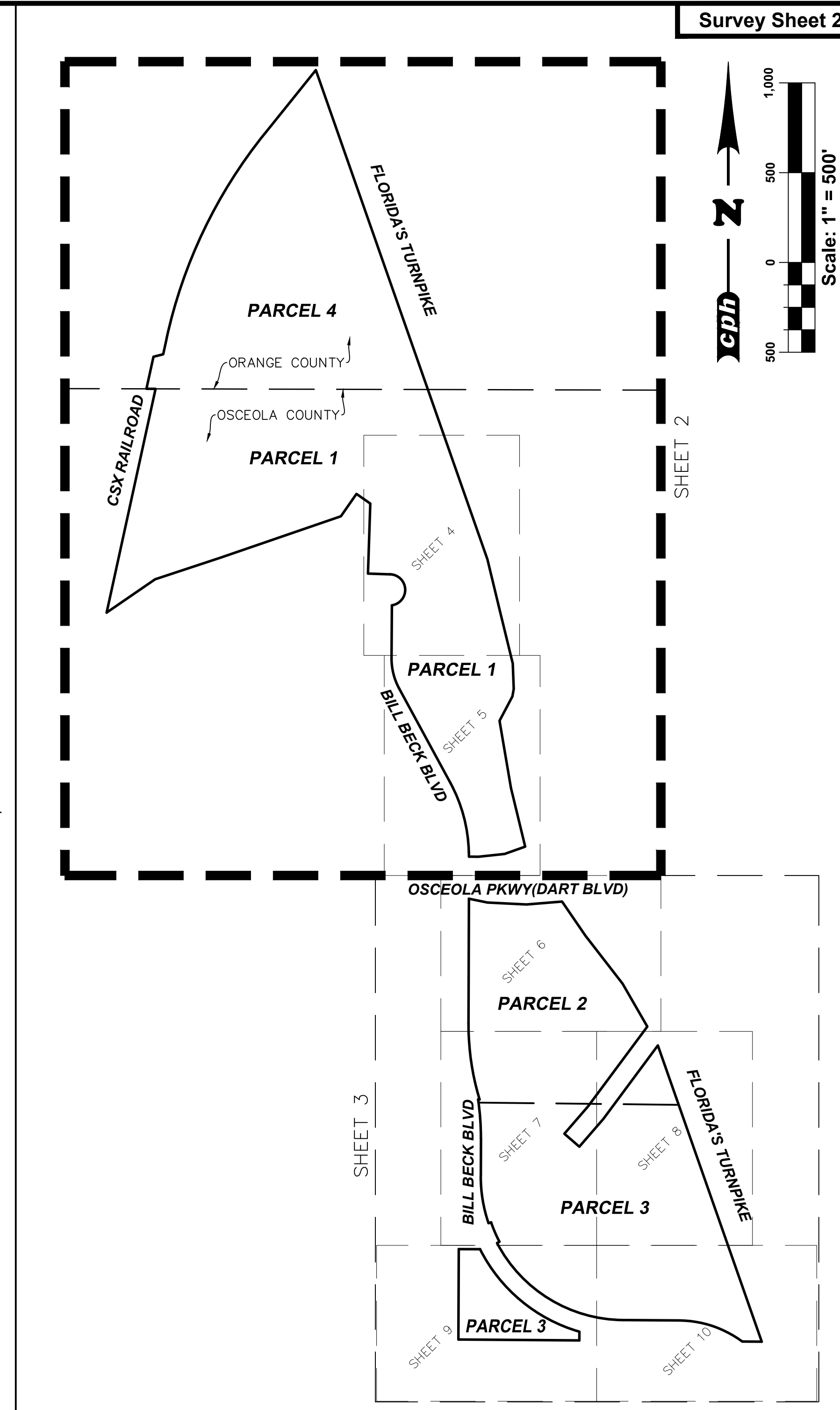
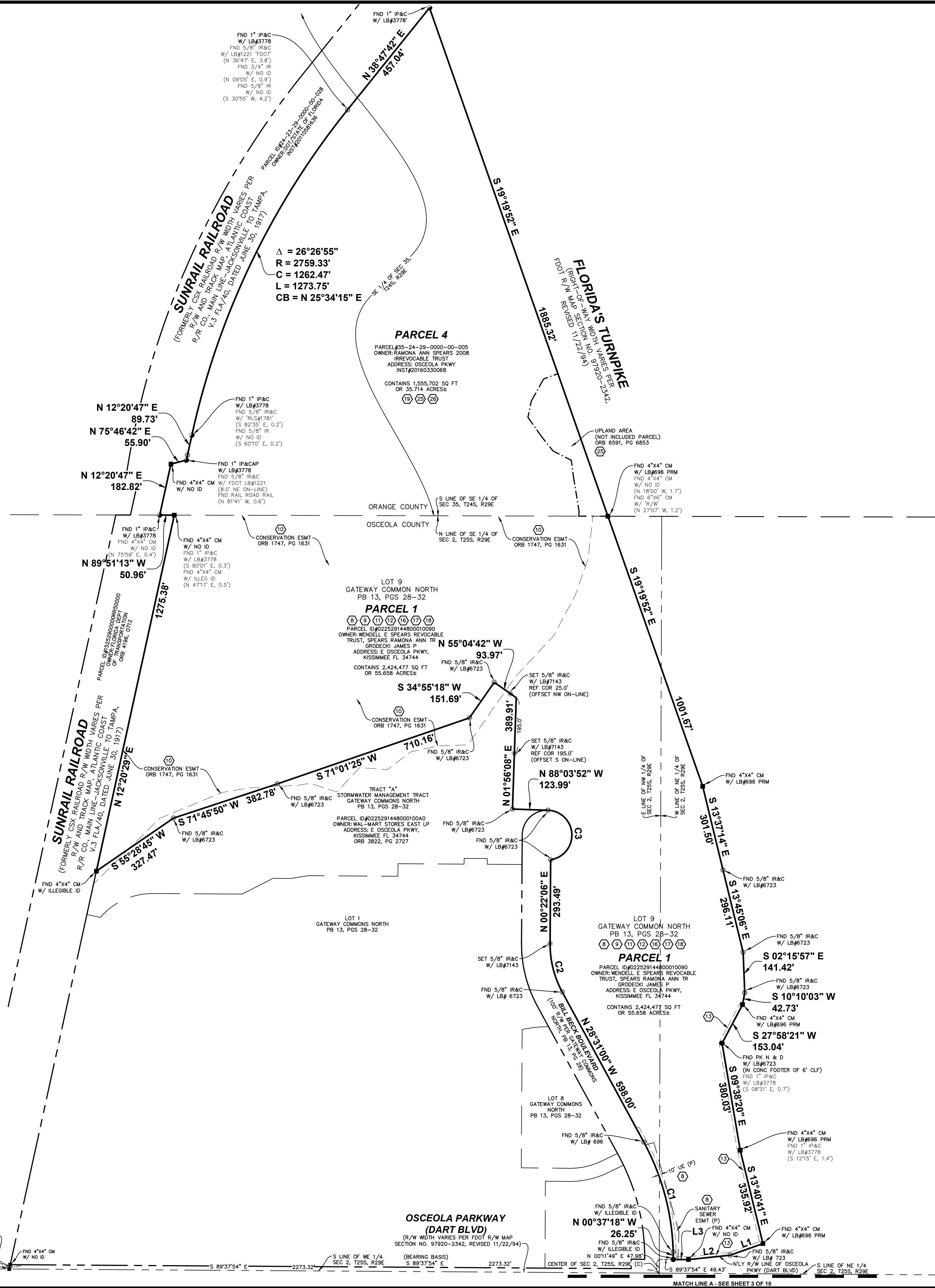
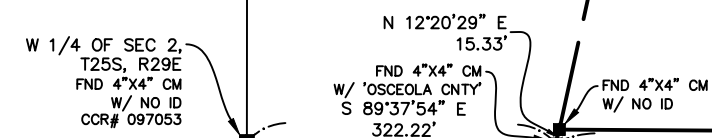
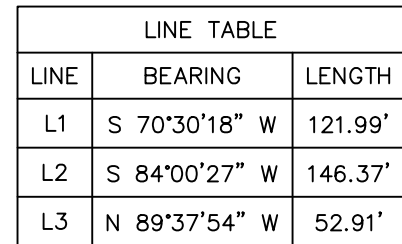
1. GATEWAY COMMONS NORTH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE(S) 28 THROUGH 32, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
2. BILL BECK BOULEVARD, RIGHT-OF-WAY VARIES PER ORB 6070, PG 0062, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
3. FLORIDA'S TURNPIKE, RIGHT-OF-WAY WIDTH VARIES PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 97920-2342, REVISED 11/22/94.

Eng. = ENGINEERING	Arch. = ARCHITECTURAL
C.O.A. = CERTIFICATE OF AUTHORIZATION	Landsc. = LANDSCAPE
Landsc. = LANDSCAPE	N/A = NOT APPLICABLE
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Survey Notes:

1. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 10 OF 10.
4. THE LAST DAY FIELD WORK WAS PERFORMED WAS 11/19/2021; ALL BOUNDARY CORNERS WERE RECOVERED OR SET AS NOTED HEREON.
5. THE "LEGAL DESCRIPTION" IS PER THE COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9906038, EFFECTIVE DATE SEPTEMBER 29, 2021, AND WAS PROVIDED BY CLIENT.
6. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OSCEOLA PARKWAY (DART BOULEVARD), GATEWAY COMMONS NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 28 THROUGH 32 AS BEING N 89°37'54" W.
7. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 120179 0610 F, MAP NUMBER 120950C0610F, ORANGE COUNTY, REVISED DATE SEPTEMBER 25, 2009, AND COMMUNITY PANEL NO. 120179 0060 F, MAP NUMBER 1209700060F, OSCEOLA COUNTY, REVISED DATE JUNE 18, 2013, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, ZONE A, ZONE AE, ZONE X (OTHER FLOOD AREAS) (NAVD '88), THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
8. HORIZONTAL WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.05 (FT). THE EQUIPMENT USED TO LOCATE THE FEATURES WAS A TOPCON GPS HIPER VR.
9. ORANGE COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL# IS PER THE ORANGE COUNTY PROPERTY APPRAISER'S WEBSITE (HTTPS://OCPAWEB.OCPAFL.ORG) AS OF NOVEMBER 30, 2021. OSCEOLA COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL ID# IS PER THE OSCEOLA COUNTY PROPERTY APPRAISER'S WEBSITE (HTTPS://IRA.PROPERTY-APPRAISER.ORG/) AS OF NOVEMBER 30, 2021.
10. UNLESS OTHERWISE NOTED, ALL RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9906038, EFFECTIVE DATE SEPTEMBER 29, 2021, AND WAS PROVIDED BY THE CLIENT.
11. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
12. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL WETLAND BOUNDARIES.
13. FENCES AND WALLS EXISTING ON, OVER OR ADJACENT TO SUBJECT PROPERTY, ARE DISPLAYED HEREON; OWNERSHIP



The image shows the logo for CPH Corp., which consists of the letters "cph" in a stylized, italicized, lowercase font. Below the logo is the website address "www.cphcorp.com". Underneath the website is a horizontal line, followed by the text "A Full Service" and "A & E Firm" in a bold, italicized font. Below this is another horizontal line, followed by the address "500 West Fulton Street", "Sanford, FL 32771", and the phone number "Ph: 407.322.6841". At the bottom, it says "Plans Prepared By: CPH, Inc." and "State of Florida Licenses: Engineer No. 3215 Surveyor No. LB7143 Architect, No. AA2600926 Landscape No. LC000298".

[illegible]

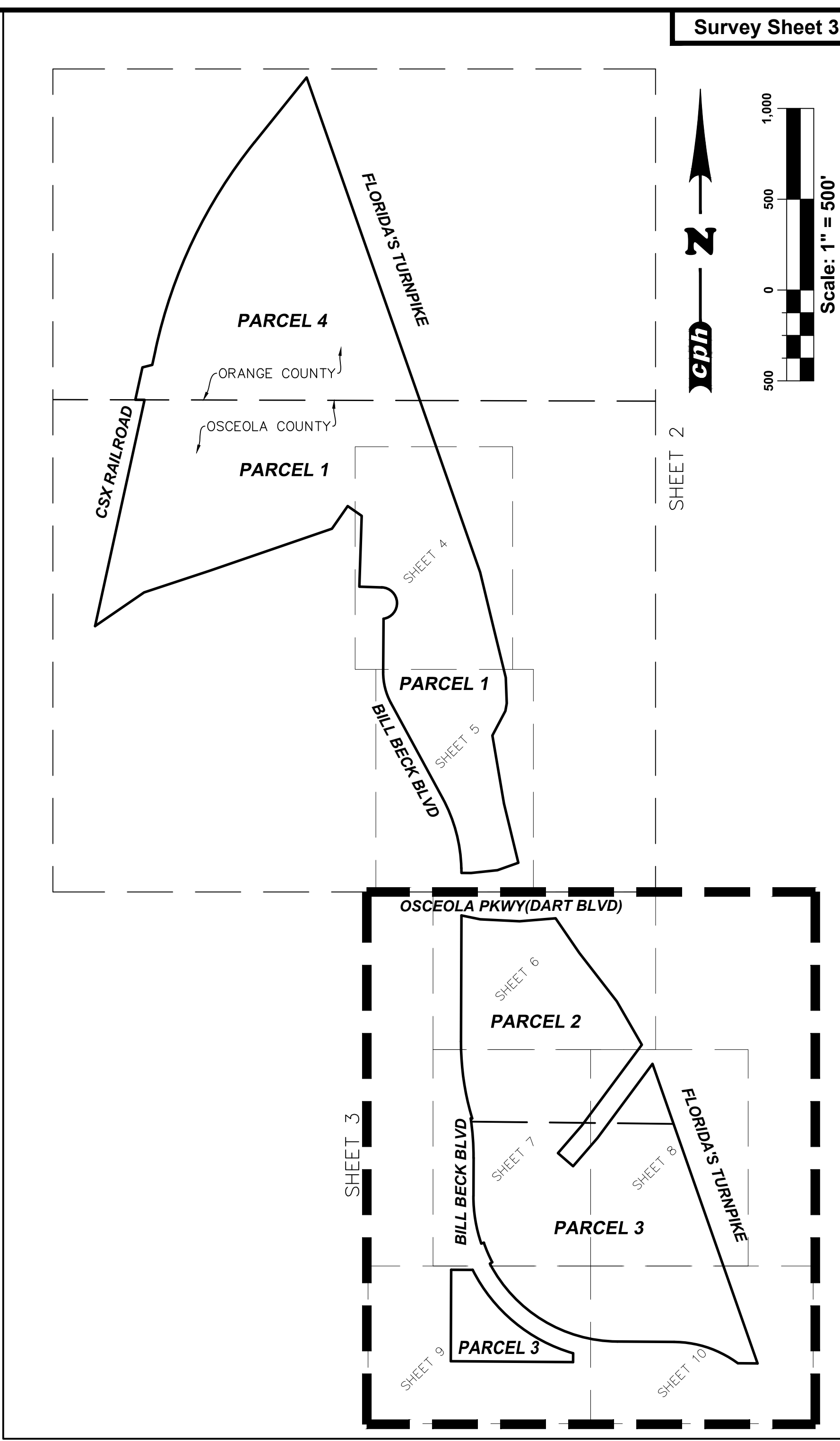
Field Crew: L. Stoffell	
Drawn By: J. Fleming	
Checked By: R. Roberts	
Approved By: P. Katrek	
Job No.: W8311.1	
Date: 11/19/2021	© 2021

BOUNDARY SURVEY
ALSO BEING AN
(ALTA/NSPS LAND TITLE SURVEY)

JC WILSON & ASSOCIATES
BILL BECK BOULEVARD
SECTION 27 TOWNSHIP 25 SOUTH RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA &
SECTION 35 TOWNSHIP 21 SOUTH RANGE 29 EAST
ORANGE COUNTY, FLORIDA

THIS SURVEY IS NOT VALID
WITHOUT SURVEY SHEETS
1 THROUGH 10 OF 10.

Sheet No.
V1.1



OWNERSHIP TABLE			
NO.	PARCEL ID #	OWNER	ADDRESS
①	02252917210001080	HORDUABY EDWARD P HORDUABY PATRICIA B	1487 TAMRA CT KISSIMMEE, FL
②	02252917210001090	LAMOREUX ROBERT J LAMOREUX SHAWN R	1491 TAMRA CT KISSIMMEE, FL
③	02252917210001100	RODRIGUEZ RAMIREZ LILLEN	1495 TAMRA CT KISSIMMEE, FL
④	02252917210001110	OLIVERAS BALBINO	1486 ELDIRA DR KISSIMMEE, FL
⑤	1125292357000100A0	CITY OF KISSIMMEE	OAKTREE DR, KISSIMMEE FL
⑥	112529235700010380	SANTROFF TIFORD SANTROFF ROSEETTE	2972 OAKTREE DR, KISSIMMEE FL
⑦	112529235700010390	PROGRESS RESIDENTIAL BORROWER 17 LLC	2976 OAKTREE DR, KISSIMMEE FL

cph
www.cphcorp.com
**A Full Service
A & E Firm**
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
Plans Prepared By:
CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

[illegible]

BOUNDARY SURVEY
ALSO BEING AN
(ALTAINSPS LAND TITLE SURVEY)

JJC WILSON & ASSOCIATES
BILL BECK BOULEVARD
SECTION 2-TOWNSHIP 25 SOUTH-RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA &
SECTION 35-TOWNSHIP 24 SOUTH-RANGE 29 EAST
ORANGE COUNTY, FLORIDA

**THIS SURVEY IS NOT VALID
WITHOUT SURVEY SHEETS
1 THROUGH 10 OF 10.**

Sheet No.
V1.2

J:\W8311.1\Survey\W8311.1\W8311.1.dwg, 12/13/2021 11:37:10 AM, Katrek, Pau



- 100.00' -

FLORIDA'S TURNPIKE
(RIGHT-OF-WAY WIDTH VARIES PER
FDOT R/W MAP SECTION NO. 97920-2342,
REVISED 11/22/94)

[illegible]

Job No.: W8311.1

2021

**BOUNDARY SURVEY
ALSO BEING AN
(ALTA/NSPS LAND TITLE SURVEY)**

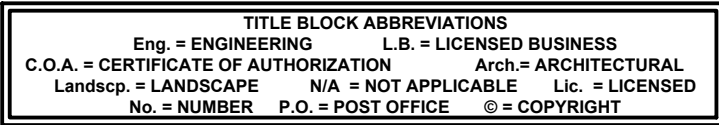
JC WILSON & ASSOCIATES
BILL BECK BOULEVARD
 SECTION 2-TOWNSHIP 25 SOUTH-RANGE 29 EAST

OSCEOLA COUNTY, FLORIDA &
SECTION 35-TOWNSHIP 24 SOUTH-RANGE 29 EAST
ORANGE COUNTY, FLORIDA

**THIS SURVEY IS NOT VALID
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1 THROUGH 10 OF 10.**

Sheet No.
V1.3

TITLE BLOCK ABBREVIATIONS		
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Landscp. = LANDSCAPE	N/A = NOT APPLICABLE	Lic. = LICENSED
No. = NUMBER	P.O. = POST OFFICE	© = COPYRIGHT



**A Full Service
A & E Firm**

Plans Prepared By:
CPH, Inc.
State of Florida License
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA260009
Landscape No. LC00029

[illegible]

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BOUNDARY SURVEY
ALSO BEING AN
(ALTA/NSPS LAND TITLE SURVEY)

JC WILSON & ASSOCIATES

BILL BECK BOULEVARD
SECTION 2-TOWNSHIP 25 SOUTH-RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA &

5-TOWNSHIP 24 SOUTH-RANGE 29 EAST
ORANGE COUNTY, FLORIDA

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1 THROUGH 10 OF 10.**

Sheet No.
V1.6

[illegible]

b No.: W8311.1

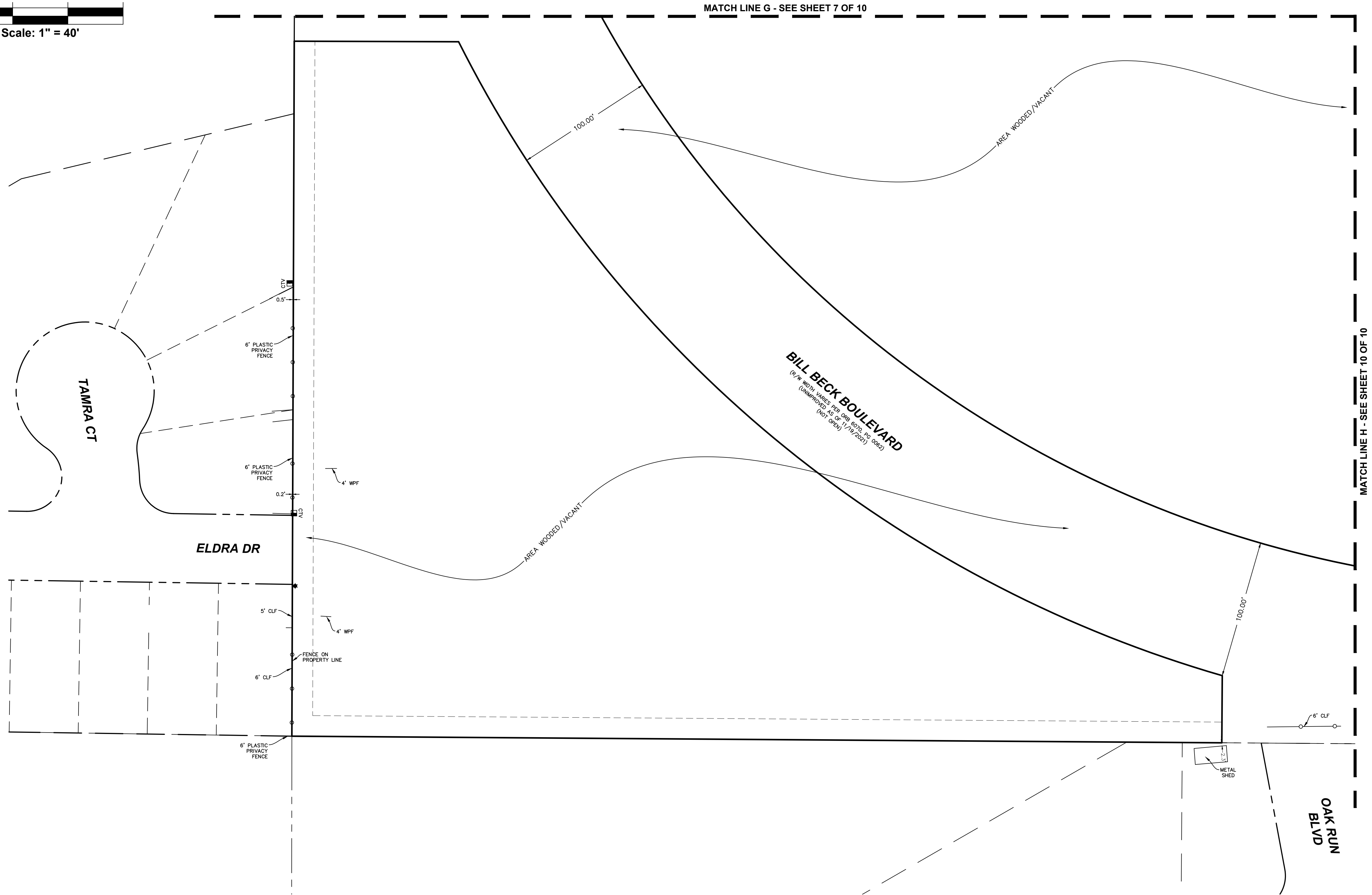
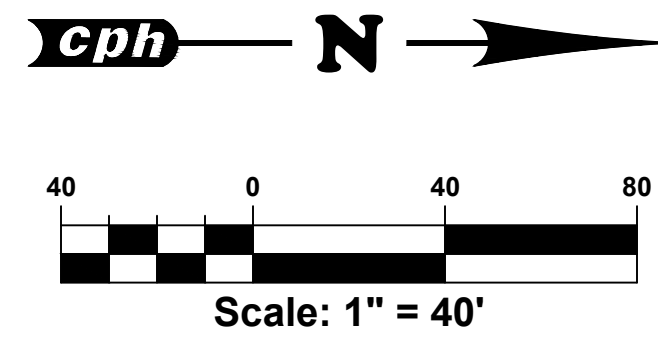
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JC WILSON & ASSOCIATES
BILL BECK BOULEVARD

SECTION 2-TOWNSHIP 25 SOUTH-RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA &
SECTION 35-TOWNSHIP 24 SOUTH-RANGE 29 EAST
ORANGE COUNTY, FLORIDA

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Sheet No.
V1.8



TITLE BLOCK ABBREVIATIONS		
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ITEM 7.A**Approval of City Commission Minutes from the April 5, 2022 meeting****Request**

Request Commission approval of the April 5, 2022 Commission Minutes.

Explanation

Minutes of the Commission meeting held on April 5, 2022 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. Commission Minutes - April 5, 2022



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 5, 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

3.A Swearing In of Six New Firefighters

Staff requests six (6) new firefighters be sworn in as City of Kissimmee Fire Firefighters.

Fire Chief Jim Walls administered the Oath of Office (Exhibit "A") to Firefighters: Taylor Farmer, Gabriel Ramos, Xavier Indart, Wyatt Calderon, Cynthia Sayers, and Alexander Hebra.

3.B Proclamation - National Fair Housing Month

Presentation of a Proclamation in honor of National Fair Housing Month.

City Manager Steigerwald read a proclamation in honor of National Fair Housing Month as the Mayor and Commissioners presented the proclamation to Osceola Association of Realtors.

3.C Proclamation - Denim Day 2022

Request the City Commission present a Proclamation in honor of "Denim Day 2022."

City Manager Steigerwald read a proclamation in honor of Denim Day 2022 as the Mayor and Commissioners presented the proclamation to Laura Rodriguez from the Victim Services Center.

Ms. Rodriguez expressed the appreciation of the Victims Service Center for the City's participation and support of their program.

3.D Presentation of Retirement Watch to Pat Fisher

Presentation of a retirement watch to Pat Fisher, who is retiring from the City after 21 years of dedicated service as a Code Enforcement Officer.

City Manager Steigerwald introduced Pat Fisher as one of the longest-tenured Code Enforcement Officers in Kissimmee history; we wish him well in his retirement.

3.E Employee of the Month for April - Jeanette Flaherty

That the City Commission join the City Manager in recognizing Jeanette Flaherty, Parks & Recreation, as April's Employee of the Month.

City Manager Steigerwald introduced Jeanette Flaherty and stated she was recognized for her attributes and contributions to the City.

Ms. Flaherty shared her appreciation.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Ordinance Amending Part II, Chapter 4: Alcoholic Beverages - Proposed Ordinance #22-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE V, LICENSES AND BUSINESS REGULATIONS, CHAPTER 4, ALCOHOLIC BEVERAGES; UPDATING AND REORGANIZING LANGUAGE THROUGHOUT CHAPTER 4; ADDING A DEFINITION OF A STOCK MEAL; AMENDING SECTION 4-2, LOCATION OF ESTABLISHMENT, ZONING; AMENDING SECTION 4-5 REGULATION OF RESTAURANTS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Requesting approval of amendments to the alcoholic beverages ordinance.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-07 by title.

Planner Ashley Cornelison provided a brief overview of the minor changes being made to the proposed ordinance and stated staff recommends approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the First Hearing of Proposed Ordinance # 22-07. Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	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 from the March 15, 2022 meeting
Request Commission approval of the March 15, 2022 Commission Minutes.
- 7.B Central Services Fuel Tank Spill Bucket Replacements
Approval to replace two (2) fuel tank spill buckets at the Central Services Complex in the amount of \$59,925.10 using the City's continuing services contract with Accurate Power & Technology.
- 7.C Weston 4 Hundred - Final Plat (DRC# 20-00104)
Requesting City Commission approval of the final plat known as Weston 4 Hundred.
- 7.D Change Order No. 4 with Gomez Construction for the Security Improvements at Kissimmee Gateway Airport
Approval of Change Order No. 4 with Gomez Construction Company for the Airport Security Improvements Project in the amount of \$6,140.00 using project AP2103 funds.
- 7.E Interlocal Agreement between Osceola County and the City of Kissimmee for the Shingle Creek Regional Trail Phase 2B Project
Approval to enter into an Agreement with Osceola County for the lease of County property to construct, operate and maintain the Shingle Creek Regional Trail Phase 2B segment to be located on County property.
- 7.F Local Agency Program Supplemental Agreement No.1 with the Florida Department of Transportation for the Design of the Connect Kissimmee Complete Streets Project
Approval of the resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) agreement and further authorizes the City Manager to execute and deliver to the Florida Department of Transportation (FDOT) any subsequent documentation and amendments to FDOT for the design of Connect Kissimmee Complete Streets Project, FPN: 437472-2-38-01.
- 7.G Agreement with AECOM for Design Services for the Connect Kissimmee Complete Streets Project
Approval to enter into an agreement with AECOM for design services for the Connect Kissimmee Complete Streets Project (FPN: 437472-2-38-01) in the amount of \$1,860,210.81. Funding for this project will be provided by the Florida Department of Transportation and the City of Kissimmee.

- 7.H Change Orders No. 1 and No. 2 to Amend the Contract with Schuller Contractors, Inc. for the Toho–Valencia Trail II Project
Approval of Change Orders No. 1 and 2 to increase the contract time due to inclement weather conditions, and to increase the contract amount by \$30,837.70 for unforeseen ADA compliance related issues using funds transferred from the Professional Services account.
- 7.I State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement between City of Kissimmee, Habitat for Humanity of Greater Orlando and Osceola County, and Lucy Rodrigues
Approval to execute the State Housing Initiatives Partnership (SHIP) Rehabilitation Certification and Agreement between the City of Kissimmee, Lucy Rodrigues, and Habitat for Humanity of Greater Orlando and Osceola County, Inc. in the amount of \$95,985.60 for the rehabilitation of 110 N. Palm Avenue.
- 7.J Temporary Easement for Large Scale Active Shooter Exercise
Requesting approval of a temporary easement to allow personnel to participate in a multi-agency, large-scale active shooter exercise on April 15, 2022 in Lake Buena Vista.
- 7.K Acceptance of the Fiscal Year 2021 Orlando/Orange County Urban Area Security Initiative (UASI) Region Funding for a License Plate Reader Program
Acceptance of the 2021 Orlando/Orange County Urban Area Security Initiative (UASI) Region Funding Allocated for a License Plate Reader Program.

8. DISCUSSION ITEMS

**** CITY COMMISSION MEETING WAS RECESSED AS THE CITY COMMISSION AND RECONVENED AS THE CRA BOARD ****

- 8.A Downtown Kissimmee Community Redevelopment Agency Funding for the Design and Engineering of the Connect Kissimmee Complete Streets Project
Approval of Downtown Kissimmee Community Redevelopment Agency funding for the design and engineering of the Connect Kissimmee Complete Streets project.
- Samia Singleton, CRA Manager, provided an overview of the Connect Kissimmee Streets project and the City's funding from FDOT to complete the project. Staff recommends approval.
- Commissioner Fisher made a motion to approve funding for the project. Commissioner Ortiz seconded the motion.
- AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None
- Motion to Approve Passed 5 - 0.
- 8.B Approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC
Approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC, for property located at 308 Broadway.

Samia Singleton, CRA Manager, discussed the Pioneer Project Incentive Program and its relation to Makinson Hardware Store in Downtown Kissimmee. Staff recommends approval of the grant in the amount of \$191,000.

Commissioner Fisher made a motion to approve the grant funding. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion to Approve Passed 5 - 0.

**** THE CITY COMMISSION ADJOURNED AS THE CRA BOARD AND RECONVENED AS THE CITY COMMISSION ****

8.C Appointment to the MetroPlan Orlando Citizen Advisory Committee

Staff requests Commission direction regarding the appointment of a non-voting citizen representative to MetroPlan's Community Advisory Committee.

City Manager Steigerwald confirmed the Commission received four (4) applications.

Commissioner Fisher made a motion to appoint Bryant Coleman to the MetroPlan Citizen Advisory Committee. Commissioner Alvarez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, III, Commissioner Castano

NAY: None

Motion to Passed 5 - 0.

9. HEAR CITY OFFICIALS

9.A City Manager

Nothing.

9.B City Attorney

Nothing.

9.C City Commission

Commissioner Castano & Mayor Gonzalez wished everyone a great night.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:28 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Oath of Office / Swearing in of Six New Firefighters
Taylor Farmer, Gabriel Ramos, Xavier Indart, Wyatt Calderon, Cynthia Sayers, Alexander Hebra
Item 3.A

ITEM 7.B

HOME American Rescue Plan Allocation Plan - Osceola County HOME Consortium

Request

Approval of the City's portion of the HOME - American Rescue Plan (HOME-ARP) Allocation Plan.

Explanation

The Osceola County HOME Consortia has been awarded \$3,478,510 in HOME-ARP funding to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. The City of Kissimmee will be receiving \$1,217,478.50 (35%) from that allocation. The funding must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in a vulnerable population. Funding can be used to develop and support affordable housing; to fund a tenant-based rental assistance program, to provide supportive services, and/or to acquire and develop non-congregate shelter units.

Osceola County, as the lead agency, conducted a needs assessment and gap analysis in order to identify potential uses of the funds. Based on the results, the City of Kissimmee determined the best use of HOME-ARP funds is to offer Tenant Based Rental Assistance (TBRA) and Supportive Services to the residents of the proposed non-congregate shelter facility that is being planned by the City. The residents of the non-congregate shelter facility qualify as a target population of the HOME-ARP Program. Below is the proposed use of funds:

Eligible Use	Allocation	Description	Selection Criteria
Tenant Based Rental Assistance (TBRA)	\$360,000	To help approximately 10 households pay their monthly rent/utilities for a maximum period of 2 years (24 months). The maximum assistance to be provided on a monthly basis cannot exceed \$1,500.	Households will be selected based on their participation in the program and the likelihood that they will be able to become self-sufficient within two years of entering the program. The head of household or spouse must enroll in a training or education program that will lead to full-time employment. Case management is required. Acceptance to the program will be based on recommendations from the case manager and/or other personal and work references.
Supportive Services	\$718,338.10	To be provided by the lead nonprofit agency who will be responsible for the administration of the shelter facility for operating expenses (\$34,785/yr for 5 years) and/or for case management and/or to different non-profit agencies that will subcontract with the main agency to provide supportive services such as	Different non-profit agencies offering the supportive services will be solicited through a Request for Proposal/Request for Qualifications

housing counseling, education, training and employment, child care, etc.)

