



**MEETING AGENDA  
SESSION OF THE COMMISSION MEETING  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, AUGUST 16, 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 Presentation of Retirement Watch to Michael Carter

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

4.A Public Hearing - Second and Final 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.

4.B Public Hearing - Second and Final Reading - Ordinance amending the Future Land Use designation to establish MU-V (Mixed Used Vine); LUPA-22-0004 - Proposed Ordinance 22-12

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**

5.A Public Hearing - Constellation (Formerly Ramona) Planned Unit Development (PUD) Amendment: PUD-22-0001

**6. HEAR AUDIENCE**

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

**7. CONSENT AGENDA**

*The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion*

*may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.*

- 7.A Approval of City Commission Minutes from the August 2, 2022 meeting
- 7.B Agreement with Raftelis Financial Consultants to provide a Municipal Impact Fee Study for Recreation, Police and Fire services.
- 7.C Approval of a Resolution Authorizing the Acquisition of Fire Fighting Apparatus
- 7.D General Employee Organization Budget to be carried forward to FY 2022
- 7.E Federal Aviation Administration Airport Improvement Program Grant for the Taxiway E Extension and Installation of Taxiway E Lighting at Kissimmee Gateway Airport
- 7.F Approval to Contract with Osceola Council on Aging for the Rehabilitation of the House Located at 1124 Lindsay Way, Kissimmee 34744
- 7.G Fire Station No.13 Roofing Replacement Project

## **8. DISCUSSION ITEMS**

- 8.A Toho Water Authority Board Appointment

## **9. HEAR CITY OFFICIALS**

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION

## **10. ADJOURNMENT**

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

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



### **ITEM 3.A**

#### **Presentation of Retirement Watch to Michael Carter**

##### **Request**

Request the presentation of Corporal Michael Carter's retirement watch. Corporal Carter is retiring from the City of Kissimmee after 20 years of service with the Kissimmee Police Department.

##### **Explanation**

Corporal Carter began his career with the Kissimmee Police Department in April 2002. Corporal Carter was most recently assigned to the Patrol Division as a supervisor on day shift.

During his tenure with the City, Corporal Carter worked as a Patrol Officer, Traffic Enforcement Officer, Traffic Homicide Investigator and Corporal within the Patrol Division. Corporal Carter always took great pride in his job assignments and displayed a true passion for helping others and the officers that worked under his command. Corporal Carter also served his country with 13 years of active duty and 15 years of reserve duty in the Marine Corps. He was assigned to the Wounded Warrior Regiment for 4 years where he assisted returning combat veterans and their families readjust to life after suffering severe injuries. Corporal Carter retired from the Marine Corps as a Master Sergeant.

Corporal Carter leaves the Department in good standing and as a role model to those officers new to their career in how to treat the community, fellow employees, and most importantly, how to treat every individual. The Department will truly miss Corporal Carter. We wish him success in his future endeavors.

Department: Police

Presenter: Jeffrey Odell

##### **Attachment(s):**

None

#### **ITEM 4.A**

**Public Hearing - Second and Final 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 approve 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 is also on tonight's City Commission agenda.

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.

The City Commission approved the First Reading on May 3, 2022.

## **CONDITION:**

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

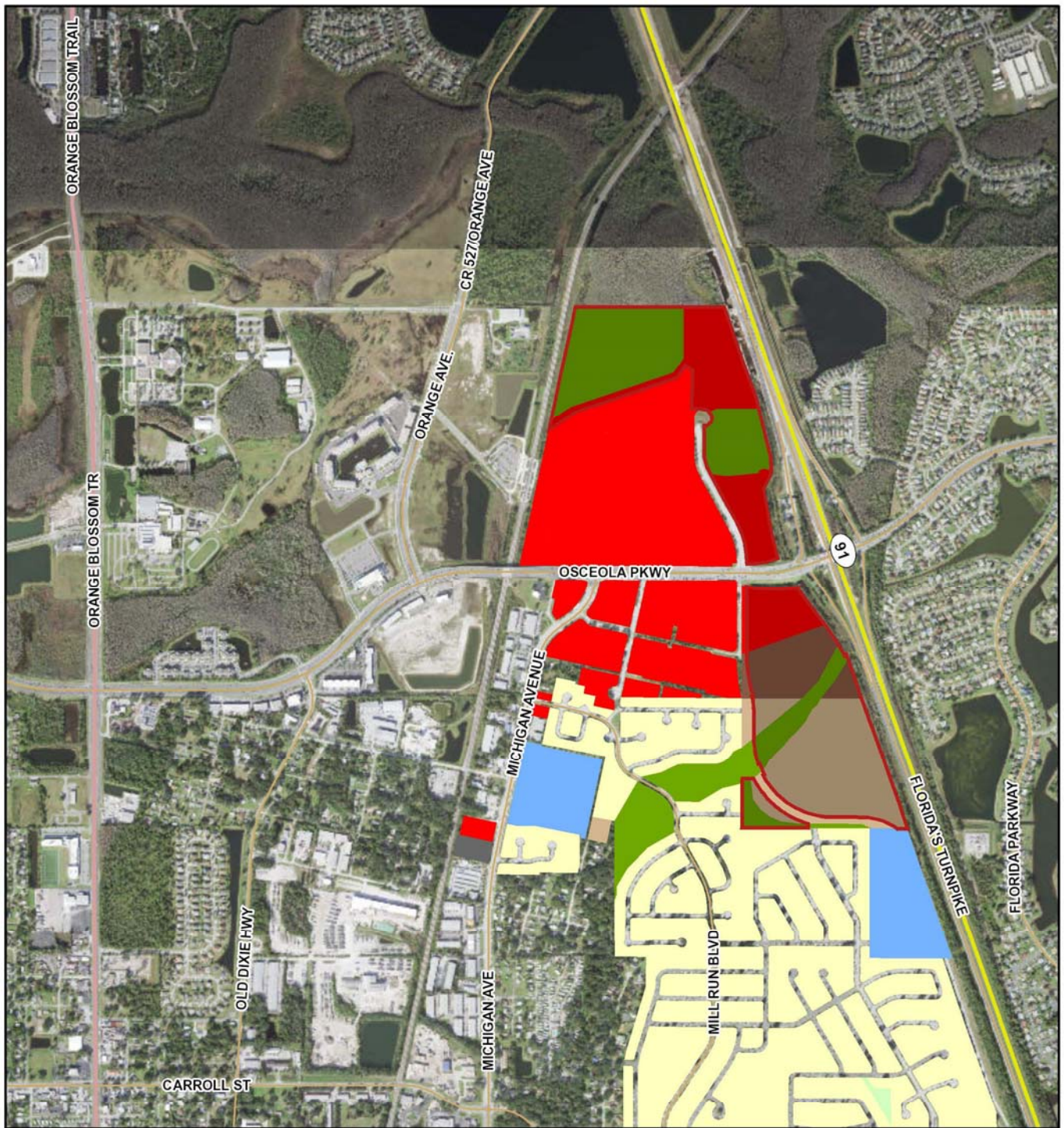
## **REQUESTED CITY COMMISSION ACTION:**

Approve w/Conditions  
Adopt

Department: Development Services  
Presenter: Brenda Ryan

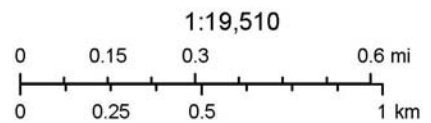
## **Attachment(s):**

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 State Transmittal Comments
6. LUPA-22-0001 City Commission Ad
7. LUPA-22-0001 May 03 2022 City Commission Mtg. Minutes
8. LUPA-22-0001 April 6, 2022 PAB Actions
9. LUPA 22-0001 Planning DRC Comments
10. LUPA-22-0001 School District DRC Comments
11. LUPA-22-0001 PWE DRC Comments
12. LUPA-22-0001 DRC Application



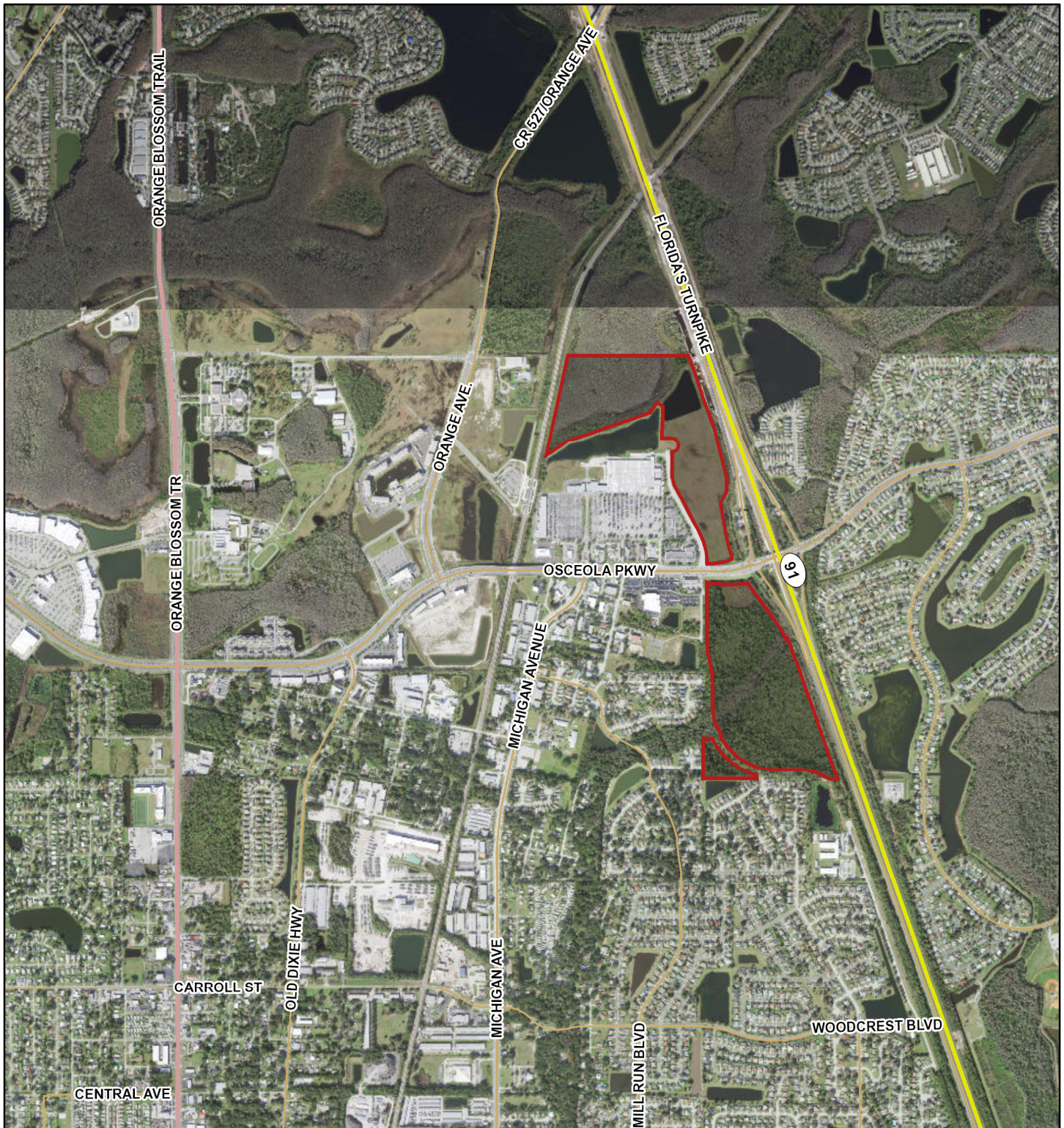
March 22, 2022

- Toll Roads
- US Roads
- Major Roads



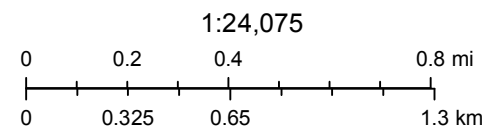
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





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

| <b>Site Data</b>                     |                                                                                                                                                                                                                                         |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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<br>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<br>96-061 Gateway Commons DRI Amendment<br>99-099 Gateway Commons DRI Amendment<br>04-097 Land Use Amendment<br>04-099 Land Use Amendment<br>05-146 PUD Amendment<br>18-00016 Gateway Commons DRI Rescission |

|  |                                                                                                                                                         |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 18-017 Land Use Amendment (Ramona)<br>18-018 PUD Amendment (Ramona)<br>LUPA-22-0001 Land Use Amendment (pending)<br>PUD-22-0001 PUD Amendment (pending) |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Comprehensive Plan Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |
| 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                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Zoning District Standards District Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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. |

| <b>Comprehensive Plan Future Land Use &amp; Zoning Comparisons</b> |                                                                                                                                                         |                                                               |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
|                                                                    | <i>Existing Future Land Use &amp; Zoning</i>                                                                                                            | <i>Requested Future Land Use &amp; 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<br>Conservation (CONS) – City |
|                                                                    | Planned Mixed Use Development (PMUD) – City                                                                                                             | Planned Mixed Use Development (PMUD) – City                   |
|                                                                    | Vacant, Wetlands                                                                                                                                        | Vacant, Wetlands                                              |

| <b>Public Facilities Analysis</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transportation                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Adjacent street                                         | E. Osceola Pkwy., Bill Beck Blvd., Florida's Turnpike                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Street Quality of Service (QOS)                         | <p>Adjacent Streets are under Osceola County (E. Osceola Pkwy. &amp; Bill Beck Blvd.) &amp; State (Florida's Turnpike) jurisdictions.</p> <p>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 &amp; gutter, closed drainage system, provisions for street lighting, &amp; new traffic signal at Osceola Parkway intersection.</p> |
| 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

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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 16th day of August 2022.

\_\_\_\_\_  
Mayor - Commissioner

ATTEST:

\_\_\_\_\_  
City Clerk



**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

June 14, 2022

The Honorable Olga Gonzalez  
Mayor, City of Kissimmee  
101 Church Street  
Kissimmee, Florida 34741

Dear Mayor Gonzalez:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Kissimmee (Amendment No. 22-01ESR) received on May 17, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at [Paul.Lim@deo.myflorida.com](mailto:Paul.Lim@deo.myflorida.com).

Sincerely,



Kelly D. Corvin, Regional Planning Administrator  
Bureau of Community Planning and Growth

KDC/pl

Enclosure(s): Procedures for Adoption

cc: Brenda Ryan, AICP, Planning Manager, City of Kissimmee

Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS  
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

\_\_\_\_\_ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

719 S. Woodland Boulevard  
DeLand, Florida 32720

JARED W. PERDUE, P.E.  
SECRETARY

*June 21, 2022*

*Ms. Brenda Ryan, AICP  
City of Kissimmee, Planning Manager  
101 Church Street  
Kissimmee, Florida 34741-5054*

***Subject: City of Kissimmee Proposed Comprehensive Plan Amendment 22-01ESR  
Response Type: No Remarks***

*Dear Ms. Ryan,*

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment City of Kissimmee Proposed 22-01ESR, also known as the Constellation property, as requested in your transmittal letter, dated May 18, 2022.

Based on the proposed Comprehensive Plan Amendment (CPA) package, the application is for 116.13-acres and is comprised of three (3) separate parcels: 02-25-29-1448-0001-0090 (55.66-acres), 02-25-29-00U0-0032-0000 (22.63-acres), and 35-25-29-00U0-0025-0000 (37.84-acres).

The three properties are generally located adjacent to, and west of, the Florida's Turnpike, and north and south of Osceola Parkway, within the City of Kissimmee. The location map of the subject property is shown in **Appendix A**. As indicated in the location map, segments of State Road (S.R.) 417, U.S. 441, U.S. 192, John Young Parkway (S.R. 600) and the Florida's Turnpike are located within the 3-mile radius of the property. S.R. 417 and Florida's Turnpike are both identified as Florida Strategic Intermodal System (SIS) facilities and roadways of state importance.

The amendment package proposes to change the adopted FLUM designation for the three parcels; however, there was nothing quantifiable regarding the acreages of each parcel based on the adopted land use designations. Therefore, the acreages were approximated for the purpose of this analysis, using the Osceola County property appraiser's website. It was approximated that the adopted FLUM designations for the property consists of ±31.45-acres of Multi-Family Medium Density Residential (MF-MDR) land use, ±11.14-acres of Multi-Family High Density Residential (MF-HDR), and ±38.51-acres of Commercial General (CG). This resulted in a net ±35.03-acres dedicated to Conservation. In compliance with the City's Future Land Use Policy 1.2.1.3 (MF-MDR), 1.2.1.4 (MF-HDR), and 1.2.3.2 (CG), the maximum allowable densities are 10 to 20 dwelling units (DUs), 20 to 25 DUs, and a 2.5 floor-area ratio (FAR), respectively.

The proposed FLUM designation of Industrial Business (IN), as stated in Future Land Use Element Policy 1.2.4.3, is recommended for the property. The adopted conservation areas will



remain, with the exception of the southwestern non-contiguous portion of Parcel 3, in which the adopted FLUM consisting of both conservation and MF-MDR is proposed to be changed to entirely conservation. The maximum allowable density for the proposed industrial land use is 0.50 FAR.

**Appendix B** shows the trip generation potential for the adopted and proposed land use scenarios, and the change in trips because of the proposed amendment, based on the maximum allowable development scenario. Based on this analysis, the proposed amendment was determined to significantly reduce the trip generation potential of the subject property by 116,598 daily trips and by 15,783 PM peak hour trips.

The Department does request clarification regarding the total acreage for the property. When calculating the sum of the three parcels (55.66 + 22.63 + 37.84), the total property size comes to 116.13 acres, whereas the CPA package identifies a total property size of 114.25. Please confirm which is correct. In addition, please confirm if the Mill Slough environmental area is located within Parcels 2 and 3, as the report (page 49 of 124) identifies it as being located within Parcels 1 and 2.

FDOT has determined the proposed amendment has no significant adverse impact to transportation resources or facilities of state importance. The FDOT requests continued coordination with the City and application regarding copies of all transportation related documents associated with the Constellation property, as the project continues to progress. As well as any documents submitted or produced in associated with any updates to submittals regarding the traffic impacts to the State highway system.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5077 or by email at [Stephen.Browning@dot.state.fl.us](mailto:Stephen.Browning@dot.state.fl.us).

Sincerely,

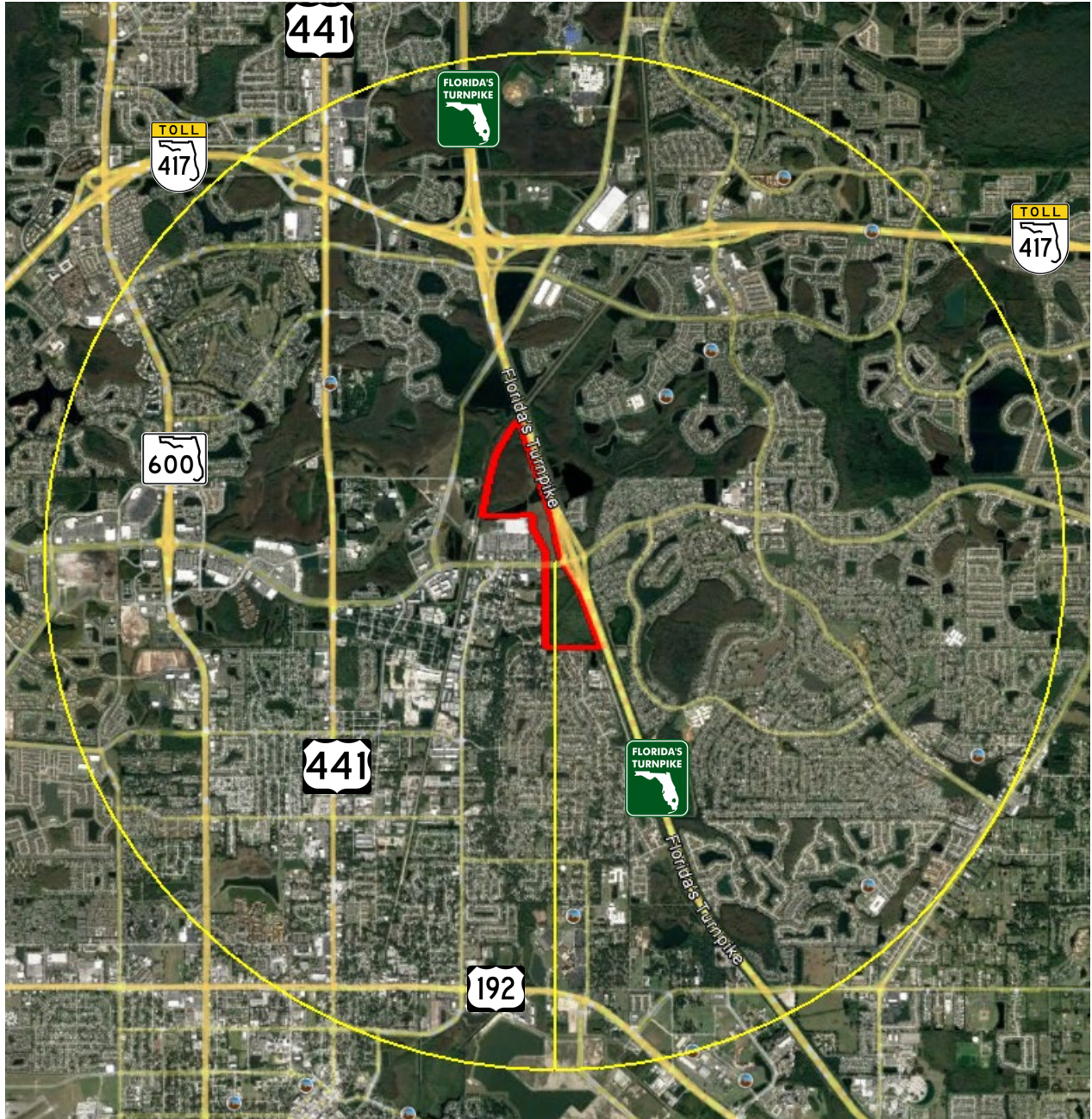


Stephen Browning, P.E.  
Systems Planning Coordinator

cc: *Don Fisher, Osceola County*  
*Kelly Corvin, DEO*  
*D. Ray Eubanks, DEO*

*Jennifer Carver, FDOT*  
*Tara McCue, ECFRPC*

## APPENDIX A LOCATION MAP



## APPENDIX B TRIP GENERATION ANALYSIS

### Trip Generation Potential of Parcel Affected by FLUM Amendment

| Scenario               | Land Use                                         | Parcel Size <sup>(1)</sup> |       | ITE Code | Max Density    | Allowed Development |     | Daily Trips | PM Peak Hour Trips |
|------------------------|--------------------------------------------------|----------------------------|-------|----------|----------------|---------------------|-----|-------------|--------------------|
| Adopted <sup>(1)</sup> | Commercial General (CG)                          | 38.51                      | Acres | 820      | 2.5 FAR        | 4,193,739           | SF  | 115,362     | 15,783             |
|                        | Multi-Family High Density Residential (MF-HDR)   | 11.14                      | Acres | 221      | 25 DU's / Acre | 278                 | DU  | 1,280       | 105                |
|                        | Multi-Family Medium Density Residential (MF-MDR) | 31.45                      | Acres | 222      | 20 DU's / Acre | 629                 | DU  | 2,742       | 239                |
|                        | Conservation (CONS)                              | 35.03                      | Acres | ---      | ---            | ---                 | --- | ---         | ---                |
| Proposed               | Industrial (IN)                                  | 79.84                      | Acres | 110      | 0.5 FAR        | 1,738,915           | SF  | 2,786       | 281                |
|                        | Conservation (CONS)                              | 36.29                      | Acres | ---      | ---            | ---                 | --- | ---         | ---                |
| Difference             |                                                  |                            |       |          |                |                     |     | (116,598)   | (15,783)           |

Source: ITE Trip Generation Manual, 11th Edition

**NOTES:**

- (1) The proposed Comprehensive Plan Amendment package did not quantify the acreages for the different land use types within the 116.13-acre property. Therefore, the acreage was approximated using the GIS tools within the Osceola County property appraiser's website. This approximation was performed for this analysis and could vary based on each parcel's survey.

## Brenda Ryan

---

**From:** Plan\_Review <Plan.Review@dep.state.fl.us>  
**Sent:** Friday, June 17, 2022 4:41 PM  
**To:** Brenda Ryan; dcpexternalagencycomments@deo.myflorida.com  
**Cc:** Plan\_Review  
**Subject:** Kissimmee 22-01ESR Proposed

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

To: Brenda Ryan, AICP, Planning Manager

Re: Kissimmee 22-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to [Plan.Review@FloridaDEP.gov](mailto:Plan.Review@FloridaDEP.gov). If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





## Brenda Ryan

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**From:** Gordon, Glennika <ggordon@sfwmd.gov>  
**Sent:** Thursday, June 9, 2022 10:20 AM  
**To:** Brenda Ryan  
**Subject:** City of Kissimmee, DEO #22-1ESR, Comments on Proposed Comprehensive Plan Amendments  
**Attachments:** TA Response\_12-17-21.pdf; 2022 Work Plan Update checklist.pdf

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

Good Morning Brenda,

I'm responding to your voice mail message by email, and I apologize for missing your call yesterday. My colleague Terry Manning had previous discussions with Ashley Cornelison and John Hambley about the City's Work Plan update, and the email thread is attached to this email. Terry also provided an outline of the modifications that need to be made to the City's existing Work Plan. If you require any additional assistance, please contact me if you have any questions, require additional information, or wish to schedule a meeting. District staff are available to meet by teleconference or in person.

---

**From:** Gordon, Glennika  
**Sent:** Tuesday, June 7, 2022 1:40 PM  
**To:** Brenda Ryan  
**Cc:** DCPexternalagencycomments ; kelly.corvin@deo.myflorida.com; tmccue@ecfrpc.org  
**Subject:** City of Kissimmee, DEO #22-1ESR, Comments on Proposed Comprehensive Plan Amendments

Dear Ms. Ryan:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the City of Kissimmee (City). The package includes a Future Land Use Map Amendment to the Comprehensive Plan. There appear to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Central Florida Water Initiative (CFWI) Regional Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the CFWI Water Supply Plan Update on November 12, 2020. Therefore, the City's Work Plan was to be updated and adopted **by May 2022**; however, the District has not received the updated Work Plan for review to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: <https://www.sfwmd.gov/doing-business-with-us/work-plans>.

The District requests that the City forward a copy of the adopted amendments to the District at the following email mailbox address: [SFLOCALGOVPLAN@sfwmd.gov](mailto:SFLOCALGOVPLAN@sfwmd.gov). Please contact me if you have any questions or need additional information.

Sincerely,

Ms. Glennika Gordon, Policy and Planning Analyst.

South Florida Water Management District  
Water Supply Implementation Unit  
3301 Gun Club Road  
West Palm Beach, FL 33406  
Phone: 561-682-2544  
Fax: 561-681-6264  
E-Mail: [ggordon@sfwmd.gov](mailto:ggordon@sfwmd.gov)



# 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 Second and Final Reading of the proposed ordinance on **Tuesday, August 2, 2022 at 6:00 p.m.** or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

**PROPOSED ORDINANCE #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.**

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; 02-25-29-00U0-0032-0000; & 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

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](mailto: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](mailto: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)

Constellation Land Use Amendment  
LUPA-22-0001





**MEETING MINUTES  
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 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, Records Specialist Derek Negron  
**Members Absent:** Deputy City Manager Desiree Matthews

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 Proclamation - National Day of Prayer**

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

City Manager Steigerwald read a proclamation in honor of "National Day of Prayer" as the Mayor and Commissioners presented the proclamation to Randy Law and members of her organization.

**3.B Proclamation - Foster Youth Connection**

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

City Manager Steigerwald read a proclamation in honor of "Foster Youth Connection" as the Mayor and Commissioners presented the proclamation to Reverend Rupert Henry.

Reverend Henry expressed his gratitude for the proclamation and discussed the importance of child welfare and safety.

**3.C Proclamation - Lupus Awareness Month**

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

City Manager Steigerwald read a proclamation in honor of "Lupus Awareness Month" as the Mayor and Commissioners presented the proclamation to Denise Rivera.

**3.D Employee of the Month for May - Melissa Zayas-Moreno**

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



City Manager Steigerwald introduced Communications and Public Affairs Manager Zayas-Moreno and reviewed the attributes that led to her nomination and selection as the May Employee of the Month. A brief overview of her successes and accomplishments during her tenure with the City was reviewed and the City Manager reminded the audience that the Employee of the Month is selected by a committee of peers, and there is no greater honor.

Manager Zayas-Moreno stated she was honored to receive the recognition and thanked her team and supporters for her success.

3.E Service Awards for January, February and March

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

Employees present to receive their Service Awards:

Five Years: Edwin Chavarria, Ashley Putney, Javier Romero, Charles Smith, Ashley Willis

Fifteen Years: Jack Flanary

Twenty-Five Years: Brandon Layne

Thirty-Five Years: Yvette Beltran

#### 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

Approval to annex approximately 1.19 acres of property located east of Old Vineland, and north of W. Vine St.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-08 by title.

Planner Brenda Ryan reviewed the request to annex 1.19 acres of property identified as Tangelo Circle.

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

Commissioner Fisher moved to approve the First Reading of Proposed Ordinance # 22-08. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz                      AYE

|                      |     |
|----------------------|-----|
| Commissioner Alvarez | AYE |
| Commissioner Fisher  | AYE |
| Commissioner Castano | AYE |
| Mayor Gonzalez       | AYE |

Motion carried 5 - 0.

- 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.

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.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-09 by title.

Planner Ryan reviewed the request and explained the Land Use, if approved, will amend the use from Multi-Family Medium Density to Multi-Family High Density and change from commercial to industrial to accommodate development. Planner Ryan clarified the construction on Bill Beck Boulevard is a County project and not associated with the City's request for this Land Use Amendment.

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

Commissioner Fisher moved to approve the Proposed Ordinance #22-09. Commissioner Alvarez 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

Reverend Paul Czigan, 1556 Oak Leaf Lane, Kissimmee, stated he was representing Iglesias Alianza Church and sought to offer quarterly acts of community service to the City.

## 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.

City Manager Steigerwald requested 7.B. be removed from Consent for Discussion.

Commissioner Fisher made a motion to approve the Consent Agenda minus Item 7.B. Commissioner Ortiz seconded the motion.

Motion to Approve Passed 5 - 0.

- 7.A Approval of City Commission Minutes from the April 5, 2022 meeting  
Request Commission approval of the April 5, 2022 Commission Minutes.
- 7.C Agreement between the Kissimmee Police Department and Pinellas County Sheriff's Office for access to Florida's Facial Recognition Network  
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.
- 7.D Resolution Establishing Qualifying Period for the August 23, 2022 City General Election  
Request Commission adoption of a Resolution establishing the qualifying period for the August 23, 2022 City General Election.  
  
Resolution # 05-2022 was adopted.
- 7.E Agreement with Tele911, Inc. to provide Virtual Visits with Emergency Medical Providers during certain Calls for Service  
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.
- 7.F Amendment to the Consulting Services Contract for the Noise Ordinance Project  
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.
- 7.G Mill Creek Mall Lot 4 Replat - Final Plat (DRC# SR-22-0001)  
Requesting City Commission approval of the final plat known as Mill Creek Mall Lot 4 Replat.
- 7.H Osceola Village Center – Major Subdivision, Final Plat (DRC# 21-00060)  
Requesting City Commission approval of the final plat known as Osceola Village Center, with performance guarantee/agreement.



- 7.I Engineering Continuing Services contract extension with RS&H, Inc.  
Approval to extend the Engineering Continuing Services contract 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  
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.  
  
Resolution # 06-2022 was adopted.
- 7.K Agreement with AMH Development LLC to repave Ixora Court in the Sunbelt Phase I Subdivision  
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.
- 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  
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.  
  
Resolution # 07-2022 was adopted.
- 7.M Amendment No. 12 to the Professional Service Agreement with AVCON, Inc.  
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.
- 7.N Transfer of Funds from Airport Reserves for Design of Infrastructure for Parcel 8 at the Dyer Business Airpark at Kissimmee Gateway Airport  
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.
- 7.O Approval of an Interlocal Agreement between the School District of Osceola County and the City of Kissimmee  
Approval of an Interlocal Agreement relating to School Resource Officers at each district public school.

## 8. DISCUSSION ITEMS

- 7.B HOME American Rescue Plan Allocation Plan - Osceola County HOME Consortium  
Approval of the City's portion of the HOME - American Rescue Plan (HOME-ARP) Allocation Plan.

City Manager Steigerwald discussed the rental assistance allocation funding the City receives in their partnership with Osceola County. The proposed plan for tenant-based rental assistance currently includes a limitation of two (2) years of assistance with a "not



to exceed" amount of \$1500 per month for ten (10) households. Staff is recommending expanding the number of assisted households from ten (10) to twenty (20) in exchange for a reduced time period of one (1) year, with a "not to exceed" amount of \$1500 per month.

Commissioner Fisher made a motion to approve Item 7.B. with the staff recommended language changes. Commissioner Castano seconded the motion.

Motion Passed 5 - 0.

8.A Annual Advisory Board Appointments/Reappointments

The Commission is requested to reappoint or replace Board Members with terms expiring May 31, 2022.

Mayor-Commissioner Gonzalez made a motion to reappoint Nilisa Council to the Citizens Police Review Board. Commissioner Fisher seconded the motion.

Motion Passed 5 - 0.

Mayor-Commissioner Gonzalez made a motion to reappoint Robin Wright to the Parks & Recreation Advisory Board. Commissioner Fisher seconded the motion.

Motion Passed 5 - 0.

Commissioner Fisher made a motion to reappoint Edward Kilroy to the Parks & Recreation Advisory Board. Commissioner Alvarez seconded the motion.

Motion Passed 5 - 0.

Commissioner Castano made a motion to reappoint Nina Hill to the Citizens Police Review Board. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Castano made a motion to reappoint Guillermo "Bill" Hansen to the Parks & Recreation Advisory Board. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Alvarez made a motion to reappoint Mary Carr to the Board of Adjustment. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Alvarez made a motion to reappoint Robert Spalding to the Planning Advisory Board. Commissioner Ortiz seconded the motion.

Motion Passed 5 - 0.

Commissioner Ortiz made a motion to reappoint Wilfredo Fonseca to the Board of Adjustment. Commissioner Alvarez seconded the motion.

Motion Passed 5 - 0.

Commissioner Ortiz made a motion to reappoint Scott Brooks to the Historic Preservation Board. Commissioner Fisher seconded the motion.

Motion Passed 5 - 0.

**9. HEAR CITY OFFICIALS**

9.A CITY MANAGER

City Manager Steigerwald announced the Osceola County Law Enforcement Memorial will be held Wednesday, May 4, 2022 at 9:30 a.m. in front of the Courthouse.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

The City Commissioners individually wished everyone a happy Mother's Day.

**10. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:35 PM.



ATTEST:

A handwritten signature in blue ink, reading "Linda Stansell", is written over a horizontal line.

CITY CLERK

A handwritten signature in blue ink, reading "Olga Gonzalez", is written over a horizontal line.  
MAYOR-COMMISSIONER



**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.

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

**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

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

**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

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

#### **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

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

#### **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](mailto: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](http://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](http://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](mailto: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](http://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](mailto: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](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 2856

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## SECTION 1: APPLICATION DOCUMENTS

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# 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** ( ☒ )

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

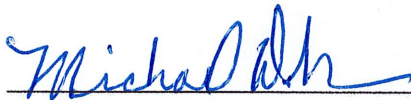
Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • [www.poulosandbennett.com](http://www.poulosandbennett.com)

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.

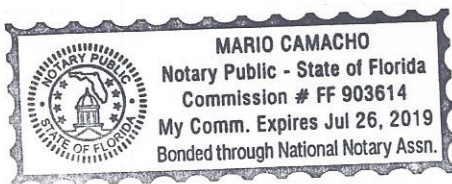
**WITNESS:**

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**

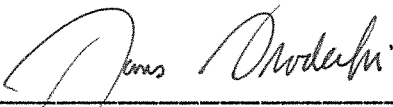
The Ramona A Spears Revocable Trust ("Trust") is the Property Owner of the following parcel of land in the jurisdiction of the City of Kissimmee, Osceola County, Florida:

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.

  
\_\_\_\_\_  
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:

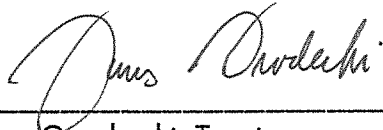
Parcel ID# 02-25-29-00U0-0032-0000

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:

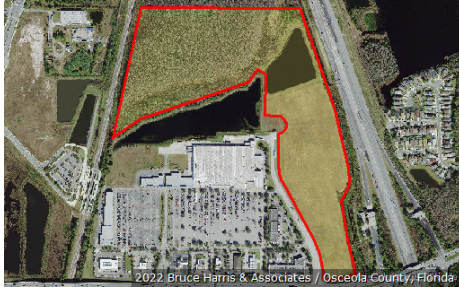
A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING WESTERLY OF FLORIDA TURNPIKE AND A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LYING WESTERLY OF FLORIDA TURNPIKE, LYING IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LESS AND EXCEPT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





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



### 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**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Legal Description</b> | 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 |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



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



### 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**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Legal Description</b> | 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 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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.

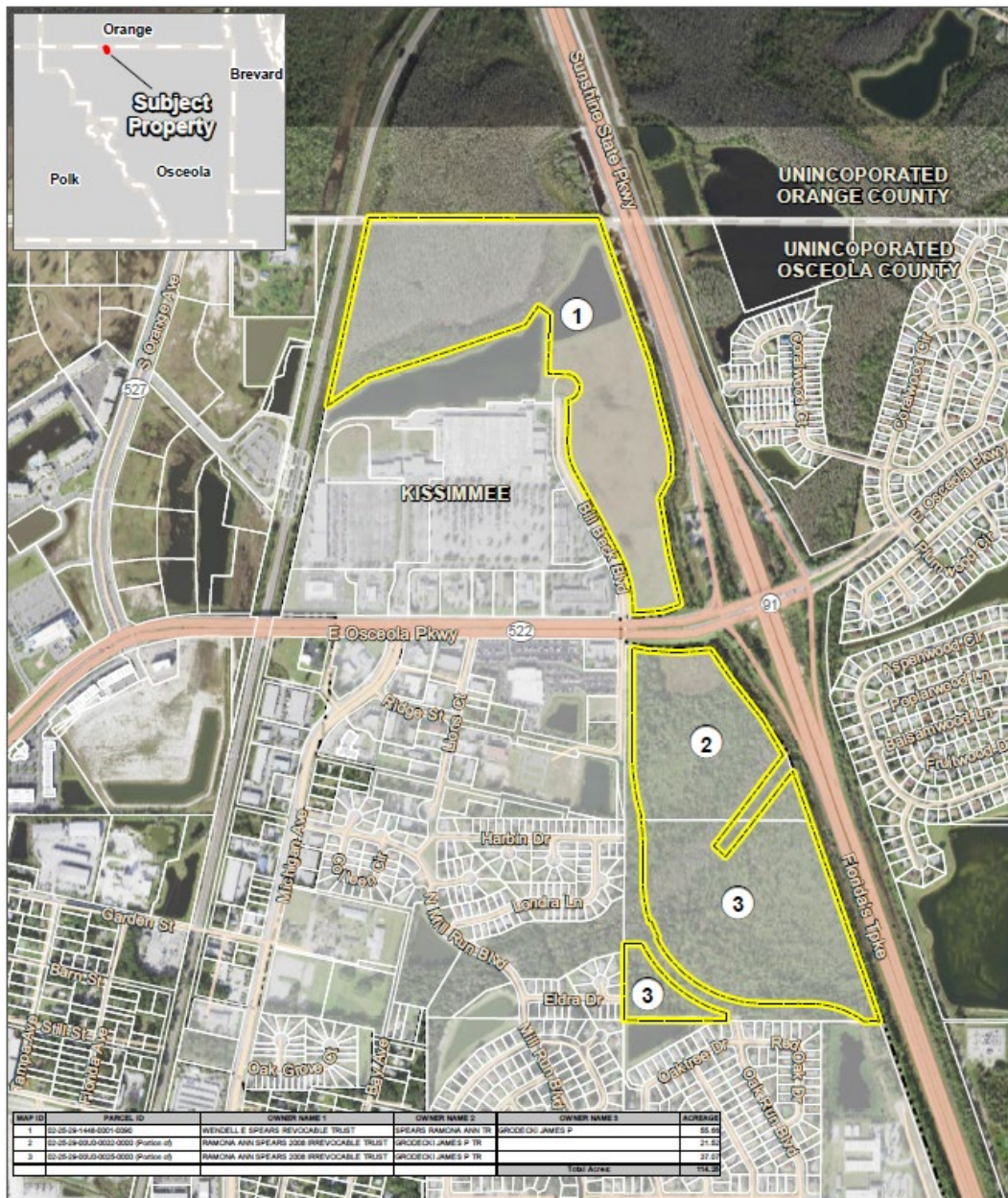
The parcel located north of Osceola Parkway (identified as Parcel 1 on the survey included in Section 7.E. of this application package), and identified by the Osceola Property Appraiser as Parcel ID# 02-25-29-1448-0001-0090, is approximately 55.66 acres in size. The northern portion of Parcel 1 is subject 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

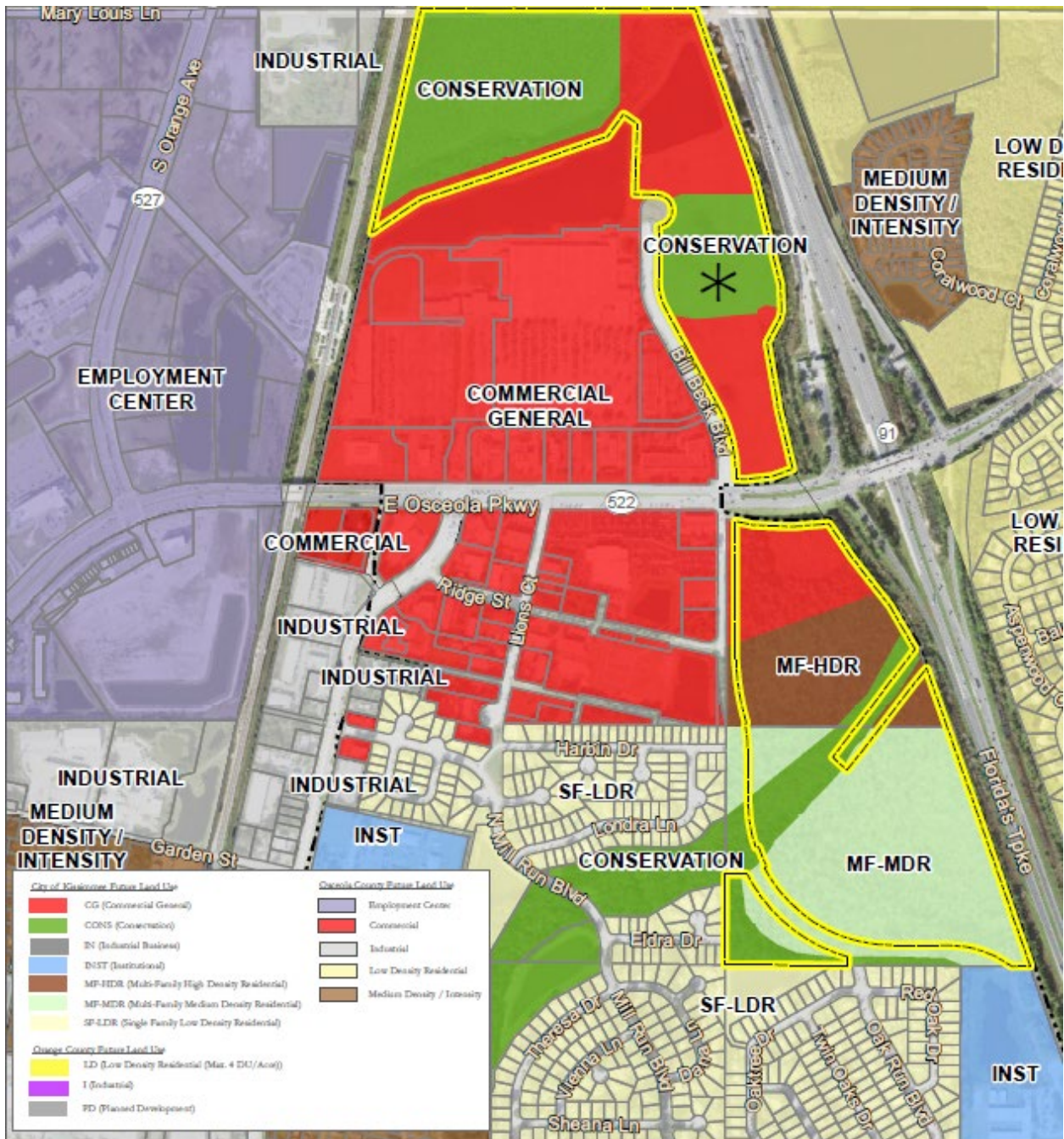




The existing Future Land Use designations on the Property are Commercial General (CG), Multi-Family High Density Residential (MF-HDR), Multi-Family Medium Density Residential (MF-MDR) and Conservation (CONS), as illustrated in the Existing Future Land Use Map below.

**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.**

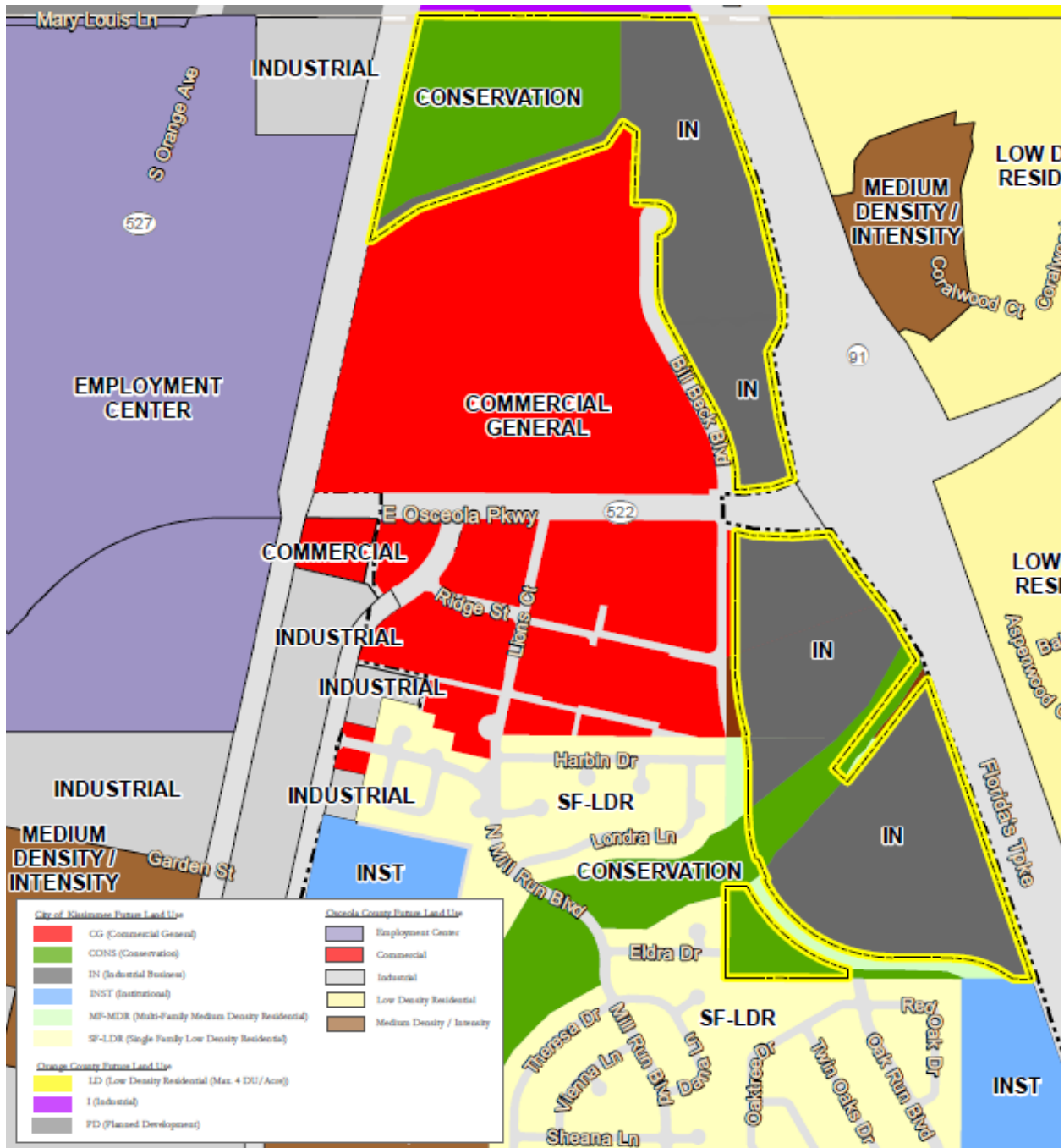
Concurrent with this Land Use Plan Amendment application, the Applicant submitted a PUD Amendment for the Constellation MUPUD (f/k/a Ramona MUPUD) to establish the entitlements for 1,020,000 SF of warehouse uses on the Property.

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**

|       | <b>Future Land Use</b>     | <b>Zoning</b>       |
|-------|----------------------------|---------------------|
| 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)

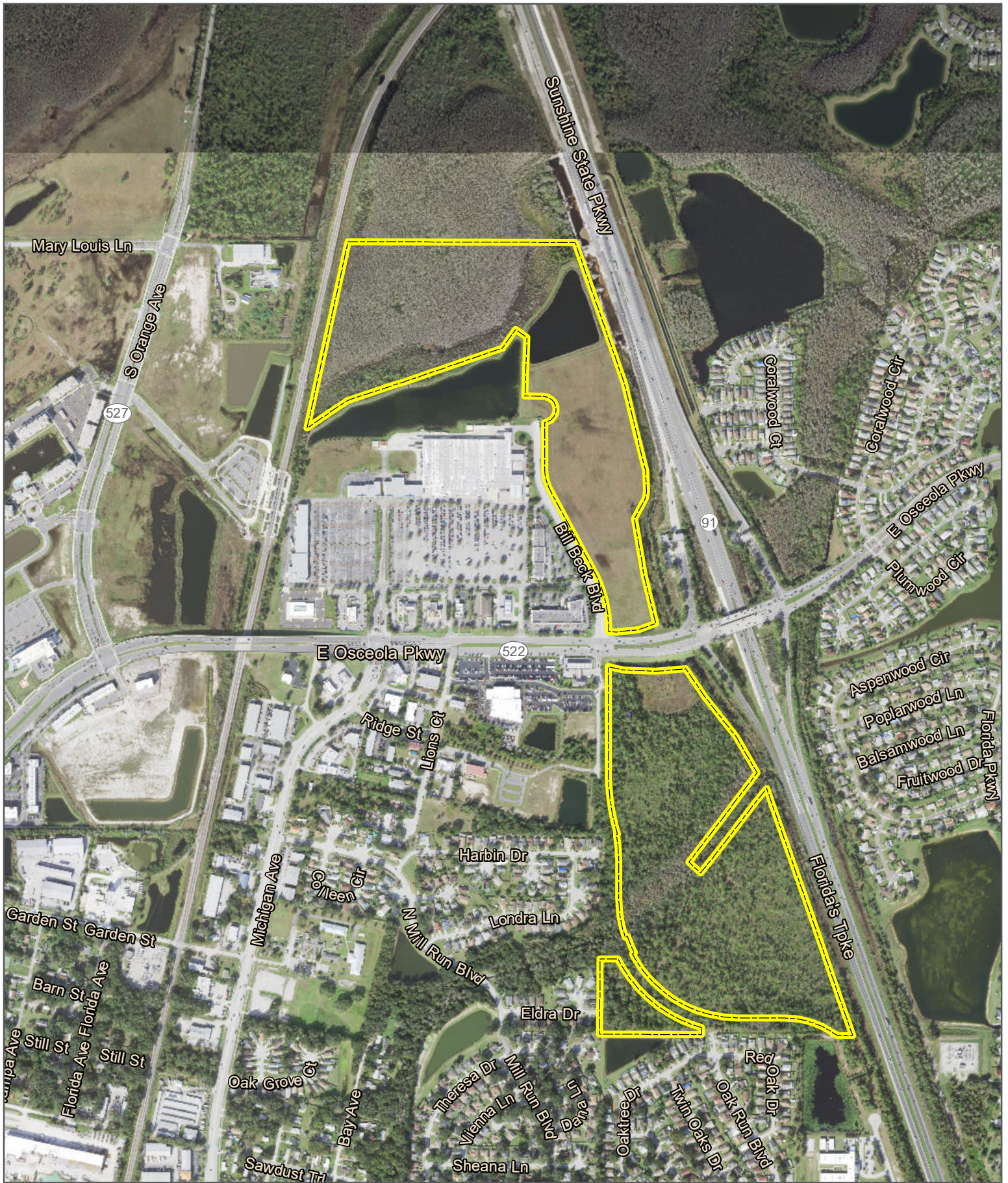
### **Cultural/Archaeological Information**

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

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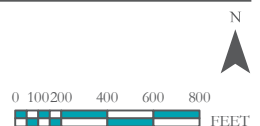


Map Source: Esri, Osceola County

Subject Property

Aerial Map

## CONSTELLATION FUTURE LAND USE AMENDMENT



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

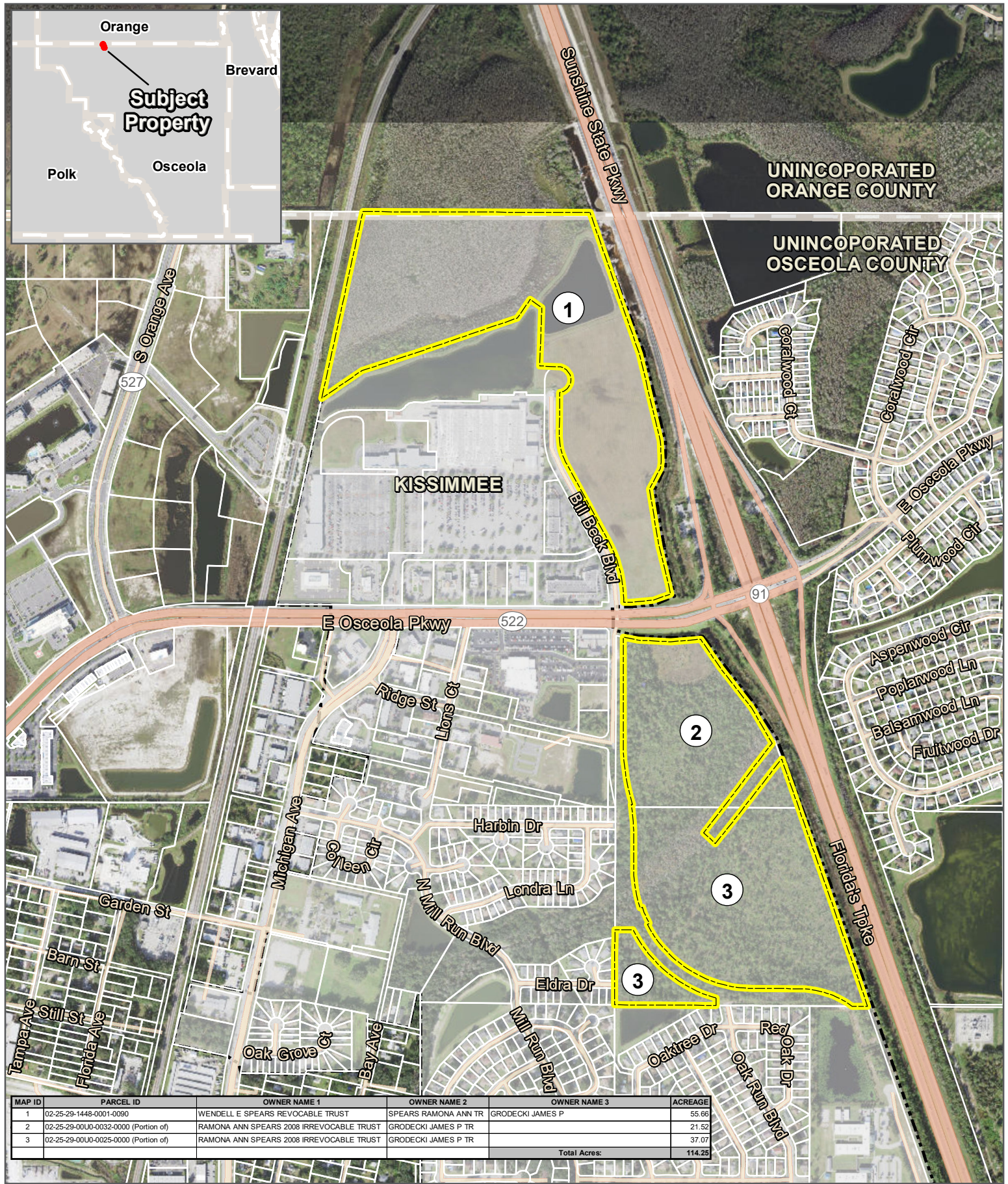
2602 E. Livingston Street  
Orlando, FL 32803 Ph. 407-487-2594