In addition, the City has allocated the remaining \$139,140.40 (4%) to eligible administrative activities for the implementation of the proposed HOME-ARP projects.

Osceola County held the public comment period for the HOME ARP-Allocation Plan from April 18, 2022 to May 2, 2022. The final Plan will be presented for approval to the Board of County Commissioners Meeting on May 16, 2022.

Another agenda item will be brought to the Commission at a later date to accept the money and amend the budget.

Recommendation

Staff recommends the Commission approve the City's portion of the HOME-ARP Allocation Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Osceola County HOME Consortia HOME-ARP Allocation Plan_Draft

Osceola County HOME Consortia



Substantial Amendment to the 2021 Annual Action Plan HOME-ARP Allocation Plan

DRAFT FOR PUBLIC COMMENT

Osceola County BOCC and the City of Kissimmee
Project Contact: Danicka Ransom, Assistant Director



HOME-ARP Allocation Plan Template

Guidance

- To receive its HOME-ARP allocation, a PJ must:
 - Engage in consultation with at least the required organizations;
 - Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
 - Develop a plan that meets the requirements in the HOME-ARP Notice.
- To submit: a PJ must upload a Microsoft Word or PDF version of the plan in IDIS as an attachment next to the “HOME-ARP allocation plan” option on either the AD-26 screen (for PJs whose FY 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan).
- PJs must also submit an SF-424, SF-424B, and SF-424D, and the following certifications as an attachment on either the AD-26 or AD-25 screen, as applicable:
 - Affirmatively Further Fair Housing;
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
 - Anti-Lobbying;
 - Authority of Jurisdiction;
 - Section 3; and,
 - HOME-ARP specific certification.

Participating Jurisdiction: Osceola County HOME Consortium

Date: 4/12/2022

Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction’s geographic area, homeless and domestic violence service providers, veterans’ groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state’s boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summarize the consultation process:

In an effort to meet the consultation requirements of the HOME-ARP Notice and maximize participation from local housing and supportive services providers, who directly serve the qualifying populations identified in the HOME-ARP Notice, Osceola County used its existing

Consultation Agencies list from its 2020-2024 Consolidated Plan and sent out e-mail communications to eleven local organizations to request input on priority housing needs and potential projects to fund with the HOME-ARP allocation. Out of the eleven organizations contacted, five organizations accepted one-on-one consultation meetings held via Zoom, one organization provided comments via e-mail communication, one organization attended the January 25, 2022 public meeting and provided comment, and four organizations did not respond to our requests for consultation. Responses received from the local organizations consulted are described in the table below.

List the organizations consulted, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
The HOPE Partnership, Inc.	Local Non-Profit Organization	Meeting via Zoom on 2/3/2022	Housing Needs to Address: Construction of new affordable rental housing with supportive services for homeless persons/families
Osceola Council on Aging	Local Non-Profit Organization/CHDO	Meeting via Zoom 2/17/2022	Housing Needs to Address: Construction of new affordable rental housing for Seniors. Housing rehabilitation for Veterans.
Homeless Services Network of Central Florida	Continuum of Care	Meeting via Zoom 2/24/2022	Housing Needs to Address: Construction of new affordable rental housing for chronically homeless persons/families currently in Homeless Mgmt Information System (HMIS)
Osceola County Veterans Services Program	Osceola County Department	E-mail communication 2/22/2022	Housing Needs to Address: Construction of new affordable rental housing and rental assistance for homeless Veterans.
Help Now of Osceola	Local Non-Profit Organization	Meeting via Zoom 3/3/2022	Housing Needs to Address: Construction of new affordable rental housing with supportive services and non-congregate shelter with supportive services for persons/families who are victims of domestic violence, dating violence, sexual assault and human trafficking
Helping Others Make the Effort	Local Non-Profit Organization	Meeting via Zoom 3/15/2022	Housing Needs to Address: Supportive Services and Homeless

			Prevention Services such as employment/education training, housing/credit counseling, transportation costs, food services, and rental assistance. Conversion of hotel/motel to permanent affordable rental housing for homeless and persons at-risk of homelessness.
The Salvation Army	Local Non-Profit Organization	Attended 1/25 Public Meeting via Zoom and provided comment	Housing Needs to Address: Supportive services such as rental/utility assistance and case management, and TBRA.
Agency Name.	Type of Agency/Org.	Method of Consultation.	Feedback.

If additional space is needed, insert image of table here:

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Public comment period:*** start date - 4/18/2022 end date - 5/2/2022
- ***Public hearing:*** 5/16/2022

In addition to the public comment period and the required public hearing, the Kissimmee City Commission will be conducting a review of the HOME-ARP Allocation Plan to approve the final activities and allocation amounts on May 3, 2022.

Describe any efforts to broaden public participation:

Prior to the development of the Needs Assessment and Gap Analysis section of the HOME-ARP Allocation Plan, Osceola County conducted a virtual community meeting via Zoom on January 25, 2022. A Public Notice to attend the community meeting was posted to the County's website on January 20, 2022 and invites were sent via e-mail to local housing and supportive services providers who have provided input on prior Annual Action Plans and Consolidated Plans. The purpose of this meeting was to get public input on the priority housing needs to address and types of housing projects the public would like to see happen with this funding. In addition, an online Housing Needs Survey link was published on the County's website, Facebook page, and on the Public Library System websites to collect public input on priority housing needs. Each Consultation participant was also asked to place the Housing Needs Survey link on their websites and provide their clientele with hard copies of the Survey to complete and submit at different local locations.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Summarize the comments and recommendations received through the public participation process:

Most of the comments received during the initial public participation and consultation process centered around the specific housing needs for priority populations and types of projects that the public would like to see administered with the HOME-ARP funds. Housing needs included: Construction of new affordable rental housing for qualifying populations; acquisition and rehabilitation of hotels for permanent supportive housing; non-congregate emergency/transitional homeless shelters with supportive services to move people through the system of care; housing rehabilitation for veterans; rental assistance to qualifying populations; and supportive services such as employment placement/training services, food and nutrition services, access to healthcare, transportation services, etc.

As of March 31, 2022, the online Housing Needs Survey has received 151 responses. Upon evaluation of the Survey responses it was discovered that 93 percent of respondents identified themselves as residents of Osceola County, while 4 percent identified themselves as representatives of local non-profit housing services providers, and the remaining 3 percent identified themselves as employees of a government agency or department. The top housing need selected was emergency non-congregate shelter, followed by rental assistance and homeownership assistance activities. For clarification purposes, the Osceola County HOME Consortia elected to include a larger category housing activities to choose from than what is eligible under the HOME-ARP funding program in order to collect current qualitative data on overall housing needs.

A public comment period is scheduled to take place April 4, 2022 through April 19, 2022 where a copy of the draft HOME-ARP Allocation Plan will be available for public review and comment. A final public hearing to collect public input on the project activity categories selected to receive HOME-ARP funding is anticipated to take place during the regularly scheduled Osceola County Board of County Commissioners meeting on May 2, 2022 prior to the submission of the HOME-ARP Allocation Plan to HUD shortly afterward.

Summarize any comments or recommendations not accepted and state the reasons why:

During the January 25, 2022 public meeting, there was a comment received from a local organization that recommended congregate vs. non-congregate shelter projects because congregate shelter projects would be more cost efficient. This commenter was informed that congregate shelter projects are not eligible under the HOME-ARP funding program.

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	627	162	644	#	53								
Transitional Housing	315	91	378	#	86								
Permanent Supportive Housing	45	136	1442	#	751								
Other Permanent Housing						#	#	#	#				
Sheltered Homeless						160	104	3	238				
Unsheltered Homeless						95	54	79	0				
Current Gap										#	#	#	#

Suggested Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	39,587		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	2,400		
Rental Units Affordable to HH at 50% AMI (Other Populations)	5,500		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		5,195	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		3,685	
Current Gaps			2,795

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Homeless Persons and Families: In order to collect the most accurate data regarding persons experiencing homelessness in Osceola County, we consulted directly with the Homeless Services Network of Central Florida (regional CoC) via virtual meeting and e-mail communication. The COVID-19 pandemic has presented a unique challenge for Continuum's of Care to conduct their standard methods of collecting data for homeless persons and families in their jurisdictions. An annual Point-in-Time Count requires in person interaction and surveying, which was eliminated due to the health and safety measures put into place to protect employees, volunteers and persons experiencing homelessness. Instead, the Central Florida Commission on Homelessness (CFCH) and the Homeless Management Information System (HMIS) team created a new data collection system called Community Snapshot on Homelessness. This new interactive tool uses demographics, performance indicators, and historical data to illustrate the size and demographics of a community's current homeless population. According to the Community Snapshot on Homelessness data collected between January 1, 2021 and December 31, 2021, there are approximately 730 persons currently experiencing homelessness in Osceola County. Of the 730 persons currently experiencing homelessness, 498 were identified as being part of a family unit with children, and 237 identified as being member of a single adult household without children. There are currently an estimated 336 persons in shelter, and 133 unsheltered persons, with the remaining number being currently housed in transitional or other permanent housing. When breaking down the current state of homelessness by qualifying populations surveyed, 236 households/persons identified as survivor's of domestic violence, 60 households/persons identified as persons with disabilities, and 82 households/persons identified as containing a Veteran. Other performance indicators included 322 persons reporting zero income, and 205 persons reported not having health insurance. In regards to gender, race, ethnicity, age demographics, males account for 51% and females account for 49% of Osceola County's homeless population. Persons who identified as white/caucasian account for 62% and persons who identified as black/African American account for 38% of Osceola County's homeless population. Persons who identified as Non-Hispanic account for 58% and persons who identified as Hispanic account for 42% of Osceola County's homeless population. Lastly, a survey conducted on age of persons experiencing homelessness concluded that children aged 0-17 account for 39%, persons age 18-24 account for 8%, persons age 25-49 account for 36%, and persons age 50+ account for 17% of Osceola County's homeless population.

Persons At-risk of Homelessness: In order to collect data on the size and demographics of persons at-risk of homelessness, Osceola County relied heavily on data resources such as the HUD CPD mapping tool, Comprehensive Housing Affordability Strategy (CHAS), and the Osceola County 2020-2024 Consolidated Plan to describe households that meet the HUD definition of "at-risk of homelessness" (21 CFR 91.5). According to the data evaluated, there are approximately 6,410 renter households in the 0-30% AMI income category in Osceola County. Approximately 5,195 renter households in the 0-30% AMI income category also experience 1 or more of the severe housing problems, making them more vulnerable to be at-risk of homelessness.

Persons Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking: According to the Florida Department of Health, there were 2,219 reported cases of domestic violence reported in Osceola County in 2019. That number grew to 2,267 reported cases of domestic violence by the end of 2020. Unfortunately, due to the timing of the development of this Allocation Plan, there are no current statistics to report for the year 2021, so the County relied on data from the 2020-2024 HOME Consortium Consolidated Plan and provided during direct consultations with local housing and supportive agencies to accurately describe the size and demographic composition of this qualifying population. In 2020, Help Now of Osceola reported that they serve approximately 4,350 families (including children) and 2,575 individuals who are victims of domestic violence, dating violence, sexual assault or stalking on an annual basis. Within this population, approximately 3,000 are children under the age of 18 years old. Demographically speaking, women with children account for the highest gender population served, and most have an extremely-low or no household income. Furthermore, the Children's Advocacy Center Osceola reported that as of 2020, they serve approximately 300 children who are victims of domestic violence and 405 children who are victims of sexual assault each year. While consulting with Helping Others Make the Effort (H.O.M.E.), a division of ASPIRE Health Partners, it was mentioned that while women account for the highest gender population of victims of domestic violence seeking housing and supportive services assistance through their organization, domestic violence does not discriminate based on age or gender and all victims in need of housing assistance and supportive services are prioritized equally.

Other Populations Requiring Services or Housing Assistance to Prevent Homelessness or are at Greatest Risk of Housing Instability: According to the HOME-ARP Notice, "other populations" includes households with annual incomes that are less than or equal to 30% of the area median income, and are experiencing severe cost burden (i.e., is paying more than 50% of monthly household income or has an annual income of less than or equal to 50% of the area median income, as determined by HUD, and is experiencing one or more of the common housing problems (i.e., overcrowding, cost burden, substandard housing), facing immediate eviction, is paying to live in a hotel or motel or other non-family member due to economic hardship, or other unstable housing situation. According to Osceola County 2020-2025 Consolidated Plan data, there are approximately 6,860 households with annual incomes less than or equal to 30% of the area median income and experience severe cost burden. Likewise, there are approximately 5,420 households with annual incomes less than or equal to 30-50% of the area median income and experience severe cost burden. That number increases to 8,849 households with annual incomes less than or equal to 30-50% of the area median income and experience at least one other common housing problem. This means that at least 15,709 households requiring or receiving housing assistance to prevent homelessness or at greatest risk of housing stability qualify under this definition.

Veterans and Families that include a Veteran Family Member: According to the 2020 U.S. Census Bureau data, there were an estimated 18,385 Veterans living in Osceola County. Of this figure an estimated 1,456 of these Veterans were living below the poverty level. During

consultation with the Homeless Services Network of Central Florida (CoC) in February 2022, it was mentioned that there are approximately 79 unsheltered, homeless veterans in Osceola County. Most of these cases also involve individuals with physical disabilities and suffering from mental illness that are harder to locate and enter into the homeless system of care. Furthermore, Osceola County Veterans Services identified permanent, affordable rental housing options and rental assistance as the greatest need to assist homeless veterans in Osceola County.

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- ***Sheltered and unsheltered homeless populations;***
- ***Those currently housed populations at risk of homelessness;***
- ***Other families requiring services or housing assistance or to prevent homelessness;***
and,
- ***Those at greatest risk of housing instability or in unstable housing situations:***

In order to evaluate and describe the unmet housing and service needs of qualifying populations in Osceola County, the County used local reports provided the Homeless Services Network (CoC) of Central Florida and other local housing and supportive services organizations rather than universal data sources like the American Community Survey or Comprehensive Housing Affordability Strategy (CHAS) because the data provided by universal data sources do not accurately reflect the recent economic effects of the COVID-19 pandemic on housing availability and affordability. According to latest Community Snapshot on Homelessness Report, there are approximately 336 sheltered persons and 133 unsheltered persons who are currently accounted for in Homeless Management Information System (HMIS) in Osceola County. According to the Homeless Services Network of Central Florida, there is a lack for permanent supportive housing available for chronically homeless persons/families which is leading to increased times in emergency shelters and reducing the availability of space and services for unsheltered populations. In regards to currently housed populations, but at risk of homeless and other families requiring housing assistance to avoid homelessness, the availability of affordable rental housing in the current market is a great concern considering that even with financial assistance, there is a lack of housing stock for households with an income of 30% or less of the area median income. Likewise, qualifying populations facing housing instability and living in unstable housing situations, like hotels or other short-term rentals, are spending more of their income to remain temporarily housed rather than investing in more permanent housing options, which continues the cycle of housing instability. Other unmet service needs of qualifying populations include increased transportation costs, utility costs, and food costs due to current economical factors including inflation and interruptions in the supply chain.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

Osceola County, the City of Kissimmee, and our local housing and supportive services organizations rely on Federal, State and other local funding sources to provide the necessary resources to assist qualifying populations on an annual basis. There are several local

organizations that provide congregate and non-congregate shelter beds/units, permanent housing solutions and supportive housing services for specific designated qualifying populations. In 2021 alone, approximately 654 persons/families exited the homeless response system due to housing and supportive services provided through the regional CoC, Homeless Services Network of Central Florida. According to the latest Housing Inventory Count, there are approximately 2,992 emergency shelter, transitional housing, rapid re-housing and permanent supportive housing beds available to homeless households without children in network. There are approximately 2,170 emergency shelter, transitional housing, rapid re-housing and permanent supportive housing beds available to homeless households with children in network. The approximate bed coverage rate on an annual basis for homeless households without children is 92.01% and 87.34% for homeless households with children. The bed coverage rate means the total number of beds in the CoC's inventory network, or in the region covered by the CoC which includes Orange, Seminole and Osceola Counties. The Housing Inventory Count does not provide the approximate number of beds currently in use. Other resources available through local housing and supportive services providers, like Hope Partnership Inc., include emergency food pantries, which served over 22,000 persons experiencing poverty or food insecurity in Osceola County, assistance to obtain personal identification for employment or financial assistance, which served 888 persons in Osceola County, and permanent employment or vocational training, which served 11 persons in Osceola County in 2021. In addition, both Osceola County and the City of Kissimmee, through HOME Program Consortia, contribute a portion of its annual HOME Program allocation affordable housing development and affordable permanent housing opportunities, as well as other eligible activities such as Tenant-Based Rental Assistance (TBRA) for qualifying populations. In 2021, the HOME Program Consortia contributed \$959,778 towards projects preserve or produce affordable housing in Osceola County. In 2021, Osceola County also received a total of \$23,025,547.50 from the U.S. Department of Treasury's Emergency Rental Assistance Program (ERA1 and ERA2) to provide direct financial assistance to qualifying households to increase housing stability and prevent homelessness. Osceola County also administers a Section 8 Housing Choice Voucher Program that currently serves approximately 1,597 low-income families in Osceola County, with approximately 18 vouchers being designated specifically for Veterans and their families.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

According to Homeless Services Network of Central Florida's latest Housing Inventory Count Report in 2021, there are a sufficient number of emergency shelter and transitional housing beds available within network, but one issue that creates a gap in availability is not all available beds are located in Osceola County. The inventory of shelter beds are located throughout all three counties, Orange, Seminole and Osceola County, which makes up the CoC's network. Similarly, when persons re-locate from other counties to Osceola County and use our local resources, it creates an increased gap in the availability for persons in need of shelter who already reside here. Local housing and supportive services organizations, such as Help Now of Osceola, who serve specific qualifying populations like persons and families fleeing or attempting to flee, domestic violence, also experience this issue due to the increase in new households in need of services

versus the already limited resources available. In addition to emergency shelter, there is a shortage in the availability of supportive services such as transportation to medical appointments and access to healthcare services for persons residing in emergency shelter or transitional housing.

Using the recommended universal data sources, such as the American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS), proved to be unsuccessful due to the data's age and inaccuracy in properly describing any gaps in the current housing inventory, so the County relied on alternative sources of information provided directly from housing and supportive services organization partners and County internal Departments to help illustrate the lack of availability or affordable housing for qualifying populations. As previously mentioned in the Needs Assessment and Gap Analysis section of this HOME-ARP Allocation Plan, there is a shortage of affordable rental housing in Osceola County due to the lack of availability of housing stock for households with income less than 50% of the area median income and that shortage increases for households with income less than 30% of the area median income, who also experience at least one severe housing problem or are categorized in one or more qualifying populations. During the Consultation Process, we learned that additional Section 8 Housing Choice vouchers have been issued to local housing and supportive services organizations in an effort to keep low-income families stably housed during the COVID-19 pandemic. However, due to the shortage in available, affordable rental housing and participating landlords within the County, families are residing in temporary housing, such as hotels and motels, or on waiting lists longer than usual or are being forced to re-locate outside of the County with their voucher. Another gap identified during the Consultation process, is the availability of affordable rental housing that is dedicated to certain qualifying populations, such as age-restricted communities, that would be safe and suitable living environments for other unstably housed qualifying populations if the requirements were lifted.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of “other populations” as established in the HOME-ARP Notice:

According to the HOME-ARP Notice, persons or families with a household income of less than 30% of the area median, and also experience severe cost burden (spending 50% or more of their monthly income on housing expenses) or persons or families with a household income of less than 50% of the area median income, and also experiences a condition that deems the household “at-risk of homelessness” (i.e., receives housing assistance, moves frequently; lives in the home of another due to economic hardship; lives in a hotel or motel that is not paid for by a charity or organization; or experiences overcrowding) are defined as eligible “other populations” to target with HOME-ARP funds. According to the Osceola County HOME Consortium 2020-2024 Consolidated Plan, there are an estimated 16,578 households that qualify under this HUD definition of at greatest risk of housing instability or homelessness. Furthermore, previous Osceola County reports and plans have demonstrated a high number of persons or families who reside in short- or long-term hotels or motels, specifically along State Road 192 in target areas designated with high concentration of slum and blight. In addition, the negative economical

impacts caused by COVID-19 pandemic and the rising rental market rates has contributed to the growing number of persons or families at-risk of homelessness, increasing the need to address the housing situations of this qualifying population.

Identify priority needs for qualifying populations:

In order to determine the priority needs for qualifying populations, Osceola County conducted direct consultations with local housing and supportive services providers, as well as the evaluation of the Housing Needs Survey results. After consultation with several local organizations, one priority need was very apparent, the production of new affordable rental housing for multiple qualifying populations including chronically homeless persons, homeless veterans, and persons at risk of homelessness with household incomes of less than 30% AMI and at least one severe housing problem. Other priority needs identified included housing rehabilitation for veterans to improve affordability, permanent supportive housing for chronically homeless persons and families, rental assistance for veterans and persons at risk of homelessness with household incomes less than 30% AMI and experience at least one severe housing problem, increased emergency shelter and transitional housing opportunities for victims of domestic violence, dating violence, sexual assault, stalking or human trafficking. In addition, current results received through the Housing Needs Survey include priority needs such as the construction emergency non-congregate shelters, rental assistance for qualifying populations, and direct financial assistance to support homeownership activities.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:

The level of need and gaps within the shelter and housing inventory and service delivery systems was based on a combination of trusted data sources and direct consultations with local housing and supportive services providers and County internal Departments and Programs. During the development of the Needs Assessment and Gap Analysis section of the Allocation Plan, the County experienced challenges with using recommended universal data sources like the American Community Survey or the Comprehensive Housing Affordability Strategy mainly because the data is based on surveying conducted prior to 2019, and does not take into account the tremendous negative financial impacts caused by the COVID-19 pandemic. Therefore, the County elected to rely on current, quantifiable and qualitative data from reputable sources during the Consultation Process.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:

The Osceola County HOME Consortia contains two separate units of local governments, Osceola County and the City of Kissimmee, who will elect to use their own allowable, internal methods for the implementation of HOME-ARP funds. The distribution of funds in the

supportive services funding category will either be determined in a competitive solicitation of applications from local housing and supportive services provider organizations, or using a fair distribution method that provides a percentage of the allocation to local housing and supportive services provider organizations who submit a proposal to administer HOME-ARP funds on eligible activities. For activities within the development of affordable rental housing or acquisition and development of non-congregate shelter funding categories, Osceola County and the City of Kissimmee will use their internal procurement methods to select and contract with a qualified housing developer to conduct required construction activities, in accordance with HOME Program and HOME-ARP Notice guidelines. The City of Kissimmee will either administer the tenant-based rental assistance (TBRA) in-house or contract with a local housing and supportive service provider to administer the funds.

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

This section is not applicable since the Osceola County HOME Consortia will not be allocating any portion of the HOME-ARP grant funds to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP Allocation Plan.

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 544,412.60		
Acquisition and Development of Non-Congregate Shelters	\$ 0.00		
Tenant Based Rental Assistance (TBRA)	\$ 360,000.00		
Development of Affordable Rental Housing	\$ 1,878,395.40		
Non-Profit Operating	\$ 173,925.50	5 %	5%
Non-Profit Capacity Building	\$ 0.00	0 %	5%
Administration and Planning	\$ 521,776.50	15 %	15%
Total HOME ARP Allocation	\$ 3,478,510.00		

Additional narrative, if applicable:

Prior to describing how the Osceola County HOME Consortia will distribute the HOME-ARP funds to specific eligible activities, it is important to clarify how the funds will be allocated among the Consortia partners. The total allocation of HOME-ARP funds received is \$3,478,510.00. In accordance with the HOME Consortia Agreement between Osceola County

and the City of Kissimmee, 65 percent (or \$2,261,031.50) of the allocation will be allocated to activities benefitting qualifying populations in Osceola County, and 35 percent (or \$1,217,478.50) will be allocated to activities benefitting qualifying populations within the city limits of Kissimmee. Within the two sub-allocations of HOME-ARP funds, HUD allows Grantees to allocate up to 15 percent of the total allocation to Administration and Planning activities for the implementation of HOME-ARP funds. Osceola County is choosing to allocate 11 percent (or \$382,636.10) of the total allocation to eligible administrative activities for the implementation of HOME-ARP projects. The City of Kissimmee is choosing to allocate 4 percent (or \$139,140.40) of the allocation to eligible administrative activities for the implementation of HOME-ARP projects. The remaining funds will be allocated towards direct services for the completion of eligible HOME-ARP projects.

Osceola County proposes to allocate all of its direct services funding towards the development of affordable rental housing. Under this funding category, Osceola County proposes the development of two multi-family rental developments. The first project, Dillingham Apartments, will receive \$1 million in HOME-ARP funding for the development of 30 permanent supportive rental housing units that will be designated for chronically homeless individuals and families receiving case management services by Park Place Behavioral Health Care. The second project, Cameron Preserve: Phase II, will receive \$878,395.40 in HOME-ARP funding for the development of 88 rental housing units to serve qualifying populations and sub-populations.

The City of Kissimmee proposes to develop a non-congregate shelter facility to provide temporary housing and supportive services to individuals experiencing homelessness. The intent is to prioritize the needs of Osceola County based, unsheltered individuals and families in a 24/7/365 non-congregate setting for as long as necessary to end/or respond to their homelessness. The proposed project will consist of a minimum of 50 non-congregate units to house and provide services to unsheltered, homeless individuals and families. This project is being funded with a variety of Federal funding sources to finance the construction of the project. Funding sources include Community Development Block Grant CARES Act (CDBG-CV) rounds 1, 2 and 3, and American Rescue Plan Act. In order to expand on the benefits of this non-congregate shelter project and promote self-sufficiency, the City of Kissimmee is proposing to use HOME-ARP funds to offer residents of the non-congregate shelter facility Tenant-Based Rental Assistance (TBRA) and other eligible supportive services including housing counseling, education, training and employment services, child care, etc.). The City of Kissimmee is also considering operating costs to the non-profit organization for the implementation of daily operations and delivery of supportive services.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

According to the Needs Assessment and Gap Analysis section, as well as the evaluation of responses received from the Consultation Process and Housing Needs Survey, there is a great need to increase access to permanent, affordable rental housing for persons and families who are

currently receiving housing assistance, but at-risk of homelessness; living in transitional housing; or are currently residing in emergency shelter, in order to create housing stability, promote self-sufficiency, and free up resources in the current shelter, housing and supportive services inventory for persons and families coming in to the system of care. Focusing on that priority need, the Osceola County HOME Consortia evaluated which eligible funding categories would make the greatest impact with the amount of funding available, and the types of eligible, “shovel ready” or planned projects that are on hold due to lack of funding. In addition, with other CARES and American Rescue Plan Act (ARPA) funded programs coming to a close, and a deficit of Section 8 Program funding available for families relocating to Osceola County, the Osceola County HOME Consortia considered activities to continue funding for Tenant-Based Rental Assistance (TBRA) and other supportive housing services programs that would extend services to persons and families already relying on government housing assistance to avoid homelessness.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The Osceola County HOME Consortia anticipates to produce 88 permanent affordable rental housing units, 30 permanent supportive rental housing units, 50 non-congregate shelter units, support 10 households with TBRA, and support 50 households with other supportive services through local housing and supportive services provider organizations with this allocation of HOME-ARP funding.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ’s priority needs:

The Dillingham Apartments project is anticipated to produce 30 permanent supportive housing rental units into Osceola County’s current homeless housing inventory. The Cameron Preserve: Phase II project is anticipated to produce 88 permanent affordable rental housing units into Osceola County’s current housing stock and inventory. These projects were specifically chosen because access to new, permanent rental housing is the top priority identified in the Needs Assessment and Gap Analysis, and previous Annual Action and Consolidated Plans. In addition, both of the housing developers for Dillingham Apartments and Cameron Preserve: Phase I projects are leveraging a financial contribution, in the form of housing tax credits to ensure construction completion in accordance with Federal regulations and HOME Program guidelines.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).

- PJs are not required to describe specific projects to which the preferences will apply. Osceola County's Dillingham Apartments project will give preference to chronically homeless families and individuals that are currently under the care of Park Place Behavioral Health Care, and will assist with closing the homeless inventory gap by moving 30 homeless families or individuals from emergency shelter or transitional housing to permanent supportive rental housing. Osceola County does not intend to give specific preference to a qualifying population for its Cameron Preserve: Phase II project. However, it will encourage the housing developer, development management, and County internal staff to accept referrals from local housing and supportive services to serve qualifying populations and subpopulations in an effort to increase access to affordable housing and lessen the gap in the current affordable housing inventory for the most vulnerable populations of residents.

The City of Kissimmee intends to give preference to homeless families and individuals residing in the non-congregate shelter facility for its TBRA and supportive services activities. The TBRA supportive services activities will be delivered to shelter residents through local housing and supportive services providers.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:

As thoroughly documented in the Needs Assessment and Gap Analysis section of this HOME-ARP Allocation Plan, there are unmet needs and gaps in every qualifying population or category of qualifying population identified. The only specific preference anticipated are supportive services activities provided to the homeless residents of the non-congregate shelter facility project. Prioritization of these services will help lessen the gap in benefits for those currently unsheltered, homeless residents in Osceola County by providing access to services and tools that promote self-sufficiency and will assist homeless individuals and families exit homelessness.

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

As previously mentioned, there is only one activity that includes a preference to serve a specific qualifying population. Osceola County intends to allocate its entire sub-allocation of HOME-ARP funds to development of new affordable rental housing, TBRA, and supportive services activities that will be available to serve all other qualifying populations identified in the HOME-ARP Notice.

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-

ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

This section does not apply because the Osceola County HOME Consortia does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated for HOME-ARP funds.

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***

This section does not apply because the Osceola County HOME Consortia does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated for HOME-ARP funds.

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***

This section does not apply because the Osceola County HOME Consortia does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated for HOME-ARP funds.

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***

This section does not apply because the Osceola County HOME Consortia does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated for HOME-ARP funds.

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***

This section does not apply because the Osceola County HOME Consortia does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated for HOME-ARP funds.

- ***Other requirements in the PJ's guidelines, if applicable:***

This section does not apply because the Osceola County HOME Consortia does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated for HOME-ARP funds.

ITEM 7.C

Agreement between the Kissimmee Police Department and Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network

Request

The Police Department requests Commission approval for the Chief of Police to sign and execute the Agreement between the Kissimmee Police Department and the Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network.

Explanation

The Pinellas County Sheriff's Office maintains Florida's Facial Recognition Network, which provides facial biometric search capabilities, subject information, face image comparison tools, and face image analysis methods. In order to gain access to this Network, which is an important tool in criminal investigations, the Kissimmee Police Department must enter into a memorandum of understanding to ensure proper usage of the Network.

Recommendation

Staff recommends the Commission authorize the Chief of Police to sign and execute the Agreement between the Kissimmee Police Department and the Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Florida Facial Recognition Network MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the "Sheriff") and the Kissimmee Police Department, (referred to herein as "Partner"), establishes a relationship between Sheriff and Partner under which the Sheriff will grant access and/or obtain data for inclusion in Florida's Facial Recognition Network (FR-Net), hosted by the Pinellas County Sheriff's Office.

WHEREAS The Pinellas County Sheriff's Office maintains and exclusively hosts Florida's Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for facial recognition (FR) search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies.

WHEREAS the Partner Agency seeks access to and/or to provide data for inclusion in FR-Net.

WHEREAS The Partner Agency and all Agencies with access have been authorized to access and/or receive Criminal Justice Information and have current agreements with the FDLE and/or the FBI and all must adhere to the requirements set forth via the FBI CJIS Security Policy to include the security of the data and information as well as the exchange of any such data or information.

WHEREAS The Partner Agency understands that the system contains Criminal Justice Information that is entered by the Sheriff and/or other Partner Agencies and all exchange and

collaboration of information utilized by the Partner, that is derived from this system and the Agencies the information is entered by, agree to the consent of the exchange of data and information by and between all Partner Agencies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sheriff and Partner Agency agree this MOU applies to the following (check only one):

☐ Partner will contribute mugshot data to the Face Analysis Comparison & Examination System Next (FACESNXT) system, but will NOT have access to search FACESNXT - Exhibit A - the Mugshot Data Addendum contains additional terms the Parties agree (Exhibit B expressly does not apply);

☒ Partner will have access to search FACESNXT, but will NOT contribute mugshot data - Exhibit B - the Search Addendum contains additional terms the Parties agree; or

☐ Partner will contribute mugshot data AND will have access to the FACESNXT system – both Exhibits A and B apply.

2. Term

This Agreement shall be effective on the date upon which it has been signed by both parties ("Effective Date"). This agreement shall continue until terminated by either party pursuant to the procedures described in paragraph 4 of this MOU.

3. Continuity of Operations

Sheriff and Partner agree that if the facial system is unavailable for any reason, Sheriff's first obligation is to restore services for Sheriff. If Partner's interface is not functioning for any reason, Sheriff will provide best efforts to assist in the restoration of Partner's services, but only after Sheriff's needs are met. Best effort is determined solely by the Sheriff.

4. Termination

- A. This MOU may be terminated by either party without cause, upon no less than thirty (30) calendar days written notice to the contacts listed in Section 6.
- B. If Partner breaches this agreement, this MOU may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by Partner.

5. Liability and Defense of Legal Actions

- A. Sheriff agrees to indemnify and hold Partner, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Sheriff, its employees or agents, in the performance of its obligations under this MOU.
- B. Partner agrees to indemnify and hold Sheriff, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Partner, its employees or agents, in the performance of its obligations under this MOU.

6. Project Contacts

Sheriff:

Jacob Ruberto
Biometric Operations Analyst
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

Partner:

Technical Point of Contact
Tony Curtis
Assistant Director, Information Technology
101 Church Street
Kissimmee Florida 34741
407.518.2191
Tony.curtis@kissimmee.gov

Business/Auditing Point of Contact
Camille Alicea
Support Services Captain
Kissimmee Police Department
8 North Stewart Avenue
Kissimmee Florida 34741
Camille.alicea@kissimmee.gov

7. Approval

PARTNER

BY _____

Date _____

SHERIFF

**Bob Gualtieri,
Sheriff, Pinellas County**

BY _____

Date _____

Exhibit A - MUGSHOT CONTRIBUTION ADDENDUM

Additional Sheriff's Obligations

1. To integrate the Partner's mugshot data into the FACESNXT system and to facilitate regular transfer of new data.
2. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACESNXT.
3. Provide the Partner with access to the FACESNXT application after successful completion of the FACESNXT online training materials and demonstrated competency with the FR process.
4. To develop and provide connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACESNXT.

Additional Partner Obligations

1. Partner agrees to provide Sheriff its existing mugshot images for integration into the facial recognition system.
2. Partner agrees to grant PCSO and all participating federal, state and local agencies access to their existing mugshot images enrolled in the facial recognition system.

3. Partner is responsible for maintaining and updating the status of sealed and expunged records for their agency in compliance with Chapter 943, Florida Statutes. Sheriff is responsible for providing connectivity protocols and documentation for Partner to comply with the responsibility of sealing and expunging records.

Exhibit B – SEARCH ADDENDUM

Additional Sheriff's Obligations

1. Sheriff will grant access and make information available to the Partner to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System Next (FACESNXT).
2. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACESNXT.
3. Provide the Partner with access to the FACESNXT application after successful completion of the FACESNXT online training materials and demonstrated competency with the FR process.
4. To develop and provide connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACESNXT.

Additional Partner Obligations

1. All Partner personnel must successfully complete the FACESNXT Online training prior to using FACESNXT.
2. Partner must have written standard operating policies and procedures for the proper usage of facial recognition and have protocols for monitoring to ensure proper usage of the system. Partner must submit its written policy to Sheriff within 90 days of signing this agreement and the written policy must minimally contain the requirements contained in this agreement. More specifically, the

policy shall contain a provision instructing Partner's users that FACESNXT is an investigative tool and any law enforcement action taken based on a submission to FACESNXT shall be based on Partner's personnel's own identity determination and not solely the results of a FACESNXT search. Partner further agrees that failure to submit its written policy within the 90 day period is a breach of this agreement and will result in immediate termination of Partner's use of the FACESNXT system.

3. Partner agrees the FACESNXT application is for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will result in immediate termination of the MOU and immediate loss of access to FACESNXT.
4. The Partner agrees FACESNXT results are strictly investigative leads to assist with subject identification and/or verification.
5. The Partner agrees their personnel accept responsibility for identity adjudication and take law enforcement action based upon their own identity determination.
6. Partner agrees that it will only allow its employees to register as Users and further agrees that Partner shall immediately inactivate its user's access/permissions, following separation, or negligent, improper, or unauthorized use or dissemination of any information. If Partner is unable to update the access/permissions themselves, Partner shall notify Sheriff immediately to inactivate.

7. Partner shall update its user's access/permission upon reassignment of users within five (5) business days of the reassignment. If Partner is unable to update the access/permissions themselves, notification of a need for change in a user's access/permissions shall be made to Sheriff within five (5) business days.
8. Partner agrees to participate in project related evaluations to determine the effectiveness of the FACESNXT application.
9. Auditing
 - A. Partner agrees to provide the name, email address, telephone number, and address for the person(s) designated as the Agency Administrator and shall notify Sheriff within ten (10) calendar days of any changes in person(s) or contact information assigned to this role.
 - B. Partner agrees to respond to Sheriff within five (5) business days of any users who are no longer authorized to use the facial recognition system if provided with a list of users.
 - C. Partner agrees to respond to audit inquiries made by Sheriff within ten (10) business days. These inquiries may include, but are not limited to, substantiation of valid case numbers used for searches or substantiation that searches were conducted for law enforcement purposes.
 - D. Partner agrees to monitor their own agency activity and must notify Sheriff in writing of any unusual activity, including but not limited to, unauthorized access to the system, searches conducted not in compliance with this agreement, any images searched that are not images of a human face, or

searches of celebrity images not related to a valid case number. The written notification shall provide the username, date, time, case number, and any other information that may aid Sheriff to audit the unusual activity. Sheriff agrees to respond in writing to receipt of notification within one (1) business day, and within 15 business days with a response on corrective measures that shall be implemented.

Sheriff:

Jacob Ruberto
Biometric Operations Analyst
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

Partner:

Technical Point of Contact
Tony Curtis
IT Assistant Director
101 Church Street
Kissimmee, Florida 34741
407-518-2191
Tony.curtis@kissimmee.gov

Business/Auditing Point of Contact
Camille Alicea
Police Captain
8 North Stewart Avenue
Kissimmee, Florida 34741
407-847-0176
Camille.alicea@kissimmee.gov

7. Approval

PARTNER

BY _____

Date _____

SHERIFF

**Bob Gualtieri,
Sheriff, Pinellas County**

BY _____

Date _____

ITEM 7.D

Resolution Establishing Qualifying Period for the August 23, 2022 City General Election

Request

Request Commission adoption of a Resolution establishing the qualifying period for the August 23, 2022 City General Election.

Explanation

Each election year, the City Commission adopts a Resolution proclaiming the upcoming City Election, announcing the Commission seats to be placed on the election ballot, and establishing the date of the qualifying period.

In accordance with the voter approval Ordinance #2646, the date of the General Election will be held on August 23, 2022. The qualifying period, set by the State of Florida Division of Elections, is Noon, June 13, 2022 through Noon, June 17, 2022. If no candidate for a particular seat receives a majority of the votes cast in the August 23, 2022 election, a run-off election between the top two finishers will be held on November 8, 2022.

In order to qualify, candidates must meet the following requirements as set forth in the proposed Resolution:

- * Be qualified to vote in the Florida Primary Election scheduled on August 23, 2022
- * Be a resident of the City for one (1) year immediately prior to registering/qualifying for the particular office
- * Provide payment of the election assessment fee required in F.S. §99.093
- * Payment must be made to the Supervisor of Elections Office

The following seats will be placed on the August 23, 2022 ballot:

City Commission Seat No. 2

City Commission Seat No. 4

Attached is the Proposed Resolution for Commission consideration and adoption. The "Qualifying Procedures" are also attached for review.

Recommendation

Staff recommends Commission adoption of the attached Resolution.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Manager

Presenter:

Attachment(s):

1. Resolution for Qualification of Candidates 2022
2. 2022 Qualifying Procedures Version 4.v (OSDF) (Salary Updated)

RESOLUTION NO. _____

**PROVIDING FOR THE METHOD AND TIME OF
QUALIFICATION OF CANDIDATES**

WHEREAS, under the Charter and the Ordinances of the City of Kissimmee, a General Municipal Election will be held in the City of Kissimmee on the 23rd day of August 2022; and

WHEREAS, it will be necessary for the City Commission Seat No. 2 and City Commission Seat No. 4 to be elected by the qualified electors of the City of Kissimmee in said General Municipal Election; and

THEREFORE, BE IT RESOLVED, that each candidate for the Office of City Commissioner shall qualify separately for the office he/she is a candidate, as now provided by Article II, Chapter 2, Section 7 of the Kissimmee Charter Candidates must be qualified to vote in said election, shall have been a resident of the City for twelve (12) months immediately prior to registering for the particular office, and shall be filed with the Supervisor of Elections Office between 12:00 p.m. on June 13, 2022 and 12:00 p.m. on June 17, 2022. Names of all candidates for the said office shall be printed on the official ballot who have been qualified and paid the election assessment fee required in F.S. §99.093. If necessary, a run-off will be held in the City of Kissimmee on November 8, 2022.

RESOLVED FURTHER, that this Resolution shall take effect immediately upon its passage by the City Commission, City of Kissimmee, Florida.

Duly adopted this _____ day of _____, 2022.

CITY OF KISSIMMEE

MAYOR-COMMISSIONER

CITY CLERK



2022 QUALIFYING PROCEDURES CITY OF KISSIMMEE

Residency Requirements

Pursuant to City Charter, City Commission candidates must reside in the City of Kissimmee for at least twelve (12) months immediately prior to qualifying.

Pre-Qualifying

Before qualifying for office, accepting contributions, or making expenditures, a potential candidate must open a campaign account. This is done by appointing a campaign treasurer and designating a campaign depository (bank).

Official Qualifying Document Submissions

All candidates are required to provide the following:

To Supervisor of Elections

- File a Form 1 – Statement of Financial Interest
- Read Chapter 106, Florida Statutes and submit a Statement of Candidate
- File a Loyalty Oath/Oath of Candidate
- Satisfy the Qualifying Fee (Election Assessment) requirement *

To City of Kissimmee City Clerk

- Provide an “Affidavit of Residency to Qualify for City Commission”

City Resolution 06-2019, Section 2. Affidavit

“At the time of submitting qualifying paperwork for City Commission individuals seeking candidacy shall be required to sign an Affidavit of Residency wherein the individual affirms that they have been a resident of the City of Kissimmee for twelve months prior to the date of qualification. The affidavit shall include proof of residency documentation as further described in Section 3. Individuals who fail to submit the affidavit and proof of residency document to the City Clerk by the qualification date shall not be included on the ballot.”

- Section 3. Proof of Residency Documentation. The City shall require documentation prior to qualification which verifies that the individual seeking candidacy’s permanent residence for the twelve months prior to qualification was located within the city limits. The City may verify the authenticity of any documentation submitted for review with any outside agencies and may conduct independent research with regard to an individual’s residency. The following documents shall be accepted as proof of qualification:
 - Voter registration card identifying individual seeking candidacy as voting in a precinct within the city limits for a period of no less than twelve months prior to qualifying; or

- State of Florida issued driver's license which shows the individual's residential address as being within the city limits for a period of no less than twelve months, and a current voter registration card; or
- A legal instrument of title showing ownership of residential real property within the city limits for no less than twelve months prior to qualifying together with proof of occupancy such as a utility bill; or
- Proof of homestead exemption in the individual's name on the residential real property listed as their principal residence; or
- A legal instrument of possession of real property such as a lease, which shows the individual as occupant, with the commencement of the lease being twelve months prior to qualification coupled with utility bills for the twelve-month period.

Submit a check from your campaign account to the Supervisor of Elections for the election assessment. For candidates for Commission Seat # 2 and Seat # 4 the fee is \$324.00. **NO CASH WILL BE ACCEPTED.**

ALL ITEMS MUST BE RECEIVED BY THE END OF THE QUALIFYING PERIOD. Qualifying begins at **Noon, June 13, 2022** and ends at **Noon, June 17, 2022.**

*In lieu of the election assessment, candidates may file an Undue Burden Oath.

Ballot Information

The order in which a candidate's name appears on the ballot for the office of City Commission will be determined by a lottery conducted by the Kissimmee City Clerk. The lottery will take place on **June 17, 2022 at 3:00 p.m.** in the City Clerk's Office located at 101 Church Street – 5th Floor, Kissimmee, Florida, 34741.

Information and necessary forms are available at the Office of the Supervisor of Elections located at 2509 E. Irlo Bronson Memorial Hwy, Kissimmee, Florida, 34744 – (407) 742-6000.

ITEM 7.E

Agreement with Tele911, Inc. to provide Virtual Visits with Emergency Medical Providers during certain Calls for Service

Request

Approval for the Mayor to execute the Telemedicine and Patient Navigation Facilitation Agreement and Business Associate Agreement between the City of Kissimmee and Tele911, Inc. to provide virtual visits with emergency medical providers during certain calls for service.

Explanation

The Telemedicine and Patient Navigation Facilitation agreement will allow the Fire Department to virtually connect patients with participating health insurance plans to an emergency medical provider prior to any transport when appropriate. The emergency medical provider will then determine whether the patient should be transported to the closest emergency department, transported to an alternate destination, or treated in place with prescription(s) as needed, and attempt to follow up the TELE911 Medical Provider within 24 hours. The Fire Department anticipates this agreement will further public health by reducing its total call time for 911 emergency calls responding to low acuity patients, making EMS resources more readily available for time-critical emergencies, and decreasing incidents of patient transportation when it may not be medically necessary.

The facilitation services will be provided at no out of pocket cost to the City.

Recommendation

Staff recommends approval for the Mayor to execute the Telemedicine and Patient Navigation Facilitation Agreement and Business Associate Agreement between the City of Kissimmee and Tele911, Inc. to provide virtual visits with emergency medical providers during certain calls for service.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Telemedicine and Patient Navigation Facilitation Agreement

TELEMEDICINE AND PATIENT NAVIGATION FACILITATION AGREEMENT

This **TELEMEDICINE AND PATIENT NAVIGATION FACILITATION AGREEMENT** (this “Agreement”) is effective on May 9, 2022 (the “Effective Date”), between City of Kissimmee Fire Department (“EMS”) and Tele911, Inc., a Delaware Corporation (“TELE911”), collectively, the “Parties”, with reference to the following:

RECITALS

1. EMS is responsible for responding to 911 emergency calls and responding to other emergencies within EMS’s service area (the “Service Area”). EMS desires to reduce its total call time for 911 emergency calls responding to low acuity patients to make EMS’s emergency resources more readily available for time-critical emergencies. EMS also desires to reduce the incidents of patient transportation to a hospital emergency EMS when it may not be medically necessary because this takes valuable EMS resources out of the emergency system both during transport, transfer of patient care, for required restocking and for decontamination of equipment. EMS also desires to obtain real time telemedicine evaluation of selected patients who may be at high risk if they are not transported. Addressing these items helps assure EMS’s financial sustainability and allows it to provide more efficient emergency services to the public at a higher level.
2. TELE911 has developed a software platform (the “Platform”) to facilitate interactions and information sharing between 911 responders and state licensed emergency medicine providers who have been provided access to the Platform (each a “TELE911 Medical Provider”). The Platform allows the TELE911 Medical Providers to be available for telehealth visits (“TELE911 Virtual Visits”) when EMS responds to 911 calls and other emergencies. During the TELE911 Virtual Visits, the TELE911 Medical Provider will make a determination pursuant to EMS protocols, whether a patient should be transported to the closest hospital emergency EMS, or to an Alternate Destination (as defined in SCHEDULE 1.1). TELE911 also has negotiated, and/or will negotiate, agreements between TELE911 Medical Providers and various third-party payors responsible to pay for health care services (“Participating Plans”) of their beneficiaries (“Enrollees”) to reimburse for professional medical services rendered when TELE911 Medical Providers provide TELE911 Virtual Visits to Enrollees during EMS’s response to emergency calls. TELE911 has integrated Participating Plans on the Platform to identify available and appropriate Enrollee specific in-network health care facilities when patient transportation is required, and patient stability allows transport to an in-network resource. TELE911 has also incorporated scheduled post event follow-up telehealth patient visits into the Platform, as well as Participating Plan notification of Enrollee Disposition (as defined in SCHEDULE 1.1).
3. EMS also desires to promote in-network health services in the Service Area by providing the community it serves with medically appropriate TELE911 Virtual Visits, and, when appropriate, arranging Disposition of: (a) treatment in place or (b) appropriate transportation to an Alternate Destination rather than the closest hospital emergency EMS. In-network healthcare delivery saves patients and their families significant financial costs by avoiding unnecessary emergency EMS co-pays, deductibles, and surprise billing. It also improves patient care by making the patient’s past medical records available during treatment and increases the ease of follow up appointments resulting in more consistent and complete care.

4. EMS and TELE911 desire to enter into this Agreement whereby EMS and TELE911 agree to mutually cooperate and aid each other as set forth in this Agreement to assist EMS in furtherance of achieving its stated goals above.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I

OBLIGATIONS OF TELE911

Section 1.1 Telemedicine and Patient Navigation Facilitation Services. TELE911 shall provide the Facilitation Services (as defined in Section 1.2) to EMS so that Enrollee(s) when contacted by EMS's first responders are able to receive a TELE911 Virtual Visit, as more particularly set forth in Exhibit 1.1.

Section 1.2 TELE911's Facilitation Services to EMS. TELE911 shall, **at no out-of-pocket cost to EMS** provide the following to EMS (the "Facilitation Services"):

- 1) Integrate the Platform with the information system used by EMS's first responders to facilitate timely and accurate exchange of information between EMS and TELE911 Medical Providers;
- 2) Train EMS first responders and administrative staff via a train the trainer program on the use of the Platform and the procedures on how and when to contact a TELE911 Medical Provider;
- 3) Train EMS technical support staff to allow them to install the Platform onto EMS-supplied mobile equipment (field laptops, tablet devices, or smart phones) to quickly establish a TELE911 Virtual Visit;
- 4) Provide EMS with reliable access to TELE911 Medical Providers for patients who are Enrollees;
- 5) Provide a list of Participating Plans on the Platform to determine whether a patient is eligible for a TELE911 Virtual Visit as an Enrollee;
- 6) Attempt to connect a TELE911 Medical Provider with the requesting EMS field provider within 5 minutes of the request. If a TELE911 Medical Provider is not available within 5 minutes or if in the opinion of EMS the Enrollee requires transport, the field providers may transport per protocol.
- 7) Coordinate the availability of TELE911 Medical Providers: (i) to provide TELE911 Virtual Visits to Enrollees, and (ii) to determine the appropriate Disposition of Enrollees;
- 8) Educate TELE911 Medical Providers regarding EMS clinical protocols;
- 9) Facilitate a TELE911 Medical Provider's attempt to re-contact all Enrollees who received a TELE911 Virtual Visit and either (i) a Disposition of treatment in place or (ii) who refused transport/AMA, **within 24 hours of the initial TELE911 Virtual Visit**;
- 10) Facilitate the development of the Medical Screening Checklist (as defined in Section 3.1);
- 11) Provide EMS with the following metrics on a quarterly basis:
 - a) Number of TELE911 Virtual Visits;
 - b) Elapsed time from attempted contact to successful connection with TELE911 Medical Provider;
 - c) Exceptions for unsuccessful requests for a TELE911 Virtual Visit and those that are not connected within 5 minutes;
 - d) Disposition for each Enrollee who receives a TELE911 Virtual Visit;
 - e) Number of Enrollees with a Disposition of treatment in place and those who refused transport/AMA who are successfully re-contacted for a follow-up TELE911 Virtual Visit within 24 hours; and
 - f) Results of periodic Enrollee patient satisfaction surveys regarding TELE911 Medical Providers.

Section 1.3 TELE911 Facilitation Services and TELE911 Medical Provider's Services to Enrollees. TELE911 shall be solely responsible for determining the method, details and means of providing Facilitation Services. TELE911 Medical Providers shall be solely responsible for determining the method, details and means of providing TELE911 Virtual Visits to Enrollees and determining the Disposition of Enrollees. Nothing in this Agreement shall be interpreted to discourage TELE911 Medical

Providers from discussing treatment options with any Enrollee or providing other medical advice or treatment to any Enrollee deemed appropriate by TELE911 Medical Providers.

ARTICLE II

OBLIGATIONS OF EMS

EMS shall:

- 1) Allow TELE911 to integrate the Platform with the information system used by EMS's first responders to facilitate timely and accurate exchange of information between EMS and TELE911 Medical Providers by installing the Platform on all field provider laptops, tablets, or smart phones as appropriate, and facilitate the integration of the 911 computer aided dispatch ("CAD") and electronic patient care report ("ePCR") systems with the Platform (this may require EMS to facilitate the cooperation of the third-party CAD and/or ePCR vendor and/or arrange for software licenses or integration support as required at EMS's cost).
- 2) Have EMS first responders and administrative personnel participate in a train the trainer program regarding the use of the Platform;
- 3) Work with TELE911 and TELE911 Medical Providers, as the case may be, to finalize and implement the Medical Screening Checklist (as defined in Section 3.1);
- 4) Provide TELE911 with quarterly data showing the turnaround time for field resources on EMS incidents resulting in treatment in place/AMA, ambulance transport to Alternate Destination, and ambulance transport to the closest or specialty emergency EMS without a TELE911 Virtual Visit compared to those incidents where a TELE911 Virtual Visit occurs;
- 5) Notify TELE911 for any Enrollee who receives a Disposition of treatment in place (or who refused transport/AMA) who re-contacts 911 within 24 hours and the Disposition of that subsequent call;
- 6) Provide health insurance information for patients provided with a TELE911 Virtual Visit (including those with missing, incomplete, or inaccurate health insurance information at the time of the TELE911 Virtual Visit);
- 7) Provide end user training for all applicable EMS field providers on:
 - a) The Medical Screening Checklist to determine which Enrollees are appropriate for a TELE911 Virtual Visit.
 - b) Use of the Platform.
 - c) Ensuring that EMS field providers perform a patient assessment and provide the following information to the TELE911 Medical Provider during the TELE911 Virtual Visit to include the following Enrollee information:
 - i) Age
 - ii) Gender
 - iii) Health insurance
 - iv) Past Medical History
 - v) Current Medications
 - vi) Allergies
 - vii) Primary Assessment
 - viii) Vital Signs including but not limited to any diagnostic information including cardiac rhythm, 12 lead ECG interpretation, SpO2, blood glucose, etc. as medically indicated
 - ix) Verbal enrollee consent for a TELE911 Virtual Visit, indicated by notation in the Platform workflow.
 - d) Facilitating a TELE911 Virtual Visit with the Enrollee using EMS -issued and maintained mobile computing equipment using an EMS supplied wireless Internet connection.
- 8) Provide TELE911 with a current list of, and maintain and update, code files such as vehicle IDs, crew IDs, etc.;
- 9) Have EMS's first responders (EMTs or paramedics) evaluate Enrollees on scene and allow TELE911 Virtual Visits to be available for Enrollees;
- 10) Continue to treat patients who are not Enrollees or who decline a TELE911 Virtual Visit under current EMS protocols regarding patient assessment and transport; and

- 11) Provide emergency medical services (EMS) response (and if required, coordinate ambulance transport) when requested by TELE911 Medical Providers for Enrollees.

ARTICLE III

MUTUAL OBLIGATIONS

Section 3.1 Development of Medical Screening Checklist. TELE911 will provide EMS with a list of clinical parameters developed by medical professionals (subject to input and final approval by EMS Medical Director or designee) (the "Medical Screening Checklist") to guide EMS first responders on-scene with patients on when to contact a TELE911 Medical Provider to provide TELE911 Virtual Visits to Enrollees. If the patient is an Enrollee and meets the criteria established in the Medical Screening Checklist, then the on-scene field providers are to verbally request Enrollee consent to establish a TELE911 Virtual Visit using the Platform on an EMS device (either a laptop, tablet, or smart phone), which will allow TELE911 Medical Provider to evaluate the Enrollee. The verbal consent will be documented by notation in the Platform workflow. The TELE911 Medical Provider will determine the final Enrollee Disposition.

Section 3.2 HIPAA Compliance. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that under HIPAA each has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of each party's workforce and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA. The parties will enter into a separate Business Associate Agreement regarding compliance with HIPAA.

Section 3.3 Exclusion from Medicare. Each party to this Agreement represents to the other party that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs. Each party shall notify the other in writing within five (5) days of becoming aware of any change in this representation if circumstances change to render this representation false during the term of this Agreement. Such change in circumstances shall constitute cause by the other party to immediately terminate this Agreement. For purposes of this section, a party is defined as the entities entering into this Agreement, and/or its principals, shareholders, directors, and officers.

ARTICLE IV

COMPENSATION

Under this Agreement, TELE911 will have no obligation to pay EMS directly for response or transportation, or to pay for healthcare providers, and EMS will have no obligation to pay for services of any TELE911 Medical Providers. The parties expect that each will bill and collect from the applicable Participating Plan as more fully set forth in SCHEDULE 4.

ARTICLE V

TERM OF THIS AGREEMENT

Section 5.1 Term. This Agreement shall commence on the Effective Date and shall remain in force for three (3) year, unless sooner terminated as set forth herein. Either party may terminate this Agreement at any time without cause by giving the other party ninety (90) days' written notice of termination. Additionally, either party may provide the other party of its intent not to renew by providing

ninety (90) days' written notice of same. If neither party provides a notice of intent not to renew, this Agreement shall renew automatically at the end of each term for an additional term of three (3) years.

Section 5.2 Termination for Breach. If either party perceives a breach of this Agreement, either party shall provide written notice to the other party and the other party shall have thirty (30) days (or such longer period as is set forth in such written notice) from the date of such written notice to cure such breach or this Agreement shall terminate; provided, however, if EMS reasonably believes that continuing this Agreement creates a substantial threat to the health and safety of Enrollees in the Service Area, then EMS may terminate this Agreement immediately upon written notice; and, provided, further, that if such breach is either party's representations and warranties in Section 3.3 no longer being true or a violation of Section 6.11 by either party, then the other party may terminate this Agreement immediately upon written notice.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or verbal, between the parties, with respect to the subject matter contained herein.

Section 6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entirely negotiated and performed within its borders, without regard to its conflict of laws rules.

Section 6.3 Independent Contractor. TELE911 is an independent contractor of EMS and shall not hold itself out to be, nor shall it be deemed or construed to be, for any reason, an agent or employee of EMS. EMS is an independent contractor of TELE911 and shall not hold itself out to be, nor shall it be deemed or construed to be, for any reason, an agent or employee of TELE911 or any TELE911 Medical Provider.

Section 6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and, together, shall constitute one and the same agreement. A photocopy, facsimile, pdf, scanned or electronically signed version of the executed Agreement (and signature of a party) may be used as if it were an original.

Section 6.5 Third Party Rights. This Agreement is solely between EMS and TELE911 and may not be construed to create any right or remedies in favor of any third party, including any Enrollee, unless expressly stated in this Agreement. This Agreement applies exclusively to the parties hereto and the rights and obligations in connection with this Agreement will extend only to the parties hereto.

Section 6.6 Notice. Any notices or other communications permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or three (3) business days after being mailed by certified mail (or first class mail), postage prepaid, or the next business day after deposit with a reputable national overnight delivery service that provides proof of receipt, delivery charges prepaid, to the other party at the addresses set forth below, or to such other persons and addresses as either party may designate in writing. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.

If to EMS:	Kissimmee Fire Department 101 Church Street Suite 200 Kissimmee, Florida 34741 Attn: James Walls, Fire Chief
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If to TELE911: Tele911, Inc.
155 N Lake Ave, Suite 800
Pasadena, CA 91101
Attn: Marc Eckstein, CEO

Section 6.7 Dispute Resolution. Any controversy, claim, or dispute arising or relating to this Agreement, or the construction, interpretation, breach, termination, and enforceability or validity hereof, whether based on statute, tort, contract, common law, or otherwise (a "Dispute"), whether such Dispute existed prior to or arises after the date of this Agreement, shall be resolved pursuant to this Section 6.7. Whenever there is a Dispute, the party raising the Dispute shall provide the other party with written notice regarding the Dispute (the "Dispute Notice"). The Dispute Notice should be specific enough to allow the other party to reasonably understand the Dispute. Unless the Dispute Notice specifically provides that it is a notice of breach pursuant to Section 5.2, the Dispute Notice shall not be considered a notice of breach thereunder, and a separate notice of breach under Section 5.2 shall be necessary to start the cure period prior to termination of this Agreement for breach. Regardless of the provisions of this Section 6.7, either party may initiate a notice of breach and begin the cure period at any time.

(a) **Meet and Confer.** If there is a Dispute between the parties, then the chief executive officer or designee of each party shall within three (3) business days of receipt of the Dispute Notice, meet and confer in good faith in an attempt to resolve the Dispute amicably and quickly. Such meeting can be with or without other advisers as mutually agreed by the parties. If the Dispute is not resolved within two (2) business days of such meeting, either party may initiate mediation as set forth below.

(b) **Mediation.** If the parties do not resolve the Dispute through the meet and confer process set forth above, then the parties shall submit the Dispute to a mutually acceptable mediator to help them to resolve their differences utilizing non-binding mediation. The parties shall attempt in good faith to resolve any Dispute by confidential mediation in accordance with the laws of the State of Florida. The parties will jointly choose a mediator. The mediation may be conducted in person in Osceola County, Florida, or via Zoom or some other satisfactory video conferencing service. If the parties are unable to resolve the Dispute by such mediation within thirty (30) days of submitting the Dispute to mediation, then either party may pursue resolution of the dispute in a court of competent jurisdiction in Osceola County, Florida.

Section 6.8 Assignment. Neither Party may assign its rights and/or obligations under this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 6.9 Modification. Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.

Section 6.10 Severability. In the event any provisions of this Agreement are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

Section 6.11 Compliance with Laws and Regulations. In performing under this Agreement, the Parties, shall abide in all material respects by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

Section 6.12 Public Records. TELE911 acknowledges the City of Kissimmee ("City")'s obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release "Public Records" (as defined at Fl. Stat. Ann. § 119.011) to members of the public upon request and that the constitutional and statutory provisions pertaining to disclosure of such Public Records control over any directly conflicting terms of this Agreement. As such, To the extent TELE911 is "acting on behalf of City," TELE911 shall be subject to the following provisions:

(a) If TELE911 has questions regarding the application of Chapter 119, Florida Statutes, to TELE911's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

(b) TELE911 shall keep and maintain Public Records if required by the City to perform the service.

(c) If the City's Custodian of Records requests Public Records from TELE911, TELE911 shall provide the City's Custodian of Records with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(d) TELE911 shall ensure that Public Records maintained by TELE911 in TELE911's control that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of the Agreement term and following completion of the Agreement if TELE911 does not transfer the Public Records to the City.

(e) Upon completion of the Agreement, TELE911 shall transfer, at no cost, to the City all Public Records in possession of TELE911; provided, TELE911 may keep and maintain Public Records necessary to perform its services or receive payment for the same. If TELE911 transfers all Public Records to the City upon completion of the Agreement, TELE911 shall destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements. If TELE911 keeps and maintains Public Records upon completion of the Agreement, TELE911 shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of Public Records, in a format that is compatible with the information technology systems of the City if readily producible in such format.

(f) Upon notice to TELE911 of a request to inspect or copy Public Records relating to a City's Agreement for services, TELE911 shall provide the records to the City or allow the records to be inspected or copied within a reasonable time, subject to TELE911's obligations of confidentiality.

(g) If TELE911 does not comply with the City's permissible request for Public Records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.

(h) 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.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.1 Indemnification. Each party ("Indemnifying Party") shall indemnify, hold harmless and defend the other party, its governing board, officers, agents, and employees ("Indemnified Parties") from any and all third party claims, losses, costs, expenses, claims, liabilities, attorneys' fees, actions, or damages of any nature whatsoever including, without limitation, liability for injuries to or death of any person or persons, or damage to any property (collectively, "Losses"), arising in any manner out of any act, error, or omission, willful, negligent or otherwise, of the Indemnifying Party, its officers, agents or employees in the performance of this AGREEMENT; provided, however, in no event shall the Indemnifying Party be required to indemnify, hold harmless or defend an Indemnified Party to the extent any Loss was caused by any Indemnified Party's (or its officers', agents' or employees') negligent or intentional acts or omissions, or by the Indemnified Party's breach of this Agreement. The provisions of this Section 7.1 shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

Section 7.2 No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver by EMS or City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

Section 7.3 Insurance. TELE911 shall maintain at its sole expense during the term of this Agreement, professional liability (malpractice) insurance to include coverage for punitive damages in amounts of not less than one million dollars (\$1,000,000) per claim or occurrence and three million dollars (\$3,000,000) aggregate. TELE911 shall maintain at its sole expense during the term of this Agreement, cyber liability insurance which includes network security and privacy liability coverage. The City of Kissimmee shall be added as an additional insured to such cyber liability and professional liability insurance policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City of Kissimmee. TELE911 shall provide to EMS a copy of the applicable insurance certificate(s) prior to commencement of this Agreement.

Section 7.4 Limitation. EXCEPT TO THE EXTENT THAT ANY EXCLUSION OF DAMAGES IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the authorized officers of the parties have executed this Agreement as of the Effective Date.

City of Kissimmee EMS

Tele911, Inc.

By: _____
Olga Gonzalez

By: _____
Marc Eckstein

Its: Mayor, City of Kissimmee

Its: Chief Executive Officer

Date: _____

Date: _____

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SCHEDULE 1.1 TELE911 VIRTUAL VISIT

In accordance with EMS and local and state EMS policies as well as the Medical Screening Checklist, when EMS's responders believe it is medically appropriate, they shall ask the Enrollee if the Enrollee would like a TELE911 Virtual Visit. If the Enrollee consents to the TELE911 Virtual Visit, then it shall take place as follows:

1. TELE911 Medical Providers will make a best effort commitment to provide clinically appropriate care in the medically appropriate venue. All parties agree that when clinically appropriate, in-network care is the preferred venue.
2. The Platform will allow the TELE911 Medical Providers the ability to determine one of the following dispositions (each a "Disposition") based upon the Enrollee medical information provided by EMS personnel and the results of the TELE911 Virtual Visit, including Enrollee stability:
 - 1) Treatment in place (no transport), with prescription(s) as needed, and attempted follow up by TELE911 within 24 hours
 - 2) EMS ambulance transport to an in-network emergency department (which may include a hospital emergency department or a free-standing emergency department)
 - 3) EMS ambulance transport to another destination other than the closest or specialty center emergency department that is allowed by Participating Plan and has been approved by EMS and EMS Medical Director in advance (for example, urgent care clinic, mental health facility or sobering center) (each such destination collectively with an in-network emergency department, an "Alternative Destination")
 - 4) EMS ambulance transport to the closest or specialty center emergency department

SCHEDULE 4
RESULTS OF DISPOSITIONS

When an Enrollee calls 911 and receives a TELE911 Virtual Visit, the following Dispositions are possible:

- 1) Treatment in place (no transport), with prescription(s) as needed, and attempted follow up by TELE911 Medical Provider within 24 hours
- 2) EMS ambulance transport to an in-network emergency department (which may include a hospital emergency department or a free-standing emergency department)
- 3) EMS ambulance transport to another Alternate Destination
- 4) EMS ambulance transport to the closest or specialty center emergency department

EMS and TELE911 expect the following results for each Disposition when Tele911 has an agreement in place with the Participating Plan:

If the Disposition is:

- 1) Treatment in place (no transport), with prescription(s) as needed, and attempted follow up by TELE911 Medical Provider within 24 hours,

Participating Plan will pay EMS a first responder fee for its response and evaluation of Enrollee.

If the Disposition is:

- 2) EMS ambulance transport to an in-network emergency department (which may include a hospital emergency department or a free-standing emergency department)

Participating Plan will pay EMS its usual and customary BLS or ALS1 transport fees plus mileage charges.

If the Disposition is:

- 3) Transport to another Alternate Destination

Participating Plan will pay EMS its usual and customary BLS or ALS1 transport fees plus mileage charges.

If the Disposition is:

- 4) EMS ambulance transport to the closest or specialty center emergency department

Participating Plan will pay EMS its usual and customary BLS or ALS1 transport fees plus mileage charges.

ITEM 7.F

Amendment to the Consulting Services Contract for the Noise Ordinance Project

Request

Approval of Amendment #1 to the consulting services contract with VHB, Inc. to expand the scope and increase public engagement opportunities for the Noise Ordinance revision project.