**POULOS & BENNETT**

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Certificate of Authorization No. 28567

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





| 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

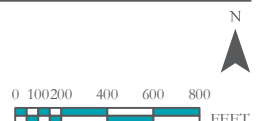
## CONSTELLATION FUTURE LAND USE AMENDMENT

12/28/2021  
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2602 E. Livingston Street  
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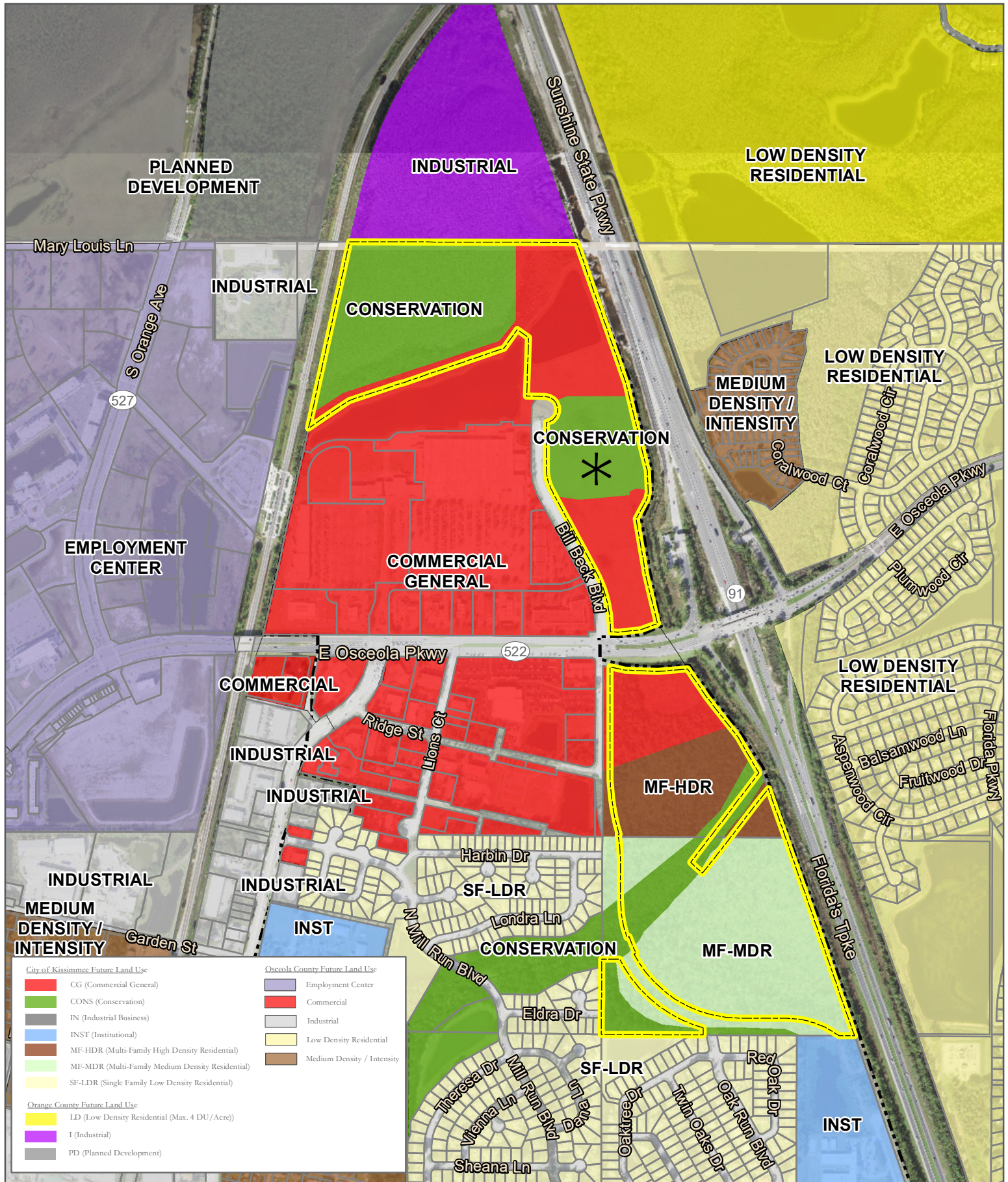
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| Planning QA/QC | Initials | Date     |
|----------------|----------|----------|
| Information    |          |          |
| Planner        | NM       | 1/4/2022 |
| Team Leader    |          |          |





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

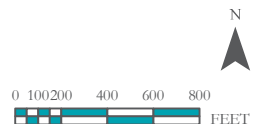
Subject Property  
 Municipal Boundary

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

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 Orlando, FL 32803 Ph. 407-487-2594

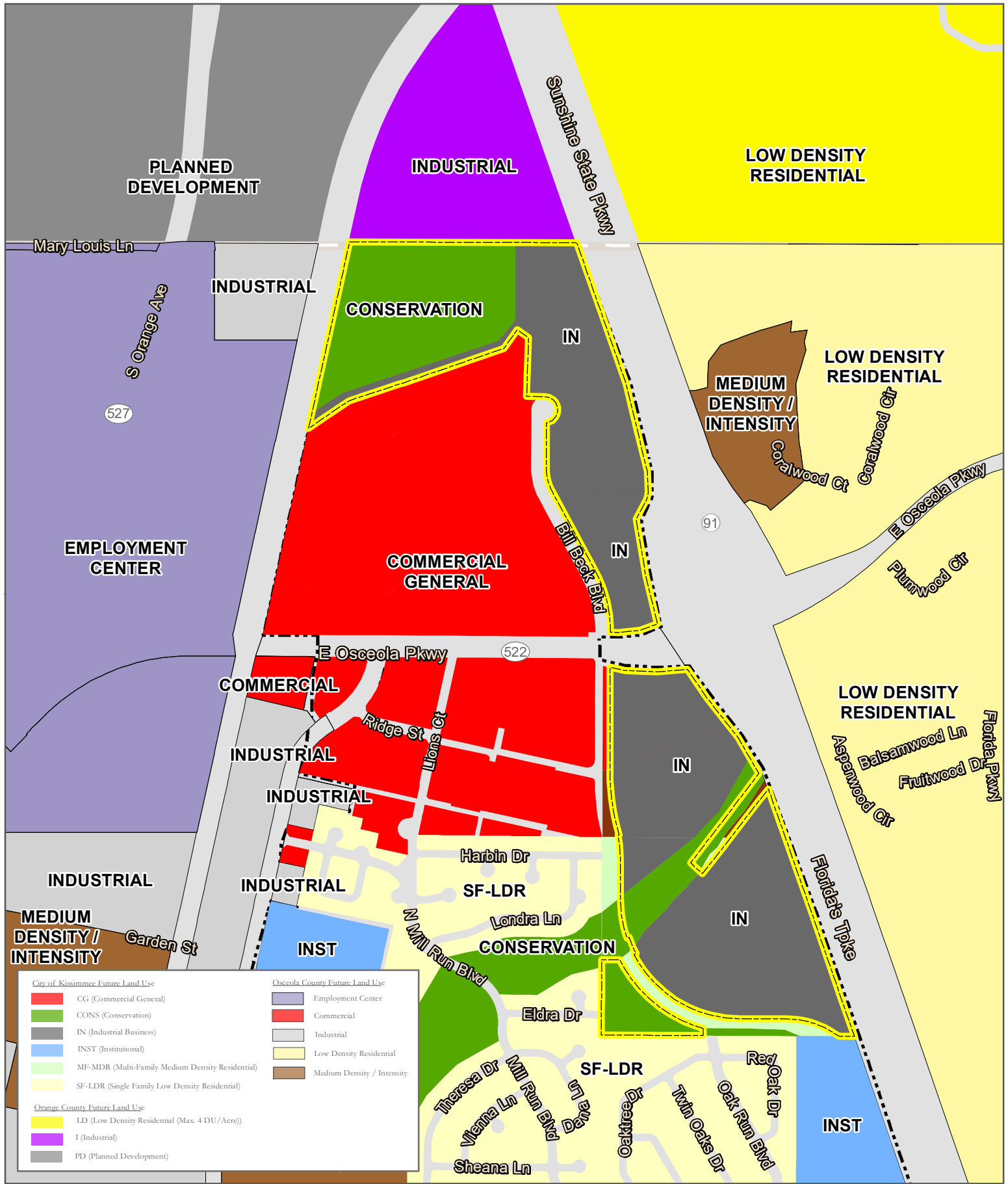
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| Planning QA/QC | Information | Initials | Date       |
|----------------|-------------|----------|------------|
| Prepared       | MM          |          | 11/14/2022 |
| Reviewed       |             |          |            |
| Approved       |             |          |            |





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

- Subject Property
- Municipal Boundary

# Proposed Future Land Use 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

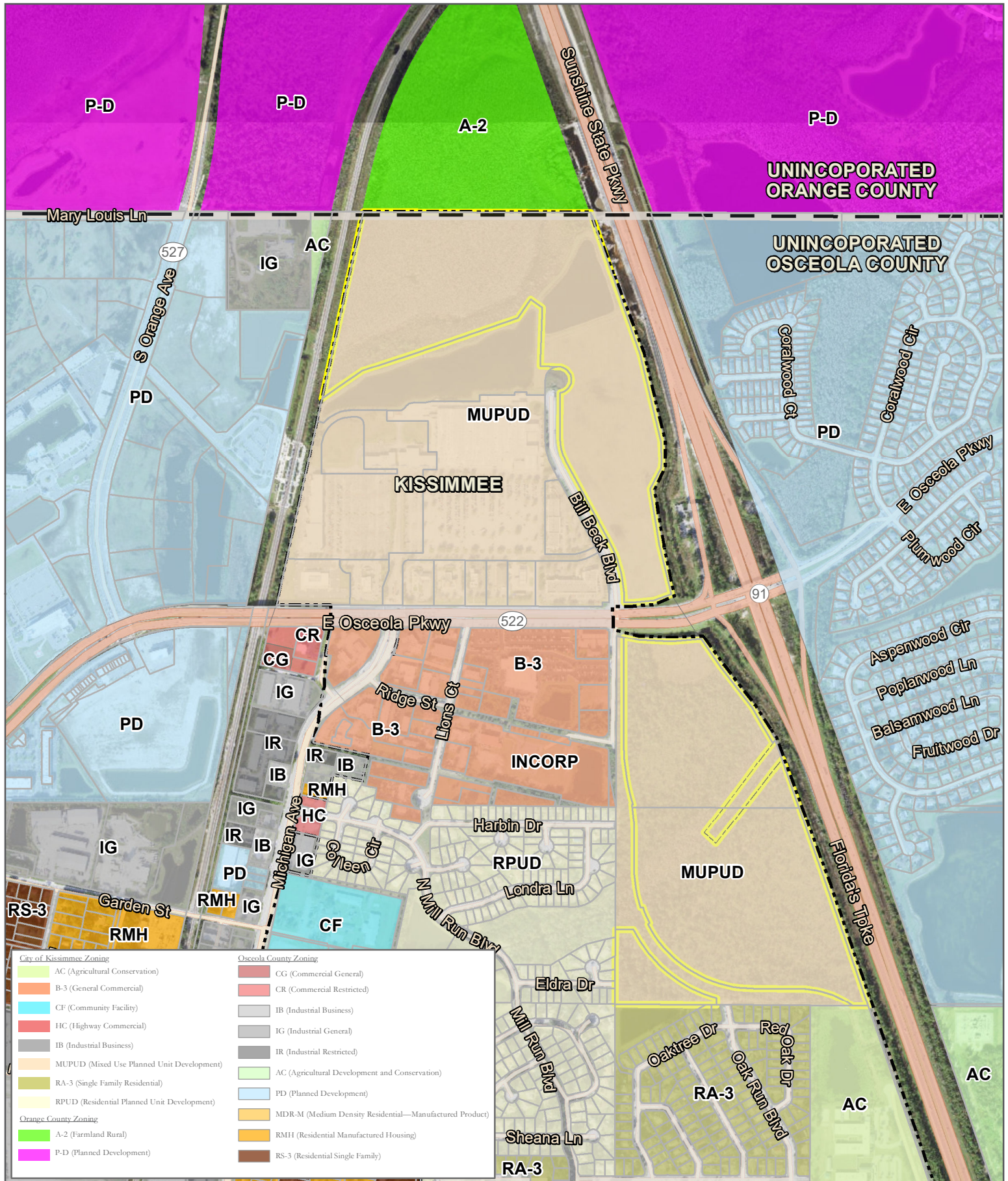
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| Planning QA/QC |          |            |  |
|----------------|----------|------------|--|
| Information    | Initials | Date       |  |
| Planner        | NM       | 11/14/2021 |  |
| Technical      |          |            |  |





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

- Subject Property
- Municipal Boundary

Zoning

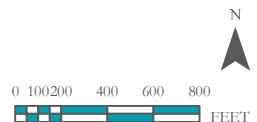
## CONSTELLATION FUTURE LAND USE AMENDMENT

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

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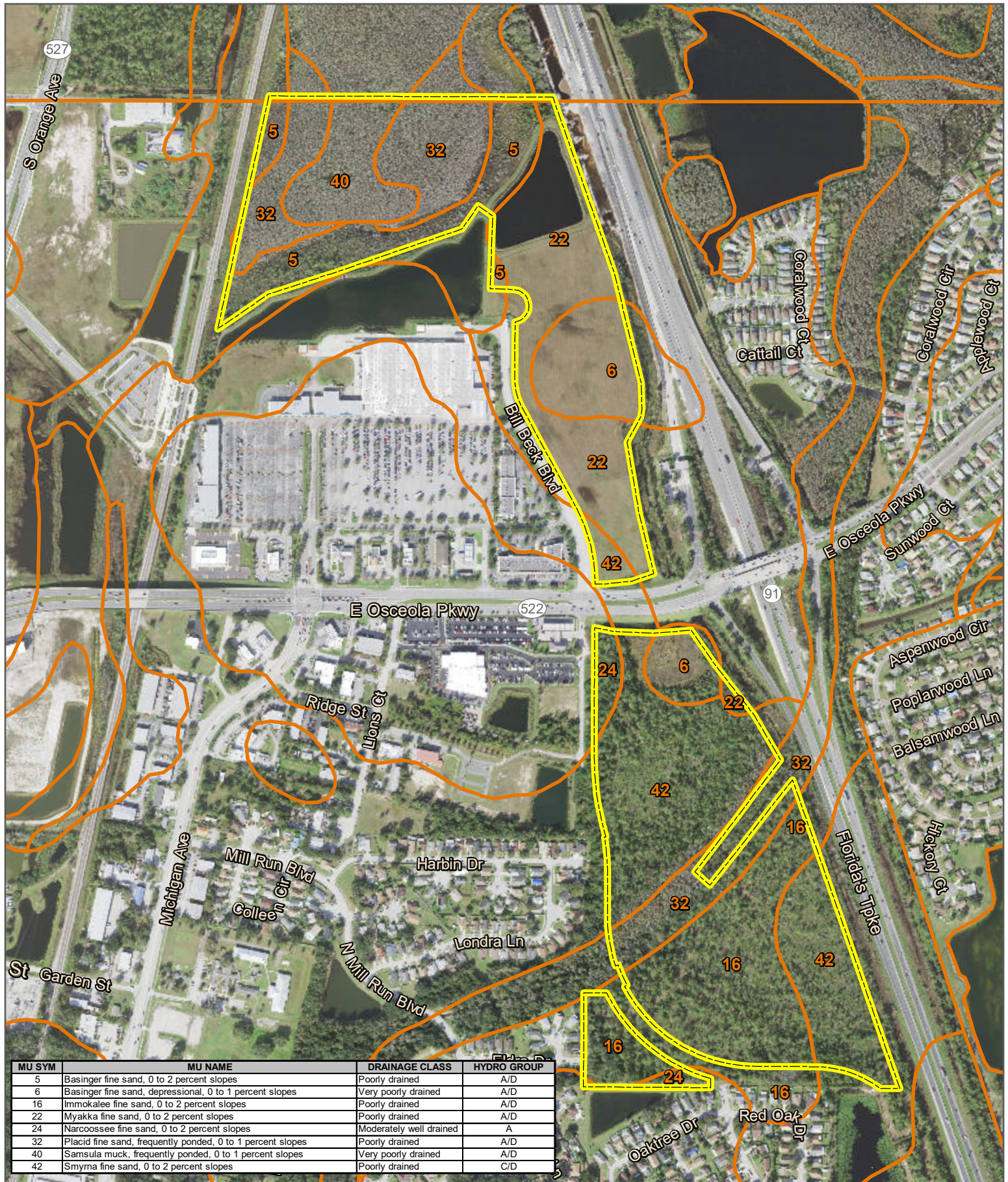
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| Planning QA/QC |          |          |  |
|----------------|----------|----------|--|
| Information    | Initials | Date     |  |
| Prepared       | NM       | 1/4/2022 |  |
| Reviewed       |          |          |  |
| Tracked        |         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





Map Source: Esri, Osceola County, NRCS

- Subject Property
- Soils Boundary

## Soils Map

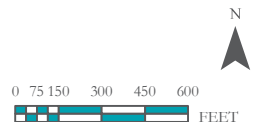
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12/28/2021  
P & B Job No: 21-167

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Orlando, FL 32803 Ph. 407-487-2594

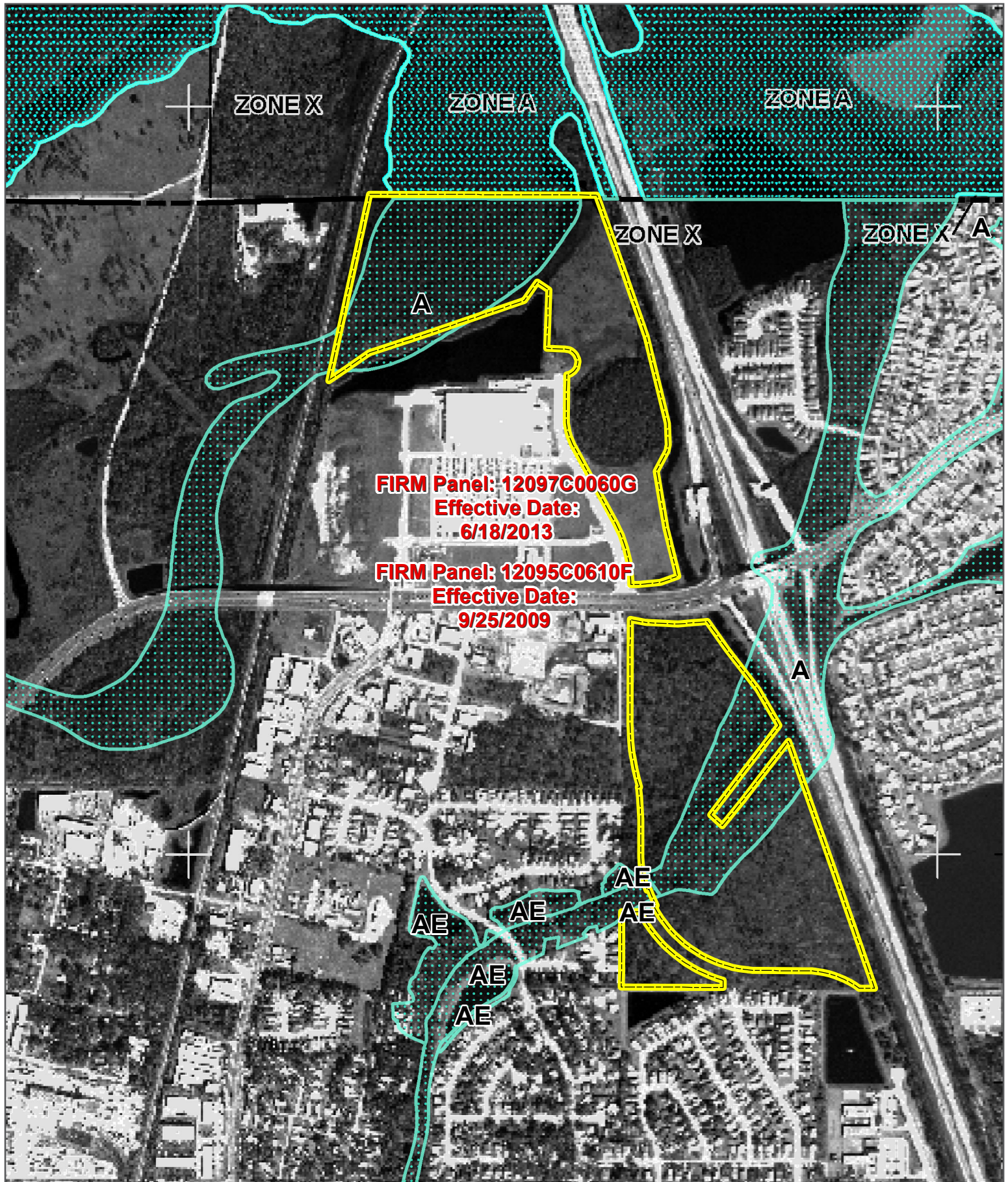
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| Planning QA/QC |          |          |
|----------------|----------|----------|
| Information    | Initials | Date     |
| Planner        | NM       | 1/4/2022 |
| Team Leader    |          |          |





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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Certificate of Authorization No. 28567



| 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

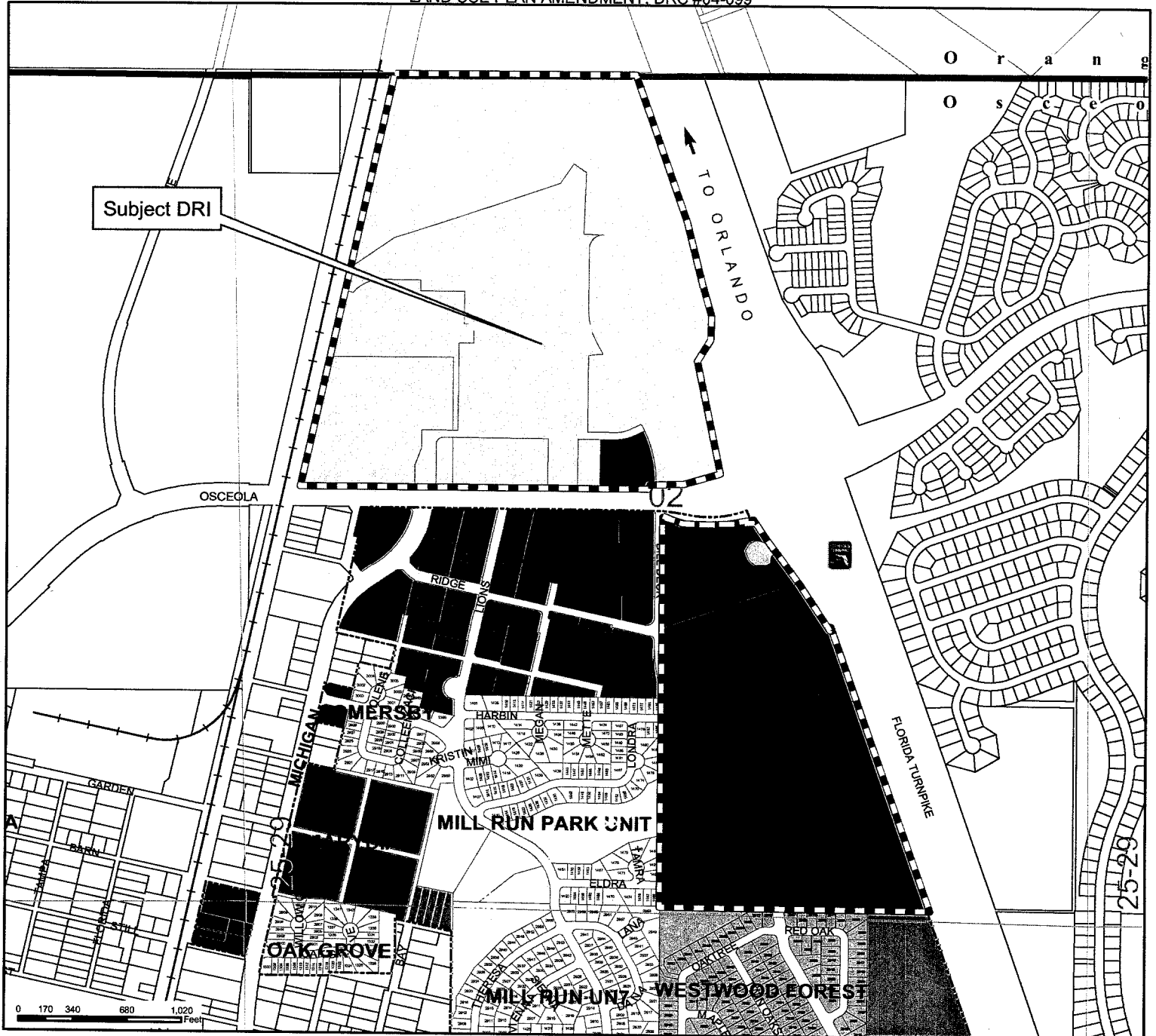
NAYS

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)                                    |
| <b>Zoning District Designations</b> |                                                |  |                                         |  |                                                    |
|                                     | 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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## 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: aerials, *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 10<sup>th</sup>. 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 10<sup>th</sup> 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 1<sup>st</sup> and May 1<sup>st</sup>. 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<br>\$125,000 State<br>\$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<br>NO | PERMIT NO     | APPROVED<br>DATE | PROJECT<br>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 10<sup>th</sup> and end in April. The scrub jay survey timeframes are March, July, September and October. The sand skink survey timeframe is March 1<sup>st</sup> through May 1<sup>st</sup>. 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.

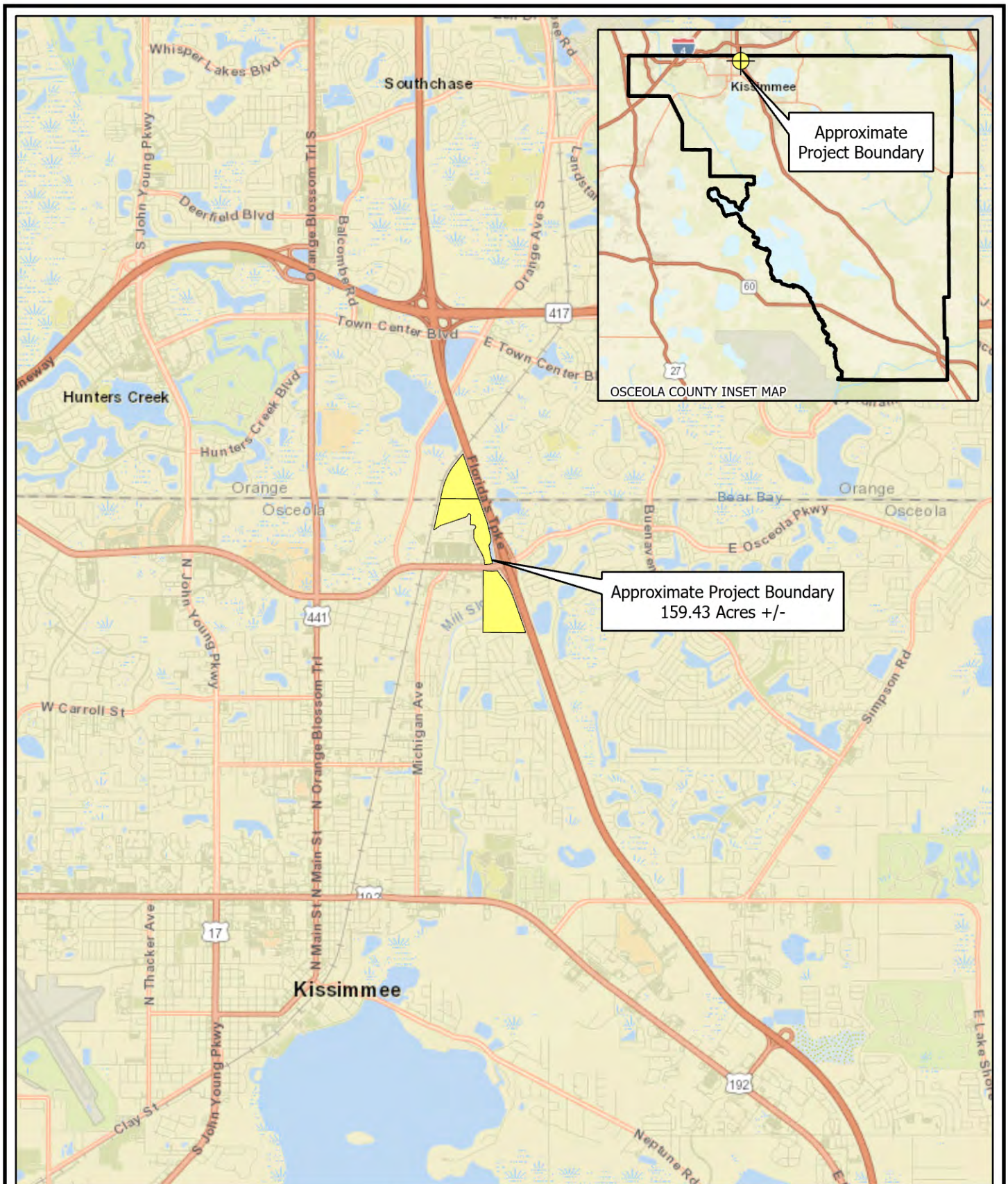
As a preliminary assessment, the findings of this report concerning native vegetation and land use may be subject to change upon more detailed analysis. Additionally, failure to detect a listed species does not necessarily infer species absence as wildlife are mobile, exhibit seasonality of occurrence 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

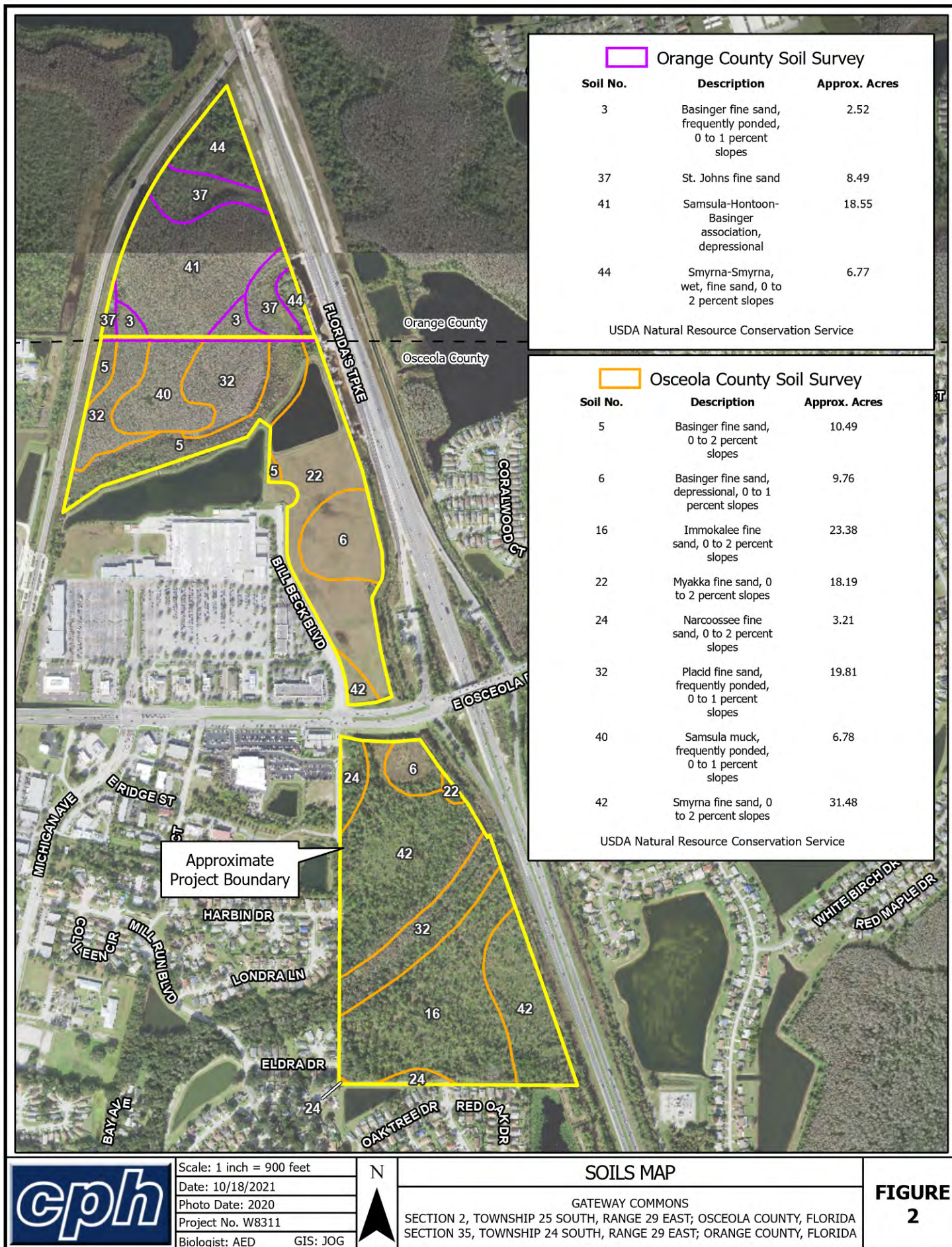


## LOCATION MAP

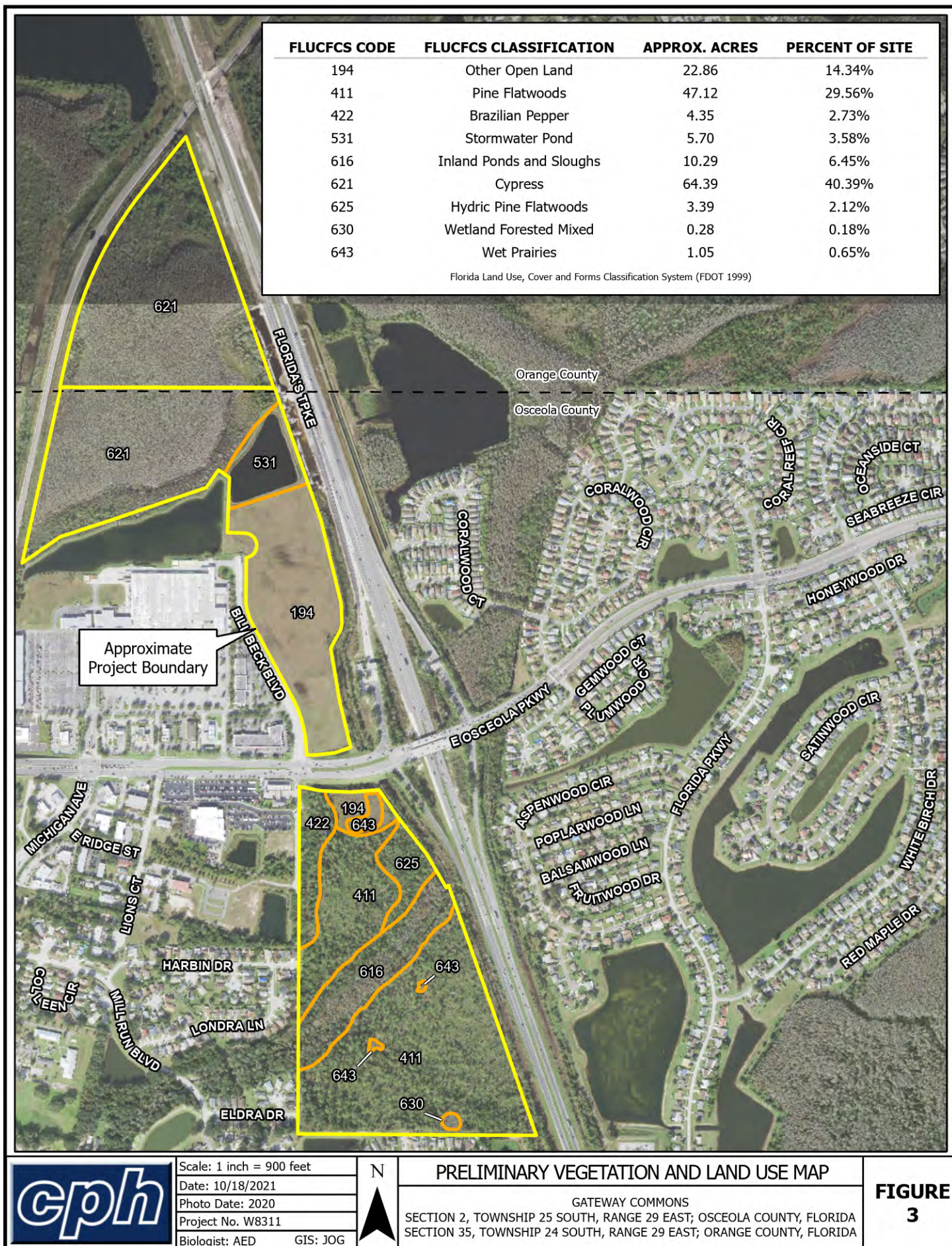
GATEWAY COMMONS  
 SECTION 2, TOWNSHIP 25 SOUTH, RANGE 29 EAST; OSCEOLA COUNTY, FLORIDA  
 SECTION 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST; ORANGE COUNTY, FLORIDA

**FIGURE  
1**

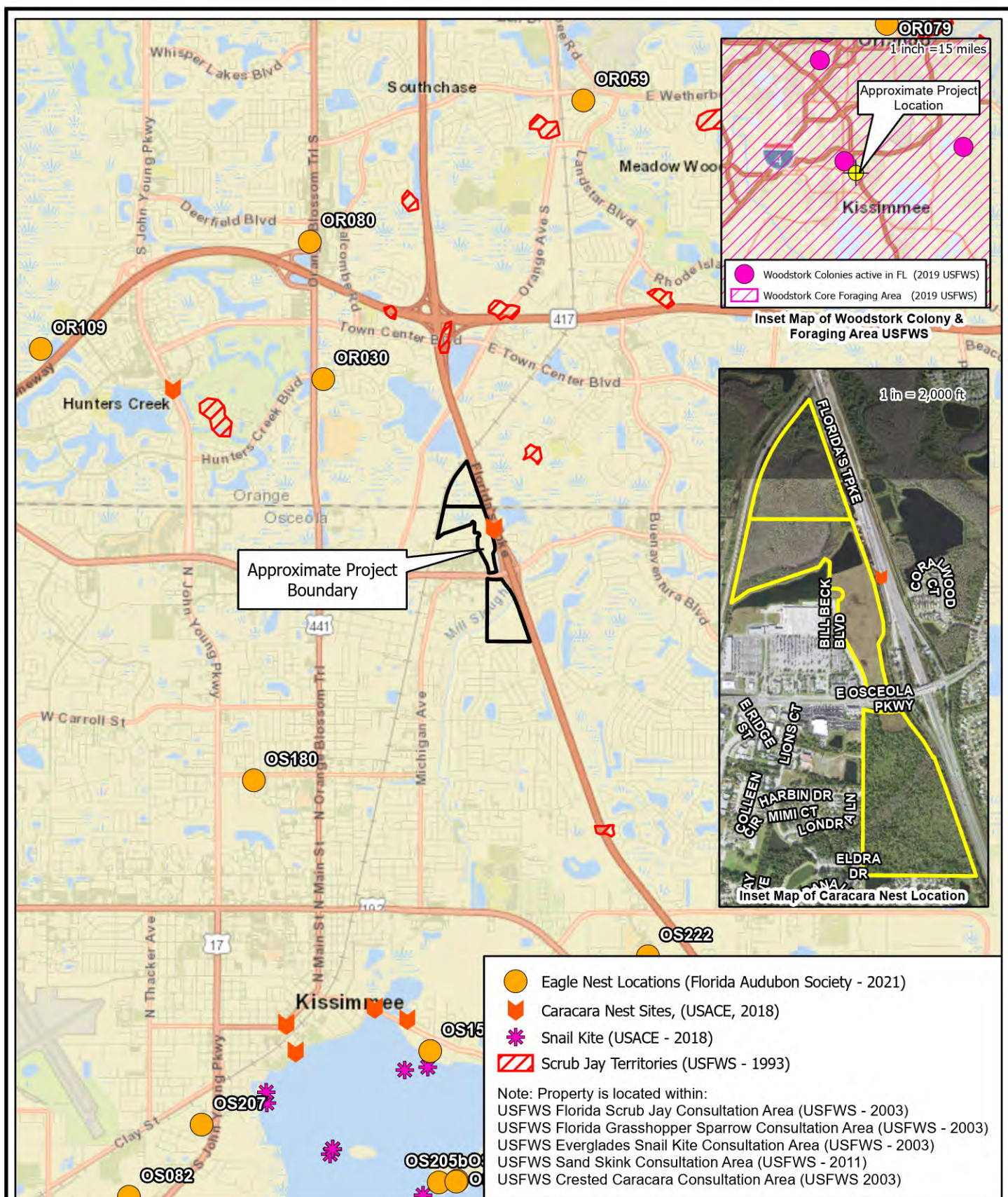












Scale: 1 inch = 1 mile  
 Date: 10/18/2021  
 Photo Date: N/A  
 Project No. W8311  
 Biologist: AED GIS: JOG

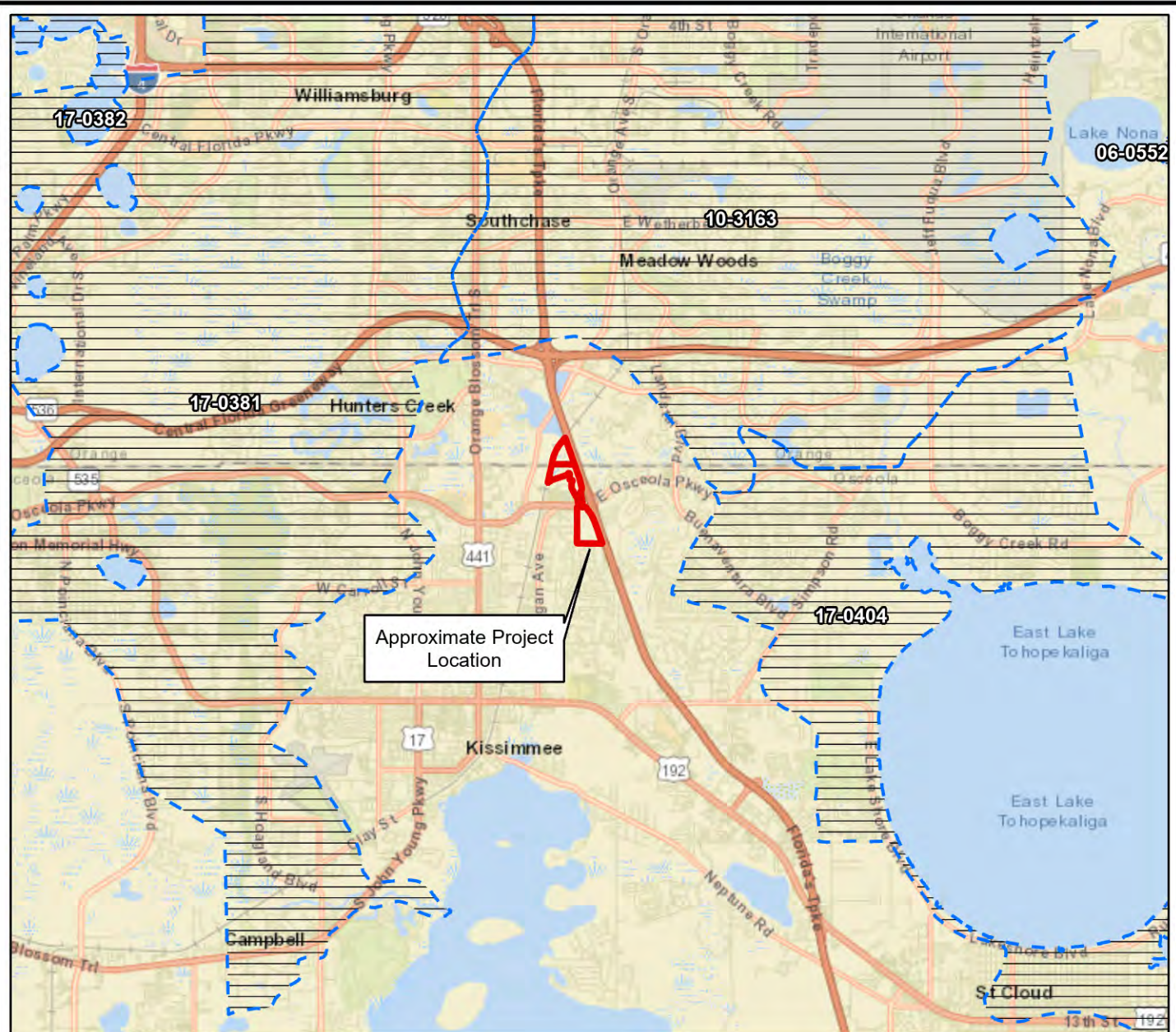


## SPECIES MAP

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

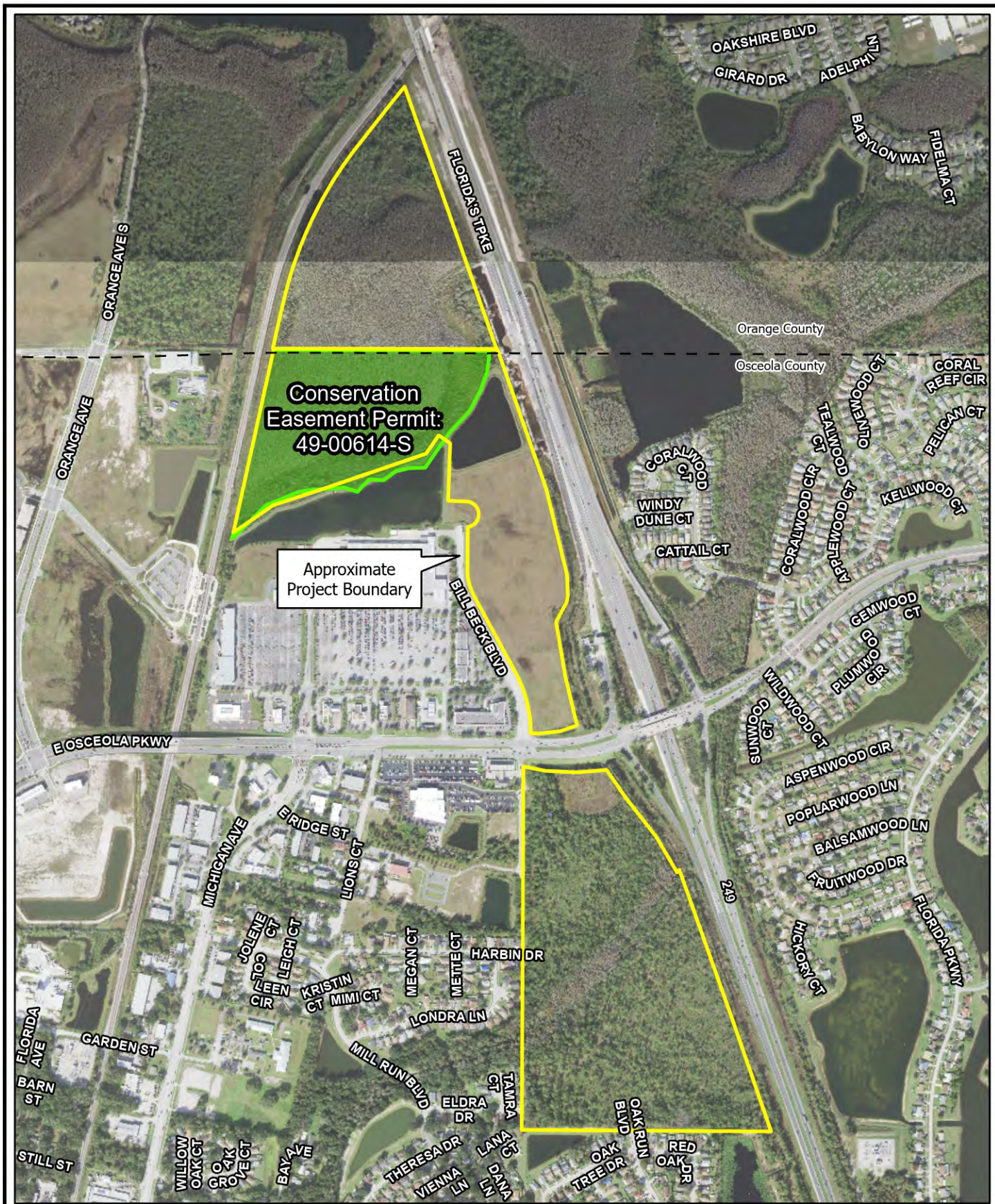


## FDEP IMPAIRED WATERS/BASINS MAP

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](mailto: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:

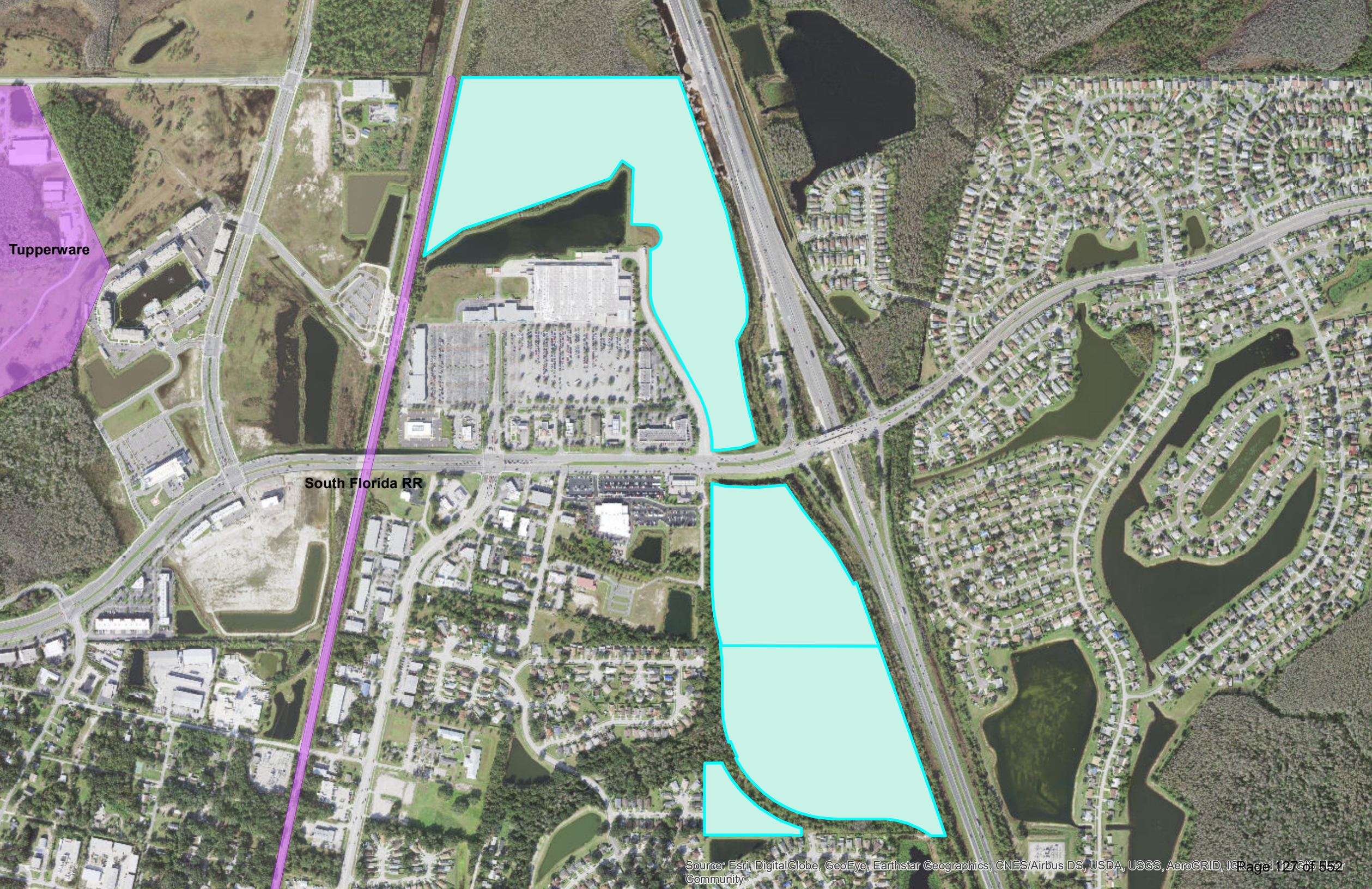
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological 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](mailto: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](mailto:Eman.Vovsi@DOS.MyFlorida.com)





Tupperware

South Florida RR



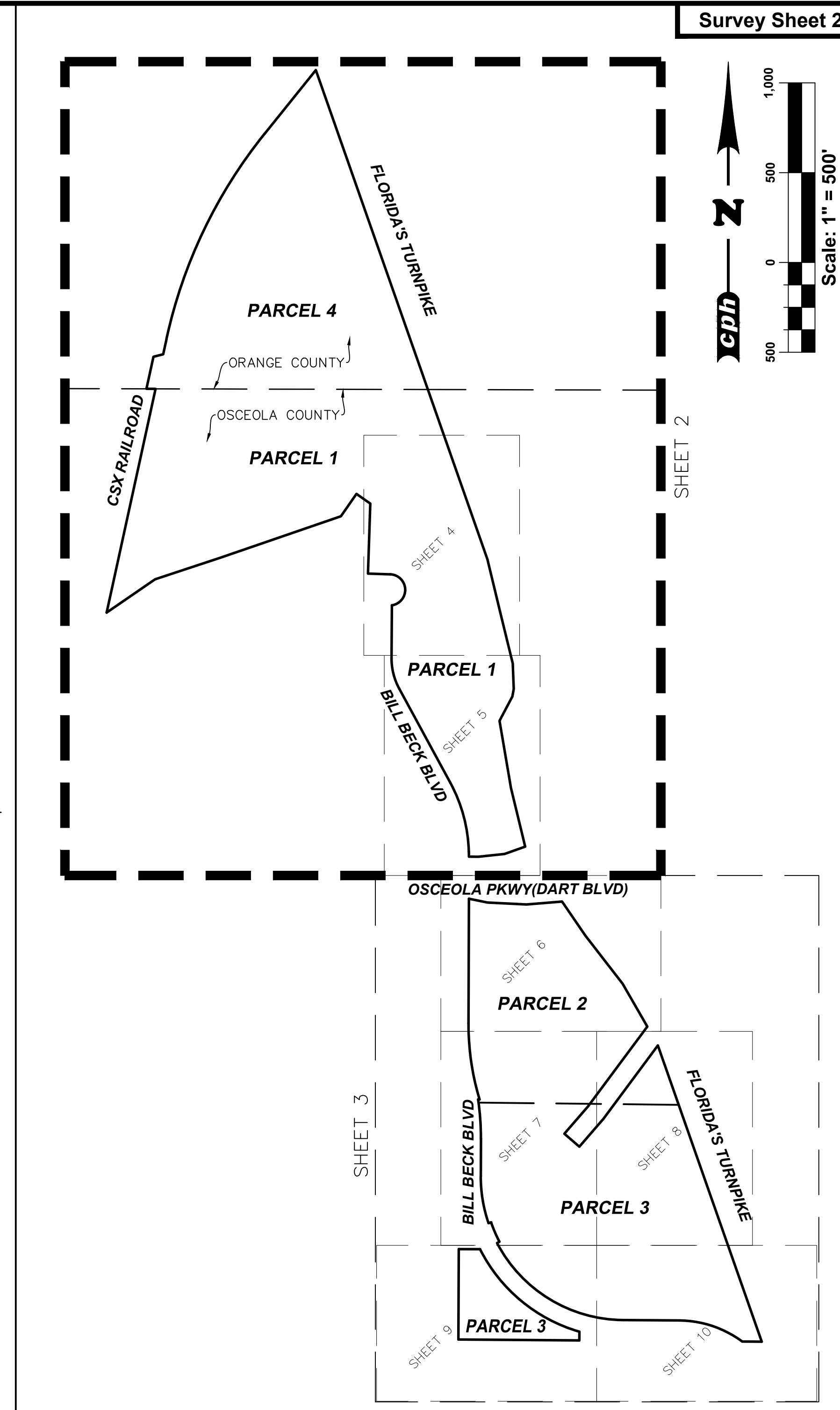
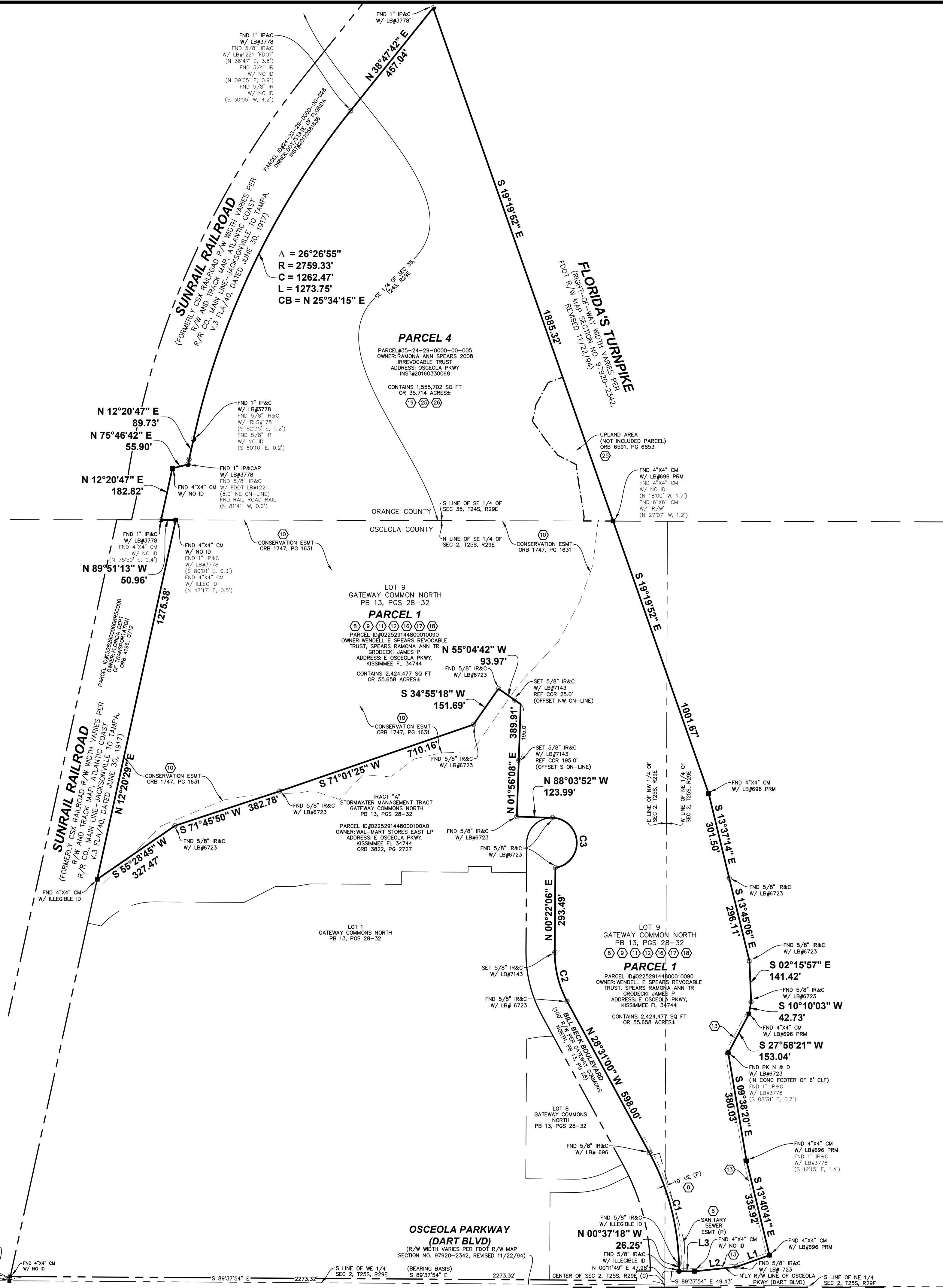
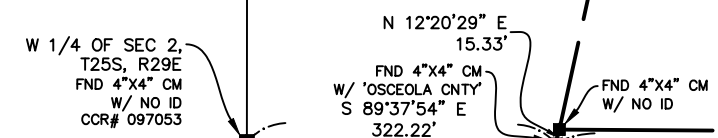
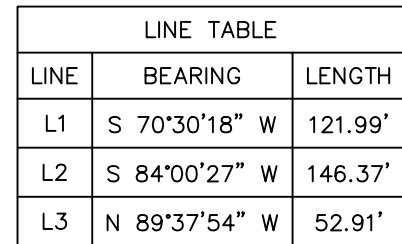
**TRAFFIC IMPACT ANALYSIS**  
**(To Be Submitted Under Separate Cover)**