Explanation

City staff has been working on the Noise Ordinance with its consultant, VHB, Inc., since January 2022. The project is intended to make an updated ordinance that is easier to interpret and enforce. The original scope was for services totaling \$50,000, approved by the City Manager in November 2021. Staff is requesting an additional \$17,500 to add an in-person meeting, a virtual space for citizens to provide comments/learn more about the project, and a multiple choice survey (offered in English and Spanish) for the project. Since this addition would bring the total project cost over \$50,000, it is over the amount the City Manager has authorization to sign for and must be approved by the City Commission.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503131	N/A	Decrease	646,352	17,500

Financial Summary:

Adequate funds are available in the professional services account.

Recommendation

Approval of Amendment #1 to the consulting contract with VHB, Inc. to increase public outreach and add \$17,500 to the budget for the Noise Ordinance project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Noise Ordinance Amended Scope
2. Noise Ordinance Original Scope

City of Kissimmee

3. Continuing Services Contract (VHB, Inc.)



Engineers | Scientists | Planners | Designers

225 E. Robinson Street, Suite 300, Landmark Center Two, Orlando, Florida 32801

P 407.839.4006 F 407.839.4008 www.vhb.com

Client Authorization

☐ New Contract

Date: March 29, 2022

☒ Amendment No.

Project No. 63875.01

Project Name: City of Kissimmee – Noise Ordinance

To: Ashley Cornelison
Senior Planner
101 Church Street
Kissimmee, FL 34741

	Cost Estimate	
	Amendment	Contract Total
Labor		\$15,000
Expenses		2,500
TOTAL		\$17,500

Email: Ashley.cornelison@kissimmee.gov

☒ Lump Sum

☒ Time & Expenses

☐ Cost + Fixed Fee

☐ Labor Multiplier

Phone No: 407-518-2141

Estimated Date of Completion: TBD

SCOPE OF SERVICES – AMENDMENT 01

Task 6 Public Survey & Public Meeting

VHB will prepare a survey to solicit input from residents on recent noise complaints and current noise control efforts. The survey will be available online in a multiple-choice format, in both English and Spanish. VHB will present the results from the survey to City staff in the form of a technical memo.

VHB will prepare for and facilitate one (1) in person, open house public meeting to provide residents with a broad view of the City's need for an updated noise ordinance and what proposed changes will consist of. VHB will prepare boards showing the project goals, mapped data and metrics collected from KPD and CE, and incorporate feedback received from the public survey.

The City will be responsible for advertisement and securing meeting venues.

Deliverables

- Preparation of Online Survey
- Summary of Survey results (Tech Memo)
- Prepare for and facilitate one public meeting
- Presentation materials and meeting summaries for public meeting
- Recording of public meeting to be made available online.

SCHEDULE

VHB will begin performance of the above services upon receipt of a fully executed amendment and issue an updated Project Management Plan (PMP) for the project. VHB will work with the Client identify a target date for the public meeting

VHB's role is limited to the scope of services defined herein as that relates to the schedule. The schedule may be subject to weather, delivery of information to be provided by others, as well as Client and agency reviews of interim products. VHB shall not be responsible for delays in the performance of services which arise out of causes beyond

the control and/or without the fault or negligence of VHB. If the Client requests that work under this Agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation.

COMPENSATION

VHB will perform the Scope of Services contained in this Amendment for a total lump sum amount of **\$15,000**. VHB will bill on a percent complete and reserves the right to adjust budgeted amounts from task to task as may be required.

Task	Lump Sum Fee
Task 6 Public Survey & Public Workshop	\$15,000
Reimbursable Expenses (estimated)	\$2,500
TOTAL	\$17,500

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at their actual cost. If sub-consultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at their actual cost.

Prepared by: R. Fennessy

Document Approval: D. Hazley

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By:



Print Demond Hazley

Title: Interim Managing Director, Orlando

Date: 03-29-22

CLIENT AUTHORIZATION (Please sign original and return)

By:

Print: Olga Gonzalez

Title: Mayor

Date: 05-03-2022



Engineers | Scientists | Planners | Designers

225 E. Robinson Street, Suite 300, Landmark Center Two, Orlando, Florida 32801

P 407.839.4006 F 407.839.4008 www.vhb.com

Client Authorization

☒ New Contract

Date: November 10, 2021

☐ Amendment No.

Project No. 63875..01

Project Name: City of Kissimmee – Noise Ordinance

To: Ashley Cornelison
Senior Planner
101 Church Street
Kissimmee, FL 34741

Labor
Expenses
TOTAL

Cost Estimate

Amendment	Contract Total
	\$50,000
	N/A
	\$50,000

Email: Ashley.cornelison@kissimmee.gov

☒ Lump Sum
☐ Cost + Fixed Fee
☐ Time & Expenses
☐ Labor Multiplier

Phone No: 407-518-2141

Estimated Date of Completion: TBD

This Agreement is composed of Part I, Part II and Exhibit A. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between the City of Kissimmee hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB). Exhibit A is VHB's schedule of Hourly Rates.

PART I

PROJECT DESCRIPTION

The City of Kissimmee is interested in improving its ability to respond to noise complaints, assess compliance with noise issues, and enforce the control of unnecessary noise within the city. Since the approval of the most recent ordinance, "Noise Control" (Title IX: General Regulations, Chapter 9-3), there have been an increase in noise complaints as the City continues to have rapid growth and change.

SCOPE OF SERVICES

TASK 1 Identify Updates to the Noise Control Code:

VHB will organize one (1) conference call with City officials and staff along with the Code Enforcement Division to further understand the nature of noise complaints, current noise enforcement efforts, and the need to update the Noise Control code.

A common issue with noise codes is providing clarity in what sources of sound the City has the authority to control. For example, noise from aircraft is controlled by the Federal Aviation Administration, noise from highways is controlled by the Florida Department of Transportation, and noise from railroads is controlled by the Federal Railroad Administration. Therefore, these sources of noise are largely outside of the City's authority to enforce limits. The current noise code acknowledges the applicability towards aviation and roadway sources, but should be updated to address applicability towards railroad noise.

Specific prohibited acts in the current Noise Control code may need to be updated to address common noise issues. For example, the use of gas-powered leaf blowers or other landscaping equipment can often be a cause of noise

complaints. Noise emanating between residential units of multi-family homes is also a common cause of noise complaints.

Maximum allowable noise levels in the city may need to be updated to address a change in sensitivity of the public to noise conditions. The methods prescribed for measuring noise and assessing compliance with the Noise Control code can often be a challenge for municipalities.

VHB will prepare a survey to solicit input from City officials and staff on recent noise complaints and current noise control efforts. VHB will meet with City officials with up to three (3) meetings to discuss the results of the survey and additional input provided.

TASK 2 Prepare a Draft Noise Control Code Update:

VHB will review the current Noise Control code, noise codes of nearby municipalities, and other existing noise codes to evaluate what changes to the code may be necessary and would provide greater consistency with current practices. VHB will prepare a draft update of the Noise Control code considering feedback from City officials and current practices.

TASK 3 City Review and Revisions to Draft Noise Control Code:

City officials, including those with the authority to approve updates to the code (i.e. City Commission), will review the draft code and provide VHB with comments and recommended revisions. Upon receiving comments from City officials, the consultant will revise the draft Noise Control code and prepare a final draft Noise Control code.

TASK 4 Public Hearings:

VHB will prepare for and attend up to three (3) public hearings to present the draft Noise Control code and to hear public input from City officials (i.e. City Commission) and the community on the proposed updates. VHB assumes the City will be responsible for organizing and announcing the public hearings as well as securing locations. VHB will revise the draft Noise Control code, as needed, and prepare a final version for approval by the City Commission.

TASK 5 Code Enforcement Information and Training Materials:

Based on feedback from the Code Enforcement Division, VHB will provide the Code Enforcement Division with information on how to respond to noise complaints, measure noise conditions, assess compliance, and document their findings. VHB will prepare a 2-page noise enforcement handout document that describes the process for noise code enforcement. VHB will provide the City with information on noise measurement equipment that can be used and maintenance procedures that should be followed. VHB will review the City's current noise code enforcement form and provide recommendations for updating the documentation.

This scope of work does not include revisions to other noise-related codes such as the "Land Use in Noise Zones" code (Title VIII, Aviation Chapter 8-1), or "Performance Standards" (Title XIV: Planning and Zoning, Chapter 14-2). This scope of work does not include person-to-person training City officials on noise code enforcement methods or procedures.

ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. The following assumptions are made:

- Client agrees and understands that VHB's services may not reveal all the information and facts about the Project.
- VHB will be relying on information provided by the Client.
- It is assumed that the Client and/or Seller is responsible for all concurrency permitting and approvals.
- VHB fees do not include permit application and review fees. The Client will be responsible for all permit application and review fees, or any other fees not specifically identified within this Agreement.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Off-site infrastructure improvements.
- Architectural Services
- Geotechnical services
- Planning services
- Survey services
- Environmental services
- Water Use Permit
- Stormwater Pollution Prevention Plan (SWPPP)
- FDOT Permitting
- Underground Utility Surveys
- Structural Engineering Services
- Mass grading plans
- Concurrency coordination or approvals
- Development of construction cost opinion.
- 100-year flood study and FEMA permitting
- ACOE Wetland Impact Permitting
- Earthwork cut/fill calculations.
- Hazardous material services
- Underground Utility Surveys
- Geotechnical, environmental and surveys are not included in this scope of work. Any maps, plans, survey, geotechnical reports, and any other pertinent documents, and information made available to VHB by the Client at inception of this project will be used by VHB in conducting this scope of services.
- Any additional work tasks that may be required due to third party objectors, Chapter 120 Florida Statutes Hearing Requests, Appeals to the Governor and Cabinet, and other third-party appeal processes are specifically excluded from this scope of work.

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION

VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement. Client shall provide VHB with project-related technical data as necessary.

- Existing Noise Control Code

- Prior Studies, reports, surveys

SCHEDULE

VHB will begin performance of the above services upon receipt of a fully executed contract. VHB will prepare a Project Management Plan (PMP) for the project. It will contain project tasks, administrative controls, preliminary schedule, communication contact list, and deliverables. VHB may update the PMP periodically to align with the project activities identified in this proposal and task status.

VHB's role is limited to the scope of services defined herein as that relates to the schedule. The schedule may be subject to weather, delivery of information to be provided by others, as well as Client and agency reviews of interim products. VHB shall not be responsible for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB. If the Client requests that work under this Agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement for a total lump sum amount of \$50,000. VHB will bill on a percent complete and reserves the right to adjust budgeted amounts from task to task as may be required. Meeting time shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed.

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at their actual cost. If sub-consultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at their actual cost.

Prepared by: R. Fennessy, J. Ross

Document Approval: D. Hazley

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions

☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By: [Signature]

Print Demond Hazley

Title: Interim Managing Director, Orlando

Date: 11-10-21

CLIENT AUTHORIZATION (Please sign original and return)

By: [Signature]

Print: MIKE STEIGERWALD

Title: CITY MANAGER

Date: 11/30/2021

PRELIMINARY PROJECT MANAGEMENT PLAN

Project Name: City of Kissimmee – Noise Ordinance
Project No.: 63875.01
Prepared By: Roberta Fennessy, AIA, AICP
Prepare On: December 8, 2021

VHB will begin performance of the above services upon receipt of a fully executed contract. VHB will prepare a Final Project Management Plan (PMP) for the project will contain project tasks, administrative controls, preliminary schedule, communication contact list, and deliverables. Below is a preliminary schedule of tasks and project contact. It will contain project tasks, administrative controls, preliminary schedule, communication contact list, and deliverables. VHB may update the PMP periodically to align with the project activities identified in this proposal and task status.

Client Contact: Ashley Cornelison, Senior Planner
407-518-2141
Ashley.cornelison@kissimmee.gov

VHB Project Manager: Roberta Fennessy, AIA, AICP, Director of Planning + Design
407-459-4058
rfennessy@vhb.com
Primary point of contact

VHB Key Project Staff: Jason Ross, Director, Noise and Vibration Service
617-607-0995
jross@vhb.com

James Hartsfield, Community Planner
407-965-0520
jhartsfield@vhb.com

Emily Porter, Community Planner
407-965-5836
eporter@vhb.com

Stephanie Campbell, Project Accountant
407- 792-1835
scampbell@vhb.com

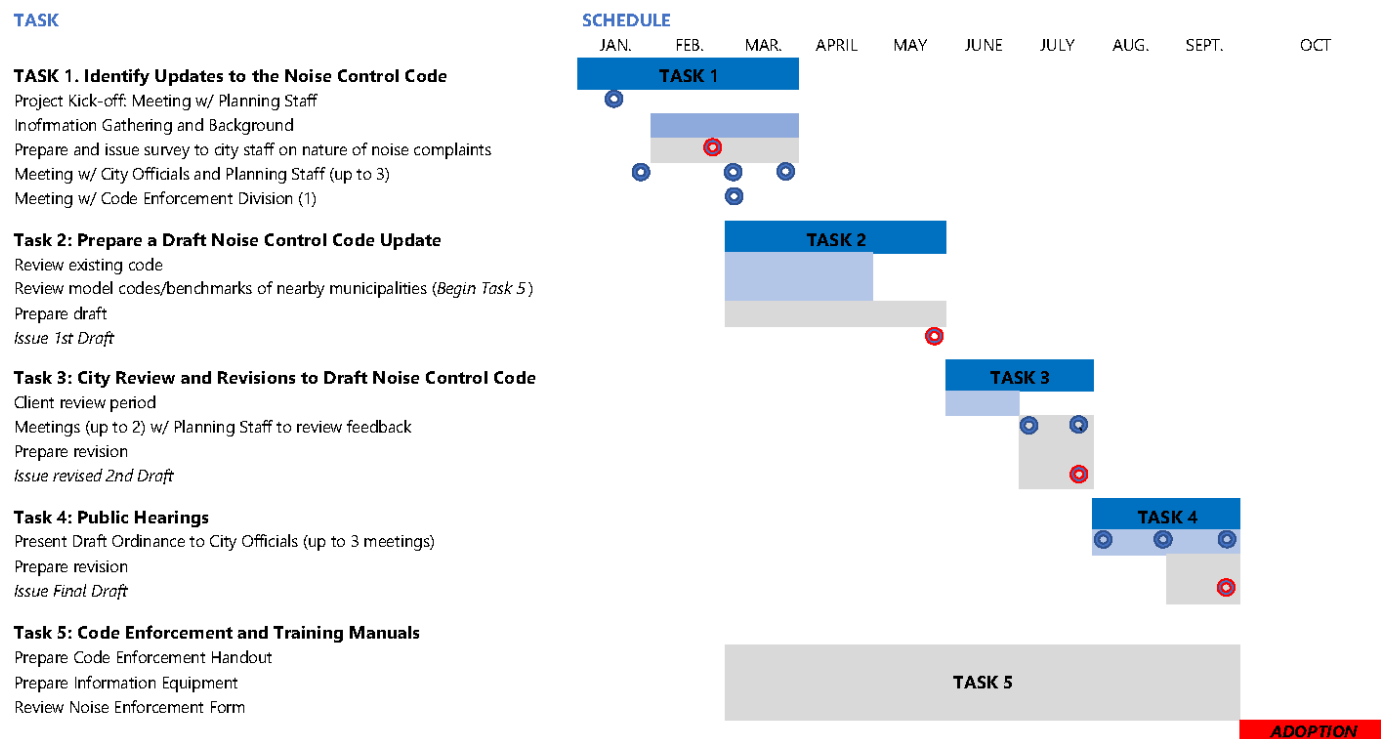
PRELIMINARY PROJECT MANAGEMENT PLAN

Project Name: City of Kissimmee – Noise Ordinance
Project No.: 63875.01
Prepared By: Roberta Fennessy, AIA, AICP
Prepare On: December 8, 2021

Project Budget & Fee Structure:

VHB will perform the Scope of Services contained in this Agreement for a total lump sum amount of \$50,000. VHB will bill on a percent complete and reserves the right to adjust budgeted amounts from task to task as may be required. Meeting time shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed.

Project Tasks & Schedule:



Note: This is a preliminary plan is subject to change, based upon progress or team schedules as mutually agreed.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE**

THIS AGREEMENT made and entered into this 6 day of July , 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and Vanasse, Hangen, Brustlin, Inc. (VHB), 225 East Robinson Street, Suite # 300 Orlando, Florida 32801 (hereinafter "CONSULTANT") and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

WHEREAS, CITY advertised RFQ 2021-001 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process the CITY has determined that CONSULTANT, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

1.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care, and as more fully described within the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT's services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY's review and for approval of submissions by additional authorities having jurisdiction, as may be applicable.

1.3 Conduct meetings with staff, the public, the City Commission and advisory boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY staff in electronic format for the CITY's use and public review, as requested.

1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next (3) three years. The CITY shall retain the option, at its sole discretion, to award up to two (2), one-year renewal periods to the CONSULTANT.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY's behalf as the CONSULTANT's contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services. All information and document submittals shall be made directly to the City Representative.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services. CONSULTANT shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by the CITY.

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT's work products.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule. If the CITY and CONSULTANT approve any changes, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY's and CONSULTANT's designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT's service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT's documents for public record, information and reference and make use in connection with the CITY's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this Agreement for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this Agreement which may be due and owing at the time of such termination.

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in

performance of any provision herein, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this Agreement before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this Agreement for convenience with sixty (60) days prior written notice. CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this Agreement, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement. Venue for any action arising out of this Agreement shall lie in Osceola County. The Parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a Party unless made in writing and signed by that Party or a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written

instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. The CITY shall not assume any liability for the negligent acts, errors, or omissions of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own negligent acts, errors, or omissions to the CITY. CONSULTANT

agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of the negligent performance of CONSULTANT's services related to this Agreement. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement. CONSULTANT shall not be responsible for failure to perform or delays in the performance of services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this Agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

6.14 Public Records. CONSULTANT, specifically 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, the CONSULTANT shall keep and maintain public records required by the CITY and to comply with §119.071, F.S., shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer, at no cost to the CITY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology system of the CITY.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to CONSULTANT's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning 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 CONSULTANT, 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 services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

7.2 Payments on account of the CONSULTANT's services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT's invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 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.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants 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 only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY's Representative at mutually convenient times.

Article 8. Notices.

8.1 All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	CONSULTANT
Ashley Cornelison	Curt Ostrodka, AICP, LEED AP
Senior Planner	Director of Community Planning
City of Kissimmee Development Services Department	Vanasse, Hangen, Brustlin, Inc. (VHB)
101 Church Street	225 East Robinson Street, Suite # 300
Kissimmee, Florida 34741	Orlando, Florida 32801
Ashley.Cornelison@kissimmee.gov	costrodka@VHB.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property

which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation insurance as required by the State of Florida.
- D. Employer's Liability: \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.
- E. Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include the CITY as an Additional Insured and Certificate Holder. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures, and additional coverage, as may be applicable, shall be made in accordance with the following:

- A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.
- B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish

certificates of insurance evidencing renewal of such coverage to the CITY.

- C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

10. The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT's negligent performance of the obligations and duties outlined in this Agreement and described in further detail in the Scope of Services. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to its culpability or any share of any amount levied to recognize more than actual economic damage.

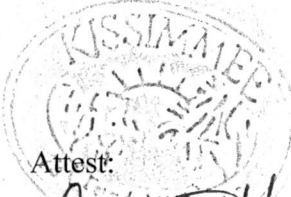
11. Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity of the CITY.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

Olga Gonzalez
Mayor-Commissioner
Date: 7/06/2021



Attest:

Renee Hensell
City Clerk

Approved as to form & legality

Olga Sanchez
City Attorney

CONSULTANT:

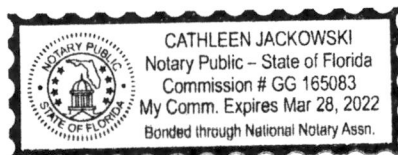
[Signature]
Signature
Paul W Yeargain, P.E.
Printed Name

Title: Managing Director

Date: 5-20-2021

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2021 by Paul W. Yeargain, as Managing Director, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

(Print, Type or Stamp Name)
Cathleen Jackowski

My Commission Expires: 3/28/2022

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

- I. General Planning Services may be included but not limited to:
 - a. Comprehensive Plan update / amendments;
 - b. Land Use Planning Studies;
 - c. Redevelopment / infill Plans;
 - d. Activity center / corridor planning;
 - e. Scenario planning and build out analysis;
 - f. Demographic studies;
 - g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
 - h. Strategic Planning and Evaluation;
 - i. Historic Preservation planning;
 - j. Land Development Code updates; and/or
 - k. Other general planning consulting services as directed

- II. Market Analysis may include but is not limited to:
 - a. Barrier analysis to redevelopment and infill;
 - b. Areas market study and analysis;
 - c. Economic development;
 - d. Demographics / socio-economic analysis;
 - e. Economic assessment; and/or
 - f. Viability for specific development types.

- III. Transportation Planning Services may be included but not limited to:
 - a. Performing and or reviewing individual traffic analysis for private development;
 - b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
 - c. Providing annual traffic counts and other counts for special studies
 - d. Roadway conceptual analysis;
 - e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
 - f. Performing periodic reports on Multimodal Transportation District and Vine Street.

- IV. Geographic Information Systems (GIS) Mapping and Support.

- V. Graphics / Renderings
 - a. Landscape renderings;
 - b. Photo montages;
 - c. Concept plans; and/ or
 - d. Branding and publications.
- VI. Public Involvement / Consensus Building

EXHIBIT “B”
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
HOURLY RATES

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:



7. Work Schedule

Staff Name	Staff Role	Technical/ Professional Level	Hourly Rate
Joe Barnes, AIA	Principal-in-Charge	23	\$280
Curt Ostrodka, AICP, LEED AP	Project Manager	17	\$205
Tyler Johnson, AICP	Deputy Project Manager	8	\$115
James Sellen	Technical Advisor	22	\$255
Fabricio Ponce, PE	Transportation Planning Task Leader	24	\$300
Neale Stralow, PLA, AICP, ENV SP	Community Planning Task Leader	15	\$185
Katie Shannon, AICP, CNU-a	Public Involvement Task Leader	8	\$115
Stephen Osiecki, GISP	Geographic Information System (GIS) Task Leader	12	\$155
Christopher Brown, PLA, ASLA	Graphics/Renderings Task Leader	16	\$195
Kok Wan Mah, PE	Transportation Planning Support	12	\$155
Demond Hazley, PE	Transportation Planning Support	17	\$205
Courtney Reynolds, TDM-CP	Transportation Planning Support	16	\$195
Kayla Finch, AICP	Transportation Planning Support	8	\$115
Charles Adams	Market Analysis Support	25	\$325
Erika Hughes	Community Planning Support	11	\$145
Allison Stewart-Harris, AICP	Community Planning Support	15	\$185
Jordan Crandall, AICP	Community Planning Support	6	\$95
Erin Murphy	Community Planning Support - Historian	20	\$235
Matt Hogan	Public Involvement Support	9	\$125
Christen Callahan, GISP	GIS/Mapping Support	6	\$95
Ryan Tury	Graphics/Renderings Support	6	\$125
Ryan Noyes	Graphics/Renderings Support	17	\$205

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROP0-1

Vanasse Hangen Brustlin, Inc
VHB Eng Surveying Landscape
Arch & Geology PC, Vanasse Hangen Brustlin LLC, VHB Eng NC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



CERTIFICATE OF LIABILITY INSURANCE

VANAS-1

OP ID: CL

DATE (MM/DD/YYYY)
07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 781-245-5400 Poole Professional B&B of Mass 107 Audubon rd, #2, suite 305 Wakefield, MA 01880 Christopher A. Poole		CONTACT NAME: Christopher A. Poole PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:															
INSURED Vanasse Hangen Brustlin, Inc VHB Eng Surveying Landscape Arch & Geology PC, Vanasse Hangen Brustlin LLC, VHB Eng NC PC, VHB Metro DC LLC P.O. Box 9151 Watertown, MA 02471		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER B : Safety Insurance Company</td> <td>39454</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Co.	20494	INSURER B : Safety Insurance Company	39454	INSURER C : Continental Casualty Company	20443	INSURER D : Valley Forge Insurance Company	20508	INSURER E : XL Specialty Insurance Company	37885	INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract. Liab. ☒ Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X X	6018141932	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 V. Papers \$ 1,500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 Medical Expense \$ 5,000
A			NO DEDUCTIBLE XCU COVERAGE INCL			
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ 1501873 MA SAFETY NOH	X X	6018203376	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000	X X	6018203362 FOLLOWS FORM	05/01/2020	05/01/2021	X PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	6017185236 ALL STATES LONGSHORE/HA	05/01/2020	05/01/2021	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000
E	☒ Arch Eng Prof Liab ☒ Incl Pollution Liab		DPR9962765 FULL PRIOR ACTS	07/19/2020	07/19/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROP0-1

Vanasse Hangen Brustlin, Inc
VHB Eng Surveying Landscape
Arch. & Geology PC, Vanasse Hangen Brustlin LLC, VHB Eng NC PC, VHB Metro DC LLC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher A. Poole

ACORD 25 (2016/03)

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ITEM 7.G**Mill Creek Mall Lot 4 Replat - Final Plat (DRC# SR-22-0001)****Request**

Requesting City Commission approval of the final plat known as Mill Creek Mall Lot 4 Replat.

Explanation

The owner of the property, Mill Creek, LLP, is requesting final plat approval without a guarantee, as this was reviewed as a Minor Subdivision in accordance with the City's Land Development Code. This property is located south of US 192 (Vine Street) and east of Oak Street, and is being re-subdivided to split the original LOT 4 into three (3) lots for future development purposes.

Recommendation

Staff recommends approval of the final plat for Mill Creek Mall Lot 4 Replat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Final Plat

MILL CREEK MALL LOT 4 REPLAT

A REPLAT OF LOT 4
PLAT OF MILL CREEK MALL
PLAT BOOK 11, PAGES 104 AND 105
SECTION 23, TOWNSHIP 25 SOUTH, RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA
CITY OF KISSIMMEE

SHEET 1 OF 2

PLAT BOOK PAGE

DEDICATION
MILL CREEK MALL LOT 4 REPLAT

KNOW ALL MEN BY THESE PRESENTS, That the entity named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates dedicates said lands and plat for the uses and purposes there in expressed and dedicates the 10.00 foot Utility Easements as defined in Note 7 to the Tohopekaliga Water Authority.

IN WITNESS WHEREOF, has caused these presents to be signed and sealed by the person(s) named below on 4/18/22 2022.

MILL CREEK LLP
a Florida Limited Liability Partnership

By: Dianne Schoolfield
Dianne Schoolfield Managing Member

Signed and sealed in the presence of:
Witness: Alicia A Kelly Witness: Jaxson Isely
Print Name Alicia A Kelly Print Name Jaxson Isely

STATE OF FLORIDA COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 18th DAY OF April, 2022, BY Dianne Schoolfield, As Managing Member, SUCH PERSON ☒ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED N/A AS IDENTIFICATION.

Shuan Rasmus
NOTARY PUBLIC
Shuan Rasmus
Notary Public, State of Florida
Commission # GG 933978
My Comm. Expires Mar 15, 2024
Bonded through National Notary Assoc.
My Commission expires: March 15, 2024

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 11/01/2021 he completed the survey of the lands as shown in the foregoing 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 23, Township 25 South, Range 29 East Osceola County, Florida.

Dated 4/15/22 Registration No. 1800
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 966
JOHNSTON'S 900 Shady Lane, Kissimmee, Florida 34744-8695
SURVEYING INC. Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL
BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on APRIL 20, 2022 the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

Dated 4-20-2022 Robert Bertrand Registration No. 4087
Robert Bertrand PSM

CERTIFICATE OF APPROVAL
BY MUNICIPALITY

THIS IS TO CERTIFY, That onthe approved the foregoing plat.

ATTEST: MAYOR
..... CITY CLERK

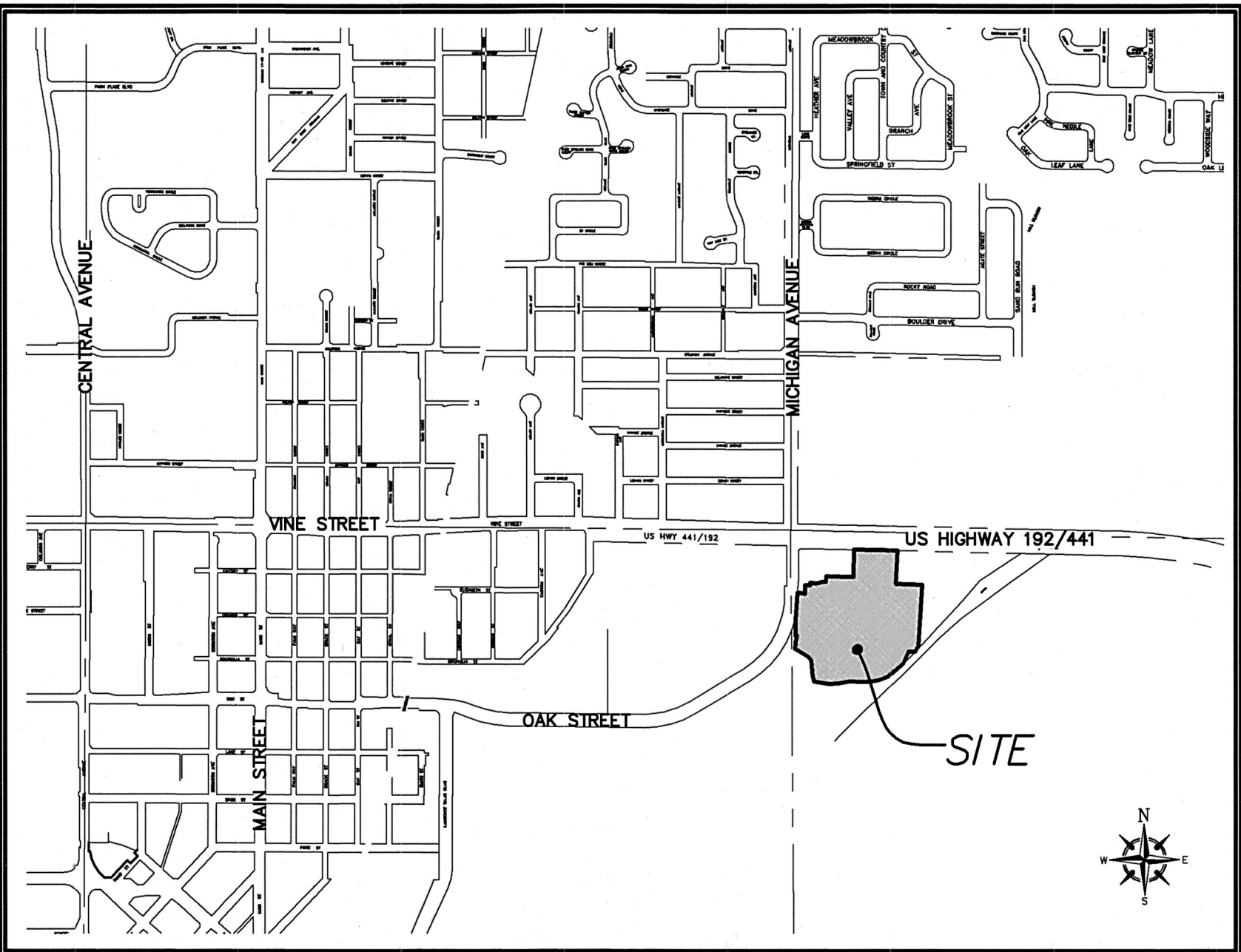
CERTIFICATE OF COUNTY CLERK

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.....

LEGAL DESCRIPTION

LOT 4, PLAT OF MILL CREEK MALL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 104 AND 105 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.



VICINITY MAP

NOT TO SCALE

LEGEND

CCR CERTIFIED CORNER RECORD
ESMT EASEMENT
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
P.C. PAGE
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
R/W RIGHT OF WAY

- DENOTES 1/2" IRON ROD AND CAP "PRM LB 966"
- DENOTES NAIL AND DISK "PRM LB 966"
- ⊙ DENOTES NAIL AND DISK "LB 966"

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 U.S. HIGHWAY 192/441 BEING S88°35'24"E.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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 THE EVENT A CABLE TELEVISION 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).
- LOTS 4A AND 4C ARE SUBJECT TO AN INGRESS/EGRESS EASEMENT PER OFFICIAL RECORDS BOOK 547, PAGE 479 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. THIS EASEMENT IS NOT PLOTTABLE.
- OFF SITE EASEMENTS ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT A PART OF THIS PLAT.
- THERE IS A BLANKET ACCESS EASEMENT ACROSS LOT 4A FOR THE BENEFIT OF LOT 4B.
- LOT 4A IS SUBJECT TO A LEASEHOLD INTEREST IN FAVOR OF MIMSCO ICE COMPANY, LLC, EVIDENCE OF WHICH IS REFERRED TO IN AND INTERESTS CREATED BY THAT CERTAIN TOHOPEKALIGA WATER AUTHORITY WATER AND WASTEWATER SYSTEM DEVELOPER'S SERVICE AGREEMENT RECORDED DECEMBER 1, 2009, IN BOOK 3920, PAGE 2870.
- THERE ARE 10.00 FOOT UTILITY EASEMENTS ALONG THE NORTH LINE OF LOT 4C, ADJACENT TO US HIGHWAY 192 RIGHT OF WAY, AND ALONG THE WEST LINE OF LOT 4A, ADJACENT TO OAK STREET RIGHT OF WAY, DEDICATED TO THE TOHOPEKALIGA WATER AUTHORITY.
- CROSS-ACCESS, CROSS-DRAINAGE, AND SHARED PARKING AGREEMENTS ARE CONTAINED WITHIN A SUPPLEMENT TO AGREEMENT OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

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. LB 966

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.