# Boundary Survey

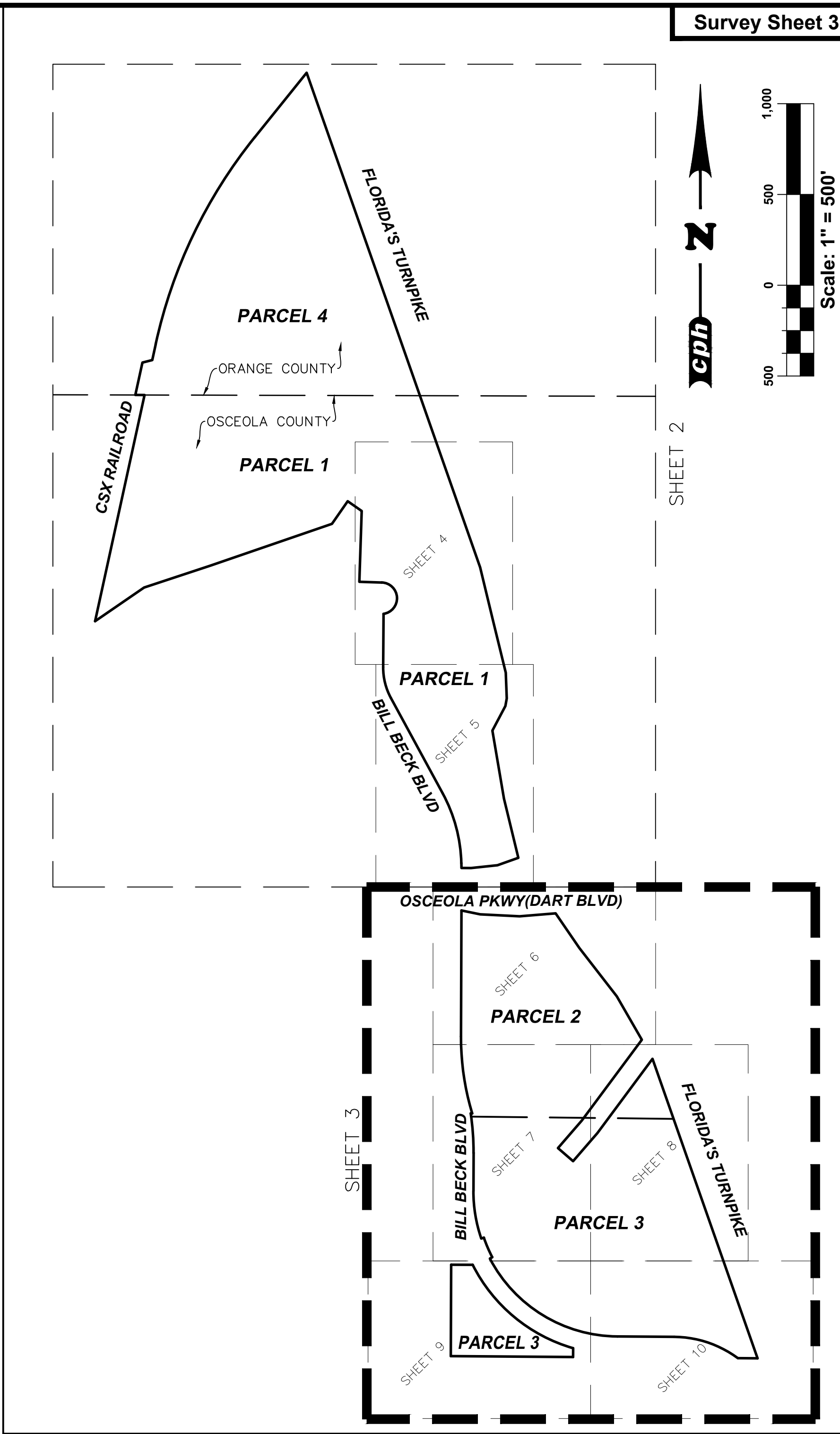






[illegible]





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

[illegible]

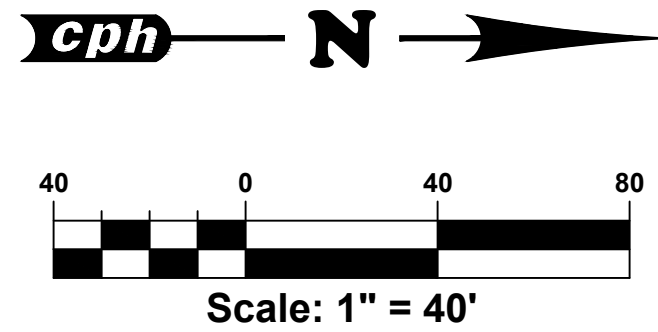
**THIS SURVEY IS NOT VALID  
WITHOUT SURVEY SHEETS  
1 THROUGH 10 OF 10.**

Sheet No.  
**V1.2**





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Surveyor No. LB7143  
Architect No. AA26000926  
Landscape No. LC000298



MATCH LINE B - SEE SHEET 5 OF 10

BILL BECK BOULEVARD

100.00'

AREA CLEARED/VACANT

AREA NOT SURVEYED  
OUT OF SCOPE

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

TITLE BLOCK ABBREVIATIONS  
Eng. = ENGINEERING L.B. = LICENSED BUSINESS  
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL  
Landscape = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED  
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**BOUNDARY SURVEY**  
(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

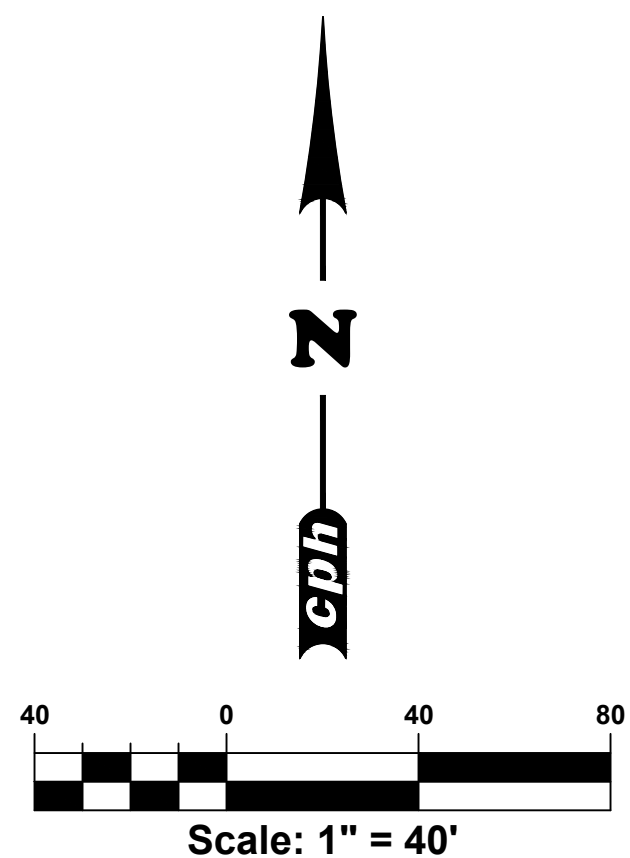
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Sheet No.  
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(RIGHT-OF-WAY WIDTH VARIES PER FDOT R/W  
MAP SECTION NO. 97920-2342, REVISED 11/22/94)

(R/W WIDTH VARIES PER ORB 6070, PG 0062)

—AREA WOODED/VACANT

- AREA WOODED/VACANT

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

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

**C 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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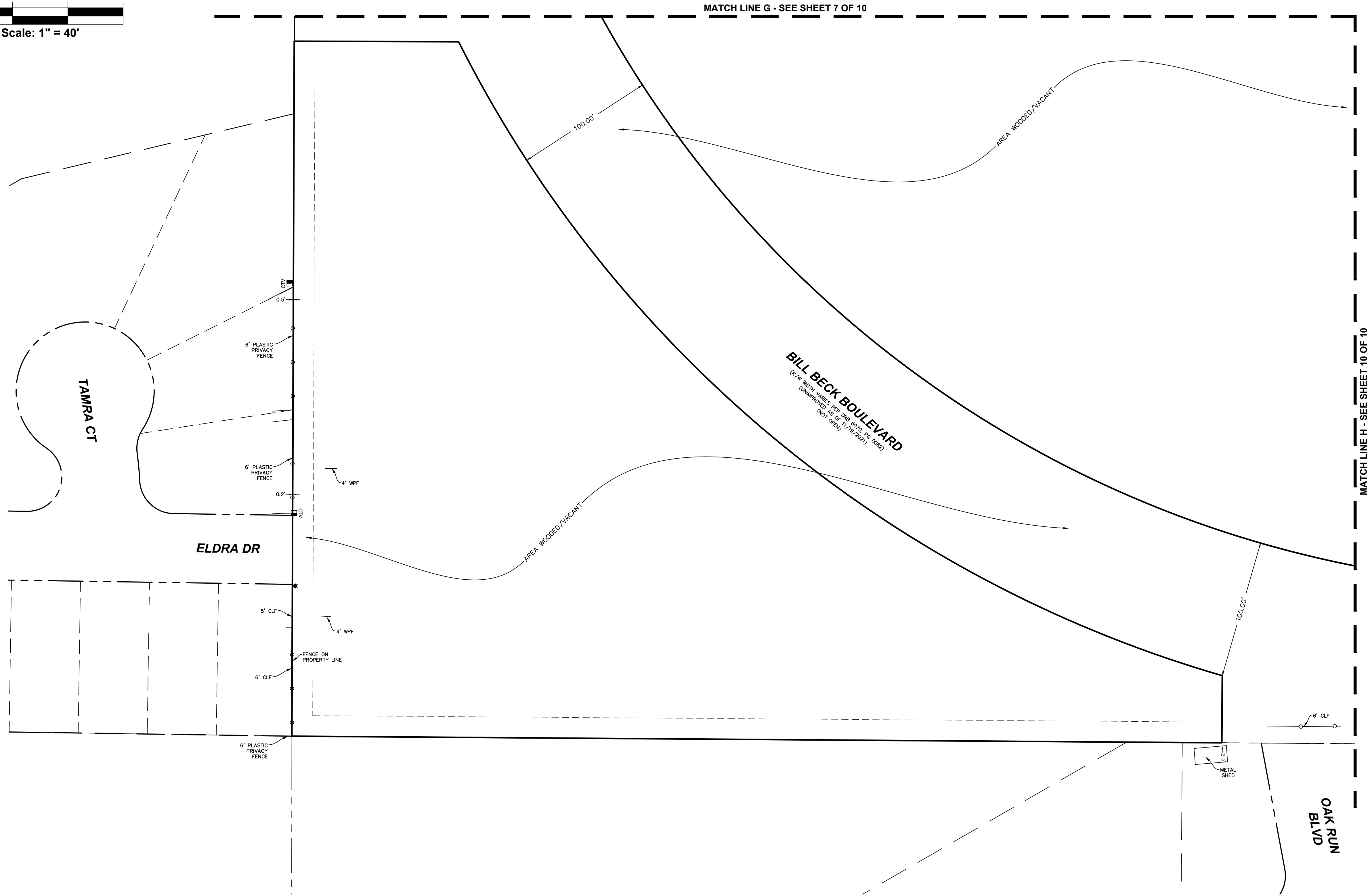
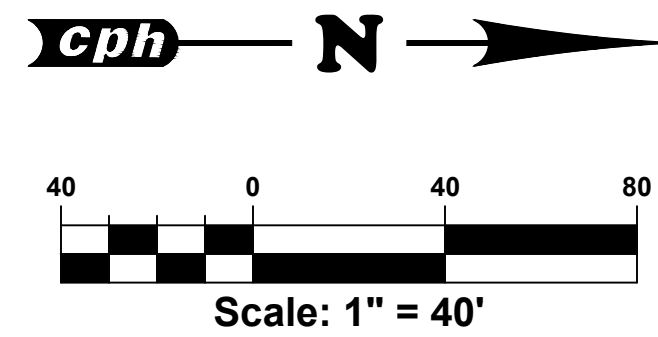
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**JC WILSON & ASSOCIATES**  
**BILL BECK BOULEVARD**

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

**SURVEY IS NOT VALID  
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| TITLE BLOCK ABBREVIATIONS             |                          |                 |  |
|---------------------------------------|--------------------------|-----------------|--|
| Eng. = ENGINEERING                    | L.B. = LICENSED BUSINESS |                 |  |
| C.O.A. = CERTIFICATE OF AUTHORIZATION | Arch. = ARCHITECTURAL    |                 |  |
| Landscp. = LANDSCAPE                  | N/A = NOT APPLICABLE     | Lic. = LICENSED |  |
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## **ITEM 4.B**

**Public Hearing - Second and Final Reading - Ordinance amending the Future Land Use designation to establish MU-V (Mixed Used Vine); LUPA-22-0004 - Proposed Ordinance 22-12**

**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**

Requesting approval of an ordinance that will amend the future land use of several properties to the MU-V (Mixed Use Vine) designation.

### **Explanation**

This is a staff-initiated request to amend the Future Land Use Map and extend the Mixed Use Vine (MU-V) land use designation on the western side of the City, per the map included with this report. The MU-V land use currently stops just past Hoagland Boulevard because its boundary matched the boundary of the Vine Overlay, which was replaced with the Form-Based Code in late 2020. It was always intended that the MU-V land use, which works in conjunction with the Vine Street Redevelopment Master Plan to accomplish the goals and objectives in the Master Plan and the Comprehensive Plan, would extend to the Vine Street Community Redevelopment Area (CRA) boundary which ends at the western city limits. If approved, the properties will be more consistent with the regulations in the Form-Based Code because it will establish density and intensity that is consistent with the uses and development standards in the transect zones.

After Commission approval of the first reading, staff transmitted all applicable documentation to the Florida Department of Economic Opportunity (DEO) and various other state and regional agencies for review. Most agencies did not have significant comments, but the Florida Department of Transportation (FDOT) had two technical comments with resolution to continue to work with their agency on traffic studies and transportation related projects. The City will continue to work with the FDOT on projects in this area, per their recommendations.

### **Recommendation**

The Planning Advisory Board (PAB) recommended approval by a vote of 4-0 on May 4, 2022.

The City Commission approved the first reading on May 17, 2022.

### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Development Services

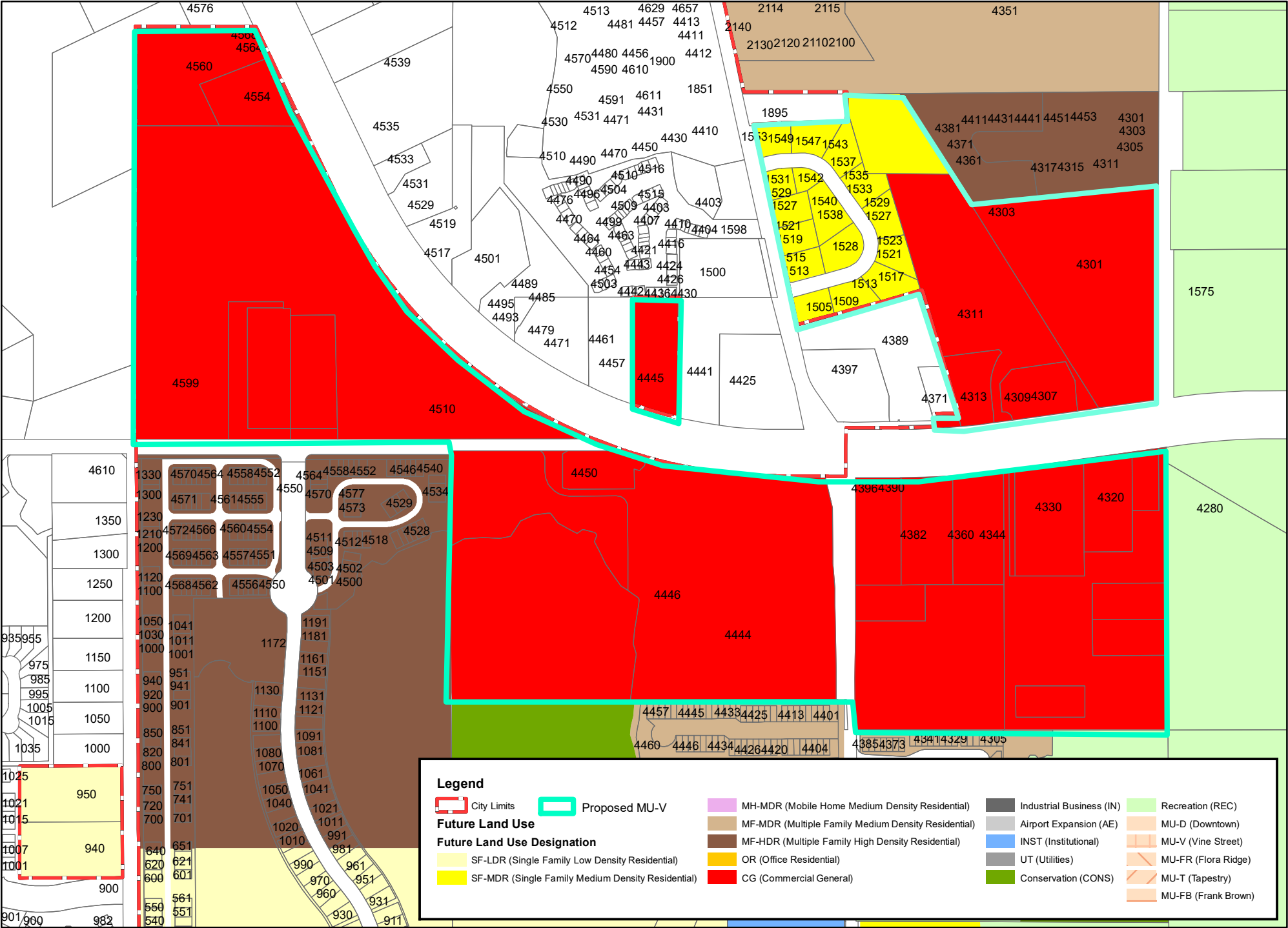
Presenter: Ashley Cornelison

### **Attachment(s):**

1. Map\_MU-V  
City of Kissimmee

2. Proposed Ordinance#22-12
3. DEO Letter\_07.01.2022
4. Agency Responses\_All
5. Advertisement

Future Land Use Map Amendment to MU-V



**PROPOSED ORDINANCE NO. 22-12**  
**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: CG (Commercial General) – City  
SF-MDR (Single Family Medium Density Residential) - City

TO: MU-V (Mixed Use - Vine) – City

|                         |                      |
|-------------------------|----------------------|
| 18-25-29-00U0-0065-0000 | 4301 W VINE ST       |
| 18-25-29-1582-0001-0010 | 4311 W VINE ST       |
| 18-25-29-1582-0001-0020 | 4307 W VINE ST       |
| 18-25-29-1582-0001-0030 | 4313 W VINE ST       |
| 18-25-29-00U0-0241-0000 | TANGELO CIR (VACANT) |
| 19-25-29-00U0-0013-0000 | W VINE ST (VACANT)   |
| 13-25-28-1205-0001-0090 | 1549 TANGELO CIR     |
| 13-25-28-1205-0001-0080 | 1543 TANGELO CIR     |
| 13-25-28-1205-0001-0070 | 1537 TANGELO CIR     |
| 13-25-28-1205-0001-0060 | 1531 TANGELO CIR     |
| 13-25-28-1205-0001-0050 | 1525 TANGELO CIR     |
| 13-25-28-1205-0001-0040 | 1521 TANGELO CIR     |
| 13-25-28-1205-0001-0030 | 1513 TANGELO CIR     |
| 13-25-28-1205-0001-0020 | 1507 TANGELO CIR     |
| 13-25-28-1205-0001-0010 | 1501 TANGELO CIR     |
| 13-25-28-1205-0001-0130 | 1511 OLD VINELAND RD |
| 13-25-28-1205-0001-0120 | 1517 OLD VINELAND RD |



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| 13-25-28-1205-0001-0110 | 1523 OLD VINELAND RD             |
| 13-25-28-1415-0001-010A | 1529 OLD VINELAND RD             |
| 13-25-28-1415-0001-010B | 1542 TANGELO CIR                 |
| 13-25-28-1205-0001-0140 | 1526 TANGELO CIR                 |
| 13-25-28-1205-0001-0150 | 1540 TANGELO CIR                 |
| 13-25-28-00U0-0303-0000 | 4445 W VINE ST                   |
| 13-25-28-00U0-0323-0000 | 4560 W IRLO BRONSON MEM HWY      |
| 13-25-28-1157-0001-0010 | 4554 W IRLO BRONSON MEM HWY      |
| 13-25-28-1699-0001-0010 | 4510 W VINE ST                   |
| 13-25-28-00U0-0345-0000 | OREN BROWN RD (VACANT)           |
| 13-25-28-00U0-0340-0000 | 4599 OREN BROWN RD               |
| 13-25-28-00U0-0020-0000 | 4510 W VINE ST                   |
| 13-25-28-00U0-0025-0000 | OREN BROWN RD (VACANT)           |
| 24-25-28-1572-0001-00B0 | E IRLO BRONSON MEM HWY (VACANT)  |
| 24-25-28-1572-0001-00A0 | KISSIMMEE, FL (MUNICIPAL-VACANT) |
| 24-25-28-1551-0001-0020 | 4450 W VINE ST                   |
| 24-25-28-1551-0001-0010 | 4444 W VINE ST                   |
| 19-25-29-1037-0001-0010 | W VINE ST (VACANT)               |
| 19-25-29-1037-0001-0020 | 4370 W VINE ST                   |
| 19-25-29-1037-0001-0030 | 4340 W VINE ST                   |
| 19-25-29-00U0-0191-0000 | S BASS RD (VACANT)               |
| 19-25-29-00U0-0192-0000 | S BASS RD (VACANT)               |
| 19-25-29-00U0-0182-0000 | PARADISE COVE CT (VACANT)        |
| 19-25-29-00U0-0187-0000 | W VINE ST (VACANT)               |
| 19-25-29-00U0-0186-0000 | W VINE ST (VACANT)               |
| 19-25-29-00U0-0180-0000 | W VINE ST (VACANT)               |
| 19-25-29-00U0-0185-0000 | W VINE ST (MUNICIPAL-VACANT)     |
| 19-25-29-00U0-0181-0000 | 4330 W VINE ST                   |
| 19-25-29-00U0-0183-0000 | 4320 W VINE ST                   |
| 19-25-29-00U0-0184-0000 | E IRLO BRONSON MEM HWY (VACANT)  |

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. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

-----

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

July 1, 2022

The Honorable Olga Gonzalez  
Mayor, City of Kissimmee  
101 Church Street  
Kissimmee, Florida 34741

Dear Mayor Gonzalez:

The Department of Economic Opportunity ("Department") has reviewed the City of Kissimmee's proposed comprehensive plan amendment (Amendment No. 22-02ESR), received on June 1, 2022, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

*The proposed amendment package did not provide a Future Land Use Map depicting the proposed future land use of the property. At adoption, in order for the Department to determine the adopted amendment package complete, the package must contain an adopted future land use map in color format clearly depicting the parcel, its future land use designation, and its adopted designation. For complete submittal requirements, please refer to our website: <http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/how-to-prepare-and-submit-an-adopted-expedited-state-review-comprehensive-plan-amendment>.*

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

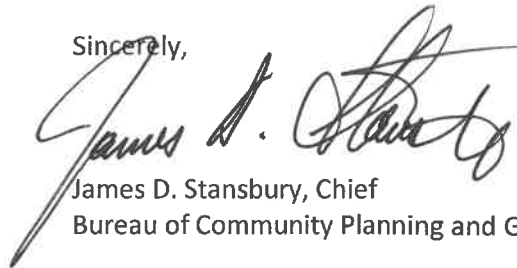
Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Melissa Corbett, Planning Analyst, by telephone at (850) 717-8505 or by email at [Melissa.Corbett@deo.myflorida.com](mailto:Melissa.Corbett@deo.myflorida.com).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/mc

Enclosure(s): Procedures for Adoption

cc: Ashley Cornelison, Senior Planner, City of Kissimmee

Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council



## SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

### FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

\_\_\_\_\_ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

**From:** [Plan\\_Review](#)  
**To:** [Ashley Cornelison](#); [dcpexternalagencycomments@deo.myflorida.com](mailto:dcpexternalagencycomments@deo.myflorida.com)  
**Cc:** [Plan\\_Review](#)  
**Subject:** Kissimmee 22-02ESR Proposed  
**Date:** Thursday, June 30, 2022 2:37:51 PM  
**Attachments:** [image001.png](#)

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

To: Ashley Cornelison, Senior Planner

Re: Kissimmee 22-02ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to [Plan.Review@FloridaDEP.gov](mailto:Plan.Review@FloridaDEP.gov). If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





# East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801  
Phone 407.245.0300 • Fax 407.245.0285 • [www.ecfrpc.org](http://www.ecfrpc.org)

Tara McCue, AICP  
Executive Director

## MEMORANDUM

To: Ashley Cornelison, Senior Planner, City of Kissimmee

From: Staff at ECFRPC

Date: June 14, 2022

Subject: Local Government Comprehensive Plan Review | Proposed Comprehensive Plan Amendment – Kissimmee-22-02ESR/LUPA-22-0004 Vine Mixed-Use Overlay | Kissimmee

### Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes regional planning councils to review local government comprehensive plan amendments prior to their adoption. The comments from regional planning councils are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Any Council comments to the local government will be sent within 30 days of the receipt of the proposed amendments to the proposing government and the State Land Planning Agency.