SR# 22-0002

JOB# 21-308

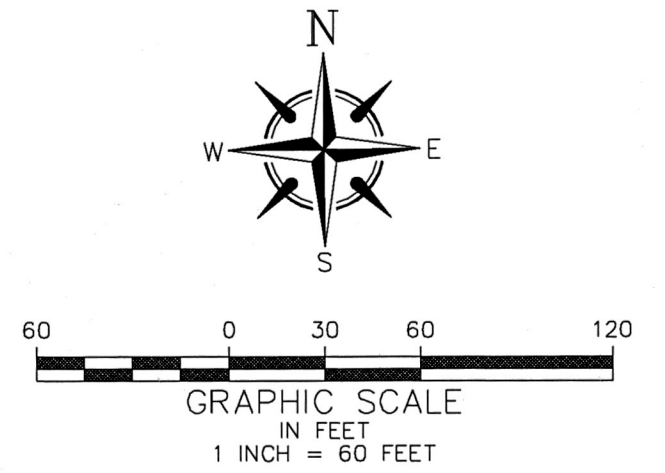
MILL CREEK MALL LOT 4 REPLAT

A REPLAT OF LOT 4
PLAT OF MILL CREEK MALL
PLAT BOOK 11, PAGES 104 AND 105
SECTION 23, TOWNSHIP 25 SOUTH, RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA
CITY OF KISSIMMEE

SHEET 2 OF 2

PLAT
BOOK

PAGE



U.S. HIGHWAY 192

184.00' R/W PER FDOT
MAP SECTION 92030-2503

LINE TABLE 10.00' WATERLINE EASEMENT

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S01°26'47"W	334.49'	L21	S02°44'10"W	23.60'
L2	N88°33'13"W	18.65'	L22	S00°26'03"E	74.08'
L3	S01°26'47"W	10.00'	L23	N88°25'06"W	126.14'
L4	S88°33'13"E	18.65'	L24	N01°34'54"E	23.31'
L5	S01°26'47"W	58.35'	L25	N88°25'06"W	10.00'
L6	N88°28'24"W	62.16'	L26	S01°34'54"W	23.31'
L7	N01°31'36"E	59.37'	L27	N88°25'06"W	72.49'
L8	N88°28'24"W	10.00'	L28	N01°34'54"E	23.55'
L9	S01°31'36"W	59.37'	L29	N88°25'06"W	10.00'
L10	N88°28'24"W	220.44'	L30	S01°34'54"W	23.26'
L11	S67°58'25"W	29.67'	L31	N84°31'32"W	43.05'
L12	N87°23'33"W	96.92'	L32	S00°28'14"E	10.05'
L13	N02°36'27"E	25.82'	L33	S84°31'32"E	46.71'
L14	N87°02'35"W	15.22'	L34	S88°25'06"E	66.56'
L15	S02°36'27"W	25.92'	L35	S01°34'54"W	31.36'
L16	N87°23'33"W	98.73'	L36	S88°25'06"E	10.00'
L17	N41°11'40"W	81.69'	L37	N01°34'54"E	31.36'
L18	N00°26'03"W	80.58'	L38	S88°25'06"E	137.98'
L19	N02°44'10"E	23.32'	L39	S41°11'40"E	90.34'
L20	N87°15'50"W	10.00'	L40	S87°23'33"E	166.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	S02°36'27"W	38.07'
L42	S87°23'33"E	10.00'
L43	N02°36'27"E	38.07'
L44	S87°23'33"E	41.05'
L45	N67°58'25"E	29.77'
L46	S88°28'24"E	300.53'
L47	N01°26'47"E	29.93'
L48	S88°33'13"E	8.50'
L49	N01°26'47"E	10.00'
L50	N88°33'13"W	8.50'
L51	N01°26'47"E	372.94'
L52	N88°35'24"W	10.00'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel: (407) 847-2178 Fax: (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

ITEM 7.H

Osceola Village Center – Major Subdivision, Final Plat (DRC# 21-00060)

Request

Requesting City Commission approval of the final plat known as Osceola Village Center, with performance guarantee/agreement.

Explanation

The Osceola Village Center property is located east of S. John Young Parkway and north of Shingle Creek and is being subdivided into 22 tracts and 168 fee-simple lots for development purposes. The owner of the property, JEN FLORIDA 40, LLC, is requesting final plat approval with a guarantee.

The roadways (Tract R-1) and drainage canal (Tract F-2) on the northwest side will be owned and maintained by the City of Kissimmee. All other tracts and lots are to be privately owned and maintained. This is a Major Subdivision, as defined in the City's Land Development Code §14-2, and the preliminary and final plat procedure was utilized.

The owner has posted a performance bond in the amount of \$6,674,691.54 and entered into a performance guarantee agreement with the City to guarantee the construction of the required subdivision improvements.

Recommendation

Staff recommends approval of the Osceola Village Center final plat with performance guarantee/agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Osceola Village Center Final Plat
2. Osceola Village Center Performance Bond
3. Osceola Village Center Performance Guarantee Agreement

OSCEOLA VILLAGE CENTER

Section 33, Township 25 South, Range 29 East,
City of Kissimmee, Osceola County, Florida.

SHEET 1 OF 5

PLAT BOOK ____ PAGE ____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

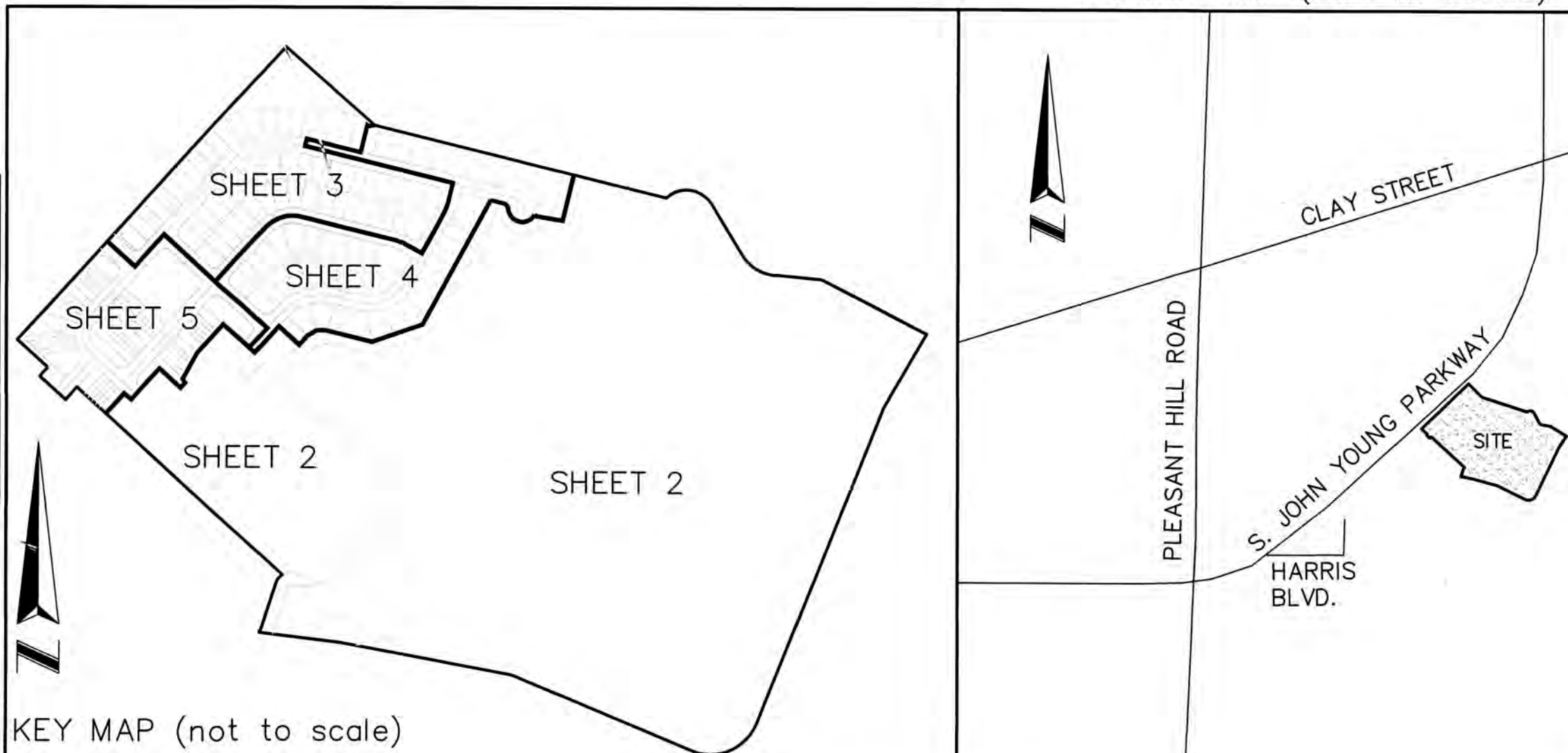
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERNMOST CORNER OF VILLAS AT ESTANCIA AS RECORDED IN CONDOMINIUM BOOK 8, PAGES 29 THROUGH 37 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17/92 (S.R. 600) ACCORDING TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 600, SECTION NUMBERS 92010-7507 AND 92010-2507; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE RUN SOUTH 48°43'32" EAST ALONG THE SOUTH LINE OF SAID VILLAS AT ESTANCIA FOR A DISTANCE OF 477.67 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF ESTANCIA, ACCORDING TO PLAT BOOK 15, PAGES 184 AND 185 OF SAID PUBLIC RECORDS RUN SOUTH 76°11'52" EAST FOR A DISTANCE OF 1209.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 118.64 FEET, A CHORD BEARING OF SOUTH 82°21'30" EAST AND A CHORD LENGTH OF 184.21 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF ESTANCIA RUN THE FOLLOWING COURSES: EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°51'12" FOR A DISTANCE OF 210.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 31°25'57" EAST FOR A DISTANCE OF 244.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 164.85 FEET, A CHORD BEARING OF SOUTH 61°17'42" EAST AND A CHORD LENGTH OF 164.16 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°43'24" FOR A DISTANCE OF 171.83 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 84°31'15" EAST FOR A DISTANCE OF 172.19 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5236, PAGE 2318 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING AFORESAID SOUTH LINE OF ESTANCIA RUN SOUTH 62°56'20" EAST ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5236, PAGE 2318 FOR A DISTANCE OF 477.09 FEET TO A POINT ON THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5336, PAGE 1230 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG SAID WEST LINE AND THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5336, PAGE 1230: SOUTH 30°24'10" WEST FOR A DISTANCE OF 344.29 FEET; THENCE RUN SOUTH 21°40'42" WEST FOR A DISTANCE OF 1370.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 67°10'24" WEST AND A CHORD LENGTH OF 285.28 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'29" FOR A DISTANCE OF 317.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 67°19'51" WEST FOR A DISTANCE OF 785.76 FEET; THENCE RUN NORTH 79°24'12" WEST FOR A DISTANCE OF 702.22 FEET; THENCE RUN NORTH 83°16'25" WEST FOR A DISTANCE OF 328.64 FEET; THENCE DEPARTING AFORESAID NORTH LINE RUN NORTH 18°03'27" EAST FOR A DISTANCE OF 210.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 62.00 FEET, A CHORD BEARING OF NORTH 38°14'37" EAST AND A CHORD LENGTH OF 42.79 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°22'20" FOR A DISTANCE OF 43.69 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 47°39'17" WEST FOR A DISTANCE OF 1119.37 FEET; THENCE RUN SOUTH 42°20'43" WEST FOR A DISTANCE OF 68.00 FEET; THENCE RUN NORTH 47°39'17" WEST FOR A DISTANCE OF 140.00 FEET; THENCE RUN NORTH 42°20'43" EAST FOR A DISTANCE OF 48.00 FEET; THENCE RUN NORTH 47°39'17" WEST FOR A DISTANCE OF 166.39 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17/92 (S.R. 600); THENCE RUN NORTH 42°20'44" EAST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 1598.04 FEET TO THE POINT OF BEGINNING.

LEGEND:

O.R.	Official Records Book	CL	centerline
P.B.	Plat Book	CCR #	Certified Corner Record Number
C.B.	Condominium Book	R/W	right-of-way
PG(S).	page(s)		
P.C.	point of curvature	●	5/8" iron rod & cap #6723 permanent reference monument
P.T.	point of tangency		
P.I.	point of intersection	○	set 1/2" iron rod & cap LB #6723, Lot corner
P.C.C.	point of compound curvature	⊙	set 1/2" iron rod and/or nail & disk P.S.M. #6723 permanent control point
R.P.	radius point	□	recovered concrete monument
N.R.	non-radial	LB	licensed business
U.E.	utility easement		
N.T.	non-tangent		
P.R.M.	Permanent Reference Monument		
S.R.	State Road		
D.B.	Deed Book		
			change in direction along right-of-way lines

VICINITY MAP (NOT TO SCALE)



KEY MAP (not to scale)



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

SURVEYOR'S NOTES:

- Bearings shown hereon are assumed and based on the North line of the Northwest 1/4 of Section 33-25-29 being South 89°17'22" East.
- All lot lines intersecting curves are radial, unless otherwise noted non-radial (N.R.).
- All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television and data 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 the event a cable television 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. The utility easements shown hereon are hereby dedicated to any public or private utility service provider, including, but not limited to, a community development district, that is extending utility services, including, but not limited to, electricity, gas, telephone and cable, potable and reclaimed water, and sanitary sewer to, or for the benefit of the lands shown hereon.
- Tracts A, B and C (Recreation) are dedicated to and shall be maintained by the Osceola Village Homeowners' Association, Inc. (Association).
- Tracts DR-1 and DR-2 (Drainage) are dedicated to and shall be maintained by the Association.
- Tracts E and G (Open Space) are dedicated to and shall be maintained by the Association.
- Tract F-2 (Open Space, canal access and maintenance) is dedicated to and shall be maintained by the City of Kissimmee.
- Tract FD-1 (Future Development) is dedicated to and shall be maintained by the Owner.
- Tracts F, F-1 and I (Open Space/Buffer) are dedicated to and shall be maintained by the Association.
- Tract J (Conservation) is dedicated to and shall be maintained by the Osceola Village Center Homeowners' Association, Inc. Said Tract J shall be subject to a conservation easement in favor of South Florida Water Management District and Osceola County, Florida with development rights dedicated to Osceola County, Florida. Clearing, grading, construction or alteration is permitted only after obtaining proper approvals from Osceola County, Florida and all other applicable jurisdictional agencies.
- Tract L (Stormwater) is dedicated to and shall be maintained by the Osceola Village Center Homeowners' Association, Inc. The City of Kissimmee shall have the right, but not the obligation, to access, maintain, repair, replace or otherwise care for or cause to be cared for the Stormwater Tract, including without limitation the drainage systems constructed thereon. A Blanket Ingress/Egress Easement is granted in favor of the City of Kissimmee for said purposes.
- Tracts L-1, L-2, L-3 and L-4 (Open Space) are dedicated to and shall be maintained by the Osceola Village Center Homeowners' Association, Inc.
- Tract N (Lift Station) will be dedicated to the TOHO Water Authority by separate instrument.
- Tracts P-1 and P-2 (Walkway Connectors) are dedicated to and shall be maintained by the Association.
- Tract R-1 (Right-of-way) is dedicated to and shall be maintained by the City of Kissimmee.
- Tract X (Open Space) is dedicated to and shall be maintained by the Osceola Village Center Homeowner's Association, Inc. There is a blanket utility easement over the entirety of Tract X.
- All utility easements required by the Toho Water Authority will be dedicated to the Toho Water Authority and recorded via a separate easement.
- The lands shown hereon are subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Osceola Village, recorded with this plat in the public records of Osceola County, Florida and any supplements and/or amendments thereto.

SHEET INDEX

SHEET 1 OF 5 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 5 - BOUNDARY INFORMATION AND TRACT GEOMETRY
SHEETS 3 - 5 OF 5 - LOT AND TRACT GEOMETRY

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____ 2022
the City of Kissimmee Commission approved the foregoing plat.

Mayor

Attest: _____
City Clerk

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

I HEREBY CERTIFY, That on APRIL 20, _____, 2022,
the Florida Professional Surveyor and Mapper representing the City of
Kissimmee reviewed this plat. This plat conforms to Florida Statutes,
Chapter 177

By: Robert Bertrand Date: 4-20-2022
Robert Bertrand PLS 4087

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 the Osceola
County Land Development Code, and was filed for record on:

_____ 2022 at: _____

File No. _____
Clerk of the Circuit Court
in and for Osceola County, Florida.

By: _____

OSCEOLA VILLAGE CENTER
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that JEN FLORIDA 40, LLC a
Florida limited liability company, being the owner in fee simple of
the lands described in the foregoing caption to this plat, less lots 1
through 5, 8, 9, and lots 116 through 118 and Stanley Martin
Homes, LLC, a Delaware limited liability company, being the owner in
fee simple of lots 1 through 5, 8, 9, and lots 116 through 118,
hereby dedicates said lands and plot for the uses and purposes
herein expressed and dedicates Tract R-1 (Roadways), Tract F-2
(Open Space, canal access and maintenance right-of-way) to the
City of Kissimmee. Utility and drainage easements shown hereon are
dedicated to the perpetual use of the public.

In Witness Whereof JEN FLORIDA 40, LLC a Florida limited liability
company has caused these presents to be signed and attested to
or witnessed by the officer named below on February 24th,
2022.

JEN FLORIDA 40, LLC A Florida limited liability company
By: [Signature] Title: J.P.
Printed Name: Richard A. Sermon

Signed and sealed in the presence of:
[Signature]
Signature of witness:
Dennis Mawlin
Printed Name of witness:
D. P. Dena
Signature of witness:
James P. Dena
Printed Name of witness:

STATE OF FLORIDA,
COUNTY OF Orange
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY
MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE
NOTARIZATION, THIS DAY OF February 24th, 2022,
BY Richard A. Sermon OF JEN FLORIDA 40, LLC A FLORIDA
LIMITED LIABILITY COMPANY. SUCH PERSON ☒ IS PERSONALLY
KNOWN TO ME OR ☐ HAS PRODUCED
AS IDENTIFICATION.

Melissa R. Martinez
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Printed Name: Melissa R. Martinez
Title: Notary
Serial Number: HH 127286

In Witness Whereof Stanley Martin Homes, LLC, a Delaware limited
liability company has caused these presents to be signed and
attested to or witnessed by the officer named below on
February 24th, 2022.

Stanley Martin Homes, LLC, a Delaware limited liability company
By: [Signature] Title: Div. President
Printed Name: ERIC MARKS

Signed and sealed in the presence of:
[Signature]
Signature of witness:
John Ogden
Printed Name of witness:
Katie McGonigal
Signature of witness:
Katie McGonigal
Printed Name of witness:

STATE OF FLORIDA,
COUNTY OF Orange
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY
MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE
NOTARIZATION, THIS DAY OF February 24th, 2022,
BY Eric Marks OF STANLEY MARTIN HOMES, LLC, A
DELAWARE LIMITED LIABILITY COMPANY. SUCH PERSON ☒ IS
PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED
AS IDENTIFICATION.

Melissa R. Martinez
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Printed Name: Melissa R. Martinez
Title: Notary
Serial Number: HH 127286

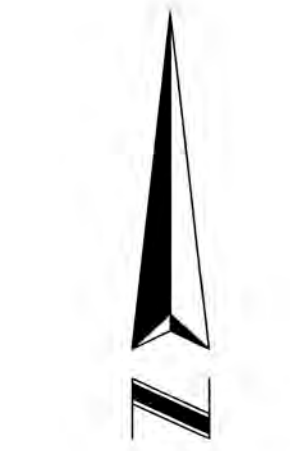
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OSCEOLA VILLAGE CENTER

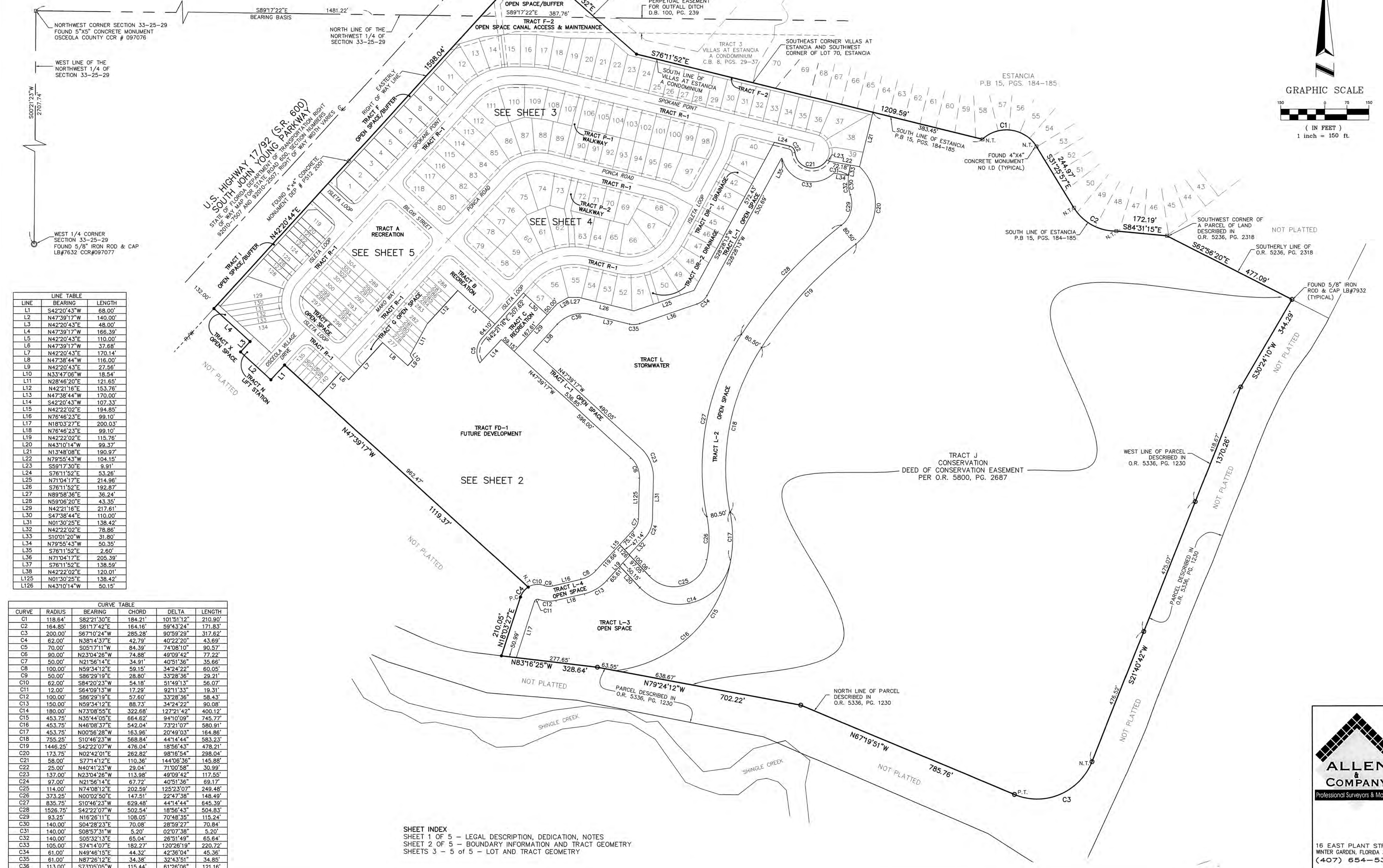
Section 33, Township 25 South, Range 29 East,
City of Kissimmee, Osceola County, Florida.

PLAT BOOK _____ PAGE _____

SHEET 2 OF 5



GRAPHIC SCALE
(IN FEET)
1 inch = 150 ft.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°20'43"W	68.00'
L2	N47°39'17"W	140.00'
L3	N42°20'43"E	48.00'
L4	N47°39'17"W	166.39'
L5	N42°20'43"E	110.00'
L6	N47°39'17"W	37.68'
L7	N42°20'43"E	170.14'
L8	N47°38'44"W	116.00'
L9	N42°20'43"E	27.56'
L10	N33°47'06"W	18.54'
L11	N28°46'20"E	121.65'
L12	N42°21'16"E	153.78'
L13	N47°38'44"W	170.00'
L14	S42°20'43"W	107.33'
L15	N42°22'02"E	194.85'
L16	N76°46'23"E	99.10'
L17	N18°03'27"E	200.03'
L18	N76°46'23"E	99.10'
L19	N42°22'02"E	115.76'
L20	N43°10'14"W	99.37'
L21	N13°48'08"E	190.97'
L22	N79°55'43"W	104.15'
L23	S59°17'30"E	9.91'
L24	S76°11'52"E	53.26'
L25	N71°04'17"E	214.96'
L26	S76°11'52"E	192.87'
L27	N89°58'36"E	36.24'
L28	N59°06'20"E	43.35'
L29	N42°21'16"E	217.61'
L30	S47°38'44"E	110.00'
L31	N01°30'25"E	138.42'
L32	N42°22'02"E	78.86'
L33	S10°01'20"W	31.80'
L34	N79°55'43"W	50.35'
L35	S76°11'52"E	2.60'
L36	N71°04'17"E	205.39'
L37	S76°11'52"E	138.59'
L38	N42°22'02"E	120.01'
L125	N01°30'25"E	138.42'
L126	N43°10'14"W	50.15'

CURVE TABLE				
CURVE	RADIUS	BEARING	CHORD	LENGTH
C1	118.64'	S82°21'30"E	184.21'	210.90'
C2	164.85'	S61°17'42"E	164.16'	59°43'24"
C3	200.00'	S67°10'24"W	285.28'	90°59'29"
C4	62.00'	N38°14'37"E	42.79'	40°22'20"
C5	70.00'	S05°17'11"W	84.39'	74°08'10"
C6	90.00'	N23°04'26"W	74.88'	49°09'42"
C7	50.00'	N21°56'14"E	34.91'	40°51'36"
C8	100.00'	N59°34'12"E	59.15'	34°24'22"
C9	50.00'	S86°29'19"E	28.80'	33°28'36"
C10	62.00'	S84°20'23"W	54.18'	51°49'13"
C11	12.00'	S64°09'13"W	17.29'	92°11'33"
C12	100.00'	S66°29'19"E	57.60'	33°28'36"
C13	150.00'	N59°34'12"E	88.73'	34°24'22"
C14	180.00'	N73°08'55"E	322.68'	127°21'42"
C15	453.75'	N35°44'05"E	664.62'	94°10'09"
C16	453.75'	N46°08'37"E	542.04'	73°21'07"
C17	453.75'	N00°56'28"W	163.96'	20°49'03"
C18	755.25'	S10°46'23"W	568.84'	44°14'44"
C19	1446.25'	S42°22'07"W	476.04'	18°56'43"
C20	173.75'	N02°42'01"E	262.82'	98°16'54"
C21	58.00'	S77°14'12"E	110.36'	144°06'36"
C22	25.00'	N40°41'23"W	29.04'	71°00'58"
C23	137.00'	N23°04'26"W	113.98'	49°09'42"
C24	97.00'	N21°56'14"E	67.72'	40°51'36"
C25	114.00'	N74°08'12"E	232.59'	125°23'07"
C26	373.25'	N00°02'50"E	147.51'	22°47'38"
C27	835.75'	S10°46'23"W	629.48'	44°14'44"
C28	1526.75'	S42°22'07"W	502.54'	18°56'43"
C29	93.25'	N16°26'11"E	108.05'	70°48'35"
C30	140.00'	S04°28'23"E	70.08'	28°59'27"
C31	140.00'	S08°57'31"W	5.20'	02°07'36"
C32	140.00'	S05°32'13"E	65.04'	26°51'49"
C33	105.00'	S74°14'07"E	182.27'	120°26'19"
C34	61.00'	N49°46'15"E	44.32'	42°36'04"
C35	61.00'	N87°26'12"E	34.38'	32°43'51"
C36	113.00'	S73°05'05"W	115.44'	61°26'06"

SHEET INDEX
SHEET 1 OF 5 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 5 - BOUNDARY INFORMATION AND TRACT GEOMETRY
SHEETS 3 - 5 OF 5 - LOT AND TRACT GEOMETRY



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

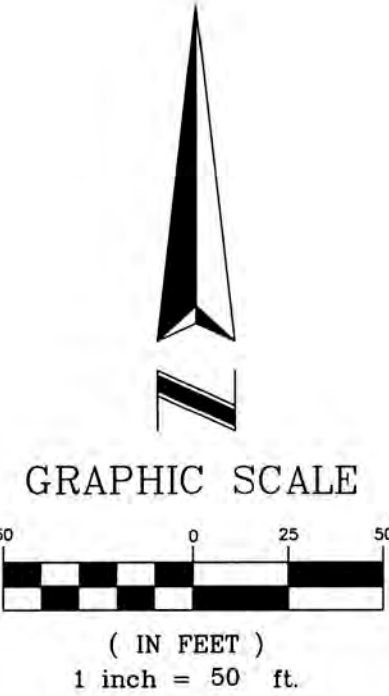
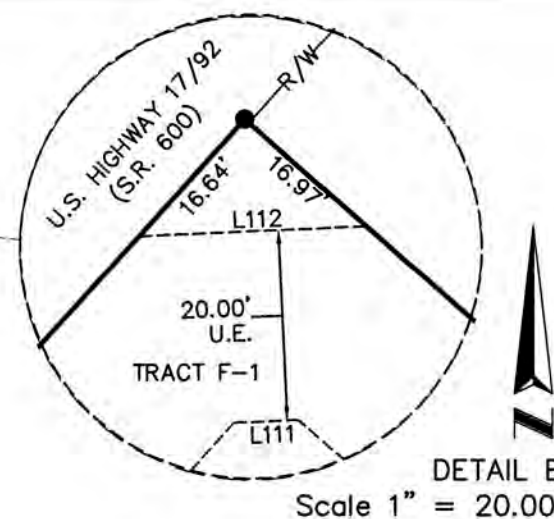
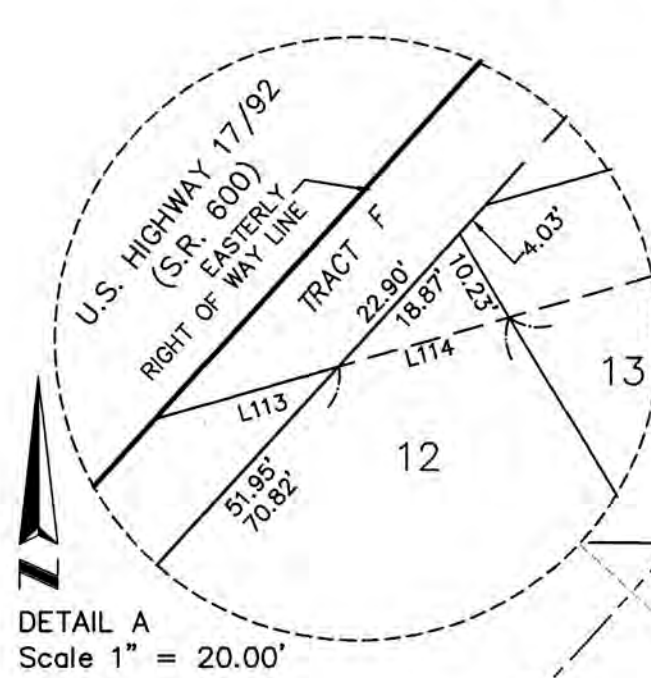
OSCEOLA VILLAGE CENTER

Section 33, Township 25 South, Range 29 East,
City of Kissimmee, Osceola County, Florida.