The amendment package from the City of Kissimmee was received on June 13, 2022. This report includes a summary of the proposed amendment and Council staff comments.

### Summary of Proposed Amendment

This is a City of Kissimmee staff-initiated request to amend the Future Land Use Map and extend the Mixed Use Vine (MU-V) land use designation on the western side of the City, per the map included with these Transmittal Documents. The MU-V land use currently stops just past Hoagland Boulevard because its boundary matched the boundary of the Vine Overlay, which was replaced with the Form-Based Code in late 2020. It was always intended that the MU-V land use, which works in conjunction with the Vine Street Redevelopment Master Plan to accomplish the goals and objectives in the Master Plan and the Comprehensive Plan, would extend to the Vine Street Community Redevelopment Area (CRA) boundary which ends at the western city limits. If approved, this amendment will be more consistent with the regulations in the Form-Based Code because it will establish density and intensity that is consistent with the uses and development standards in the transect zones.



## **Comments and Recommendations**

### ***Regional Impacts***

The East Central Florida Regional Planning Council (ECFRPC) has reviewed this petition and has not found any adverse effects on regional resources.

### ***Extrajurisdictional Impacts***

The ECFRPC has reviewed this petition and has not found extrajurisdictional impacts.

## **Conclusion**

Adverse effects on regional resources or facilities and extrajurisdictional impacts have not been identified with this petition. This petition is thus consistent with the ECFRPC's SRPP policies governing regional planning council reviews of comprehensive plans.

We thank you for the opportunity to review this draft comprehensive plan rewrite. If you have any questions, please do not hesitate to contact John Patterson, AICP by email at [CompPlan@ECFRPC.org](mailto:CompPlan@ECFRPC.org) or by phone at (407) 245-0300, Extension 301.

Sincerely,



*Ken Storey*  
*Communications Specialist*  
East Central Florida Regional Planning Council

CC:  
Florida Dept. of Economic Opportunity  
State Land Planning Agency  
[DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)  
ATTN Ray Eubanks, Administrator, Plan Review and Processing  
Kissimmee 22-02ESR

**From:** [Runion, Morgan](#)  
**To:** [Ashley Cornelison](#); [DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)  
**Subject:** Kissimmee 22-02ESR  
**Date:** Thursday, June 9, 2022 1:39:30 PM

---

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

Dear Ms. Cornelison,

The Office of Educational Facilities within the Florida Department of Education has reviewed the City of Kissimmee 22-02ESR proposed comprehensive plan amendment in accordance with sections 163.3180 and 163.3184, Florida Statutes. Based on review of the submitted materials, staff have no comments on the proposed amendment. If you have any questions or need additional information, please contact me.

Sincerely,

Morgan Runion, AICP  
Office of Educational Facilities  
Florida Department of Education



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

719 S. Woodland Boulevard  
DeLand, Florida 32720

JARED W. PERDUE, P.E.  
SECRETARY

*July 1, 2022*

*Ms. Ashley Cornelison  
Senior Planner  
City of Kissimmee  
101 Church Street  
Kissimmee, Florida 34741-5054*

***Subject: City of Kissimmee Proposed Comprehensive Plan Amendment 22-02ESR  
Response Type: Technical Assistance Comments***

*Dear Ms. Cornelison,*

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment City of Kissimmee Proposed 22-02ESR, as requested in your transmittal letter, dated June 1, 2022.

Based on the proposed Comprehensive Plan Amendment (CPA) package, the application is for the proposed City Ordinance #22-12, which amends the land use of several properties along U.S. 192 (Vine Street) to Mixed Use Vine (MU-V).

The forty-seven (47) properties identified within the proposed CPA are generally located adjacent to U.S. 192 (Vine Street), and west of Carroll Street / Hoagland Boulevard, within the City of Kissimmee. The location map of the subject properties is shown in **Appendix A**. As indicated in the location map, segments of U.S. 192 (Vine Street), S.R. 535, and John Young Parkway (S.R. 600) are located within the 3-mile radius of the property.

The amendment package proposes to change the adopted FLUM designation for 47 parcels, totaling  $\pm 139.83$  acres. The adopted FLUM designations consist of  $\pm 9.71$ -acres of Single-Family Medium Density Residential (SF-MDR) land use and  $\pm 130.12$ -acres ( $\pm 32.84$ -acres are submerged) of Commercial General (CG). In compliance with the City's Future Land Use Policy for SF-MDR and CG (1.2.3.2), the maximum allowable densities are 4 dwelling units (DUs) per acre and a 2.5 floor-area ratio (FAR), respectively.

The proposed FLUM designation of Multi Use – Vine (MU-V) is recommended for the properties. As documented by the Vine Street Community Redevelopment Agency (CRA) Master Plan (dated September 2012), the vision for the Vine Street corridor is to transform the existing strip-style, highway commercial development, into a connected series of mixed-use, urban scale neighborhoods and villages. This CRA was established to promote walking, biking, shorter auto trips, and the provision of various forms of transit. The master plan provided the framework for transforming the linear, automobile dominated corridor into a series of cohesive, unique villages and neighborhoods that are strongly connected to downtown Kissimmee and other

communities. The proposed CPA is consistent with the CRA property boundaries laid out in the Master Plan.

In compliance with the City's Future Land Use Policy 1.2.9.3 (MU-V), the maximum allowable densities for proposed land use change is 40 DUs per acre for residential and a 6.0 floor-area ratio (FAR) for non-residential, with a mixture of 50% residential and 50% non-residential.

**Appendix B** shows the trip generation potential for the adopted and proposed land use scenarios, and the change in trips because of the proposed amendment, based on the maximum allowable development scenario. Based on this analysis, the proposed amendment was determined to significantly increase the trip generation potential of the subject property by 117,569 daily trips and by 23,951 PM peak hour trips.

An analysis of existing State facilities within three (3) miles of the subject area is included as **Appendix C**. This analysis showed all segments are currently operating at an acceptable LOS targets. Furthermore, based on the future YR 2045 scenario, several segments of U.S. 192 (Vine Street) and S.R. 535 are located within three (3) miles of the subject property and are projected to exceed LOS targets. Note, the segments along U.S. 192 (Vine Street) that are anticipated to operate at an adverse condition in YR 2040 is located directly adjacent to the subject properties.

As proposed, FDOT is providing the following technical assistance comments. FDOT is providing technical assistance comments, consistent with Section 163.3168(3), Florida Statutes. The technical assistance comments will not form the basis of a challenge. The technical assistance comments can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community or is/are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.:

*Technical Assistance Comment #1*

Based on the analysis above and the information provided, the FLUM amendment would significantly increase the trip generation potential of the subject properties, and a significant percentage of these trips would be impacting U.S. 192 (Vine Street). The proposed package did not include a traffic analysis addressing this increase in trips generated. In addition, based on the CRA Master Plan, the CRA was established to promote walking, biking, shorter auto trips, and the provision of various forms of transit. Without a traffic study, the Department is unable to determine the potential percent reduction in trips generated, such as internal capture.

As previously noted, it is anticipated that segments of U.S. 192 (Vine Street) and S.R. 535 are projected to exceed LOS standards through the Year 2040 scenario. Therefore, the proposed amendment is anticipated to significantly adversely impact the SHS.

*Resolution of Technical Assistance Comment #1*

The Department recommends that the City of Kissimmee coordinate with the Department regarding the future traffic studies and mitigation of potential impacts of the proposed comprehensive plan to the SHS, including segments of U.S. 192 (Vine Street), in close proximity to the proposed amendment.

*Technical Assistance Comment #2*

Several properties are located adjacent to U.S. 192 (Vine Street) and are currently connecting to / could request access to U.S. 192 (Vine Street). As such, U.S. 192 (Vine Street) may require new driveway connections which would impact U.S. 192 (Vine Street) and the existing median



openings and/or turn lanes. As such, the Department requests that each project include an Access Management discussion within the future traffic studies / submittals for project driveways connecting to state facilities (i.e. U.S. 192) and/or proposed median openings, per Chapters 14-96 and 14-97, F.A.C.

*Resolution of Technical Assistance Comment #2*

The FDOT requests continued coordination with the City and application regarding copies of all transportation related documents associated with the properties within the proposed CPA. As well as any documents submitted or produced in associated with any updates to submittals regarding the traffic impacts to the State highway system. The Department requests that each project include an Access Management discussion within the future traffic studies / submittals for project driveways connecting to state, which include applying for a driveway connection via the Department's driveway connection permit application.

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5077 or by email at [Stephen.Browning@dot.state.fl.us](mailto:Stephen.Browning@dot.state.fl.us).

Sincerely,

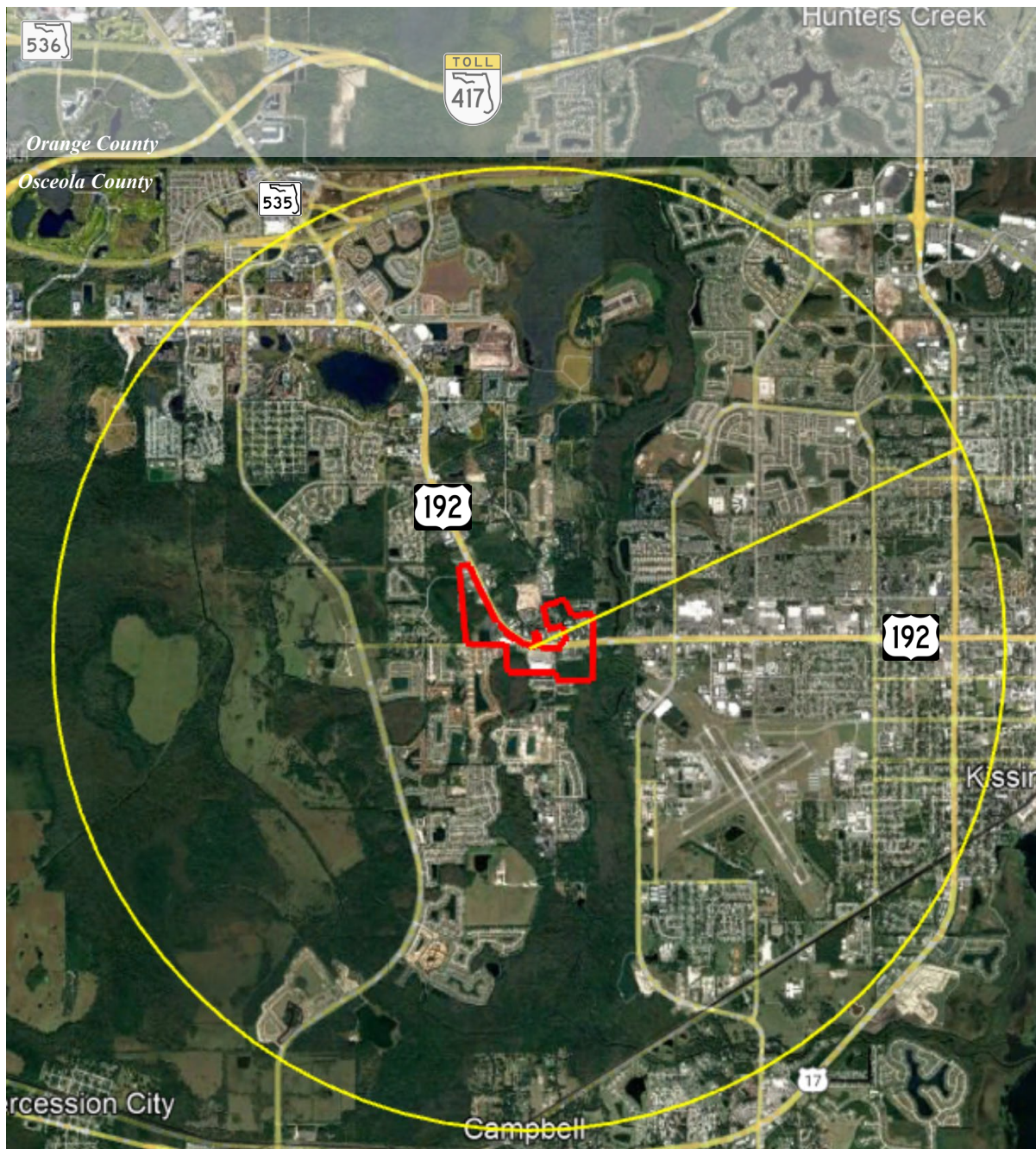


Stephen Browning, P.E.  
Systems Planning Coordinator

cc: *Brenda Ryan, Kissimmee*  
*Don Fisher, Osceola County*  
*Jennifer Carver, FDOT*

*D. Ray Eubanks, DEO*  
*Kelly Corvin, DEO*  
*Tara McCue, ECFRPC*

## APPENDIX A LOCATION MAP



## APPENDIX B TRIP GENERATION ANALYSIS

**Trip Generation Potential of Parcel Affected by FLUM Amendment**

| Scenario   | Land Use                                            | Parcel Size* |       | ITE Code | Max Density | Allowed Development |    | Daily Trips | PM Peak Hour Trips |
|------------|-----------------------------------------------------|--------------|-------|----------|-------------|---------------------|----|-------------|--------------------|
| Adopted*   | Single Family - Medium Density Residential (SF-MDF) | 9.71         | Acres | 210      | 4 DUs/Acre  | 38                  | DU | 414         | 40                 |
|            | Commercial General (CG)                             | 130.12       | Acres | 820      | 2.5 FAR     | 14,170,068          | SF | 375,844     | 19,978             |
| Proposed   | Mixed Use - Vine (MU-V)                             | 69.92        | Acres | 222      | 40 DUs/Acre | 2,796               | DU | 10,890      | 750                |
|            |                                                     | 69.91        | Acres | 820      | 6.0 FAR     | 18,271,677          | SF | 482,937     | 23,991             |
| Difference |                                                     |              |       |          |             |                     |    | + 117,569   | + 23,951           |

Source: ITE Trip Generation Manual, 11th Edition

**APPENDIX C**  
**STATE ROADWAY SEGEMENTS AFFECTED BY PROPOSED FLUM AMENDMENT**

| Roadway(s)                      | Segment(s)                                    | County  | SIS? | # of Lanes | LOS Target | 2020                         |        |             | 2045                         |        |             |
|---------------------------------|-----------------------------------------------|---------|------|------------|------------|------------------------------|--------|-------------|------------------------------|--------|-------------|
|                                 |                                               |         |      |            |            | Service Volume at LOS Target | AADT   | Acceptable? | Service Volume at LOS Target | AADT   | Acceptable? |
| U.S. 192/S.R. 530 (Vine Street) | Polynesian Isle Boulevard to S.R. 535         | Osceola | N    | 6          | D          | 62,900                       | 30,000 | Y           | 62,900                       | 34,000 | Y           |
|                                 | S.R. 535 to Oren Brown Road                   | Osceola | N    | 6          | D          | 62,900                       | 41,000 | Y           | 62,900                       | 64,000 | N           |
|                                 | Oren Brown Road to Hoagland Boulevard         | Osceola | N    | 6          | D          | 62,900                       | 58,000 | Y           | 62,900                       | 69,000 | N           |
|                                 | Hoagland Boulevard to John Young Parkway      | Osceola | N    | 6          | D          | 62,900                       | 40,500 | Y           | 62,900                       | 52,000 | Y           |
|                                 | John Young Parkway to Central Avenue          | Osceola | N    | 6          | D          | 62,900                       | 44,500 | Y           | 62,900                       | 52,000 | Y           |
| S.R. 535                        | U.S. 192 (Vine Street) to Poinciana Boulevard | Osceola | N    | 4          | D          | 41,790                       | 26,500 | Y           | 41,790                       | 33,000 | Y           |
|                                 | Poinciana Boulevard to Orange County Line     | Osceola | N    | 4          | D          | 41,790                       | 35,500 | Y           | 41,790                       | 63,000 | N           |
| SR 600/US 17/92/John Young Pkwy | Emmett Street to U.S. 192 (Vine Street)       | Osceola | N    | 6          | D          | 59,900                       | 35,500 | Y           | 59,900                       | 56,000 | Y           |



NOTICE OF PUBLIC HEARING
CITY COMMISSION

This is to inform you that the City Commission will hold a Public Hearing concerning the Second and Final Reading of this amendment on Tuesday, August 16, 2022, at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida 34741.

All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., Tuesday, August 16, 2022.

The proposed amendment to be discussed at the public hearing will be as follows:

PROPOSED ORDINANCE # 22-12: MU-V Land Use Expansion: 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.

FROM: CG (Commercial General) – City
SF-MDR (Single Family Medium Density Residential) - City

TO: MU-V (Mixed Use - Vine) – City

|                         |                                  |
|-------------------------|----------------------------------|
| 18-25-29-00U0-0065-0000 | 4301 W VINE ST                   |
| 18-25-29-1582-0001-0010 | 4311 W VINE ST                   |
| 18-25-29-1582-0001-0020 | 4307 W VINE ST                   |
| 18-25-29-1582-0001-0030 | 4313 W VINE ST                   |
| 18-25-29-00U0-0241-0000 | TANGELO CIR (VACANT)             |
| 19-25-29-00U0-0013-0000 | W VINE ST (VACANT)               |
| 13-25-28-1205-0001-0090 | 1549 TANGELO CIR                 |
| 13-25-28-1205-0001-0080 | 1543 TANGELO CIR                 |
| 13-25-28-1205-0001-0070 | 1537 TANGELO CIR                 |
| 13-25-28-1205-0001-0060 | 1531 TANGELO CIR                 |
| 13-25-28-1205-0001-0050 | 1525 TANGELO CIR                 |
| 13-25-28-1205-0001-0040 | 1521 TANGELO CIR                 |
| 13-25-28-1205-0001-0030 | 1513 TANGELO CIR                 |
| 13-25-28-1205-0001-0020 | 1507 TANGELO CIR                 |
| 13-25-28-1205-0001-0010 | 1501 TANGELO CIR                 |
| 13-25-28-1205-0001-0130 | 1511 OLD VINELAND RD             |
| 13-25-28-1205-0001-0120 | 1517 OLD VINELAND RD             |
| 13-25-28-1205-0001-0110 | 1523 OLD VINELAND RD             |
| 13-25-28-1415-0001-010A | 1529 OLD VINELAND RD             |
| 13-25-28-1415-0001-010B | 1542 TANGELO CIR                 |
| 13-25-28-1205-0001-0140 | 1526 TANGELO CIR                 |
| 13-25-28-1205-0001-0150 | 1540 TANGELO CIR                 |
| 13-25-28-00U0-0303-0000 | 4445 W VINE ST                   |
| 13-25-28-00U0-0323-0000 | 4560 W IRLO BRONSON MEM HWY      |
| 13-25-28-1157-0001-0010 | 4554 W IRLO BRONSON MEM HWY      |
| 13-25-28-1699-0001-0010 | 4510 W VINE ST                   |
| 13-25-28-00U0-0345-0000 | OREN BROWN RD (VACANT)           |
| 13-25-28-00U0-0340-0000 | 4599 OREN BROWN RD               |
| 13-25-28-00U0-0020-0000 | 4510 W VINE ST                   |
| 13-25-28-00U0-0025-0000 | OREN BROWN RD (VACANT)           |
| 24-25-28-1572-0001-00B0 | E IRLO BRONSON MEM HWY (VACANT)  |
| 24-25-28-1572-0001-00A0 | KISSIMMEE, FL (MUNICIPAL-VACANT) |
| 24-25-28-1551-0001-0020 | 4450 W VINE ST                   |
| 24-25-28-1551-0001-0010 | 4444 W VINE ST                   |
| 19-25-29-1037-0001-0010 | W VINE ST (VACANT)               |
| 19-25-29-1037-0001-0020 | 4370 W VINE ST                   |
| 19-25-29-1037-0001-0030 | 4340 W VINE ST                   |
| 19-25-29-00U0-0191-0000 | S BASS RD (VACANT)               |
| 19-25-29-00U0-0192-0000 | S BASS RD (VACANT)               |
| 19-25-29-00U0-0182-0000 | PARADISE COVE CT (VACANT)        |
| 19-25-29-00U0-0187-0000 | W VINE ST (VACANT)               |
| 19-25-29-00U0-0186-0000 | W VINE ST (VACANT)               |
| 19-25-29-00U0-0180-0000 | W VINE ST (VACANT)               |
| 19-25-29-00U0-0185-0000 | W VINE ST (MUNICIPAL-VACANT)     |
| 19-25-29-00U0-0181-0000 | 4330 W VINE ST                   |
| 19-25-29-00U0-0183-0000 | 4320 W VINE ST                   |
| 19-25-29-00U0-0184-0000 | E IRLO BRONSON MEM HWY (VACANT)  |

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3050, known as the Comprehensive Development Plan, which would change the Future Land Use Map of the Kissimmee Comprehensive Plan. Any interested parties may appear at the meeting and be heard regarding the adoption of the proposed comprehensive plan amendment.

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.

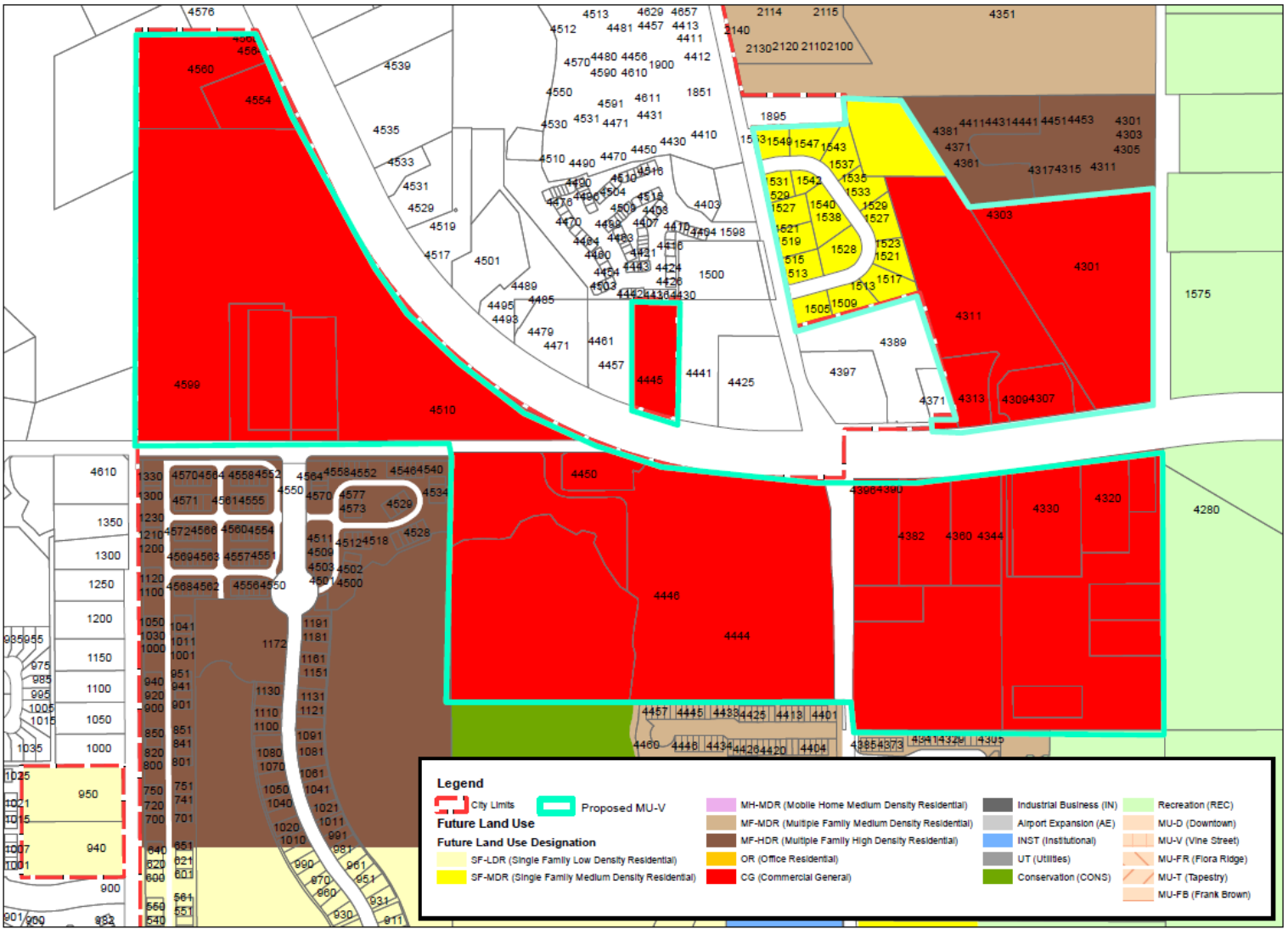
Reference # LUPA-22-0004
MU-V Land Use Expansion

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)

Future Land Use Map Amendment to MU-V



## **ITEM 5.A**

### **Public Hearing - Constellation (Formerly Ramona) Planned Unit Development (PUD) Amendment: PUD-22-0001**

#### **Request**

Approval of a Planned Unit Development (PUD) Amendment 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 Parkway.

#### **Explanation**

The Constellation PUD Amendment will establish 1,020,000 sq. ft. of industrial warehouse uses and remove the previously approved 720 residential units, 182,000 sq. ft. commercial, 300 hotel rooms, and assisted living facility uses from the Ramona PUD (DRC#18-0018). The Constellation PUD will specifically include Industrial Business (IB) Zoning permitted uses such as warehouse and distribution, wholesale trade, light and medium manufacturing, as well as ancillary office uses. The new uses is compatible with the concurrent Constellation Industrial Land Use Amendment (LUPA-22-0001).

The parcels were previously part of the Gateway Commons Development of Regional Impact (DRI)(DRC#18-0016) that was rescinded at the May 7, 2019 City Commission Meeting.

Off-site transportation improvements to the segment of Bill Beck Blvd. south of Osceola Parkway has commenced and 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 Osceola Parkway intersection. A trip generation analysis has been included within the PUD Narrative that demonstrates a decrease of daily transportation trips with the new industrial entitlements compared to the previously approved Ramona PUD mixed uses.

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. Examples of conceptual building elevations and site layouts are included in the attached Constellation Photo Book.

#### **FINDINGS AND REASONS:**

1. Compliance with Land Development Code Section 14-3-28(G), Zoning Map Amendment to Planned Unit Development, in regards to the submittal and review procedures and criteria to support PUD conceptual plan amendments.
2. Compliance with the site design regulations such as density, lot area, setbacks, building separation, height, and other general standards such as internal circulation, access and other conditions as outlined in Section 14-4-8(D)(4).
3. Compliance with Policy 1.2.4.3, Industrial Business (IN) Future Land Use Designation, 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.

## **Recommendation**

### **REQUESTED PLANNING ADVISORY BOARD ACTION:**

Approve w/Conditions

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.