SHEET 3 OF 5

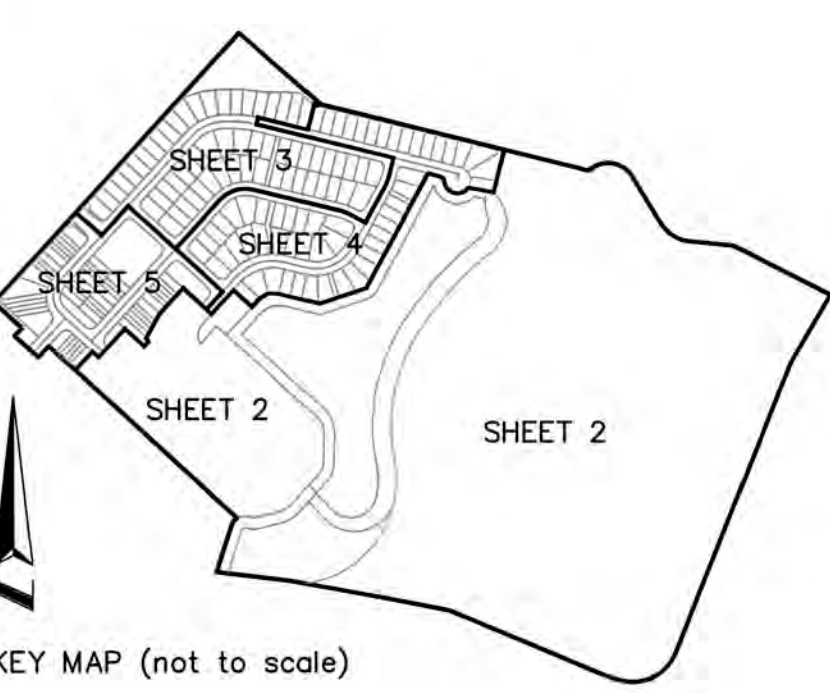
PLAT BOOK _____ PAGE _____

CURVE TABLE				
CURVE	RADIUS	BEARING	CHORD	DELTA
C100	30.00'	N87°21'16"E	42.43'	90°00'00"
C101	30.00'	S71°44'26"E	24.50'	48°11'23"
C102	30.00'	N63°15'34"E	21.41'	41°48'37"
C103	230.00'	S66°32'00"W	188.41'	48°21'28"
C104	230.00'	S45°02'00"W	21.50'	05°21'28"
C105	230.00'	S53°26'16"W	45.89'	11°27'04"
C106	230.00'	S64°53'41"W	45.94'	11°27'47"
C107	230.00'	S76°56'13"W	50.56'	12°37'17"
C108	230.00'	S86°58'48"W	29.94'	07°27'52"
C109	430.00'	N82°44'34"W	98.03'	13°05'24"
C110	430.00'	N87°35'41"W	25.41'	03°23'11"
C111	430.00'	N82°43'14"W	47.72'	08°21'42"
C112	430.00'	N77°52'08"W	25.08'	03°20'31"
C113	25.00'	N31°10'54"W	35.37'	90°01'56"
C114	170.00'	N21°09'09"E	43.31'	14°38'09"
C115	25.00'	N73°28'13"E	35.36'	90°00'00"
C116	130.00'	N68°51'50"W	33.19'	14°40'05"
C117	130.00'	N64°47'28"W	14.72'	06°31'19"
C118	130.00'	N72°07'29"W	18.47'	08°08'47"
C119	180.00'	S73°04'42"W	183.92'	61°26'52"
C120	180.00'	N78°18'49"W	13.29'	04°13'53"
C121	180.00'	N87°36'43"W	45.01'	14°21'55"
C122	180.00'	S78°01'47"W	44.97'	14°21'05"
C123	180.00'	S63°41'07"W	44.93'	14°20'17"
C124	180.00'	S49°26'07"W	44.38'	14°09'42"
C125	25.00'	N87°21'16"E	35.36'	90°00'00"
C126	25.00'	S02°38'44"E	35.36'	90°00'00"
C127	170.00'	S66°32'00"W	139.26'	48°21'28"
C128	170.00'	S57°37'52"W	89.58'	30°33'13"
C129	170.00'	S81°48'36"W	52.61'	17°48'15"
C130	370.00'	N82°44'34"W	84.35'	13°05'24"
C131	370.00'	N83°35'02"W	73.55'	11°24'28"
C132	370.00'	N77°02'20"W	10.86'	01°40'56"
C133	200.00'	S66°32'00"W	163.84'	48°21'28"
C134	400.00'	N82°44'34"W	91.19'	13°05'24"
C135	200.00'	N21°09'09"E	50.95'	14°38'09"
C136	100.00'	N68°51'50"W	25.53'	14°40'05"
C137	150.00'	S73°04'42"W	153.27'	61°26'52"



U.S. HIGHWAY 17/92 (S.R. 600)
SOUTH JOHN YOUNG PARKWAY
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP FOR STATE ROAD 600, SECTION 33-25-29
92010-1501 AND 92010-2501 - RIGHT OF WAY WIDTH VARIES

SHEET INDEX
SHEET 1 OF 5 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 5 - BOUNDARY INFORMATION AND TRACT GEOMETRY
SHEETS 3 - 5 OF 5 - LOT AND TRACT GEOMETRY



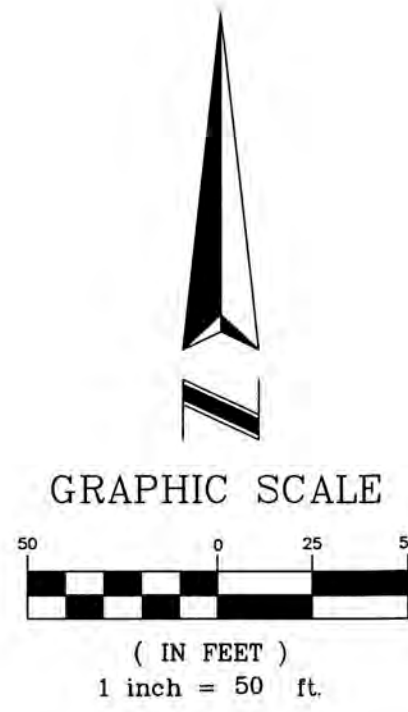
LINE TABLE		
LINE	BEARING	LENGTH
L100	S02°38'44"E	31.82'
L101	S13°48'08"W	30.00'
L102	S89°17'16"E	45.95'
L110	N81°17'05"E	26.11'
L111	N87°22'02"E	6.81'
L112	N87°22'02"E	23.99'
L113	N73°56'44"E	19.09'
L114	N73°56'44"E	18.69'
L115	N73°56'44"E	68.67'
L116	N73°56'44"E	88.03'
L118	N73°56'44"E	37.55'
L123	S48°43'32"E	51.87'
L124	N41°17'51"E	20.00'

ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

OSCEOLA VILLAGE CENTER

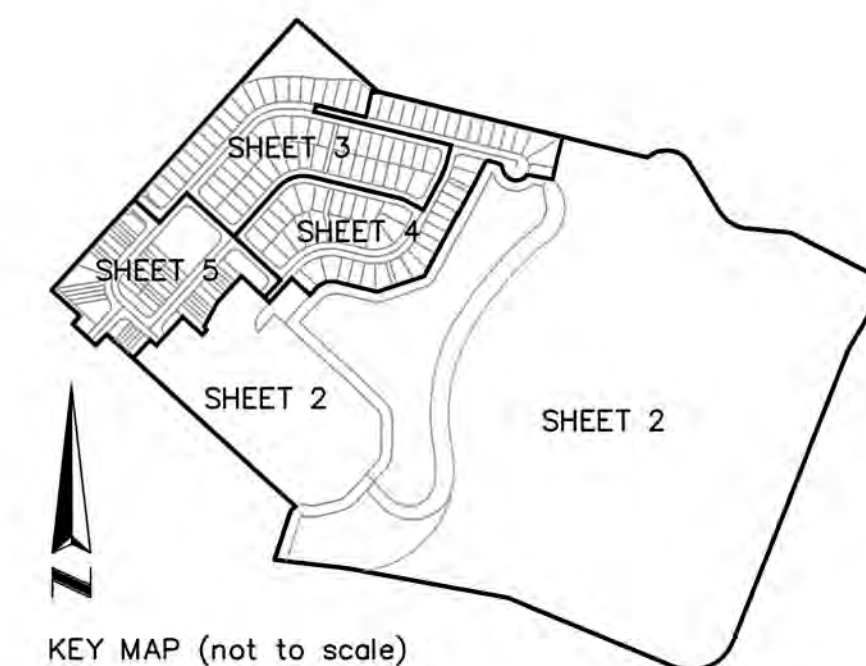
Section 33, Township 25 South, Range 29 East,
City of Kissimmee, Osceola County, Florida.

SHEET 4 OF 5 PLAT BOOK _____ PAGE _____



CURVE TABLE				
CURVE	RADIUS	BEARING	CHORD	DELTA
C135	200.00'	N21°09'09"E	50.95'	14°38'09"
C136	100.00'	N68°51'50"W	25.53'	14°40'05"
C137	150.00'	S73°04'42"W	153.22'	61°28'52"
C138	58.00'	N49°18'37"E	94.43'	251°00'58"
C139	58.00'	N71°19'41"W	9.85'	09°44'21"
C140	58.00'	N52°12'04"W	28.57'	28°30'53"
C141	58.00'	N23°41'47"W	28.55'	28°29'41"
C142	58.00'	N10°37'47"E	39.82'	40°09'27"
C143	58.00'	S77°14'12"E	110.36'	144°06'36"
C144	25.00'	N40°41'23"W	29.04'	71°00'58"
C145	25.00'	S58°49'06"W	35.35'	89°58'04"
C146	230.00'	N21°09'09"E	58.59'	14°38'09"
C147	230.00'	N15°08'58"E	10.56'	02°37'49"
C148	230.00'	N22°27'40"E	48.06'	11°59'35"
C149	230.00'	N28°27'50"E	0.05'	00°00'45"
C150	205.00'	N66°08'11"E	250.53'	75°19'55"
C151	205.00'	N29°55'46"E	10.44'	02°55'08"
C152	205.00'	N37°57'28"E	46.91'	13°08'18"
C153	205.00'	N51°05'41"E	46.90'	13°08'08"
C154	205.00'	N64°06'17"E	46.00'	12°53'04"
C155	205.00'	N73°20'35"E	20.00'	05°35'31"
C156	205.00'	N82°23'14"E	44.62'	122°29'47"
C157	205.00'	S84°59'27"E	45.52'	12°44'51"
C158	205.00'	S77°24'27"E	8.66'	02°25'10"
C159	185.00'	S73°04'42"W	189.03'	61°26'52"
C160	185.00'	S89°52'26"W	89.06'	27°51'24"
C161	185.00'	S59°09'00"W	106.91'	33°39'28"
C162	245.00'	S73°04'42"W	250.34'	61°26'52"
C163	245.00'	N77°13'19"W	8.76'	02°02'53"
C164	245.00'	N83°28'07"W	44.74'	10°28'42"
C165	245.00'	S88°56'04"W	20.02'	04°40'57"
C166	245.00'	S81°10'53"W	46.21'	10°49'25"
C167	245.00'	S70°21'39"W	46.19'	10°49'04"
C168	245.00'	S59°32'44"W	46.17'	10°48'46"
C169	245.00'	S48°44'08"W	46.15'	10°48'29"
C170	245.00'	S42°50'34"W	4.18'	00°58'36"
C171	25.00'	N87°21'16"E	35.36'	90°00'00"
C172	25.00'	S02°38'44"E	35.36'	90°00'00"
C173	120.00'	S73°04'42"W	122.62'	61°26'52"
C174	120.00'	S55°30'10"W	54.59'	28°17'48"
C175	120.00'	S86°13'36"W	72.47'	35°09'04"
C176	70.00'	N68°51'50"W	17.87'	14°40'05"
C177	25.00'	N16°31'47"W	35.36'	90°00'00"
C178	145.00'	N66°08'10"E	177.21'	75°19'55"
C179	145.00'	N40°46'05"E	61.77'	24°35'43"
C180	145.00'	N78°26'02"E	124.25'	50°44'12"
C181	175.00'	N66°08'10"E	213.87'	75°19'55"
C182	215.00'	S73°04'42"W	219.69'	61°26'52"

SHEET INDEX
SHEET 1 OF 5 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 5 - BOUNDARY INFORMATION AND TRACT GEOMETRY
SHEETS 3 - 5 OF 5 - LOT AND TRACT GEOMETRY



SEE SHEET 5



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

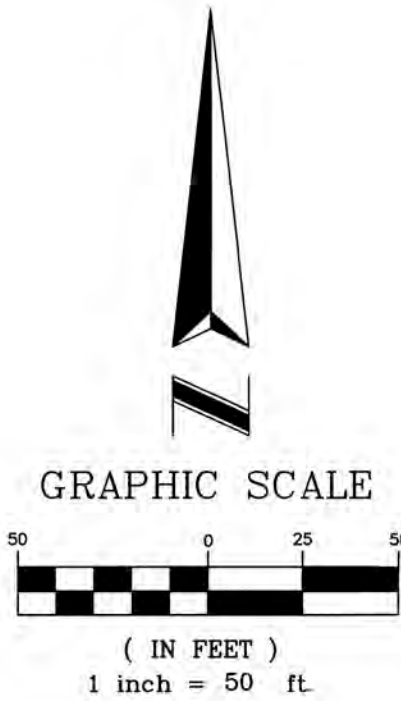
SEE SHEET 3

SEE SHEET 3

SEE SHEET 3

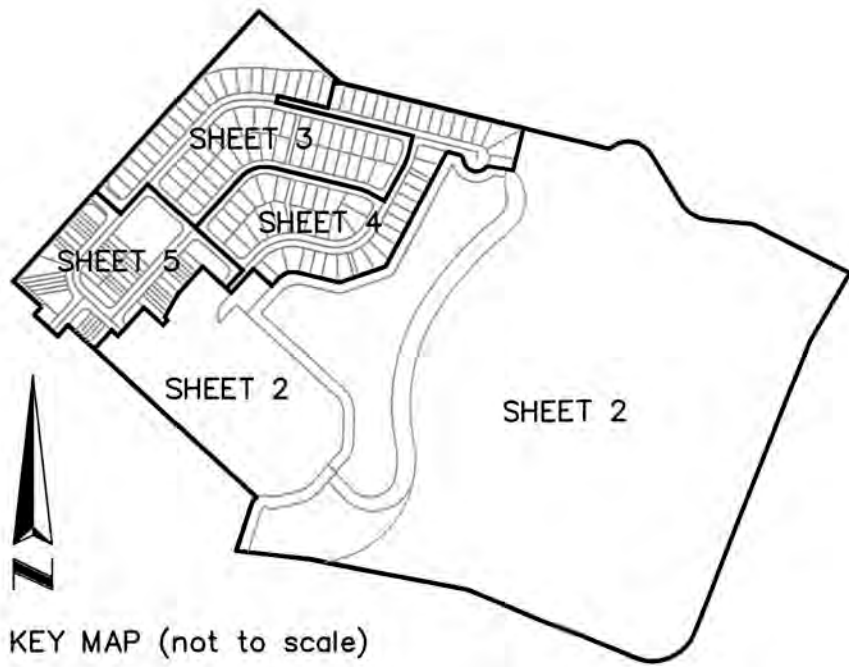
OSCEOLA VILLAGE CENTER

Section 33, Township 25 South, Range 29 East,
City of Kissimmee, Osceola County, Florida.



CURVE TABLE				
CURVE	RADIUS	BEARING	CHORD	DELTA
C183	30.00'	N02°38'44"W	42.43'	90°00'00"
C184	30.00'	S87°21'16"E	42.43'	90°00'00"
C185	30.00'	S02°39'01"E	42.43'	90°00'33"
C186	30.00'	S87°20'43"W	42.43'	90°00'00"
C187	30.00'	N03°28'47"E	37.65'	77°43'52"
C188	130.00'	S03°29'04"W	163.16'	77°44'24"
C189	130.00'	S31°23'16"E	18.13'	07°59'45"
C190	130.00'	S22°51'17"E	20.56'	09°04'13"
C191	130.00'	S13°53'40"E	20.06'	08°51'00"
C192	130.00'	S05°02'41"E	20.06'	08°51'00"
C193	130.00'	S03°54'55"W	20.56'	09°04'13"
C194	130.00'	S13°55'48"W	24.83'	10°57'33"
C195	130.00'	S26°29'43"W	32.07'	14°10'17"
C196	130.00'	S37°58'04"W	19.89'	08°46'24"
C197	30.00'	N02°38'44"W	42.43'	90°00'00"
C198	30.00'	N21°26'57"E	21.41'	41°48'37"
C199	30.00'	N23°33'03"W	24.50'	48°11'23"
C200	30.00'	S87°21'16"W	42.43'	90°00'00"
C201	30.00'	N02°38'44"W	42.43'	90°00'00"
C202	30.00'	N87°20'59"E	42.42'	89°59'27"
C203	70.00'	S02°39'01"E	99.00'	90°00'33"
C204	70.00'	S15°06'14"E	75.33'	65°06'05"
C205	70.00'	S29°54'02"W	30.19'	24°54'27"
C206	100.00'	S02°39'01"E	141.43'	90°00'33"

LINE TABLE		
LINE	BEARING	LENGTH
L106	N42°20'43"E	20.00'
L107	N87°21'16"E	31.82'
L108	N42°20'43"E	27.58'
L109	N33°47'05"W	18.54'



SHEET INDEX
SHEET 1 OF 5 - LEGAL DESCRIPTION, DEDICATION, NOTES
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ALLEN & COMPANY
Professional Surveyors & Mappers

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. CMS0343396
For All approved and required subdivision improvements for Osceola Village Center (DRC# 19-00100)
Dated effective 04/05/2022 (MONTH, DAY, YEAR)
Executed by Stanley Martin Homes, LLC, as Principal, (PRINCIPAL)
And by RLI Insurance Company, as Surety, (SURETY)
And in favor of City of Kissimmee (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
-------------	------	----

Bond Description	All approved and required subdivision improvements for Osceola Village Center (DRC# 21-0060)	All approved and required subdivision improvements for Osceola Village Center (DRC# 19-00100)
------------------	--	---

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

04/05/2022

(MONTH, DAY, YEAR)

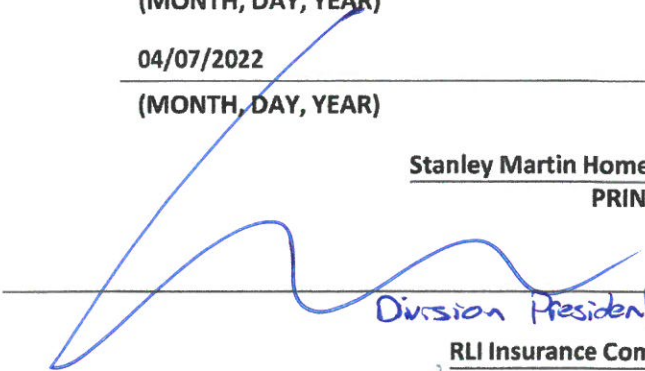
Signed and Sealed

04/07/2022

(MONTH, DAY, YEAR)

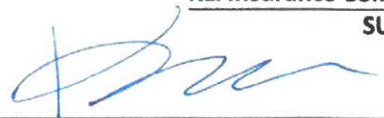
Stanley Martin Homes, LLC
PRINCIPAL

BY

 Division President TITLE

RLI Insurance Company
SURETY

BY


Kathleen M. Coen, ATTORNEY-IN-FACT

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary Giulietti, Holly Lynch, Philip Baker, Douglas P. Irvin, Kathleen M. Coen, Holly Tallone, Louis J. Bensinger, Tammy L. Orehek,

Doug Crowe, Renee Hugar, Julia Zalesky, jointly or severally

in the City of Farmington, State of Connecticut its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of April, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 12th day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of April, 2022.

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

SUBDIVISION BOND

Bond No.: CMS0343396

Principal Amount: 6,674,691.54

KNOW ALL MEN BY THESE PRESENTS, that we STANLEY MARTIN HOMES, LLC as Principal, and RLI Insurance Company an Illinois corporation, as Surety, are held and firmly bound unto **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, as Obligee, in the penal sum of Six Million Six Hundred Seventy Four Thousand Six Hundred Ninety One and 54/100 (Dollars) (\$6,674,691.54), lawful money of the United States of America, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, STANLEY MARTIN HOMES, LLC has agreed to construct in Osceola Village Center Subdivision, in City of Kissimmee, Florida the following improvements:

All approved and required subdivision improvements for Osceola Village Center (DRC# 21-0060)

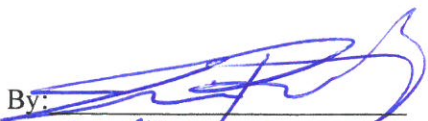
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

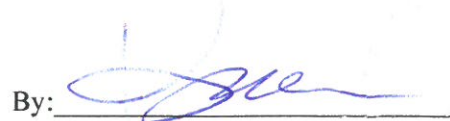
Signed, sealed and dated, this 5th day of April, 2022.

Stanley Martin Homes, LLC
Principal

RLI Insurance Company
Surety

By: 

VIC PRESIDENT OF LAND
JAMES A. REMICK

By: 

Kathleen M. Coen, Attorney-In-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary Giulietti, Holly Lynch, Philip Baker, Douglas P. Irvin, Kathleen M. Coen, Holly Tallone, Louis J. Bensinger, Tammy L. Orehek,
Doug Crowe, Renee Hugar, Julia Zalesky, jointly or severally

in the City of Farmington, State of Connecticut its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 12th day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Glover

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of April, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

Corporate Secretary

Admitted Assets

Investments:	
Fixed maturities	\$ 941,654,491
Equity securities	1,122,236,300
Short-term investments	0
Real estate	30,947,050
Properties held to produce income	0
Cash on hand and on deposit	47,740,062
Other invested assets	51,152,519
Receivables for securities	27,482
Agents' balances	86,151,757
Investment income due and accrued	7,413,030
Funds held	0
Reinsurance recoverable on paid losses	20,970,446
Federal income taxes receivable	399,789
Net deferred tax asset	0
Guarantee funds receivable or on deposit	39,285
Electronic data processing equipment, net of depreciation	608,401
Receivable from affiliates	2,556,493
Other admitted assets	2,439,639
Total Admitted Assets	\$ 2,314,336,744

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 686,262,614
Unearned premiums	277,750,198
Accrued expenses	72,969,006
Funds held	350,474
Advance premiums	12,334,552
Amounts withheld	78,066,493
Remittances and items not allocated	2,245,962
Dividends declared and unpaid	28,659
Ceded reinsurance premium payable	23,810,949
Payable for securities	2,315,086
Statutory penalties	289,600
Current federal & foreign income taxes	0
Federal income tax payable	10,763,540
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	15,714,222
Other liabilities	9,843,395
Total Liabilities	\$ 1,192,744,750
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	869,140,535
Total Surplus	\$ 1,121,591,994
Total Liabilities and Surplus	\$ 2,314,336,744

State of Illinois

County of Peoria

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2020.

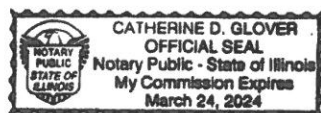
Attest:



{ Corporate
Seal
Affixed }

Craig Kliethermes President
Olga S. Happel Assistant Secretary

Sworn to before me this 11th day of March, 2021.



{ Notarial
Seal
Affixed }

Catherine D. Glover Notary Public, State of Illinois

**PERFORMANCE GUARANTEE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE and
STANLEY MARTIN HOMES, LLC**

THIS AGREEMENT is entered into this 11th day of April, 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church St. Kissimmee, Florida 34741, (the “City”), and **STANLEY MARTIN HOMES, LLC**, a Florida Limited Liability Company, whose principal business address is 28 E. Washington Street, Orlando, Florida 32801.

WITNESSETH

WHEREAS, STANLEY MARTIN HOMES, LLC is the developer of Osceola Village Center – DRC#19-00100, Parcel R332529-00U000160000 and R332529-00U000170000, located in the City of Kissimmee, Florida; and

WHEREAS, STANLEY MARTIN HOMES, LLC, submitted subdivision site improvement plans which included plans for infrastructure, landscape and recreational amenities for Osceola Village Center which were approved by the City of Kissimmee; and

WHEREAS, Pursuant to City Land Development Code 14-2-205, Subdivision Site Improvements, before a Plat is signed by the Mayor, all applicants shall be required to complete, all the street, sewer and other improvements, including lot improvements on the individual lots of the subdivision as required in this chapter, specified in the final subdivision plat, and as approved by the City Commission, and to dedicate the public improvements to the city free and clear of all liens and encumbrances on the property and public improvements thus dedicated; and

WHEREAS, City Code provides that in lieu of requiring the completion of all improvements prior to final plat approval, the City may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements as required by the City, and in a manner satisfactory to the City; and

WHEREAS, STANLEY MARTIN HOMES, LLC, as subdivider desires to enter into this Agreement to guarantee completion of improvements required by the City in lieu of completing site improvements, as permitted by the Land Development Code.

NOW, THEREFORE, in consideration of the premises, mutual promises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Performance Guarantees.**

A. STANLEY MARTIN HOMES, LLC provided the City a performance guarantee in the form of a Performance Bond # CMS0343396 in the amount of Six Million Six Hundred Seventy Four Thousand Six Hundred Ninety One and 54/100 (\$6,674,691.54), which is equal to 125% of the total cost of construction.

B. The Performance Bond was obtained from a surety bonding company authorized to do business in the state. The bond is payable to the City, in an amount sufficient to cover the entire cost of installing all contracted improvements, as estimated by subdivider and approved by the City Engineer. The duration of the bond shall be until such time as the improvements are accepted by the City in accordance with City Code.

3. **Time Limits.** The parties agree that the deadline for the completion of all required improvements, is one year from the date of final plat approval.
4. **Failure to Complete Improvements.** If any portion of the required bonded subdivision improvements shall fail to be accepted for dedication in accordance with City specifications as shown on the City approved engineering plans, within the allocated time period, either for reason of incompleteness or for reason of substandard construction, then the City shall declare the security that has been pledged as a guarantee to be forfeited. The City shall use the security to finance the completion of contracted improvements or the rebuilding of such improvements to the proper specifications. Unused portions of these securities shall be returned to the sub-divider, as may be appropriate.
5. **Certificate of Occupancy.** The parties acknowledge and understand that the City shall not issue any certificate of occupancy for any residential or non-residential building in the subdivision until such time as all the landscape and recreational amenities and any other required subdivision improvements are constructed and accepted by the City in accordance with development standards.
6. **Agreement Binding Upon Successors.** This Agreement shall be binding upon and extend to the successors and assigns of the respective parties hereto.
7. **Venue.** Venue for any action arising under this Agreement or any amendment or renewal shall be in the Osceola County, Florida.
8. **Florida Law.** This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Florida.
9. **Authority.** The individuals executing this Agreement on behalf of STANLEY MARTIN HOMES, LLC represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of their respective company.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2022.

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality.

City Attorney

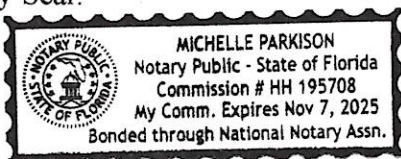
STANLEY MARTIN HOMES, LLC

Print Name: Eric Marks
Title: Division President

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of April, 2022, by Eric Marks, as Division President of STANLEY MARTIN HOMES, LLC who is personally known to me or has produced identification.

Notary Seal:



Notary: Michelle Parkison
Print Name: Michelle Parkison
My Commission Expires: 11.07.2025

STANLEY MARTIN[®]

HOMES

APPOINTMENT OF OFFICERS AND AUTHORIZED SIGNERS FOR STANLEY MARTIN HOMES, LLC As of January 15, 2022

1. Authority. Under the terms of the Amended and Restated Limited Liability Company Agreement of Stanley Martin Homes, LLC (the “Company”) dated February 1, 2021, as amended, the Managers of the Company have the authority to appoint officers of the Company and to grant signing authority to individuals within the Company.
2. Appointment of Officers and Authorized Signers.
 - a. The Managers appoint the individuals named in the table in Section 3 (the “Authorized Signers List”) to hold the office, title or signing authority indicated.
 - b. Each individual named in this list is an “Authorized Signer” or “Authorized Person”, with authority to act on behalf of the Company to the extent of the “Authority Level” shown (as further described in Section 4).
 - c. Those who have a title of Vice President and above, plus the Secretary, are to be considered officers of the Company.
 - d. Those who are named to positions within a particular Region or Division have authority within the designated Region and Division only (except as specifically noted) and should identify the applicable Region or Division when signing on behalf of the Company.
3. Authorized Signers List.

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
<u>Corporate</u>		
Martin K. Alloy	Founder	1
Steven B. Alloy	President and Chief Executive Officer	1
Michael E. Barrett	Chief Operating Officer	1
Randy L. Kotler	Chief Financial Officer and Treasurer	1
Joel S. Reed	Executive Vice President and General Counsel	1
Nick Jones	Chief Technology Officer	2
Lisa Lausten	Chief Marketing Officer	2
Michael J. Cleary	Vice President of Corporate Procurement	2
Debra S. Fletcher	Senior Vice President of Team & Culture	2
Joshua T. Hutzler	Senior Vice President of Corporate Manufacturing	2
Michael P. Langella	Vice President of Business Development	2
Bradley J. Lefkowitz	Associate General Counsel	2
Philip T. Jones	Associate General Counsel	2
Alexander T. McClain	Associate General Counsel	2
Jordan T. Stallings	Associate General Counsel	2
Atsuo Suzuki	Secretary	2

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
<u>Region</u>		
Lewis Birnbaum	Regional President (Maryland, Charleston, and Atlanta Divisions)	3
Karl A. Haslinger	Regional President (Charlotte, Columbia, Augusta, and Greenville Divisions)	3
Carla M. Pezzullo	Regional President (Northern Virginia, Charlottesville, Richmond, Coastal Carolina, and Raleigh Divisions)	3
Robert M. Bennett	Regional Vice President of Land (Charlotte, Coastal Carolina, Augusta, and Greenville Divisions)	5
Jeremy W. Swink	Vice President of Land (Charlottesville and Richmond Divisions)	5
<u>Division</u>		
<u>Maryland Division</u>		
Joseph J. Trubiano	Division President	4
Brandon J. Gurney	Vice President of Land	5
Matt A. Honacki	Vice President of Sales	5
Jimmy Gerogiannis	Director of Field Operations	5
Lynn Reich	Director of Field Operations	5
Scott S. Scheide	Director of Purchasing	5
Naomi Edwards	Sales Operations Manager	6
<u>Northern Virginia Division</u>		
Thomas A. Twomey	Division President	4
Jessica Martin	Vice President of Sales	5
J. Truett Young	Vice President of Land	5
Michael A. Taylor	Vice President of Production	5
Michael E. Ames	Director of Land Development	5
Ryan M. Glennon	Director of Land Development	5
Scott S. Scheide	Director of Purchasing	5
Randi L. Castillo (formerly Randi L. Grimsley)	Sales Operations Manager	6
<u>Charlottesville Division</u>		
Lauren G. McCarthy	Division President	4
William D. ("Doug") Rush	Director of Field Operations	5
Dennis D. Underwood	Director of Field Operations	5
Landon C. Hutt	Director of Purchasing	5
Kayla M. Wynn	Sales Operations Manager	6
<u>Richmond Division</u>		
Carla Pezzullo	Division President	4
Charles D. Jones	Vice President of Production	5
Kathryn P. Willis	Director of Sales	5
Ken B. Stubenhofer	Director of Land Development	5
Nicholas Choi	Director of Purchasing	5

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
Brooke Laub	Sales Operations Manager	6
	<u>Raleigh Division</u>	
W. Hampton Pitts	Division President	4
Bradley J. Gasperini	Director of Field Operations	5
Alex J. Capps	Director of Land Acquisition	5
Brian K. Ketchem	Director of Land Development	5
Stephanie L. Miller	Director of Sales	5
Amy K. Anderson	Sales Operations Manager	6
	<u>Charlotte Division</u>	
William ("Greg") Stallard	Division President	4
Jeremy J. Tesimale	Director of Field Operations	5
Maria A. Bansal	Director of Sales	5
Tammy M. Sillmon	Director of Purchasing	5
Philip M. ("Matt") Delkeskamp	Director of Purchasing	5
Haley E. Winters	Sales Operations Manager	6
	<u>Greenville Division</u>	
Patrick McNair	Division President	4
David M. Giardina	Director of Field Operations	5
Paul F. Gray	Senior Land Development Manager	5
Susan M. Steck	Director of Sales	5
Cameron D. Young	Director of Purchasing	5
Laura L. Britigan	Sales Operations Manager	6
	<u>Coastal Carolina Division</u>	
Matt M. Walters	Division President	4
Steven N. Sappe	General Sales Manager	6
Tammy M. Sillmon	Director of Purchasing	5
Haley E. Winters	Sales Operations Manager	6
	<u>Columbia Division</u>	
Michael J. Cancilla	Division President	4
Wayne D. Sharpe	Vice President of Production	5
Sally R. Hoard	Vice President of Sales	5
Charles D. Barber	Director of Purchasing	5
Angela M. Bouknight	Sales Operations Manager	6
Lynda C. Apple	Sales Operations Coordinator	6
	<u>Augusta Division</u>	
Patrick N. Bukszar	Division President	4
Casey Williams	Director of Sales	5
John T. Morton	Director of Field Operations	5
Joe A. Halbert	Director of Purchasing	5
Luke T. Boatright	Land Acquisition Manager	5
Laura Ferrazzano	Sales Operations Manager	6
	<u>Charleston Division</u>	
Mark S. Lipsmeyer	Division President	4

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
Nicholas A. Bessho	Director of Field Operations	5
Roger B. Hunt	Director of Land Development	5
Renee L. McCoy	Director of Sales	5
Benjamin J. McNeel	Director of Purchasing	5
Hallie C. Lipsmeyer	Sales Operations Manager	6
<u>Atlanta Division</u>		
Kyle Upper	Division President	4
Jack S. Dillard	Vice President of Production	5
Lee Danielly	Director of Land Acquisition	5
Paul W. Karpowich	Director of Purchasing	5
John P. Lydon	Director of Land Development	5
Pablo Savetman	Director of Sales	5
Yvonne B. Barrineau	Sales Operations Manager	6
<u>Orlando Division</u>		
Eric B. Marks	Division President	4
Jeffery L. Huebner	Vice President of Production	5
James A. Reinert	Vice President of Land	5
Kirk E. Klaffer	Vice President of Sales	5
Michael A. Connor	Purchasing Manager	5
Marialis Figueroa-Negron	Sales Operations Manager	6
<u>Custom Homes Division</u>		
Michael E. Schnitzer	President – Custom Homes Division	2

4. Scope of Authority. The Authorized Signers have the following authority based on the level for the person's title:

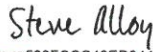
- Level 1 ("Executive Officers"): Each Authorized Signer in this level is considered an "Executive Officer" and has the authority and duty to oversee, manage and administer the operations of the Company that are normally associated with the office to which such individual has been appointed, as limited by the last sentence of this paragraph. Among other things, each is authorized to execute and deliver, on the Company's behalf, any and all documents, instruments and information related to the management and operation of the Company, including, but not limited to, loan documents, contracts to purchase or sell real estate, leases, license agreements, contracts and agreements of various kinds, deeds, applications, affidavits, certifications, submissions, documents related to employment and benefits matters, and financial reports. The authority described in this paragraph extends to all current and future operations of the Company wherever located. This authority includes the authority to sign all documents and instruments that may be signed by any other category of "Authorized Signers". The authority of the Executive Officers is subject to the limitations that are placed upon the Executive Officers of Stanley-Martin Communities, LLC ("Parent Company"), the sole member of the Company, by the Board of Directors of the Parent Company.
- Level 2 ("Corporate Officers"): Each Authorized Signer in this level is authorized to execute and deliver, on the Company's behalf, letters of intent, confidentiality and non-disclosure agreements, applications, submissions, contracts and agreements of various kinds, bids, offers, and the like that are directly related to the person's area of responsibility with respect to the operations of the

Company, wherever located. This authority is subject to any limitations placed upon it by the Executive Officers.

- Level 3 (“Regional Officers”): Each Regional Officer is authorized to execute and deliver, on the Company’s behalf, any and all documents, instruments and information related to the management and operation of the Company (but only as to the Region specified), including, but not limited to, contracts to purchase or sell real estate, leases, license agreements, contracts and agreements of various kinds, deeds, applications, affidavits, certifications, submissions, documents related to employment and benefits matters. This authority includes the authority to sign all documents and instruments that may be signed by any “Authorized Signer” in Level 4, Level 5 and Level 6. This authority is subject to any additional limitations placed upon it by an Executive Officer.
 - Level 4 (“Division Presidents”): Each Division President is authorized to execute and deliver, on the Company’s behalf, any and all documents, instruments and information related to the management and operation of the Company (but only as to the Division specified), including, but not limited to, contracts to purchase or sell real estate, leases, license agreements, contracts and agreements of various kinds, deeds, applications, affidavits, certifications, submissions, documents related to employment and benefits matters. This authority includes the authority to sign all documents and instruments that may be signed by any “Authorized Signer” in Level 5 and Level 6. This authority of Division Presidents is subject to any additional limitations placed upon it by the Regional President or by an Executive Officer.
 - Level 5 (“Division Senior Managers”): Each Division Senior Manager is authorized to execute and deliver, on the Company’s behalf, letters of intent, confidentiality and non-disclosure agreements, applications, submissions, contracts and agreements of various kinds, bids, offers, and the like that are directly related to the person’s area of responsibility with respect to the operations of the Company (but only as to the Division specified). For example, a Division Senior Manager over sales has authority to sign home sales contract documentation. As a further example, a Division Senior Manager over land acquisition or development has authority to sign land or lot acquisition contracts, amendments, related agreements and closing documents, bonds, development agreements and other commitments, easements, rights-of-way, plats, zoning applications, land disturbance applications and permits, and all other documentation to be submitted to governmental authorities in connection with the development of land, even if such documents have a term or life that exceeds one year. This authority is subject to any limitations placed upon it by the Division President or by the individual’s direct manager.
 - Level 6 (“Home Closing Personnel”): Each Authorized Signer in this level is authorized to execute and deliver on the Company’s behalf all documents and instruments necessary to the closing on the sale of homes from the Company to homebuyers, including, but not limited to, contracts, deeds, affidavits and closing statements, so long as the documents being signed are consistent with the sales contract signed by the Division President or the Division Senior Manager for sales. This authority is subject to any limitations placed upon it by the Division President.
5. Limitations on Authority. The general rules regarding “Scope of Authority” above are subject to the more specific designation of authority or limitation of authority set forth below:
- Loan Documents: Only Executive Officers have authority to sign promissory notes, deeds of trust, guarantees and other loan or financing documents, including loan draw requests.
 - Banking Authority: Only Executive Officers have authority to sign checks, although Chief Financial Officer may appoint other individuals who can sign checks in his absence.