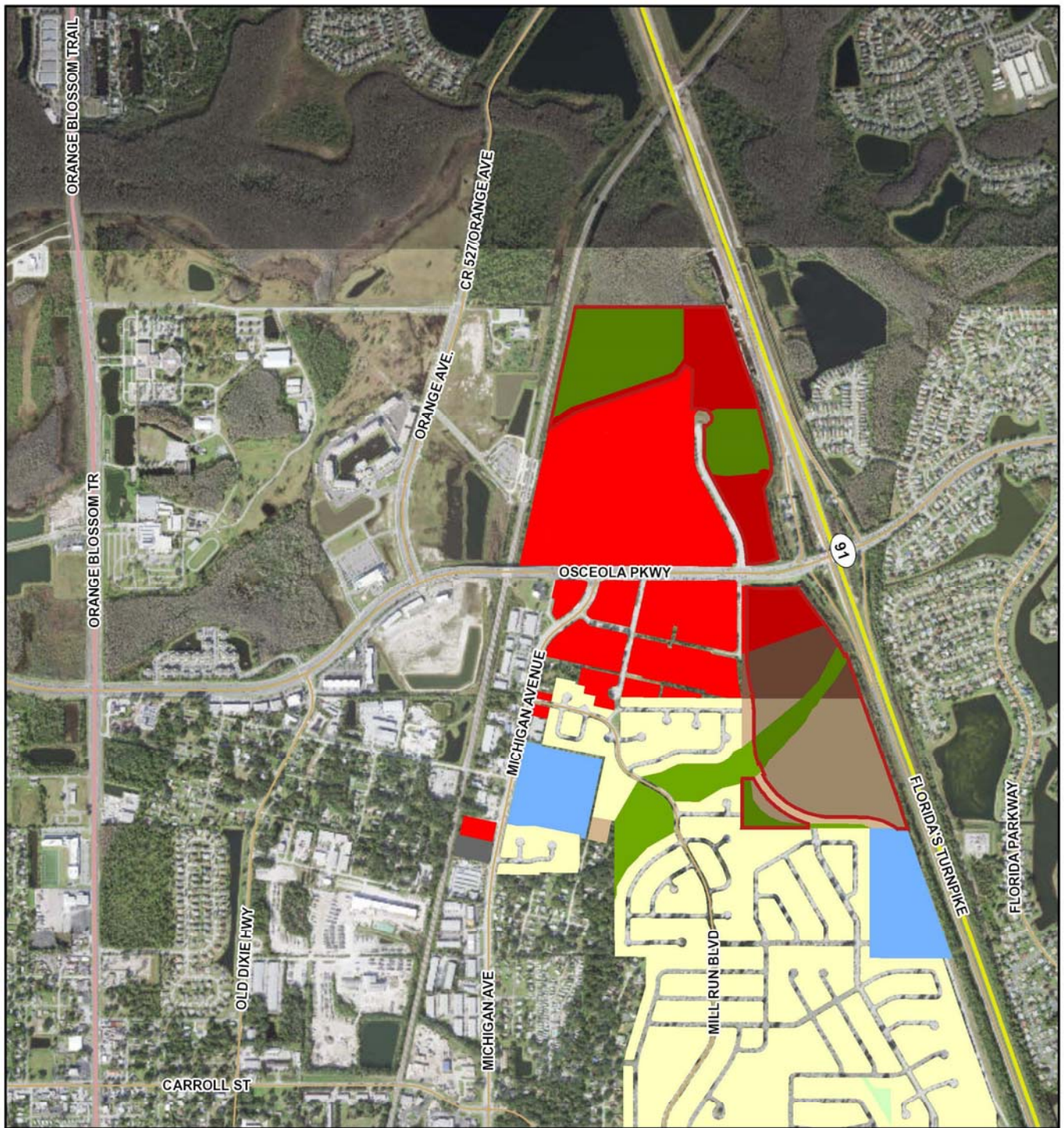
### **CONDITION:**

1. Subject to City Commission approval of the Constellation Land Use Amendment (LUPA-22-0001).

### **Attachment(s):**

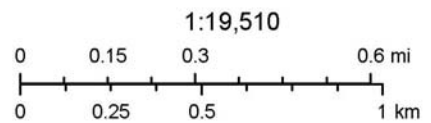
1. PUD-22-0001 Vicinity Map
2. PUD-22-0001 Aerial Map
3. PUD-22-0001 Site Data Tables
4. PUD-22-0001 PUD Narrative
5. PUD-22-0001 Constellation Photo Book
6. PUD-22-0001 April 6, 2022 PAB Actions
7. PUD-22-0001 Planning DRC Comments
8. PUD-22-0001 School District DRC Comments
9. PUD-22-0001 PWE DRC Comments
10. PUD-22-0001 DRC Application Supporting Documents





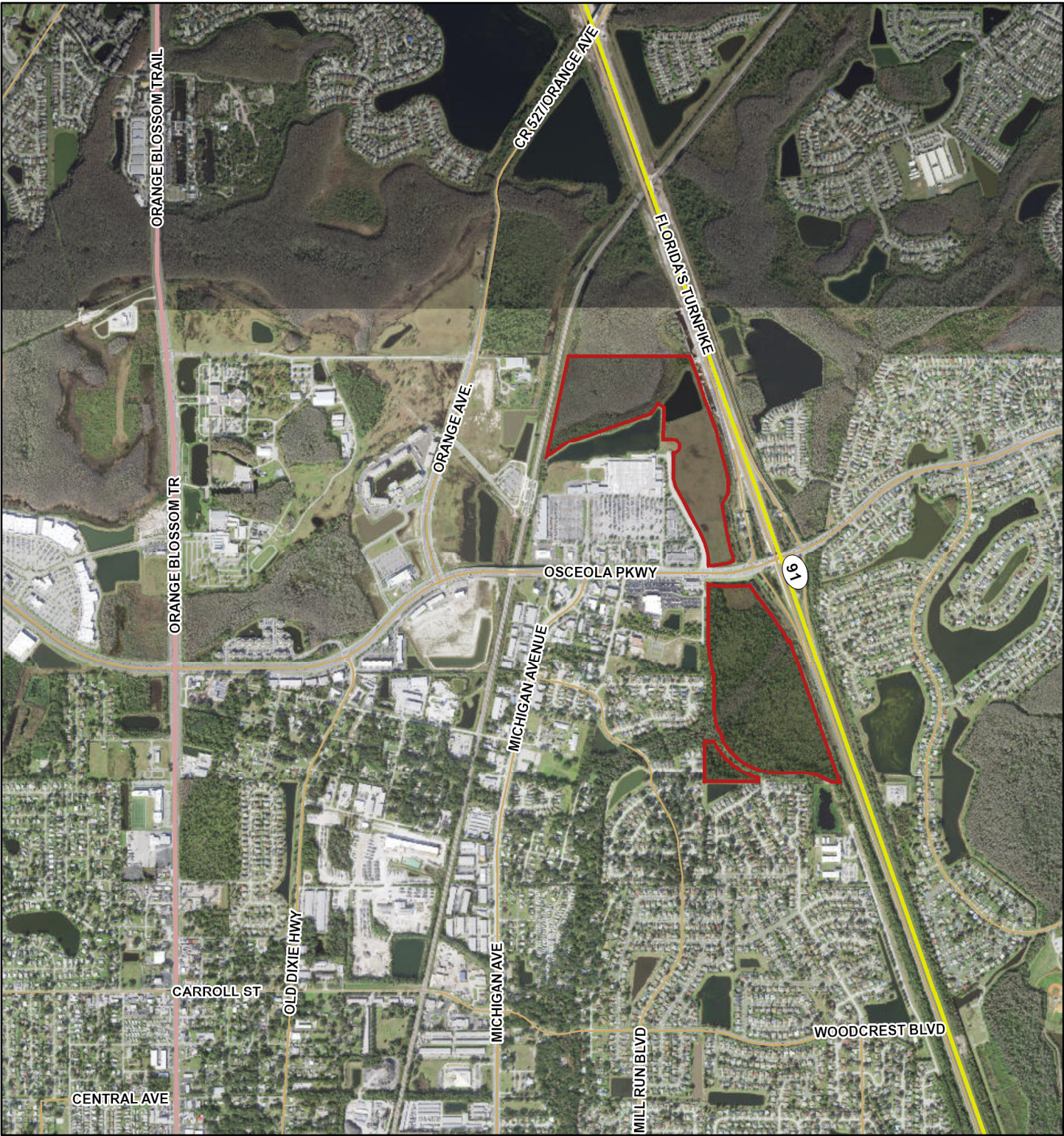
March 22, 2022

- Toll Roads
- US Roads
- Major Roads



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

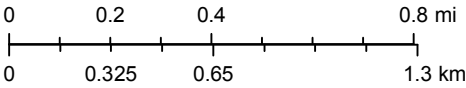




March 22, 2022

1:24,075

- 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) PUD Amendment, PUD-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

| <b>Site Data</b>                     |                                                                                                                                                                                                                                         |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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<br>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                                                                                                                                                                                                                   |
| <b>Adjacent Land Use</b>             |                                                                                                                                                                                                                                         |
| 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                                                                                                                                   |
| <b>Adjacent Zoning</b>               |                                                                                                                                                                                                                                         |
| 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<br>96-061 Gateway Commons DRI Amendment<br>99-099 Gateway Commons DRI Amendment<br>04-097 Land Use Amendment<br>04-099 Land Use Amendment<br>05-146 PUD Amendment<br>18-00016 Gateway Commons DRI Rescission |

|  |                                                                                                                                                         |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 18-017 Land Use Amendment (Ramona)<br>18-018 PUD Amendment (Ramona)<br>LUPA-22-0001 Land Use Amendment (pending)<br>PUD-22-0001 PUD Amendment (pending) |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Comprehensive Plan Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |
| 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                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Zoning District Standards District Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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. |



| <b>Zoning Comparisons</b> |                                                                                                                                          |                                                                                                                                                                               |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <i>Existing PUD Standards</i>                                                                                                            | <i>Proposed PUD Standards</i>                                                                                                                                                 |
| Uses                      | 720 MF Units<br>182,000 sq. ft. Commercial<br>300 Hotel Rooms<br>Assisted Living Facility <i>(with use of the Equivalency Matrix)</i>    | 1,020,000 sq. ft.<br>Warehouse/Distribution<br>Light Manufacturing<br>Medium Manufacturing<br>Wholesale Trade<br>Permitted IB Zoning Uses<br>Office Ancillary to Primary Uses |
| Lot Width                 | 100 ft. Apts. & Condos<br>20 ft. Townhomes<br>200 ft. Commercial*                                                                        | 150 ft.                                                                                                                                                                       |
| Lot Area                  | 10,000 sq. ft. Apts. & Condo<br>2,000 sq. ft. Townhomes<br>40,000 sq. ft. Commercial*                                                    | 15,000 sq. ft.                                                                                                                                                                |
| Lot Depth                 | 100 ft. Apts. & Condos<br>150 ft. Commercial*                                                                                            | 100 ft.                                                                                                                                                                       |
| Max. Impervious Area      | 75% Apts. & Condos<br>80% Commercial*                                                                                                    | 85%                                                                                                                                                                           |
| Max. Height               | 3 stories (40 ft.) Apts/Condos**<br>6 stories (70 ft.) Apts/Condos**<br>4 stories (50 ft.) Apts/Condos**<br>3 stories (40 ft.) Townhomes | N/A                                                                                                                                                                           |
| <b>Setbacks</b>           |                                                                                                                                          |                                                                                                                                                                               |
| Front                     | 15 ft. <i>(Bill Beck Blvd.)</i><br>35 ft. <i>(FL Turnpike)</i><br>10-20 ft. <i>(Interior Front)</i><br>5 ft. <i>(Front Porch)</i>        | 25 ft. <i>(Bill Beck Blvd.)</i><br>35 ft. <i>(Osceola Pkwy.)</i>                                                                                                              |
| Side                      | Zero <i>(Internal Bldgs.)</i><br>10ft. <i>(Internal ROWs)</i><br>15ft. <i>(PUD Boundary)</i>                                             | 10 ft.                                                                                                                                                                        |
| Rear                      | Zero <i>(Apts/Condos)</i><br>15 ft. <i>(Townhomes)</i>                                                                                   | 10 ft.                                                                                                                                                                        |

\*HC Zoning Development Standards

\*\*3 stories/40ft. within 150ft. of single family zoned properties; more than 150ft. from single family zoned properties can be increased to 6 stories/70ft. on Parcel R1 and 4 stories/50ft. on Parcel R2.

| <b>Public Facilities Analysis</b> |                                                                                                                            |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Transportation</b>             |                                                                                                                            |
| 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. |
| <b>Sanitary Sewer</b>                                                                                                 |                                                                                                                                                                                                                                                                                                                                                          |
| Is volume less than 98% capacity?                                                                                     | N/A – Compliance                                                                                                                                                                                                                                                                                                                                         |
| <b>Potable Water</b>                                                                                                  |                                                                                                                                                                                                                                                                                                                                                          |
| Is volume less than 98% capacity?                                                                                     | N/A – Compliance                                                                                                                                                                                                                                                                                                                                         |
| Is water pressure at least 40lbs per square inch?                                                                     | N/A – Compliance                                                                                                                                                                                                                                                                                                                                         |
| <b>Solid Waste</b>                                                                                                    |                                                                                                                                                                                                                                                                                                                                                          |
| Is volume less than 5.1lbs per person per calendar day?                                                               | N/A – Compliance                                                                                                                                                                                                                                                                                                                                         |
| <b>Recreation</b>                                                                                                     |                                                                                                                                                                                                                                                                                                                                                          |
| 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                                                                                                                                                                                                                                                                                                                                         |
| <b>Drainage</b>                                                                                                       |                                                                                                                                                                                                                                                                                                                                                          |
| Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met? | N/A- Compliance                                                                                                                                                                                                                                                                                                                                          |



March 29, 2022

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

RE: Constellation PUD Amendment (PUD-22-0001)  
Responses to March 1, 2022, DRC Comments  
Revised Submittal Package

Dear Brenda:

On behalf of the property owners and applicant, PDA is pleased to submit the following responses to the March 1, 2022, Development Review Committee (DRC) comments on the Constellation PUD Amendment (PUD-22-0001) application.

In addition to this letter, included in this revised submittal package are the following documents:

- Revised PUD Amendment Narrative Addressing DRC Comments;
- New Executed Property Owner Affidavits (Exhibit A);
- Gateway Commons DRI Rescission Resolution (Exhibit B); and
- PUD Parking Ratio Supporting Documentation (Exhibit C).

DRC Comments and Responses

PLANNING – Brenda Ryan  
GENERAL

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 confirms Michael Spears can act as a sole trustee for all trusts.

***Response: Included in this revised submittal package as Exhibit A are executed property owner affidavits reflecting the current ownership of the subject parcels, as described below. The new property owner affidavits have also been incorporated into the revised submittal package in Section 1 Application Documents.***

**Parcel ID# 02-25-29-1448-0001-0090 (North of Osceola Parkway)**

Property Owner: Ramona A Spears Revocable Trust  
3 Trustees: Michael Spears, Patrick Spears, James Grodecki

**Parcel ID# 02-25-29-00U0-0032-0000 & Parcel ID# 02-02-29-00U0-0025-0000  
(South of Osceola Parkway)**

Property Owner: Ramona A Spears 2008 Irrevocable Trust  
1 Trustee: James Grodecki

**USES & DEVELOPMENT STANDARDS**

2. Review the definition of manufacturing in the LDC and the different intensities to confirm whether light manufacturing will be the only type of manufacturing considered with this PUD Amendment.

***Response: The list of Permitted Uses in the PUD has been revised to include Medium Manufacturing, as well as other Permitted Uses in the Land Development Code (LDC) Industrial Business (IB) zoning district.***

3. Consider including prohibited (e.g., motor vehicle repair) and conditional uses (e.g. outdoor activities and storage).

***Response: Any use not included in the PUD Permitted Uses is prohibited in the PUD. Further, the applicant does not wish to include any Conditional Uses in the proposed project.***

4. Include that all repair and manufacturing activities conducted within 300 feet of a residential district shall be in completely enclosed buildings. Processes located at a greater distance may be located outdoors if approved as a conditional use and shall be enclosed by a solid wall or fence at least six feet high.

***Response: The requested language has been added to the Permitted Uses subsection of Section 4: Development Standards in the revised PUD narrative included in this submittal package.***

5. Revise the front setback and establish a separate front setback requirement from Bill Beck Blvd. and Osceola Parkway to 35ft. (arterial & collector roadways).

***Response: The Building Setbacks subsection of Section 4: Development Standards in the revised PUD narrative now includes a separate 35' front setback requirement from Osceola Parkway, as it is identified in the City's Comprehensive Plan Transportation Element Figure 2-15 as a Principal Arterial road. However, the applicant was unable to find documentation in the City's Comprehensive Plan, or in the Osceola County Comprehensive Plan, of Bill Beck Boulevard - either the existing segment north of Osceola Parkway or the segment currently under construction by Osceola County south of Osceola Parkway - being designated as either an Arterial or Collector road.***

6. Retain Condition 10 pertaining to on-site wetlands from the rescinded Gateway Commons DRI that is included in the existing Ramona PUD with this PUD Amendment.



***Response:*** The referenced language from the DRI Rescission Order has been included in the PUD Amendment narrative, with minor clarifications that: a) the words “have received permits” in the DRI Rescission Order Condition 10. language include all existing permits, including those issued after the approval of the DRI Rescission Order (such as the permits recently received by Osceola County in conjunction with the construction of Bill Beck Boulevard), as well as those received in the future; and, b) remove references to the former Gateways Commons DRI. A copy of the approved Rescission of Gateway Commons DRI Development Order (Resolution #09-2019), Recorded in Osceola County Public Records Bk 5568/Pgs 541-644, is attached as Exhibit B to this letter.

#### ARCHITECTURAL/DESIGN STANDARDS

7. There were master sign standards in the Ramona PUD. Include these standards in this PUD amendment or defer sign standards to the LDC in the PUD narrative.

***Response:*** It is not anticipated that the proposed project will require any modifications to the sign standards in the LDC.

8. A waiver to the loading/unloading bay/garage doors visible from ROWs, especially adjacent to residential uses, cannot be supported with this PUD Amendment. Alternative or enhanced design standards may be considered with subsequent PUD Site Plan reviews or when a detailed plan can be provided and reviewed as a modification of standards ([LDC 14-3-50](#)).

***Response:*** It is the applicant’s understanding that the requested waiver will be supported by Planning staff as part of the PUD Amendment application. Therefore, the waiver language in the PUD narrative has not been revised. This understanding was documented in a March 9, 2022, email from the applicant to the Development Services Director.

#### PARKING & ROADWAYS

9. Include a trip generation table comparing the current uses in the Ramona PUD with the new uses of this PUD Amendment.

***Response:*** A comparison trip generation table has been added to the PUD narrative that confirms that the proposed PUD development program generates fewer trips than the currently approved PUD development program.

10. The parking ratio of 1 space per 2,000 sq. ft. of gross floor area is a deviation from all of the parking standards for the proposed uses in this PUD Amendment. Revise to state parking standards must be consistent with LDC standards. Parking deviations may be considered with a parking study ([LDC 14-7-22A](#)) that can be submitted with subsequent PUD Site Plan reviews as an administrative waiver.

***Response:*** It is the applicant's understanding that the requested parking ratio for the proposed project will be supported by Planning staff as part of the PUD Amendment application, based on the parking ratio documentation for other similar projects included as Exhibit C to this letter.

11. The Bill Beck Blvd. roadway improvements shall be consistent with the Osceola County Joint Facilitation of Public Infrastructure for Michigan Ave and Bill Beck Blvd. (OR Book 1859, Page 1676; April 12, 2001).

***Response: As discussed at the March 1, 2022, DRC Meeting, the construction of the Bill Beck Boulevard extension south of Osceola Parkway is an Osceola County Transportation Project, over which neither the PUD property owners nor the applicant have any control.***

ENGINEERING –Ryan Kilman  
MINIMUM LOT STANDARDS

1. The Maximum Impervious Area listed in the PUD lot standards is 85%. Will the master stormwater pond(s) be designed for 85% impervious coverage? If not, please revise this number to indicate a percentage no greater than what the master stormwater pond is designed for.

***Response: As discussed at the March 1, 2022, DRC meeting, the maximum impervious surface coverage included in the PUD narrative is consistent with the IB zoning district standards. Specific stormwater pond and site impervious coverage data will be provided with the PUD site plan submittals.***

We trust that this revised Constellation PUD Amendment submittal package will allow the application to be scheduled for the April 6, 2022, Planning Advisory Board (PAB) meeting. Should you require any additional information in preparation for the PAB meeting, please do not hesitate to contact me at (407) 718-0858 or [kathy@predevadvisors.com](mailto:kathy@predevadvisors.com).

Sincerely,



Kathy Hattaway, AICP

c: Scott Alexander, Constellation Real Estate Partners

enclosures

# Constellation MUPUD Amendment (f/k/a Ramona MUPUD)

Kissimmee, Florida

**Prepared For:**

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

**Revised Submittal - March 29, 2022**



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## **SECTION 1: APPLICATION DOCUMENTS**

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## **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 MUPUD Amendment  
(f/k/a Ramona PUD)

DRC# \_\_\_\_\_

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

Agent Signature: Allison McGillis Date: 1/19/22

Agent Name (Print): Allison McGillis, AICP / Poulos & Bennett, LLC

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 PUD Amendment (f/k/a Ramona PUD)  
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

**APPLICANT**

Name: Scott Alexander  
Firm: Constellation Real Estate Partners  
Address: 2021 McKinney Avenue Suite 300, Dallas, TX 75201  
Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-Mail: \_\_\_\_\_

**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 D. Spears  
Firm: Wendell E. Spears Revocable Trust  
Address: PO Box 1780, Winter Park FL 32790  
Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-Mail: \_\_\_\_\_

**LEGAL DESCRIPTION/LOCATION**

See attached document

**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.**

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





## CITY OF KISSIMMEE ZONING MAP AMENDMENT APPLICATION

Project Name: Constellation PUD Amendment (f/k/a Ramona PUD)

Is subject property currently located in the City? YES ☒ NO ☐

Current City or Osceola County zoning district designation: MUPUD

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

If so, what is the current land use map designation prior to the annexation or land use change:  
CG, MF-HDR, MF-MDR, CONS

What land use is proposed for the annexation or land use change: IN (Industrial Business), CONS

*(A Land Use amendment application is required to be submitted if change of land use is also requested)*

Requested zoning district designation: PUD (Unchanged)

To be rezoned for the following specific use or uses: Industrial Warehouse Center

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

State the reasons why the proposed zoning map change of the property would be appropriate for the property and also the surrounding areas: Industrial uses require close access to the regional roadway network.

The strategic location along the Florida Turnpike and Osceola Parkway is ideal for an industrial warehouse center.

Ownership: When was the deed to this property last recorded? Date: 06/27/2016

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

### Supportive Material Required for All Zoning Requests

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

### Additional Material Required for All Planned Unit Development Zoning Requests

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

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

- (a) *Conditions:* To proceed with the proposed development according to the provisions of the Land Development Code, the conditions attached to the rezoning of the property, and the approved preliminary plan.
- (b) *Legal Documents:* To provide agreements, contracts, covenants, deed restrictions, or sureties

acceptable to the City for completion of the development according to the plans approved at the time of rezoning and for continuing operation and maintenance of such areas, functions and facilities which are not proposed to be operated or maintained at public expense or through a property owner's association.

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

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

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

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

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

Date: Jan. 27, 2022 \_\_\_\_\_

Printed Name: Allison McGillis, AICP

Signature: Allison McGillis

**Approximate Review Time for a Zoning Map Amendment Request:**

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

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

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

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



## CITY OF KISSIMMEE PRELIMINARY PLAN CHECKLIST\*

Project Name: Constellation PUD Amendment (f/k/a Ramona PUD)

Subject Property Address: East Osceola Pkwy

Subject Property Parcel ID #: 02-25-29-1448-0001-0090; 02-25-29-00U0-0032-0000; 02-25-29-00U0-0025-0000

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

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

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

### PUD DENSITY WORKSHEET

| Proposed Project is Industrial, not Residential                                                  | Required                     | Proposed    |
|--------------------------------------------------------------------------------------------------|------------------------------|-------------|
| 1. Total Project Size (Gross Acreage of Development)                                             |                              | _____ Acres |
| 2. Total Wetlands Size                                                                           |                              | _____ Acres |
| 3. Net Developable Acreage (Line 1 - Line 2)                                                     |                              | _____ Acres |
| 4. Density Rate (Maximum allowed u/a per land use)                                               | _____ Units/Acre             |             |
| 5. Maximum Net Density (Line 3 X Line 4)                                                         | _____ Units                  | _____ Units |
| 6. Allowable Density Without Bonuses (75% of Line 5)                                             | _____ Units                  |             |
| 7. Units Per Density Bonus (5% of Line 5)                                                        | _____ Units                  |             |
| 8. Density Bonus Needed to Get Proposed # of Units<br>(Proposed – Required in Line 6) ) (Line 7) | _____ Density Bonus Needed** |             |

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PUD OPEN SPACE REQUIREMENT WORKSHEET**

|                                                          | Required    | Proposed    |
|----------------------------------------------------------|-------------|-------------|
| A. Total Project Size (Buildable Acreage of Development) |             | _____ Acres |
| B. Total Open Space Required (25% of total in Line A)    | _____ Acres | _____ Acres |

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

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

#### **Maximum Pond Usage Allowed (For Entire Development)**

|                                                          |             |             |
|----------------------------------------------------------|-------------|-------------|
| E. Retention Pond Area Used (Max 25% of total in Line B) | _____ Acres | _____ Acres |
|----------------------------------------------------------|-------------|-------------|

\_\_\_\_\_ 14-2-50(E)(3)(b)*Streets*: A delineation of proposed roads with the functional classification of streets and an indication of required off-site street improvements.



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

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

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

### **TRADITIONAL NEIGHBORHOOD DESIGN SUBDIVISIONS**

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

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

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

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

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

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

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

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

\_\_\_\_\_ 14-2-53(C)(7)*Street & Alley Lighting*: Location of lighting along all streets within the area between sidewalks and curbs, at intervals no less than 75 feet in length, and compliance with illumination standards adopted by the City. Street lighting structures shall not exceed 18 feet in height to avoid conflicts with street trees and to provide pedestrian scale lighting. Where sidewalks abut the curb, street lighting structures shall be provided as close to the curb as possible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: Quiana McGillis Date: 1/27/22

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

1/6/2017

## **OWNER AUTHORIZATIONS**



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**

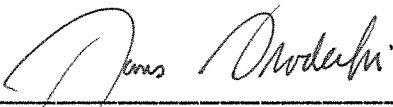
The Ramona A Spears Revocable Trust ("Trust") is the Property Owner of the following parcel of land in the jurisdiction of the City of Kissimmee, Osceola County, Florida:

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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:

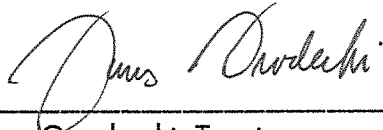
Parcel ID# 02-25-29-00U0-0032-0000

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



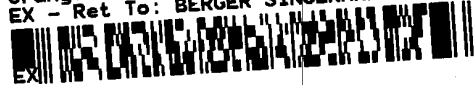
## **DEED**



This Instrument Prepared by and Return to:

Marian Pearlman Nease, Esq.  
Berger Singerman LLP  
One Town Center Road, Suite 301  
Boca Raton, Florida 33486

DOC# 20160330066  
06/27/2016 01:35:29 PM Page 1 of 6  
Rec Fee: \$52.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.02  
Mortgage Stamp: \$0.35  
Martha O. Haynie, Comptroller  
Orange County, FL  
EX - Ret To: BERGER SINGERMAN



Parcel ID No.: 02-25-29-00U0-0032-0000

**NOTE RE FLORIDA DOCUMENTARY STAMP TAX: PURSUANT TO RULE 12B-4.013(28)(a) MINIMAL DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$0.70 HAVE BEEN PAID IN CONJUNCTION WITH THE RECORDING OF THIS DEED AS THE TRANSFER OF THE PROPERTY IS NOT MADE IN EXCHANGE FOR ANY CONSIDERATION AND THE BENEFICIARY OF THE GRANTOR TRUST AND THE BENEFICIARY OF THE GRANTEE TRUST ARE IDENTICAL.**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 4th day of January, 2016 from JAMES P. GRODECKI, PATRICK F. SPEARS and MICHAEL D. SPEARS, as trustees of the WENDELL E. SPEARS MARITAL TRUST, as established under Article VI of that certain REVOCABLE TRUST AGREEMENT OF WENDELL E. SPEARS dated June 26, 2002, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the real property described below pursuant to F.S. 689.073, whose address is c/o James P. Grodecki, CPA, Schuman Simon & Grodecki, Ltd., 626 W. Jackson Blvd., Suite 550, Chicago, IL 60661-5615 ("Grantor"), to JAMES P. GRODECKI, as trustee of the RAMONA ANN SPEARS 2008 IRREVOCABLE TRUST dated March 4, 2008, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the real property described below pursuant to F.S. 689.073, whose address is c/o James P. Grodecki, CPA, Schuman Simon & Grodecki, Ltd., 626 W. Jackson Blvd., Suite 550, Chicago, IL 60661-5615 ("Grantee").

**WITNESSETH:**

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to Grantee, its successors and assigns forever, all the right, title and interest in and to that certain real property located and situate in Osceola County, Florida described as follows:

SEE EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY").

TOGETHER WITH all tenements, hereditaments, easements and appurtenances belonging to or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO (a) taxes and assessments accruing subsequent to December 31, 2015, and (b) conditions, restrictions, covenants, limitations, easements, agreements, reservations and other matters of record; provided, however, this instrument shall not operate to reimpose any of the same.

GRANTOR hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

The preparer of this instrument was neither furnished with, nor requested to review an abstract on the described property and therefore expresses no opinion as to condition of title.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the date first above written.

WITNESSES:

Shirley Bennett  
Print Name: SHIRLEY BENNETT

Mary M Reed  
Print Name: MARY M. REED

GRANTOR:

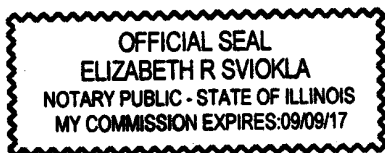
James P. Grodecki  
James P. Grodecki

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me on May 23, 2016 by James P. Grodecki, as a Co-Trustee of the Wendell E. Spears Marital Trust, as established under Article VI of that certain Revocable Trust Agreement of Wendell E. Spears dated June 26, 2002, on behalf of the trust. He is personally known to me or produced \_\_\_\_\_ as identification.