- Invoice Approval Authority: All Authorized Signers are subject to further limitations on authority relating to the approval and payment of invoices and other amounts as may be established by the Company's accounting department, under the leadership of the Chief Financial Officer.
6. Delegation of Authority. An Executive Officer, Regional President or Division President may delegate any authority granted to such individuals by this document to another manager within the Company, but any such delegation must be in writing and must be for a limited scope and duration
 7. Use of Titles. When signing documents on behalf of the Company, an individual may use the office or title indicated above or may sign as an "Authorized Person" or "Authorized Signer".
 8. Ratification. The actions and transactions of the officers and authorized signers for the Company (including the signing of any documents on behalf of the Company) and their conduct of Company affairs prior to the date of this document are hereby ratified, confirmed and approved.
 9. Revocation of Authority. The authority of any individual who was named or identified in a version of an "Appointment of Officers" for the Company that is dated earlier than this document, but whose name is not on the list set forth above, is revoked effective as of the date set forth above. If an individual named above leaves the employment of the Company, all signing authority and officer appointments for that individual terminate immediately.

The Managers of the Company have executed this Appointment of Officers and Authorized Signers effective as of the date indicated above.

DocuSigned by:

533FCCC49ED9415...
Steven B. Alloy, Manager

DocuSigned by:

13802271CD6542C...
Randy L. Kotler, Manager

DocuSigned by:

0C60542BB6874CA...
Joel S. Reed, Manager

ITEM 7.I

Engineering Continuing Services contract extension with RS&H, Inc.

Request

Approval to extend the Engineering Continuing Services contract with RS&H, Inc.

Explanation

On March 20, 2018, the City entered into an agreement with RS&H, Inc. for the Engineering Continuing Services Contract to provide consulting services on a task basis. This contract was for two (2) years with the option of three (3) one-year extensions. Staff would like to request approval to extend this contract for the final one-year option with a new expiration date of March 20, 2023.

Recommendation

Staff recommends City Commission approval of the Continuing Engineering Service contract extension with RS&H, Inc. for one-year with a new expiration date of March 20, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. RS&H Contract Extension Letter

CITY OF
KISSIMMEE
1 8 8 3

April 14, 2022

Mr. Paul W. Markel, PE
301 E. Pine St, Suite 350
Orlando, Florida 32801

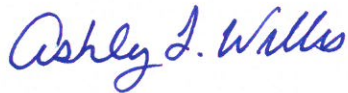
Re: Continuing Engineering Services Contract Extension

Dear Mr. Markel:

On March 20, 2018 the City of Kissimmee Commissioners approved the Agreement between The City of Kissimmee and RS&H for Continuing Engineering Services. Should you wish to continue this Agreement from "March 20, 2022 through March 20, 2023" with the City please sign below in blue ink and email a scanned color copy of the agreement back to us. A current Certificate of Liability should also be sent to us for our records as soon as possible.

If you have any questions please call us at 407-518-2169.

Sincerely,



Ashley Willis, P.E.
Assistant Director / City Engineer
Public Works & Engineering


Signed

Vice President

Title

April 14, 2022

Date

Signed

Mayor

Title

Date



Public Works & Engineering

101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165

ITEM 7.J

Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) for the construction of the West Oak Street at John Young Parkway Intersection Improvement Project

Request

Approval of the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement, authorizing the City Manager to execute and deliver to the FDOT the LAP Agreement for the construction of the West Oak St at John Young Pkwy Intersection Improvements project, and to amend the budget accordingly.

Explanation

Through the City's participation in Metroplan Orlando, the City has been able to secure funding from the FDOT by means of a LAP agreement for the construction of the West Oak St at John Young Parkway Intersection Improvements project in the amount of \$1,341,938.00, and Construction Engineering and Inspection (CEI) Services in the amount of \$328,312.

The project location is at the intersection of West Oak Street and John Young Parkway (State Road 600 / US 17 / US 92) in the City of Kissimmee. The project limits along West Oak Street begin approximately 662 feet west of John Young Parkway and end at approximately 607 feet east of John Young Parkway. Improvements include widening West Oak Street to provide continuous through lanes along Oak Street, from the westbound and eastbound directions at the John Young Parkway intersection.

The project will also include new asphalt pavement, signalization, lighting, drainage improvements, curb and gutter, traffic separators, sidewalks, gravity wall, guiderail/handrail, driveway reconstruction, detectable warning surfaces, signing and pavement markings, and landscaping. All pedestrian features shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required. All work will be constructed within the existing or acquired right of way.

Construction Engineering and Inspection (CEI) services for this project are being provided through the FDOT District's Continuing Services CEI contract. Federal funds in the amount of \$328,312.00, representing the negotiated CEI contract amount, have been programmed for this project. Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the City will be solely responsible for providing the additional funds that are necessary to complete the project.

While there is no City match required for the LAP agreement, the City will be required to deposit a 15% contingency cost associated with CEI Services in the amount of \$49,246.75 as described in the attached CEI Services agreement. If these funds are not used, they will be returned to the City.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
-----------	-----------	---------------------	--------	--------

15145656-506393	PW22XX	Increase	\$1,391,184.75	
15100334-334490	N/A	Increase	\$1,341,938.00	
10345656-506393	GT2209	Decrease	\$49,246.75	

Financial Summary:

Adequate funding for the City's 15% contingency cost for CEI services is available in Project GT2209.

Recommendation

Staff recommends Commission approval of the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement, authorizing the City Manager to execute and deliver to the FDOT the LAP Agreement for the construction of the West Oak St at John Young Pkwy Intersection Improvements project, and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. LAP Resolution - West Oak St
2. LAP Agreement 434916-1-58-01
3. CEI Services Contingency Agreement
4. Escrow Agreement

RESOLUTION NO. ____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT FOR WEST OAK ST AT JOHN YOUNG PARKWAY IMPROVEMENTS, FPN 434916-1-58-01.

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

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the West Oak Street at John Young Parkway improvement,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-58-01.

DONE AND RESOLVED this ____ day of ____, 2022.

This Resolution shall take effect immediately upon its passage.

Dated this ____ day of _____, 2022.

ATTEST:

Mayor-Commissioner

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
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FPN: <u>434916-1-58-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D518 104 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACSU</u>	Fund: _____	Fund: _____
Org Code: <u>55054010508</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>92</u>	Contract No: _____	
Recipient Vendor No: <u>F596000348006</u>	Recipient Unique Entity ID SAM No: <u>DPHBBJP7RHY3</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the West Oak Street Intersection Improvements at John Young Parkway project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before March 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,341,938.00 (One Million Three Hundred Forty-One Thousand Nine Hundred Thirty-Eight Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,341,938.00 (One Million Three Hundred Forty-One Thousand Nine Hundred Thirty-Eight Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 2 of 15

- c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
 - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
 - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 434916-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
the City of Kissimmee (the Recipient)

PROJECT LOCATION:

- ☒ The project is on the National Highway System.
- ☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This project includes the construction of roadway improvements at the intersection of West Oak Street and John Young Parkway (State Road 600 / US 17 / US 92) in the City of Kissimmee. The project limits along West Oak Street begin approximately 662 feet west of John Young Parkway and end at approximately 607 feet east of John Young Parkway. The total length, along West Oak Street, is approximately 0.242 miles.

Improvements include widening West Oak Street to provide continuous through lanes along Oak Street, while maintaining the right and left turn lanes from the westbound direction and the left turn lane from the eastbound direction at the John Young Parkway intersection. The right turn only lane from the eastbound direction will be changed to a through lane, removing the right turn only restriction. The project will also include asphalt milling, overbuild and resurfacing, new asphalt pavement including base and stabilization, signalization, lighting, drainage improvements including underdrains, curb and gutter, traffic separators, sidewalks including a parcel access ramp, gravity wall, guiderail/handrail, driveway reconstruction, detectable warning surfaces, signing and pavement markings, and landscaping. Mobilization, maintenance of traffic, erosion control, clearing & grubbing, concrete removal, earthwork, and sod are also included.

All pedestrian features shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required. All work will be constructed within the existing or acquired right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and quarterly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by July 21, 2022.
- b) Construction Duration of 418 calendar days.
- c) Construction to be completed (Final Acceptance) by November 4, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$328,312.00, representing the negotiated CEI contract amount, have been programmed on the project (434916-2-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	FINANCIAL PROJECT NUMBER: 434916-1-58-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2021-2022 (LAP)	\$ <u>1,341,938.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,341,938.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,341,938.00	\$ 0.00	\$ 0.00	\$ 1,341,938.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,341,938.00	\$ 0.00	\$ 0.00	\$ 1,341,938.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$1,341,938.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT “L”

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called “Project Standards.” Specifically, the Recipient agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT “M”
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT “N”

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, “Engineering Study and Engineering Judgment”, of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b.** The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c.** The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d.** The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e.** The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

Agency: City of Kissimmee Vendor No: F596000348006	Fund: LF Contract Amount: \$49,247.00	Financial Project No.: 434916-2-62-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF KISSIMMEE**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and the CITY OF KISSIMMEE (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit “B”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: “West Oak Street Intersection Improvements at John Young Parkway”, said project being known as Financial Project Number (FPN) 434916-2-62-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2021/2022, said portion of the Project being known as FPN 434916-2-62-02, and said costs hereinafter referred to as “Federal-Aid Non-Participating Costs;” and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, as described in “Exhibit A”.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **\$328,312.00 (Three Hundred Twenty-Eight Thousand Three Hundred Twelve Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). ~~The Project is off the "State Highway System", therefore, in~~

~~accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.~~

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$328,312.00 (Three Hundred Twenty-Eight Thousand Three Hundred Twelve Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **\$49,247.00 (Forty-Nine Thousand Two Hundred Forty-Seven Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, on or before but no later than 7/21/2022, furnish the DEPARTMENT an advance deposit in the amount of **\$49,247.00 (Forty-Nine Thousand Two Hundred Forty-Seven Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit

exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5153
D5-LocalPrograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard, M.S. 3-506
DeLand, Florida 32720
PH: (386) 943-5406
D5-ConstructionSpecialProjects@dot.state.fl.us

LOCAL GOVERNMENT

Robert Masiku
Engineering Manager
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
(407) 624-0269
Robert.Masiku@kissimmee.gov

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for

in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF KISSIMMEE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

October 5, 2020

EXHIBIT “A”**SCOPE OF SERVICES**

This project includes the construction of roadway improvements at the intersection of West Oak Street and John Young Parkway (State Road 600 / US 17 / US 92) in the City of Kissimmee. The project limits along West Oak Street begin approximately 662 feet west of John Young Parkway and end at approximately 607 feet east of John Young Parkway. The total length, along West Oak Street, is approximately 0.242 miles.

Improvements include widening West Oak Street to provide continuous through lanes along Oak Street, while maintaining the right and left turn lanes from the westbound direction and the left turn lane from the eastbound direction at the John Young Parkway intersection. The right turn only lane from the eastbound direction will be changed to a through lane, removing the right turn only restriction. The project will also include asphalt milling, overbuild and resurfacing, new asphalt pavement including base and stabilization, signalization, lighting, drainage improvements including underdrains, curb and gutter, traffic separators, sidewalks including a parcel access ramp, gravity wall, guiderail/handrail, driveway reconstruction, detectable warning surfaces, signing and pavement markings, and landscaping. Mobilization, maintenance of traffic, erosion control, clearing & grubbing, concrete removal, earthwork, and sod are also included.

All pedestrian features shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required. All work will be constructed within the existing or acquired right of way.

The LOCAL GOVERNMENT will be responsible for providing funds for any Federal-Aid Non-Participating Costs including the initial amount of \$49,247.00.

The remainder of this page intentionally left blank.

EXHIBIT “B”
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the City of Kissimmee ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: West Oak Street Intersection Improvements at John Young
Parkway
Project #: 434916-2-62-02
County: Osceola

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

ITEM 7.K

Agreement with AMH Development LLC to repave Ixora Court in the Sunbelt Phase I Subdivision

Request

Approval of a maintenance bond agreement, hold harmless agreement, and temporary construction easement agreement between AMH Development, LLC, and the City of Kissimmee to repave Ixora Court in the Sunbelt Phase I subdivision.

Explanation

AMH Development, LLC, developer of 14 single-family homes located on Ixora Court within the Sunbelt Phase 1 subdivision, would like to mill and resurface Ixora Court, a public street, upon completion of building construction within the subdivision. This subdivision is located west of the Florida Turnpike and north of Mill Slough Road.

The developer has posted a maintenance bond in the amount of \$54,116.10 to guarantee the materials and workmanship of the repaving project for a period of one (1) year from the date the City certifies the work complete. The limits of paving are detailed within the temporary construction easement agreement.

Recommendation

Staff recommends Commission approval of the maintenance bond agreement, hold harmless agreement, and temporary construction easement agreement between the developer and the City of Kissimmee to repave Ixora Court in the Sunbelt Phase I subdivision.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Ixora Court Repaving - Maintenance Bond Agreement
2. Ixora Court Repaving - Bond No. 107537346
3. Ixora Court Repaving - Hold Harmless Agreement
4. Ixora Court Repaving - Temporary Construction Easement

MAINTENANCE, MATERIALS & WORKMANSHIP
WARRANTY BOND ESCROW AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT AMH Development, LLC, a Delaware limited liability company, whose address is 23975 Park Sorrento Suite 300 Calabasas, California 91302, hereinafter referred to as Developer, is held and firmly bound unto the CITY OF KISSIMMEE a political subdivision of the State of Florida, whose address 101 Church Street, Kissimmee, Florida 34741 as Obligee, in the full and just sum of Fifty Four Thousand One Hundred Sixteen and 10/100 Dollar (\$54,116.10) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds himself, his heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has developed and constructed 14 single family homes located on Ixora Court in the City of KISSIMMEE, Florida, known and identified as Lots 1 through 14 Sunbelt Phase 1 according to Plat Book 21, pages 66 to 69 of the public records of Osceola County and in connection therewith has agreed, with the approval of the City, to mill the top $\frac{3}{4}$ inch of the asphalt of Ixora Court and repave Ixora Court by adding $\frac{3}{4}$ " of asphalt of Ixora Court, Kissimmee, Florida (the "Repaving").

NOW, THEREFORE, THE CONDITIONS OF SAID OBLIGATION ARE AS FOLLOWS:

1. **WARRANTY BOND DEPOSIT**

The Developer provides a check, bond, or letter of credit to the City of Kissimmee the sum of \$54,116.10 being the amount for a maintenance guarantee of the Repaving

2. **TERMS OF WARRANTY BOND DEPOSIT**

If any portion of the Repaving for should fail or need correcting in any manner within one (1) year from the date of the City certifies the Repaving complete, the City of Kissimmee shall notify Developer in writing of same. If Developer refuses to correct the problem, then the City of Kissimmee will correct it and make payment from the escrow

agreement held in the name of the Developer.

3. TERMINATION

This Agreement shall terminate one (1) year from the date the City certifies the improvements are complete unless the Developer still owes the City of KISSIMMEE a sum of money for the balance due on a bill or a delinquent bill, or unpaid bills have not been received or disbursed.

IN WITNESS WHEREOF, this Agreement has been executed on this the _____ day of _____, 20____, each of which shall be deemed an original.

CITY OF KISSIMMEE

By: _____
Name _____ - _____
Its: _____

DEVELOPER

AMH DEVELOPMENT LLC

By:  _____
Name BRAD EDWARDS
Its: VICE PRESIDENT

**MAINTENANCE
BOND**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No.: 107537346

KNOWN ALL BY THESE PRESENTS: That we AMH DEVELOPMENT LLC,
as Principal, and Travelers Casualty and Surety Company of America, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto CITY OF KISSIMMEE, as Oblige, in the
total sum of FIFTY FOUR THOUSAND ONE HUNDRED SIXTEEN AND 10/100
U.S. Dollars (\$54,116.10) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Oblige dated _____ for
TO PERFORM CERTAIN REPAVING WORK AS SPECIFIED IN THE MAINTENANCE, MATERIALS AND WORKMANSHIP
WARRANTY BOND ESCROW AGREEMENT - Sunbelt ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of ONE (1) year(s) commencing on THE DATE OBLIGEE CERTIFIES THE WORK COMPLETE (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 28th day of January, 2022.

(Principal)
AMH DEVELOPMENT LLC
By: [Signature]

Travelers Casualty and Surety Company of America
By: [Signature]
Susan M. Exline, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On JANUARY 28, 2022 before me, Janet C. Rojo, Notary Public
(insert name and title of the officer)

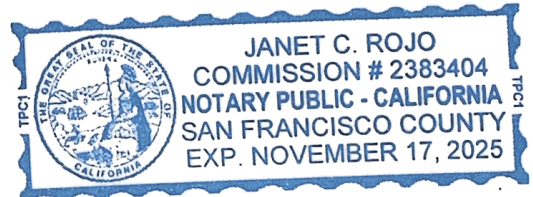
personally appeared Susan M. Exline,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet C. Rojo

(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan M Exline** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

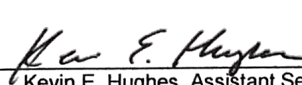
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **January**, **2022**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SUSAN EXLINE

License Number : W067482

Non Resident Insurance License

● 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

10/14/2011

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is executed this ____ day of _____, 2022, by **AMH DEVELOPMENT LLC** (the "Developer"), a Delaware limited liability company, whose mailing address is 23975 Park Sorrento, Ste. 300, Calabasas, CA 91302, in favor of the **CITY OF KISSIMMEE** (the "City"), a Florida municipal corporation, whose mailing address is 101 Church Street, Kissimmee, FL 34741.

WHEREAS, Developer is completing construction of fourteen (14) single-family homes within the Sunbelt Phase 1 subdivision; and

WHEREAS, Developer seeks to mill and repave the asphalt on Ixora Court (the "Work"), a roadway previously dedicated to and accepted by the City via plat; and

WHEREAS, the Work consists of milling the top $\frac{3}{4}$ inch of the asphalt on Ixora Court and repaving same by adding $\frac{3}{4}$ of an inch of asphalt on Ixora Court; and

WHEREAS, in order to commence and complete the Work, Developer has submitted a Maintenance, Materials & Workmanship Warranty Bond Escrow Agreement in favor of the City for the estimated amount of \$54,116.10 for the improvements; and

WHEREAS, City consents to Developer's performance of the Work at Developer's sole expense and without any City monetary contribution; and

WHEREAS, City's obligation to issue Certificates of Occupancy for the fourteen (14) single-family homes when construction is complete shall not be impaired by Developer's voluntary assumption of the Work; and

WHEREAS, City believes the Work is in City's best interest to help protect the public safety and welfare of residents along Ixora Court and others who traverse that public roadway.

NOW, THEREFORE, Developer hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Developer shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold City and its employees, officers, agents, representatives and subcontractors harmless from and against any claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorneys' fees), which may hereafter incur, become responsible for, or pay out as a result of any claims resulting from the Work, including but not limited to, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation, to the extent caused by any negligent or willful acts, errors or omissions by Developer, its contractors, agents, or representatives in connection with the Work and the real property thereunder. Notwithstanding the foregoing, CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.
3. This Hold Harmless Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising hereunder, the prevailing party shall be entitled to recover its legal fees and expenses and costs from the non-prevailing party.

IN WITNESS WHEREOF, Developer has executed this Hold Harmless Agreement as of this day and year first above written.



AMH Development, LLC
By Brad Edwards, Its
Title – Vice President

STATE OF Florida
Osceola COUNTY)

The foregoing instrument was acknowledged before me this 19th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by _____, who is personally known to me or has produced identification.

Notary Seal:



Rina Orlando
Comm.: HH 207069
Expires: Feb. 7, 2026
Notary Public - State of Florida

Notary: R. Orlando

Print Name: Rina Orlando

My Commission Expires: HH207069

THIS INSTRUMENT RETURN TO:
Linda Hansell, City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

THIS INSTRUMENT PREPARED BY:
Kalanit Oded, Deputy City Attorney
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

(From City of Kissimmee to AMH Development)

THIS TEMPORARY CONSTRUCTION EASEMENT is made this__ day of _____, 2022, between, the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter: the "Grantor") and **AMH DEVELOPMENT LCC**, a Delaware limited liability company, whose mailing address is 23975 Park Sorrento, Ste. 300, Calabasas, CA 93102 (hereinafter: the "Grantee.")

WITNESSETH:

That for and in consideration of \$10.00, and the mutual benefits, covenants, and conditions herein contained, the receipt and sufficiency all of which is hereby acknowledged, Grantor hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its agents and assigns, this Temporary Construction Easement (hereinafter: "Easement") for purposes milling an repaving Ixora Court; and ingress to and egress to the Easement area (hereinafter: the "Work.") Said Easement is legally described as lying and situate in the County of Osceola, State of Florida, to-wit:

Ixora Court (50.00' Right of way) as shown on the SUNBELT – PHASE I plat, recorded in Plat Book 22, Page 67 of the Public Records of Osceola County Florida.

(hereinafter: the "Easement Area.")

By delivery of this Easement, Grantor covenants not to interfere with the conduct of the Work within the Easement Area. This Easement shall expire upon the completion of the Work.

Grantee agrees to indemnify and hold harmless the Grantor from all liabilities, claims, damages, losses, costs and expenses, including attorneys' fees and litigation costs, resulting from or arising out of use of the Easement Area by Grantee, its employees, contractors, sub-contractors, materialmen, laborers and its or their agents.

In no event shall Grantee's interest in the Easement Area be subject to liens arising from Grantee's use of the Easement Area and Grantee shall promptly cause any such lien

imposed against the Easement Area to be discharged or bonded off.

Nothing herein shall render Grantee or the Work performed within the Easement Area to be exempt from all applicable laws, rules, regulations, ordinances, resolutions, policies or procedures, including but not limited to permitting requirements.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective Parties hereto.

(Signature page to follow.)

IN WITNESS WHEREOF, the undersigned have executed this Temporary Construction Easement the day, month, and year first set forth above.

Signed, sealed and delivered
in the presence of:

Witness #1 Signature

Witness #1 Name

Witness #2 Signature

Witness #2 Name

CITY OF KISSIMMEE, a Florida municipal
corporation

By: _____
Olga Gonzalez, Mayor

(City Seal)

ATTEST:

Linda Hansell, City Clerk

**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 Olga Gonzalez who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

The foregoing Temporary Construction Easement is accepted and agreed to by **AMH DEVELOPMENT LLC**, a Delaware limited liability company, this ____ day of _____, 2022.

AMH DEVELOPMENT LLC, a Delaware limited
liability company



Name: Brad Edwards
Title: Vice President

ITEM 7.L**Resolution to Accept a Public Transportation Grant Agreement from the Florida Department of Transportation for the Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport****Request**

Approval of a Resolution to accept a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport.

Explanation

FDOT is offering a grant in the amount of \$448,000 for the design of infrastructure development (auto parking, utilities, aircraft apron parking and taxiway connection). Parcel 8 is located at the airport, west of MLK Blvd. and Dyer Blvd. and will provide the opportunity for aviation business development. Staff is requesting approval of the PTGA to assist with funding the design project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46100334-334410	APXXXX	Increase	448,000	
47070106-506393		Increase	448,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$560,000.00 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 450681-1-94-01) - \$448,000
Kissimmee Gateway Airport - \$112,000

The balance needed for the City match will be provided by Airport reserves in the amount of \$112,000 based upon a subsequent agenda item requesting a transfer from reserves.

Recommendation

Staff recommends Commission approval of a Resolution to accept a PTGA from FDOT for the Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Adopt
Approve

Department: Airport
Presenter:

Attachment(s):

1. Resolution PTGA for Design of Infrastructure for Parcel 8
2. FDOT PTGA Design of Infrastructure for Parcel 8 at Kissimmee Gateway Airport Project

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the Design of Infrastructure for Parcel 8 Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 450681-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of May 2022.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 01/22

Financial Project Number(s): (item-segment-phase-sequence) 450681-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number: _____	DDR	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000348026
Contract Number: _____			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Parcel 8 Infrastructure at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. — If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

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- a. The estimated total cost of the Project is \$560,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$448,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

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but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that

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appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design and Bidding Services for the Development of Parcel 8 West of Dyer Blvd and East of Runway 15 \ Taxiway A. The project will support future development on this parcel as an essential revenue producing property to sustain the Airport.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure Design and Bid Services: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permit preparation and application fees. Design of pavement (access roadways, parking lots, and sidewalks), drainage, utilities, pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the design and conduct Bid Services of this project. The Sponsor will comply with Aviation Program Assurances.

The design project consists of associated airside and landside improvements to support complementary revenue producing hangar and office buildings. Airside improvements consist of apron space for parking and circulation of small aircraft, and access taxi-lane from Taxiway Alpha, and incidental storm, drainage, marking, lighting, and signage. Landside improvements consist of sidewalks, auto parking, utilities, storm, drainage, and landscaping, and other incidentals necessary for design and permitting. The costs indicated are for the design of site development improvements necessary to support the buildings (buildings and everything inside the buildings are not included).

D. Deliverable(s): Final closeout documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Material.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
450681-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$448,000.00
450681-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$112,000.00
Total Financial Assistance							\$560,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$448,000.00	\$112,000.00	\$0.00	\$560,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$448,000.00	\$112,000.00	\$0.00	\$560,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Joseph A. Jerkins

4/11/2022

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$448,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

ITEM 7.M

Amendment No. 12 to the Professional Service Agreement with AVCON, Inc.

Request

Approval of Amendment No. 12 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for technical design engineering services in connection with Parcel 8 Airpark development site work - design and permitting.

Explanation

Due to the experience of AVCON Inc. in the aviation and planning field, the Kissimmee Gateway Airport has selected AVCON, Inc. to provide professional services to oversee the completion of technical design engineering services in connection with Parcel 8 Airpark development site work - design and permitting.

AVCON has ample experience working at Kissimmee Gateway Airport since 2008 and understands the airport's history, environment, and vision. In addition, AVCON has recently updated FDOT's Airport Master Plan Guidebook, illustrating their understanding and close relationship to FDOT.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46100334-334410 46170100-509276 47070106-506393	APXXXX		448,000 112,000 560,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$560,000.00 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 450681-1-94-01) - \$448,000
Kissimmee Gateway Airport - \$112,000

The balance for the City match will be provided by Airport reserves in the amount of \$112,000.

Recommendation

Staff recommends Commission approval of Amendment No. 12 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for technical design engineering services in connection with Parcel 8 Airpark development site work - design and permitting.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. AVCON Amendment 12 Design of Infrastructure for Parcel 8



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

AMENDMENT NO. 12
TO THE
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)

AND

AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)

This is an AMENDMENT entered into, effective this _____ day of _____, 20____, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated December 19, 2017, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical design engineering services in connection with Attachment A as follows:

PARCEL 8 AIRPARK DEVELOPMENT SITE WORK – DESIGN AND PERMITTING

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein.

The **LUMP SUM COST** of this AMENDMENT is Five Hundred Twenty One Thousand Sixty Dollars and Zero Cents (**\$521,060.00**) as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The anticipated construction phase of the physical project improvements is understood to be approximately \$6M to \$8M, to be completed at a later date. The SPONSOR project representative and **AVCON** shall jointly determine interim production and review milestones.

This AMENDMENT and all referenced attachments shall constitute the complete work order for this assignment.

Client Concurrence:

CITY OF KISSIMMEE

By: _____
Authorized Signature

Honorable Olga Gonzalez

Mayor - Commissioner

Date: _____

ATTEST

Date: _____

Approved as to form and legality

City Attorney

Date

Consultant Concurrence:

AVCON, INC.

By: _____
Authorized Signature

James A. Kriss

Vice-President

Date: 4/21/22

_____
ATTEST

Date: 4/21/22

ATTACHMENT A
SCOPE OF SERVICES FOR
CITY of KISSIMMEE GATEWAY AIRPORT
PARCEL 8 AIRPARK DEVELOPMENT SITE WORK – DESIGN AND PERMITTING
FDOT FPN: 450681-1

This Scope of Services includes the design and permitting services to generate construction documents for the Parcel 8 Airpark Development Site Work project, and associated improvements. The following terms are utilized: SPONSOR or Airport – City of Kissimmee Gateway Airport; CITY – City of Kissimmee, CONSULTANT – AVCON, Inc; DISTRICT or SFWMD – South Florida Water Management District; FDEP/DEH – Florida Department of Environmental Protection / Department of Environmental Health; ACOE – Army Corps of Engineers, FAA – Federal Aviation Administration, FDOT – Florida Department of Transportation, KUA – Kissimmee Utility Authority, TWA – Tohopekaliga Water Authority, FWC – Florida Fish and Wildlife Conservation Commission.

I. PROJECT DESCRIPTION

This project consists of the design and permitting necessary for the construction of airside and landside civil, electrical, power, and utility improvements to support the Parcel 8 Airpark Development area on the Kissimmee Gateway Airport. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards.

This project consists of the development of the Parcel 8 area to include the site work design and permitting necessary to support proposed aircraft hangar and client delivery center structures (designed by others).. A part of this element of the project will require the generation of several concept level option development and construction phasing plans, including color renderings, for coordination of future enhancements by the Airport\potential tenants, based on funding.

II. TASKS

The design services will be performed by:

CONSULTANT: AVCON, Inc.

The Design Services performed by the CONSULTANT can generally be described as preliminary and final design, permitting, bidding, and specialty data collection services.

The Scope of Services for the CONSULTANT is broken out into **BASIC SERVICES** and **SPECIAL SERVICES**.

BASIC SERVICES includes:

A. Preliminary Design

- a. Project Coordination

Review record drawings, interview Sponsor staff, visit the site, and conduct a field analysis of the existing conditions pertinent to the PROJECT; generate and review sub-consultant scopes of work and schedule; establish billing and reporting procedures; establish lines of communication, etc. Conduct and submit minutes from Pre-design meeting.

b. Preliminary Investigations

Coordinate pre-design geotechnical investigation, topographic survey requirements, existing drainage conditions, existing electrical conditions, and coordinate and/or monitor the field activity of each with the Airport.

c. Analyze design soils exploration report, survey data, existing drainage, and electrical conditions.

Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate and determine suitability of subgrade materials for use as a foundation for the new pavement structures. Evaluate the existing topographical features. Determine electrical conditions and routing at the airfield within PROJECT limits.

d. Define Design Parameters

Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the Sponsor. Work with tenants to develop any special phasing plans for staged construction concepts. Provide exhibits to SPONSOR and tenants, and attend meetings to review and modify concepts..

e. Develop Design

Based on existing soils and materials conditions and consideration of the loading of the design traffic, assess most technically and economically appropriate alternatives and develop design for the site work pavements. Review environmental and geotechnical reports to develop preliminary drainage and environmental mitigation concepts and begin drafting designs.

f. Coordinate Preliminary Project Layout & Phasing Plans

Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits, identify all pertinent existing facilities both within and immediately adjacent to construction limits, as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

B. Final Design

a. Finalize Construction Plans

Complete the plan set to include, at minimum: Cover Sheet, Summary of Quantities, Utilities and details, Project Site Plan with General Notes, Grading and drainage Plans, Typical

Sections and Paving Details, Marking and Signage Plan, Marking and Signage Details Sheet, Electrical Lighting Plan, Electrical Details, Site lighting\photometrics, Cross-sections, Landscaping, Irrigation, for an estimated total of approximately *150 to 200 Plan Sheets*. Slight variation may occur to this list depending upon the scale chosen by the CONSULTANT.

b. Prepare Project Manual and Design Reports

FAA Standard Airport General Provisions and Technical Specifications per AC 150/5370-10 - latest edition at the time of execution of this Professional Services Agreement will be used as a basis in the preparation of the project manual for the PROJECT. In addition, the CONSULTANT will prepare an Engineer's Report (ER) with cost estimate, Construction Management Plans (CMP), and Construction Safety and Phasing Plan (CSPP), for submission to the SPONSOR and others. The CMP and CSPP documents will not be considered complete until a successful bidder has been selected. Landside design engineering specifications will include FDOT standard Road and Bridge specifications as necessary where FAA specifications may not cover required design elements. In addition, local utility provider details and specifications will be included, but not limited to, TWA and KUA.

c. Conduct 60% Plan Review with Sponsor.

Submit 60% plans to the Sponsor and others for approval. A 60% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to written review comments.

d. Conduct a 90% Plan Review with Sponsor.

Submit 90% plans and Engineer's Report and other documents necessary to bid the project, to the Sponsor and others for review. A 90% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to 90% Sponsor written review comments. It is understood that once the Sponsor comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments into the 100% documents. Submit 7460-1 and CSPP to FAA for permitting.

e. Submit 100% Bid Documents

Generate and print / submit 3 sets of 100% complete construction plans for the Sponsor to distribute to the FDOT, and others, ready for bidding.

C. Bidding

1. Assistance with the actual advertising for bids, including assistance with advertisements for newspapers and construction trade publications. The actual cost of advertisement is included (bid invitation advertisement fee).
2. Assist SPONSOR in issuance of bid documents. Prepare, order, and assimilate bid sets including the construction plans and project manual to registered plans holders. Coordinate with plans rooms, SPONSOR, and others to arrange for delivery of bid sets, receive orders for bid sets, as well as manage and administer of bid sets in-house and to registered plans holders. Maintain a listing of registered plans holders, and dissemination to concerned

parties.

3. Attend and assist the SPONSOR at one bid opening, advise as to matters relating to design, and coordinate pre-bid site review, as they may arise during the bidding period. A pre-bid conference will not be mandatory for contractors to attend, in order for them to bid the project.
4. Prepare addenda as required and/or proposals, formulate responses to bidder questions, modify the plans and specifications as necessary, and general coordination and interpretation of the technical aspects of the bid documents.
5. Advise and make recommendations to SPONSOR during bidding, review the bids received as to the low responsive bidder quality, insurances, and references, and make determinations as to the efficacy of the bids. Prepare a recommendation to award letter, including a comprehensive bid tabulation with engineer's estimate. Coordinate with low responsive qualified bidder.

SPECIAL SERVICES include:

A. Project & Cost Administration

1. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, SPONSOR, and funding agencies of new developments throughout the design phase of the project.
2. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the SPONSOR and interested parties to inform them of the goals and objectives of the design phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will notify the SPONSOR and FAA immediately of any impacts to the budget.
3. Accounting Administration – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out all phases of the project. The CONSULTANT will prepare and submit monthly invoices to the SPONSOR for services provided to the SPONSOR and for costs incurred by the CONSULTANT and its sub-consultants.
4. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the SPONSOR, FDOT, the FAA, and other interested parties; disseminating interim project information to the SPONSOR, FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of six (6) years.

B. Disadvantaged Business Enterprise (DBE) Goal and Methodology Update

The CONSULTANT will update the DBE goals and goal-setting methodologies, in accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The CONSULTANT will prepare the DBE program annual update to the FAA and revise the Airport's Overall DBE Goal Setting Methodology as required by Federal rules. These services would be conducted in accordance with the requirements of 49 CFR Part 26 for the Airport. Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts.

C. City/TWA DRC Permitting Process

The CONSULTANT shall make submittals to the City Development Review Committee process and apply for pertinent permits from the various City departments, including engineering, building, fire, planning, zoning, police, airport, as well as KUA and TWA, and any others requiring reviews. The CONSULTANT will address comments and provide responses, in cooperation with the SPONSOR, and tenant's selected Architectural representatives, and their building engineers.

D. SFWMD Permitting - Storm Water Management Permit Application

The CONSULTANT will prepare full calculations, sketches, and descriptions, and prepare appropriate letters and applications for the SPONSOR to submit to the South Florida Water Management District (SFWMD) to obtain a permit modification to the existing Airport master drainage permit for the PROJECT. The project fee is based on a full application with supporting calculations, modeling, reports, and application fee, as necessary per DISTRICT rules. It is anticipated that the existing storm-water management facility will need to be modified to accommodate the proposed improvements.

E. FDEP/DEH Permitting

The CONSULTANT will prepare sketches, applications, calculations, and reports, and supporting documentation to obtain a permit from FDEP and the local DEH, for the sanitary facilities, potable water, and fire protection utilities necessary to support the proposed developments.

F. Topographic Land Survey

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a survey which defines the horizontal and vertical limits of all physical features of the existing site that will be altered for the construction of the new facilities included in the PROJECT. The survey will locate all physical features and provide as necessary grades of the existing ground, buildings, sanitary, water, power and telephone distribution utilities, existing airfield cable utilities, and FAA/NOAA facilities providing the basis for the design.

G. Subsurface Utility Exploration (SUE) Survey

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a subsurface utility survey Quality Level (QL)- A (soft digs) and Quality Level B, ground penetrating radar (GPR) locates, as required by TWA to locate existing sanitary, potable, electrical, and data-comm utilities which may be impacted by the proposed project improvements. A total of 12 QL A will be provided to verify QL B, flagged, and record drawing utility locations and depths. Utilities will be tied to the survey control grid provided by topographic land survey sub-consultant.

H. Geo-technical Testing Program

The CONSULTANT will retain a qualified professional geo-technical testing services firm to perform investigations of the existing on-site subsurface soil conditions, in accordance with FAA procedures which will enable the design of the PROJECT in accordance with FAA criteria. In addition, deep borings will be collected for proposed building locations. Permeability tests for storm water calculations, Q-values, and California Bearing Ratio (CBR) tests will be performed for soil strength necessary for pavement and foundation designs.

I. Biotechnical Engineering and Permitting

The CONSULTANT will retain one or more qualified professional biotechnical review firms to review the existing project site for threatened and endangered species, and wetlands. The professional sub-consultants will prepare reports or letters, as appropriate, addressing any actionable items necessary to receive permits from relevant governing agencies, including FDEP, ACOE, SFWMD, and FWC. The physical construction of the project by a contractor may include elements of mitigation necessary, depending the results of the studies. This element includes an amount for mitigation banking deposit of 10% which may be necessary to secure the environmental permits, due to the potential for Florida Wood Stork habitats which could be impacted.

III. DELIVERABLES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A justification statement along with the deliverables below, or other means of verification will be provided with each invoice attesting to the work performed.
- 30% Design Plans – Unlimited PDF versions, 3 printed versions.
- 60% Design Plans - Unlimited PDF versions, 3 printed versions.
- 90% Design Plans - Unlimited PDF versions, 3 printed versions.
- 100% Design Plans - Unlimited PDF versions, 3 printed versions.
- Subconsultant reports - Unlimited PDF versions, 3 printed versions.
- Bid evaluation and Award Recommendation letter. Print and submit 1 copy, unlimited PDF versions.

EXHIBIT B – CONCEPTUAL PROJECT AREA EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

LEGEND

- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED DRIVEWAY
- PROPOSED PARKING
- PROPOSED DRY POND

PARKING: PHASE 1

TOTAL MINIMUM REQUIRED PHASE 1: 66
MINIMUM REQUIRED PHASE 2: 15
TOTAL: 82
(112 SHOWN)

PARKING: PHASE 2

TOTAL MINIMUM REQUIRED PHASE 2: 15
MINIMUM REQUIRED PHASE 1: 66
TOTAL: 82
(112 SHOWN)

MINIMUM REQUIRED PHASE 1: 66

MINIMUM REQUIRED PHASE 2: 15

TOTAL: 82
(112 SHOWN)

CONCEPT ONLY

GRAPHIC SCALE: 1" = 100'

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EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION

PARCEL 8 AIRPARK DEVELOPMENT SITE WORK – DESIGN AND PERMITTING

FDOT FPN: 450681-1

KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub-Task	Service Description	Compensation	Method
I. Basic Services			
1	A. Preliminary Design	\$54,180.00	Lump Sum
2	B. Final Design	\$216,720.00	Lump Sum
3	C. Bidding	\$14,640.00	Lump Sum
SUB-TOTAL Basic Services		\$285,540.00	
II. Special Services			
4	A. Project and Cost Admin	\$22,040.00	Lump Sum
5	B. DBE Goal and Methodology Update	\$10,270.00	Lump Sum
6	C. City/TWA DRC Permitting Process	\$46,800.00	Lump Sum
7	D. SFWMD Permitting	\$31,900.00	Lump Sum
8	E. FDEP\DEH Permitting	\$19,610.00	Lump Sum
9	F. Topographical Land Survey	\$34,205.00	Lump Sum
10	G. Subsurface Utility Exploration (SUE) Survey	\$24,422.00	Lump Sum
11	H. Geotechnical Testing	\$13,893.00	Lump Sum
12	I. Biotechnical Engineering and Permitting	\$32,380.00	Actual Cost\NTE
SUB-TOTAL Special Services		\$235,520.00	
GRAND TOTAL All Services		\$521,060.00	

NTE – Not to Exceed

DBE	Name	Type	Goal	
\$13,893.00	Cal-Tech Testing	Woman Owned	13.57%	DBE %
\$32,380.00	YB Environmental	Woman Owned	8.47%	Airport Goal %
\$24,422.00	LS Diversified	Woman Owned		
\$70,695.00	Subtotal			

ITEM 7.N

Transfer of Funds from Airport Reserves for Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport

Request

Approval to transfer funds from Airport Reserves to complete the City's funding match for the Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport.

Explanation

The Florida Department of Transportation (FDOT) is offering a grant in the amount of \$448,000 for the design of infrastructure development (auto parking, utilities, aircraft apron parking and taxiway connection). Parcel 8 is located at the airport, west of MLK Blvd. and Dyer Blvd. and will provide the opportunity for aviation business development. Staff is requesting approval of a budget transfer to provide the required match for the FDOT grant.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276	APXXXX	Decrease	112,000	
47070106-506393		Increase	112,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$560,000.00 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 450681-1-94-01) - \$448,000
Kissimmee Gateway Airport - \$112,000

Upon Commission approval, the balance needed for the City match will be provided by Airport reserves in the amount of \$112,000.

Recommendation

Staff recommends Commission approval to transfer funds from Airport Reserves to complete the City's funding match for Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter:

Attachment(s):
None

ITEM 7.O

Approval of an Interlocal Agreement between the School District of Osceola County and the City of Kissimmee

Request

Approval of an Interlocal Agreement relating to School Resource Officers at each district public school.

Explanation

During the 2018 legislative session, the Florida Legislature enacted the Marjory Stoneman Douglas High School Public Safety Act amending section 1006.12, which allows School Resource Officer programs in public schools. The Act requires each School District to partner with Law Enforcement Agencies to establish or assign one or more Safety School Officers to each public school within the School District. The Osceola County School Board desires the City of Kissimmee to provide law enforcement personnel as School Resource Officers (SRO) to each of the District Public School facilities within the city limits.

The Kissimmee Police Department has the personnel to place a full time SRO at the two (2) public middle schools and seven (7) public elementary schools, and two (2) full time SROs at the public high school within the City. The public schools are as follows: Osceola High School, Kissimmee Middle School, Denn John Middle School, Central Avenue Elementary School, Thacker Avenue Elementary School, Highlands Elementary School, Flora Ridge Elementary School, Kissimmee Elementary School, Cypress Elementary School, and Mill Creek Elementary School. In 2020-2021 and 2021-2022, the City Commission approved a similar contract that placed SROs in these public schools.

The School District cannot afford to fund the entire salary of each School Resource Officer but agrees to provide funds to the City in the amount of \$48,667.50 per officer. There are eleven (11) SROs assigned to the City public schools and a Sergeant to supervise the SROs. The School District has also agreed to fund one (1) detail officer to work at New Beginnings Education Center at the current Off Duty Detail rate. As of this agreement, the School District has agreed to fund one (1) full time and one (1) part-time Guardian floater to cover missed workdays by primary SROs. The total amount of the contract is \$735,063.00.

Recommendation

Staff recommends the Commission approve an Interlocal Agreement relating to School Resource Officers at each district public school.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Interlocal Agreement for SRO Contract - Signed by School District

INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF OSCEOLA COUNTY;
FLORIDA, THE CITY OF KISSIMMEE, FLORIDA; THE
CITY OF ST. CLOUD, FLORIDA; AND THE OSCEOLA
COUNTY SHERIFF'S OFFICE
RELATING TO SCHOOL RESOURCE OFFICERS AT EACH DISTRICT
MANAGED PUBLIC SCHOOL

THIS IS AN INTERLOCAL AGREEMENT by and between the School Board of Osceola County, Florida, a body corporate existing under the laws of the State of Florida; (hereinafter referred to as "School Board") the City of Kissimmee, Florida, a municipal corporation, (hereinafter referred to as "City of Kissimmee"); the City of St. Cloud, Florida, a municipal corporation, (hereinafter referred to as "City of St. Cloud"); and the Osceola County Sheriff's Office (hereinafter referred to as "Sheriff's Office) collectively, the "Parties" each represent as follows:

WHEREAS, the County is established by law pursuant to Florida law as a charter county and a political subdivision of the State of Florida; and

WHEREAS, the City of Kissimmee and City of St. Cloud are municipal corporations established pursuant to Florida law; and

WHEREAS, Chapter 1001.32, Florida Statutes, District School Systems, Powers and Duties of School Board may exercise any power except as expressly prohibited by the State Constitution or general law; and

WHEREAS, Florida Legislature enacted the Marjory Stoneman Douglas High School Public Safety Act amending section 1006.12, Florida Statutes, Safe School Officers at each Public School, which allows School Resource Officer programs in public schools; and

WHEREAS, the Act requires each District School Board and School District Superintendent to partner with Law Enforcement Agencies to establish or assign one or more Safe School Officers to each school within the District; and

WHEREAS, the School Board desires that the City of Kissimmee, the City of St. Cloud, and the Osceola County Sheriff's Office provide law enforcement personnel as Safe School Officers to each of the District managed Public School Facilities within each law enforce agency's jurisdiction limits; and

WHEREAS, the City of Kissimmee, the City of St. Cloud, and the Osceola County Sheriff's Office are willing to partner with the School Board to provide available law enforcement personnel each agency currently has employed and may employ in the future; and

WHEREAS, the Parties wish to set forth the duties and obligations to one another as best as can be developed from the language of the Act; and

WHEREAS, the Parties have determined that it shall serve the public interest and economic advantage of all Parties to enter into an Interlocal Agreement.

NOW THEREFORE, in consideration of mutual covenants and promises between the Parties to this Agreement, the sufficiency of which is hereby acknowledged, the Parties each mutually agree as follows:

Section 1. Term. The term of this Agreement shall be for the 2022-2023 fiscal school year as July 1, 2022 through June 30, 2023. The Agreement may be terminated by the School Board at any time if insufficient funding occurs as a result of the action of the State legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the School Board will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer SRO s into a budgeted Police Officer position.

Section 2. Vision and Mission Statement:

Vision Statement:

To be a positive law enforcement influence while providing safety and security for all Osceola County school campuses.

Mission Statement:

To partner with all Osceola County school faculty, staff, students, and parents to ensure a safe, secure, and positive learning experience on campus through proper training and utilizing existing resources.

Section 3. Placement of the SRO s. Each law enforcement agency shall provide SRO coverage to each district managed school as outlined on Exhibit “A” attached hereto and incorporated herein by reference.

- A. The City Chiefs and the Sheriff shall each assign two (2) regularly employed SRO s to cover the high schools as outlined on Exhibit “A” attached hereto and incorporated herein by reference.
- B. The City Chiefs and the Sheriff shall each assign one (1) supervisor to oversee all SRO s.

Section 4. Duties of the SRO. Each law enforcement agency shall provide a Safe School Officer (“SRO”).

A. Regular Duty Hours of School Resource Officers:

- 1. Each SRO shall be assigned to a school on a full-time basis of at least eight (8) hours on those days and during those hours that correspond with the times in which students receive educational instruction (bell-to-bell). Each SRO shall be present fifteen (15) minutes prior to the start of classes and remain on campus fifteen (15) minutes after the end of classes. This shall not include teacher workdays and other holidays wherein School staff is on campus, but students are not on campus. The SRO may

be temporarily reassigned by the respective law enforcement agency Chief or Sheriff or each of his designee's during school holidays, school vacations, teacher workdays, or during a period of any law enforcement emergency. In addition to the eight (8) daily hours, an SRO may be requested to work for any significant public school- related activities at the request of the school. This request must be approved by the SRO supervisor and the School Board must cover the costs of any overtime payments or detail rates.

2. Overtime will be paid directly to the SRO by the City for any SRO in the city limits and by the Sheriff for any SRO in the county limits. Reimbursement from the School Board to the respective law enforcement agency shall be paid within forty-five (45) days of receipt of an undisputed invoice pursuant to the Local Government Prompt Payment Act.
3. The Parties understand and agree that time spent by the SRO attending court and/or criminal cases arising from his/her assignment, as an SRO, shall be considered hours worked under this Agreement.

B. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes:

1. The primary responsibility of the SRO is the safety of all students, staff, and school property, and to provide emergency response and stabilization of critical school incidents.
2. The SRO shall give assistance to other police and law enforcement agencies in matters regarding his/her school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
3. The SRO shall:
 - i. Perform law enforcement functions within the school setting;
 - ii. Provide traffic control on school grounds as needed. School times shall be defined as fifteen (15) minutes prior to the start of classes, the full day of classes, and fifteen (15) minutes after the end of classes;
 - iii. Coordinate Emergency Medical Services, crowd, and traffic control in the event of an emergency on campus;
 - iv. Foster a better understanding of the law enforcement function;
 - v. Develop positive concepts of law enforcement;
 - vi. Provide information about crime prevention;
 - vii. Promote positive relations between students and law enforcement officers;
 - viii. Enhance knowledge of the fundamental concepts and structure of law.
 - ix. Conduct formal law enforcement investigative interviews with the students. In these situations, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes;
 - x. Assist and support crime victims identified within the school setting, including abused children;
 - xi. Identify and prevent, through counseling and referral, delinquent behavior,

- including substance abuse;
- xii. Notify the Principal or designee as soon as possible of a Marchman or Baker Act, prior to removing the student from campus; the SRO and the Principal will develop a procedure for parent notification;
 - xiii. Assist the Principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations;
 - xiv. Perform his/her duties in their respective law enforcement agency's duty uniform. Civilian clothes may be worn with the approval of the SRO supervisor;
 - xv. Perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.). In the event of an absence, the law enforcement agency shall provide a replacement SRO or an approved Safe School Officer to ensure coverage.
 - xvi. Abide by the School policies and shall consult with and coordinate activities through the School Principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment. Activities conducted by the SRO, which are part of the regular instructional program of the school, shall be under the direction of the Principal or his/her designee;
 - xvii. Follow and conform to all School policies and procedures that do not conflict with the established policies and procedures of the SRO's law enforcement agency;
 - xviii. Take law enforcement action as required. As soon as practical, the SRO shall make the Principal or his/her designee aware of such action. At the Principal's or his/her designee's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions;
 - xix. Be available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all applicable legal and ethical rules, including confidentiality rules and ethics. The SRO will not disclose confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. The SRO shall keep all confidential student information at the School. Upon the completion of the non-law enforcement SRO services, the SRO shall return to the School all original and any copies of confidential student information and shall not retain any confidential student information. If the law enforcement agency receives any student information that is otherwise confidential, the law enforcement agency shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any and all other laws or regulations, regarding confidentiality of student information and records. Further, notwithstanding any other provision in this Agreement to the contrary, to the extent permitted by law, each law enforcement agency, for itself, and its officers, employees, agents, representatives contractors and

subcontractors shall fully indemnify and hold the School and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School, or payment of any and all costs, damages, judgements, or losses incurred by or imposed upon the School arising out of the breach of this provision by the law enforcement agency(ies), or its officers, employees, agents, representatives, contractors and subcontractors to the extent that law enforcement agency(ies) shall either intentionally or negligently violate this provision or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination or completion of all obligations under this Agreement and shall be fully binding upon each law enforcement agency until such time as any proceeding which may be brought on account of this provision, is barred by any applicable statute of limitations;

- xx. Familiarize himself/herself with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school;
 - xxi. Submit reports and statistical data, as necessary; and
 - xxii. Offer instruction on safety and security topics, including drug use and sexual abuse, and topics as requested by the Principal and approved by the SRO supervisor.
4. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the Principal or his/her designee believes an incident is a violation of the law, the Principal or designee shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved. The SRO shall be visible during lunch and transition periods, to assist in preventable incidents.

Section 5. Role and Duties of the School. The School Board shall provide each SRO with the following materials and facilities which are deemed necessary for the performance of his/her duties.

- A. The School shall provide a secure and private office located as close to the Principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within the office. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment:
- 1. Air conditioning.
 - 2. Computer with Internet access and VPN, or other connection type, required to connect to the law enforcement agency's network and access software programs and network

resources.

3. Desk and chair.
4. 4-drawer legal locking file cabinet.
5. 6-shelf book shelf.
6. 2 visitor chairs for counseling and interviews.
7. 1 work table.
8. Office supplies as requested.
9. Phone with local and long-distance calling capability.
10. School District email address.
11. 1 large dry erase board.
12. Secretarial assistance.

- B.** The School Board shall provide the SRO a radio, if the School is utilizing a frequency band not compatible with the SRO's issued radio.
- C.** The School Board shall provide access to the School's student information systems, to include, access to student information through Focus, as available, allowing for remote access to information relating to all students enrolled in the Osceola County School District, regardless of the SRO's assigned school site, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the SRO through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes.

The SRO supervisor shall have mobile access to surveillance cameras at the School.

1. The SRO shall only use the information made accessible to him or her by the School pursuant to this Agreement, for the purposes for which the disclosure was made. Each law enforcement agency acknowledges and agrees that the assigned SRO is not a "school official" pursuant to §1002.221, Fla. Stat., 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto. A disclosure of unauthorized information by the assigned SRO to any person or party of unauthorized confidential information will result in the immediate termination of the assigned SRO and may also result in the termination of this Agreement.
- D.** The school principal shall notify all school personnel as to their responsibilities regarding incident reporting, that acts which pose a threat to school safety and crimes are properly reported to the school principal, or his or her designee, and that the disposition of the incident is properly documented. School District personnel shall immediately report any acts that pose a threat to school safety delinquent acts and crimes occurring on campus to the SRO.
- E.** All sworn statements from the School Administrator(s), Teacher(s) and other staff members related to an incident where law enforcement action was deemed to be appropriate, must be provided to the School Resource Officer prior to the end of the day that the incident or event occurred.

Section 6. Financing of the School Resource Officer Program.

A. The School Board shall:

1. Provide funds to each law enforcement agency for SRO s pursuant to the attached budget set forth in Attachment #1. Payment to each law enforcement agency shall be made bi-annually by the first Friday in December and the first Friday in June of each calendar year. The funds shall be used by each law enforcement agency to pay a portion of the annual salary, benefits, and costs of each SRO.
2. Monitor hours of coverage by having each SRO sign in and out at the assigned school, showing all times of arrival and departure for and during each day of work.
3. Reimburse each law enforcement agency for all overtime incurred by the SRO for services provided pursuant to this Agreement. The rate of reimbursement for SRO s working overtime shall be at the rate of actual costs, including employee benefits, of the individual officer working the overtime. Overtime will be paid for any school duties that exceed an eight (8) hour shift; this shall apply regardless if some or the entire standard shift is worked by the same SRO. A three-hour minimum applies to any overtime incurred that is not a continuation of the SRO s standard eight (8) hour duty.
4. Fund the tuition for ten (10) SRO s, per law enforcement agency, to attend the yearly Florida Association of School Resource Officers (FASRO) conference.

B. Each Law Enforcement Agency shall:

1. Cover the costs of equipment, required training, and any other uncovered costs for the SRO except for tuition for the FASRO conference. The SRO shall undergo criminal background checks, drug testing, and a psychological evaluation and be a certified law enforcement officer, as defined in s. 943.10(1). The SRO shall be employed by the respective law enforcement agency's department and maintain the powers and duties of a sworn law enforcement officer during tenure as the School's SRO.
2. Provide crossing guards for all the intersections for the 2022-2023 school year.
3. Provide crossing guards necessary to cover crossings for summer school. The School Board shall submit to each law enforcement agency the intersections and dates that require coverage during the summer by March 1, 2023.

C. Summer School and Summer Programs:

1. If the School Board operates for Summer School, the School Board shall fund a detail officer at the rate of forty-six dollars (\$46.00) per hour with a minimum of four (4) hours per day. This shall be invoiced monthly by each law enforcement agency and payable within forty-five (45) days pursuant to the Local Government Prompt Payment Act. Each law enforcement agency shall attempt to assign the same SRO during the summer sessions that was assigned to the individual school during the school year. The

School Board shall submit to each law enforcement agency, the schools and dates that require coverage over the summer by March 1, 2022.

2. If the School Board operates a Summer Program, the School may request a detail officer at the rate of forty-six dollars (\$46.00) per hour with a minimum of four (4) hours per day. This shall be invoiced monthly by the law enforcement agency and payable within forty-five (45) days pursuant to the Local Government Prompt Payment Act.

Section 7. Employment Status of SRO. The SRO shall remain an employee of the law enforcement agency in all matters relating to employment and is not an employee of the School Board. The School Board and each law enforcement agency acknowledges that the SRO shall remain responsive to the chain of command of the SRO's employing agency.

Section 8. Appointment and Training of School Resource Officers.

- A. Each Chief of Police and the Sheriff shall have sole discretion over the appointment of the SROs. The appointment shall be made in accordance with Department policy.
- B. The SRO will receive the following training:
 1. As determined by the Chief or designee, selected SRO s will attend the annual Florida Association of School Resource Officers (FASRO) Conference, as well as other applicable seminars and schools in order to keep abreast a current curriculum and issues related to SRO programs. Each law enforcement agency will pay for all travel costs associated with FASRO. If the School requests the SRO attend a specific training, the School shall be responsible for all costs of the associated training including registration, travel, and food. The training must be approved by the respective law enforcement agency.
 2. SROs are required to attend the law enforcement agency's scheduled in-service training in order to meet the yearly retraining requirements of the Florida Department of Law Enforcement, and training required for continued employment with each respective law enforcement agency. SRO s will coordinate training dates with the school Principal.
 3. SROs shall notify school administrators as soon as they become aware of the scheduled training. SROs assigned to special units may participate in more frequent training and prolonged absences. In the event of an absence, the respective law enforcement agency shall provide a replacement SRO to ensure coverage. The law enforcement agency may utilize one of the two SROs at a district managed high school to act as a temporary replacement for an absent SRO at another school.

Section 9. Dismissal of SRO; Replacement.

- A. In the event the Principal of the School feels that the SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the Principal shall recommend to the law enforcement agency that the SRO be removed from the school and

shall state the reasons for removal in writing to the Chief of Police (for the City of Kissimmee or City of St. Cloud) or Sheriff (for the Osceola County Sheriff's Office).

Upon receipt of such recommendation from the Principal or his/her designee, each Chief or his designee, and the Sheriff or his designee, shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the School District (Superintendent or her designees) may be required to be present.

1. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the School and a replacement assigned to the School.
 2. In the event mediation is not sought by the law enforcement agency, then the SRO shall be removed from the School and a replacement assigned to the School.
- B. For SROs employed by the Cities, the Chief may dismiss or reassign a SRO based upon agency rules and regulations. For SROs employed by the County, the Sheriff may dismiss or reassign a SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, the law enforcement agency will provide a temporary or permanent replacement. The Superintendent or designee shall be timely notified in the event where the SRO is reassigned, dismissed, or resigns.

Section 10. Public Records Act/Chapter 119 Requirements. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, FOR THE CITY OF KISSIMMEE'S CUSTODIAN OF RECORDS, CONTACT LINDA HANSELL AT (407) 518-2313; FOR THE CITY OF ST. CLOUD'S CUSTODIAN OF PUBLIC RECORDS, CONTACT JOSE NATER AT (407) 891-6765; OR FOR THE SHERIFF'S OFFICE, CONTACT (407) 348-1157.**

Section 11. Notices. Whenever any party desires or is required by law to give notice unto another party, notice shall be sent by certified mail or hand delivered to:

City of Kissimmee Attn: City Manager 101 Church Street Kissimmee, FL 34741	School District of Osceola County Attn: Superintendent 817 Bill Beck Boulevard Kissimmee, FL 34744
City of St. Cloud Attn: City Manager 1300 9 th Street St. Cloud, FL	Osceola County Sheriff's Office Attn: Sheriff 2601 E. Irlo Bronson Memorial Highway Kissimmee, FL 34744

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such

notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

Section 12. Default. If any party is found to be in default of any terms or provisions of this Agreement, the party not in default must immediately notify the defaulting party of the default in writing. Said default shall be remedied or brought into the compliance by the defaulting party within thirty (30) days receipt of the default notice. In the event the defaulting party fails to timely correct or remedy the event of default, unless the time to cure period is extended in writing by the non-defaulting party, the non-defaulting party may declare the Agreement in default and pursue any remedy available by law or equity against the defaulting party.

Section 13. Termination of Agreement. This Agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the respective law enforcement agency for all services performed to the date of termination. The School Board shall be entitled to prorated refund for any time SRO services are not provided due to the termination of this Agreement.

Section 14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and Agreements between the parties relating to the subject matter of this Agreement.

Section 15. Construction of Agreement. This Agreement has been fully reviewed and approved by the parties hereto and their respective counsels. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

Section 16. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Modification. This document constitutes the full understanding of the Parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

Section 18. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

Section 19. Non-Assignment. This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School and the law enforcement agencies is obtained.

Section 20. Compliance with Laws and Regulations: In performing under this Agreement, the parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

Section 21. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

Section 22. No Public Rights Created. Nothing herein shall create or be construed to be created any rights in and/or for the benefit of the general public, except as may be expressly permitted by grantee.

Section 23. Indemnification. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 24. No Waiver of Sovereign Immunity. Neither party waives sovereign immunity or any rights or limits to liability existing under Sections 768.28, and 1002.33, Florida Statutes. This section shall survive the termination of this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Section 25. Force Majeure. Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire caused by nature, hurricane earthquake, accident, flood, acts of God, or by reason of any other matter or condition caused by nature and beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

Section 26. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

Section 27. Applicable Law, Venue, and Waiver of Jury Trial. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Venue of all actions shall be Osceola County, Florida. Each party waives the right to a jury trial.

Section 28. Good Faith. The Parties, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by there in proper officers on the day and year written below.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: 
Teresa Castillo, Chair

Date: 4/19/22

Attest: 
Debra P. Pace, Superintendent

Date: 4/19/22

CITY OF KISSIMMEE, a municipal corporation

By: _____ Date: _____
Olga Gonzalez, Mayor

Attest: _____ Date: _____
Linda Hansell, City Clerk

Approved as to form and legality.

By: _____ Date: _____
City Attorney, Olga Sanchez de Fuentes

CITY OF ST. CLOUD, a municipal corporation

By: _____ Date: _____
Nathan Blackwell, Mayor

Attest: _____ Date: _____
Linda P. Jaworski, City Clerk

Approved as to form and legality.

By: _____ Date: _____
Dan Mantzaris, City Attorney

OSCEOLA COUNTY SHERIFF'S OFFICE

By: _____
Marcos Lopez, Sheriff

Date: _____

Attest: _____
Printed Name

Date: _____

Signature

Approved as to form and legality.

By: _____
General Counsel

Date: _____

EXHIBIT "A"
SCHOOL RESOURCE OFFICER COVERAGE AND BUDGET
(SCHOOL DISTRICT SHARE)

CITY OF KISSIMMEE

Salary Reimbursement:

Twelve (12) School Resource Officers

	\$97,335.00
Osceola High School (2)	\$48,667.50
Kissimmee Middle School	\$48,667.50
Denn John Middle School	\$48,667.50
Central Avenue Elementary School	\$48,667.50
Thacker Avenue Elementary School	\$48,667.50
Highlands Elementary School	\$48,667.50
Flora Ridge Elementary School	\$48,667.50
Kissimmee Elementary School	\$48,667.50
Cypress Elementary School	\$48,667.50
Mill Creek Elementary School	\$66,240.00
New Beginnings Education Center	\$48,667.50
Sergeant (1)	\$24,333.00
Floater (1)	\$60,480.00
Guardian Floater (1)	

\$735,063.00

Total

CITY OF ST. CLOUD

Salary Reimbursement:

	\$48,667.50
Michigan Avenue Elementary	\$48,667.50
Lakeview Elementary	\$48,667.50
Neptune Elementary	\$48,667.50
St. Cloud Elementary	\$48,667.50
St. Cloud Middle	\$48,667.50
Canoe Creek K8	\$97,335.00
St. Cloud High School (2)	\$48,667.50
Supervisor	\$48,667.50
Floater (1)	

\$486,675.00

Total

OSCEOLA COUNTY SHERIFF'S OFFICE

Salary Reimbursement:

Up to Forty-nine (49) School Resource Officers

Boggy Creek Elementary	\$48,667.50
Chestnut Elementary	\$48,667.50
Deerwood Elementary	\$48,667.50
East Lake Elementary	\$48,667.50
Hickory Tree Elementary	\$48,667.50
KOA Elementary	\$48,667.50
Narcoossee Elementary	\$48,667.50
Partin Settlement Elementary	\$48,667.50
Pleasant Hill Elementary	\$48,667.50
Reedy Creek Elementary	\$48,667.50
Sunrise Elem	\$48,667.50
Ventura Elem	\$48,667.50
Harmony Community School	\$48,667.50
Discovery MS	\$48,667.50
Harmony Middle School	\$48,667.50
Horizon MS	\$48,667.50
Narcoossee MS	\$48,667.50
Neptune MS	\$48,667.50
Parkway MS	\$48,667.50
Celebration HS	\$97,335.00
Gateway HS	\$97,335.00
Harmony HS	\$97,335.00
Liberty HS	\$97,335.00
Poinciana HS	\$97,335.00
Tohopekaliga HS	\$97,335.00
Osceola County School for the Arts (OCSA)	\$97,335.00
Zenith HS	\$97,335.00
NEOCITY	\$48,667.50
Celebration K-8	\$48,667.50
Poinciana AFA K-5	\$48,667.50
oTECH / PATHS 9-12	\$48,667.50
Westside K-8	\$48,667.50
Bellalago Academy	\$81,112.50
Sergeants (4)/Floaters (4) @ \$48,667.50 each	\$389,340.00
Total	\$2,417,152.50

ITEM 8.A

Annual Advisory Board Appointments/Reappointments

Request

The Commission is requested to reappoint or replace Board Members with terms expiring May 31, 2022.

Explanation

Annual board appointments are due to expire on May 31, 2022 for the following boards:

Board of Adjustment
Citizens Police Review Board
Historic Preservation Board
Parks & Recreation Advisory Board
Planning Advisory Board

Appointments are assigned to individual Commissioners in order of rotation. Seat # 1 had the last appointment in January, so we will begin the rotation with Seat # 2 with Board of Adjustment. All qualified applications will be provided to each of the Commissioners making appointments if you do not wish to reappoint existing Board Members.

Each Board has individual requirements for residency as well as additional positions such as architects, engineers, business owners, etc. You will find the qualifications for the board members on the attached list as well as responses to whether they would like to continue serving on their current board.

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Recommendation

Staff recommends the Commission make appointments to reappoint or replace members with terms expiring May 31, 2022.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Appointments by Seat 4-28-2022 Final

APPOINTMENTS BY SEAT

DATE: May 3, 2022

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
Seat # 2 Ortiz	Board of Adjustment Wilfredo Fonseca	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer, or General Contractor.	06/07/2022	YES
Seat # 3 Alvarez	Board of Adjustment Mary Carr	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer, or General Contractor.	06/07/2022	YES
Seat # 4 Fisher	Board of Adjustment Henry Thacker	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer, or General Contractor.	06/07/2022	NO
Seat # 5 Gonzalez	Citizens Police Review Board Nilisa Council	Each member shall either reside, work, or own property in the City of Kissimmee. Membership of board shall reflect racial, ethnic, and cultural diverseness of the City. Members shall resign from Board upon qualification as a candidate for elective office and shall not be a sitting elected official.	06/07/2022	YES

Seat # 1 Castano	Citizens Police Review Board Nina Hill	Each member shall either reside, work, or own property in the City of Kissimmee. Membership of board shall reflect racial, ethnic, and cultural diverseness of the City. Members shall resign from Board upon qualification as a candidate for elective office and shall not be a sitting elected official.	06/07/2022	YES
Seat # 2 Ortiz	Historic Preservation Board Scott Brooks	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	06/07/2022	YES
Seat # 3 Alvarez	Historic Preservation Board William Dupre	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	06/07/2022	NO
Seat # 4 Fisher	Parks & Recreation Advisory Board Edward Kilroy	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	06/07/2022	YES

Seat # 5 Gonzalez	Parks & Recreation Advisory Board Robin Wright	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	06/07/2022	YES
Seat # 1 Castano	Parks & Recreation Advisory Board Guillermo (Bill) Hansen	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	06/07/2022	YES
Seat # 2 Ortiz	Planning Advisory Board Debra Buxton	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office in the City)	06/07/2022	NO (Resigned)
Seat # 3 Alvarez	Planning Advisory Board Robert Spalding	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office in the City)	06/07/2022	YES