SEAL



Elizabeth R. Sviokla  
NOTARY PUBLIC,  
Printed Notary Name: Elizabeth R. Sviokla  
My Commission Expires: 09-09-17

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the date first written above.

WITNESSES:

Jenette Dimmett  
Print Name: Jenette Dimmett

Ken Milliard  
Print Name: Ken Milliard

GRANTOR:

Patrick F. Spears  
Patrick F. Spears

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on May 23, 2016 by Patrick F. Spears, as a Co-Trustee of the Wendell E. Spears Marital Trust, as established under Article VI of that certain Revocable Trust Agreement of Wendell E. Spears dated June 26, 2002, on behalf of the trust. He is personally known to me or produced DL Pl. Ex 204 as identification.

SEAL



Sharon L. Mollenhauer  
NOTARY PUBLIC,  
Printed Notary Name:  
My Commission Expires:



IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the date first written above.

WITNESSES:

Antoinella Mesuraca  
Print Name: Antoinella Mesuraca

Marina Braccio  
Print Name: Marina Braccio

GRANTOR:

Michael D. Spears  
Michael D. Spears

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on JUNE 15, 2016 by Michael D. Spears, as a Co-Trustee of the Wendell E. Spears Marital Trust, as established under Article VI of that certain Revocable Trust Agreement of Wendell E. Spears dated June 26, 2002, on behalf of the trust. He is personally known to me or produced DRIVER'S LICENSE as identification.

SEAL

Patricia A. Smyth  
NOTARY PUBLIC,  
Printed Notary Name:  
My Commission Expires:

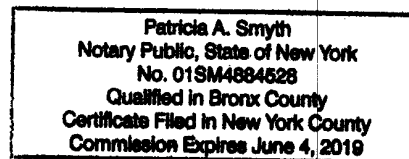


EXHIBIT "A"  
(PAGE 1 of 2)

EXHIBIT "A"

That certain land in Osceola County, Florida more particularly described as follows:

PARCEL #1:

The North 1/2 of Section 2, Township 25 South, Range 29 East lying easterly of the SCL Railroad right-of-way and westerly of the Florida Turnpike right-of-way;

AND

PARCEL #2:

The Southeast 1/4 of Section 2, Township 25 South, Range 29 East, lying westerly of the Florida Turnpike right-of-way;

AS TO PARCEL #1 and PARCEL #2

LESS: that certain right-of-way granted to Osceola County in O.R. Book 805, Page 1462, Public Records of Osceola County, Florida;

AND

AS TO PARCEL #1

LESS: the following described real property in the North 1/2 of Section 2, Township 25, South Range 29 E, to-wit:

Begin at a point on the South line of the North 1/2 of Section 2, Township 25 South, Range 29 East at its intersection with the Easterly right-of-way line of the SCL Railroad right-of-way, thence run Easterly along said South line 995 feet; thence run Northerly perpendicular to said South line 827 feet; thence run Westerly parallel to said South line to a point on the Easterly right-of-way of the SCL Railroad right-of-way and thence run Southwesterly along said SCL Railroad right-of-way line to the Point of Beginning.

AND

The following described real property located in Orange County, Florida, more particularly described as:

PARCEL #3:

All that portion of Section 35, Township 24 South, Range 29 East, lying Southwesterly of the Florida Turnpike and Southeasterly of the Seaboard Coastline Railroad, Orange County, Florida.

FILED, RECORDED AND  
RECORD VERIFIED  
MEL WILLS, JR., CLK CIR. CT.  
OSCEOLA COUNTY

BY MS D.C.

OR 4506 PG 4945

RECEIVED & RECORD VERIFIED  
Marilyn A. Haynes  
County Clerk, Orange Co., FL

930008560

93 JUN 29 PM 2:29

EXHIBIT "A"  
PAGE 2 of 2

EXHIBIT A

A tract of land being a portion of the Northwest Quarter of Section 2, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of said Section 2; thence South 89 degrees 37 minutes 45 seconds East along the South line of the Northwest Quarter for 2196.00 feet; thence North 00 degrees 16 minutes 07 seconds East, 15.00 feet to the North right of way of Osceola Parkway and the POINT OF BEGINNING; thence continue North 00 degrees 16 minutes 07 seconds East, 304.07 feet; thence South 89 degrees 25 minutes 10 seconds East, 83.29 feet to the point of curvature of a curve concave Northerly having a radius of 300.00 feet; thence along the arc of said curve through a central angle of 26 degrees 16 minutes 35 seconds for 137.58 feet to the point of tangency; thence North 64 degrees 10 minutes 15 seconds East, 61.20 feet to a point lying on a curve concave Westerly having a tangent bearing of South 25 degrees 41 minutes 45 seconds East and a radius of 750.00 feet; thence Southerly along the arc of said curve and along the proposed West right of way of Bill Beck Boulevard through a central angle of 27 degrees 15 minutes 45 seconds for 317.60 feet to the point of tangency; thence South 00 degrees 37 minutes 09 seconds East, 23.10 feet; thence North 89 degrees 37 minutes 45 seconds West along the North right of way of Osceola Parkway, 47.46 feet; thence South 00 degrees 09 minutes 50 seconds West, 33.00 feet; thence North 89 degrees 37 minutes 45 seconds West, 301.42 feet to the POINT OF BEGINNING.

BOOK 1340  
PAGE 0608

## **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



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



### 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**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Legal Description</b> | 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 |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



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



### 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**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Legal Description</b> | 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 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SECTION 2: PROPERTY DATA & EXISTING CONDITIONS

---

This proposed amendment to the previously-approved Ramona MUPUD, henceforth to be known as the Constellation MUPUD, 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 on the PUD Concept Plan in Section 5 as Parcel 1), 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, approximately 29 acres, is subject to a Conservation Easement in favor of the South Florida Water Management District. The remainder of the parcel 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 PUD Concept Plan 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 PUD Concept Plan 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 PUD boundary is planned by Osceola County. The roadway extension design plans are complete and construction has begun.



### SECTION 3: SUMMARY OF REQUEST

---

The current MUPUD development program was approved in 2019 as the Ramona MUPUD with a mix of uses including Commercial, Hotel, Apartments and Townhomes.

Due to changing market conditions resulting in an increased demand for warehouse uses, the Applicant wishes to develop up to 1,020,000 SF of regional Industrial Warehouse Center uses on the Property and rename the development the Constellation MUPUD. 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.

The extension of Bill Beck Boulevard includes the construction of a signalized intersection at Bill Beck Boulevard and Osceola Parkway, further enhancing the transportation network serving the Property.

The MUPUD zoning is compatible with the Land Development Code Intent of the Mixed Use Planned Unit Development District *for commercial-light industrial uses with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.*

#### **Proposed Development Program**

|                           |              |
|---------------------------|--------------|
| Industrial Warehouse Uses | 1,020,000 SF |
|---------------------------|--------------|

Concurrent with this PUD Amendment application, the Applicant has submitted a Land Use Plan Amendment Application to change the Future Land Use designation on the developable portion of the Property to Industrial Business (IN).

**(PUD Concept Plan Provided in Section 5)**

### Proposed Development Program Trip Generation

Below is a Trip Generation Comparison Table prepared by Traffic Mobility Consultants, Inc. comparing the Trip Generation of the previously-approved Ramona MUPUD development program to the Trip Generation of the proposed Constellation MUPUD development program. The proposed Constellation MUPUD development program generates significantly fewer trips than the previously-approved development program.

| ITE Code                                   | Land Use                                        | Size          | Daily |        | PM Peak Hour |       |       |      |
|--------------------------------------------|-------------------------------------------------|---------------|-------|--------|--------------|-------|-------|------|
|                                            |                                                 |               | Rate  | Trips  | Rate         | Total | Enter | Exit |
| Allowable Development - Current Ramona PUD |                                                 |               |       |        |              |       |       |      |
| 220                                        | Multi-Family (Low Rise)<br>Townhomes-Apartments | 720 DU        | 6.51  | 4,691  | 0.46         | 330   | 208   | 122  |
| 310                                        | Hotel                                           | 300 RMS       | 9.43  | 2,828  | 0.65         | 194   | 99    | 95   |
| 820                                        | Retail/Commercial                               | 182.000 KSF   | 37.01 | 6,736  | 3.40         | 619   | 297   | 322  |
| Total Trip Generation Existing FLU         |                                                 |               |       | 14,255 |              | 1,143 | 604   | 539  |
| Retail/Commercial Non-Primary Trips (34%)  |                                                 |               |       | 2,290  |              | 210   | 101   | 109  |
| Net Trip Generation                        |                                                 |               |       | 11,965 |              | 933   | 503   | 430  |
| Proposed PUD                               |                                                 |               |       |        |              |       |       |      |
| 130                                        | General Light Industrial                        | 1,020.000 KSF | 3.37  | 3,437  | 0.34         | 347   | 76    | 271  |
| Total Trip Generation                      |                                                 |               |       | 3,437  |              | 347   | 76    | 271  |
| Net Change in Trips                        |                                                 |               |       | -8,528 |              | -586  | -427  | -159 |

Source: ITE Trip Generation Manual, 11th Edition & Trip Generation Handbook 3rd Edition

The difference in total daily trips between the proposed PUD and the current approved Ramona PUD

## SECTION 4: DEVELOPMENT STANDARDS

---

The Applicant wishes to establish PUD standards that are compatible with the proposed Industrial Warehouse Center use.

The proposed development will generally comply with the development standards in the Industrial Business (IB) Zoning District with minor variations, as reflected below.

### Minimum Building Setbacks and Minimum Lot Standards

| Building Setback |     |
|------------------|-----|
| Front            | 25' |
| Side             | 10' |
| Rear             | 10' |

| Major Roadway Building Setback               |     |
|----------------------------------------------|-----|
| Front – Osceola Parkway (Principal Arterial) | 35' |

| Lot Standard         |                    |
|----------------------|--------------------|
| Min. Lot Width       | 150'               |
| Min. Lot Depth       | 100'               |
| Min. Lot Area        | 15,000 square feet |
| Max. Impervious Area | 85%                |
| Max. Height          | N/A                |

### Parking Requirement

**1 space per 2,000 sf of GFA**

### Common Open Space Requirement

**10% of the gross acreage of the Industrial FLU area of the Property**



## **Permitted Uses**

The following Uses are Permitted in the Constellation MUPUD:

### Primary Uses<sup>(1)</sup>

- Warehouse and Distribution<sup>(2)</sup>
- Light Manufacturing<sup>(2)</sup>
- Medium Manufacturing<sup>(2)</sup>
- Wholesale Trade Establishments<sup>(2)</sup>
- All Permitted Uses in the IB Zoning District as provided in LDC Sec. 14-4-5., Table 4-2: Schedule of Uses for Non-Residential Standard Districts
- Other Similar and Compatible Uses as Approved by the Development Services Director or Designee

<sup>(1)</sup> All repair and manufacturing activities conducted within 300 feet of a residential district shall be in completely enclosed buildings. Processes located at a greater distance may be located outdoors if approved as a conditional use and shall be enclosed by a solid wall or fence at least six (6) feet high.

<sup>(2)</sup> These Permitted Uses include the loading, unloading and parking of semi-trailer trucks (i.e., a combination of a tractor unit and one or more semi-trailers) for the distribution of goods. The parking of semi-trailer trucks and/or semi-trailers on site associated with these Permitted Uses in the ordinary course of business is not considered to be Outdoor Storage as defined or regulated in the Land Development Code.

### Secondary Uses

Office Ancillary to Primary Uses

## **Site and Building Design Waiver Request – LDC Sec. 14-4-6.D.3**

A waiver is requested from the requirements of Land Development Code Section 14-4-6.D.3:

Loading/unloading bay & non-residential garage doors. No loading/unloading bay, non-residential door, or similar opening intended for vehicular access or movement of large materials shall be visible from public rights-of-way or adjacent residential uses or districts.

## **Wetlands Permitting**

Save and except for wetlands which have received to date, or receive in the future, permits for removal and for which mitigation has been provided, the Constellation MUPUD on-site wetlands systems, other conservation tracts, and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have their developmental uses restricted by easement as provided in Section 704.06, Florida Statutes. This condition does not preclude the applicant from including these lands in fulfilling MUPUD open space requirements of the City of Kissimmee.

# Exhibit C

## Requested Parking Ratio Support Documentation

## Osceola County Warehouse Parking Ratios

### Osceola County LDC Sec. 4.7.8

| Table 4.7.8 REQUIRED OFF-STREET PARKING |                                                                                  |                         |           |
|-----------------------------------------|----------------------------------------------------------------------------------|-------------------------|-----------|
| Number Reference                        | Specific Uses                                                                    | Parking Spaces per Unit | Unit      |
| 21                                      | Wholesaling, Warehousing, Storage and Distribution —<br>Less than 20,000 GSF     | 1                       | 2,000 GSF |
|                                         | Wholesaling: Warehousing, Storage and Distribution —<br>20,000 GSF to 40,000 GSF | 1                       | 2,500 GSF |
| 22                                      | Wholesaling, Warehousing, Storage and Distribution —<br>Greater than 40,000 GSF  | 1                       | 3,000 GSF |

### Current Warehouse Sites on the Market (marketing brochures attached)

| Project Name                      | Jurisdiction     | Parking Ratio     |
|-----------------------------------|------------------|-------------------|
| Horizon West Logistics Park       | Osceola County   | 0.7/1,000 sf      |
| Mid FL Logistics Park             | City of Apopka   | 0.6/1,000 sf      |
| University Park at<br>Bridgewater | City of Lakeland | .036-.90/1,000 sf |
| Topline Logistics Center          | City of Ocala    | 0.6/1,000 sf      |
| Trailhead Logistics Park          | Marion County    | 0.5/1,000 sf      |

# Horizon West Logistics Park Osceola County



# HORIZON WEST

## LOGISTICS PARK

*PREMIER STATE-OF-THE-ART CLASS A WAREHOUSE*

831 N OLD LAKE WILSON RD., ORLANDO MSA | [HORIZONWESTCFL.COM](http://HORIZONWESTCFL.COM)



**JARED BONSHIRE, SIOR**  
*Executive Director*  
+1 407 541 4414  
[jared.bonshire@cushwake.com](mailto:jared.bonshire@cushwake.com)

**DAVID PEREZ**  
*Executive Director*  
+1 407 541 4435  
[david.perez@cushwake.com](mailto:david.perez@cushwake.com)

**TAYLOR ZAMBITO**  
*Associate*  
+1 407 541 4409  
[taylor.zambito@cushwake.com](mailto:taylor.zambito@cushwake.com)



PHASE ONE

# 831 N Old Lake Wilson Rd



## BUILDING 4 HIGHLIGHTS:

|                        |                                  |                      |                          |
|------------------------|----------------------------------|----------------------|--------------------------|
| Rental Rate            | \$6.95/SF NNN                    | Office Build-Out     | To suit                  |
| OPEX                   | \$2.10/SF                        | Parking              | 0.7/1,000                |
| Tenant Improvements    | \$5.00/SF                        | Trailer Parking      | 51                       |
| Total Building SF      | 295,460 SF                       | Electrical           | 1600 Amps/480v - 3-phase |
| Available SF           | 295,460 SF                       | Roof                 | 60 mil TPO               |
| Building Configuration | Cross dock                       | Fire Protection      | ESFR                     |
| Clear Height           | 36'                              | Dock Doors           | 75 (9' x 10')            |
| Column Spacing         | 54' x 50 with two 60' speed bays | Drive - In Doors     | 4 (12' x 14')            |
| Status                 | Under Construction               | Concrete Truck Apron | 60'                      |
| Anticipated Delivery   | September 1, 2022                | Building Dimensions  | 420' wide x 705' long    |

# Mid FL Logistics Park City of Apopka



MID FLORIDA  
LOGISTICS PARK



# For Sale or Lease

## Mid Florida Logistics Park, Building 5

### Development overview

Mid Florida Logistics Park is a Class A industrial park located in the city of Apopka with immediate access to the Western Beltway (State Road 429) and US Highway 441 (Orange Blossom Trail). Apopka has a number of amenities surrounding Mid Florida Logistics Park, which includes rail access - one of the only locations in Orlando with active rail to the site. Users include Goya Foods, Coca Cola, Universal/Loews Hotels, and Amazon.



Goya Building

### Hermit Smith Road Apopka, FL 32703

#### **Matt Sullivan, SIOR, CCIM**

Managing Director  
matt.sullivan@am.jll.com  
+1 407 930 1802

#### **Wilson McDowell, SIOR, CCIM**

Managing Director  
wilson.mcdowell@am.jll.com  
+1 407 930 1801

#### **Bobby Isola, SIOR, CCIM**

Managing Director  
bobby.isola@am.jll.com  
+1 407 930 1804

Jones Lang LaSalle Brokerage, Inc.





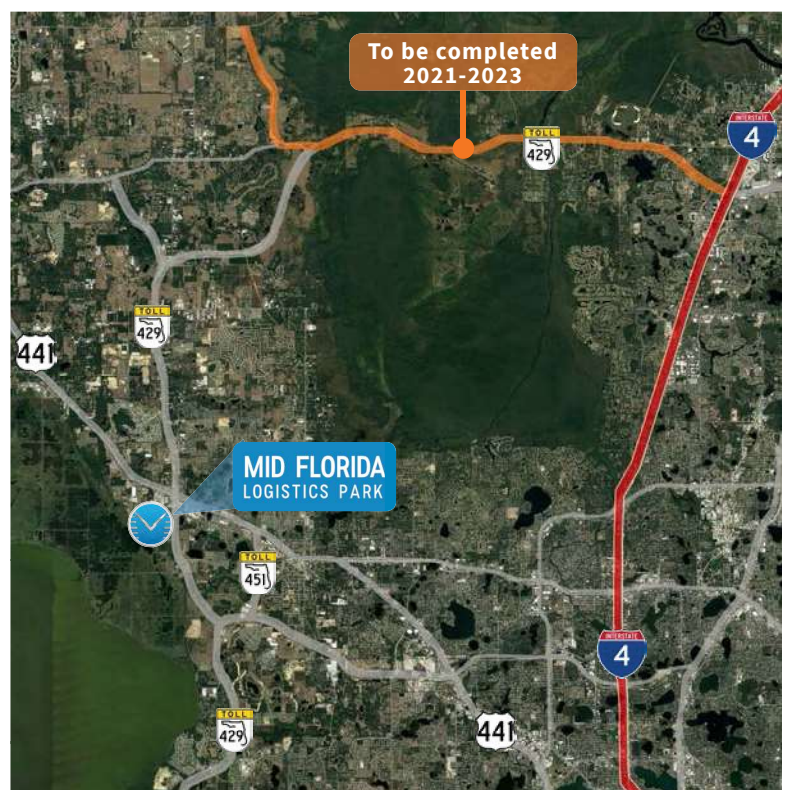
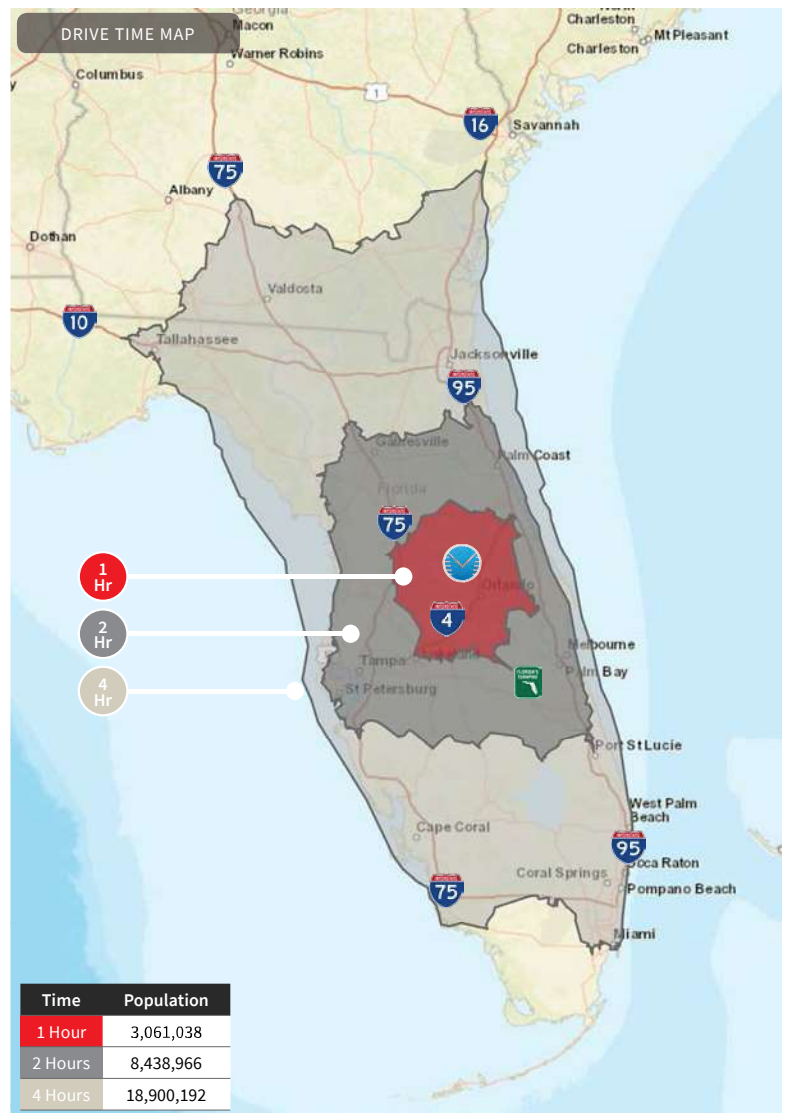
## Overall project specifications

- Buildings range from 246,000 to 656,500 s.f.
- Development total of over 2,300,000 s.f.
- Build-to-suit office
- Clear heights of 30'+
- Dock high and grade level access
- Cross dock and rear load
- Tilt wall construction
- Rail served
- 143.51 acres
- 2,425' of frontage on the Western Beltway (SR 429)
- Zoned I-1, Restricted Industrial, City of Apopka

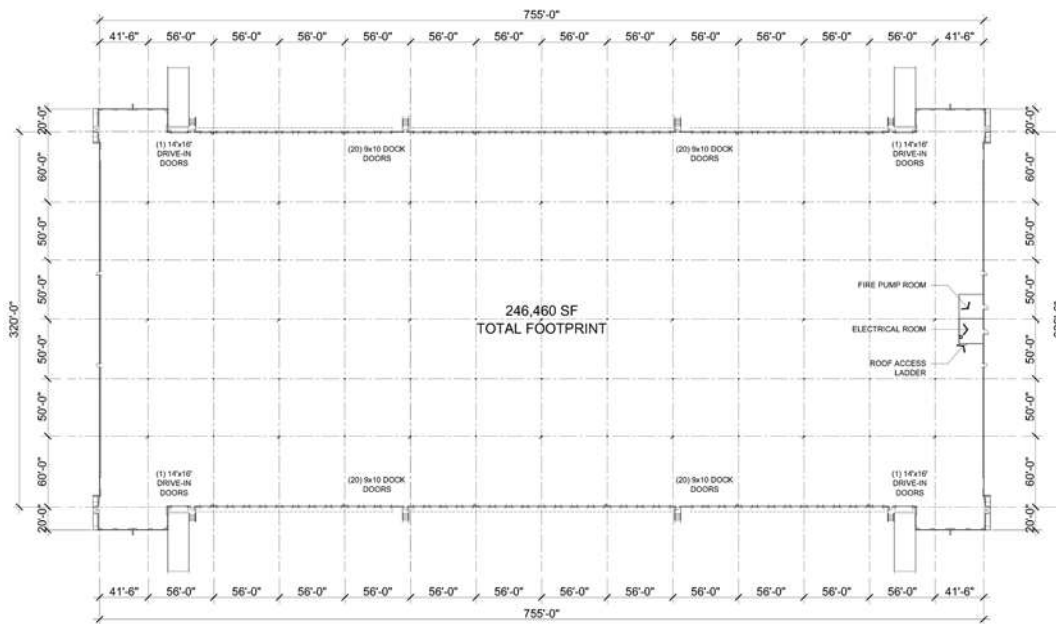
## Why Mid Florida Logistics Park?

Mid Florida Logistics Park offers users immediate access to highways, an abundant amount of amenities, an excellent labor force, and higher quality of life for employees. Located in Northwest Orange County, one of the fastest growing, highly desirable submarkets in Orlando, Mid Florida Logistics Park offers users many amenities that other sites cannot offer. Other benefits include:

- Immediate Access to Highways
- Proximity to Labor
- Proximity to Customers
- Proximity to Executive Housing
- Frontage on 429
- Local Amenities
- Flexible Deal Structure



## Building floor plan



### Building details

- 246,460 s.f.
- Divisible to 123,230s.f.
- BTS office
- 36' clear height
- 80 - 9' x 10' dock doors
- 4 - 14' x 16' ramp doors
- Cross dock
- 50' x 56' column spacing, typ.
- 320' building depth
- 185' truck courts
- 155 car parking spaces
- 0.64/1,000 s.f. parking ratio
- 96 trailer spaces
- Q3 2021 delivery
- \$6.25/s.f. NNN

## Site plan





Access to State Road 429



**DISCLAIMER**  
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# University Park at Bridgewater City of Lakeland





Building Specs

Site Layout

Lakeland Logistics Hub

Statewide Distribution

Labor Demographics

Contact Info

# UNIVERSITY PARK

AT BRIDGEWATER

## EXPANSION UNDER CONSTRUCTION



CUSHMAN &  
WAKEFIELD



AEW



292,143 SF AVAILABLE

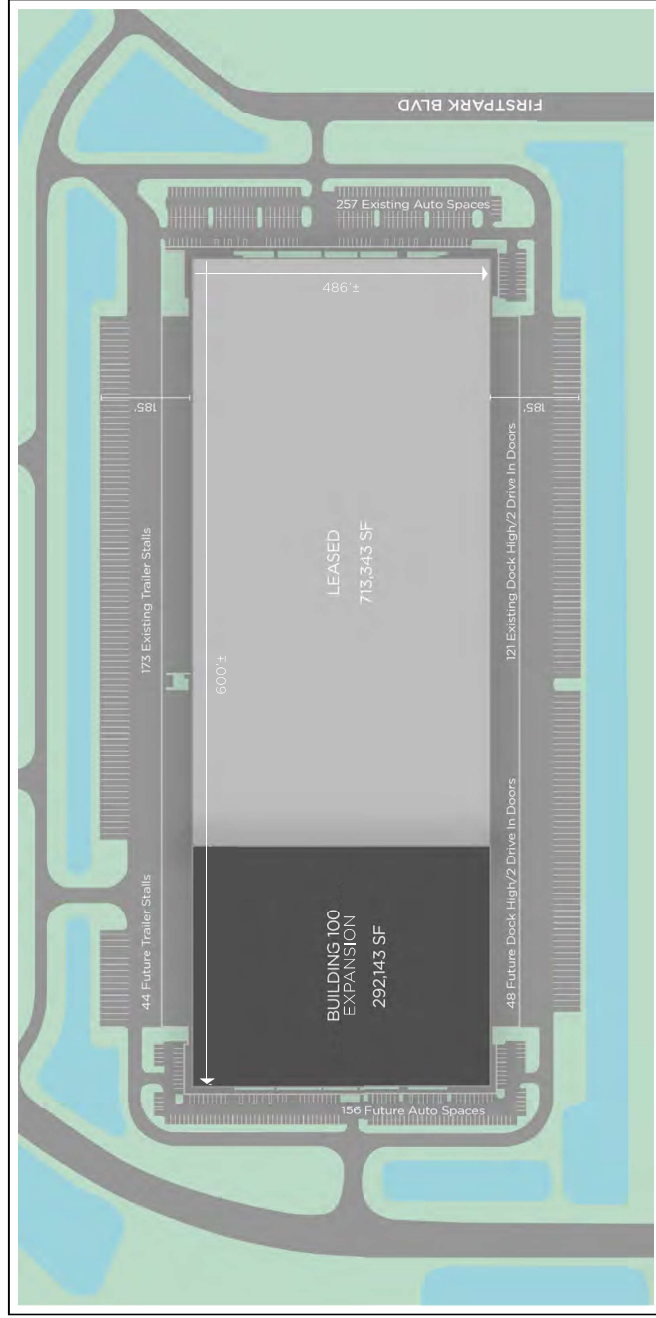
CROSS DOCK

36' CLEAR HEIGHT

## HIGHLIGHTS - BUILDING 100B (EXPANSION)

Anticipated Delivery September 2022

|                             |               |
|-----------------------------|---------------|
| Rental Rate                 | \$6.25/SF NNN |
| Operating Expenses          | \$1.49/SF     |
| Space Available             | 292,143 SF    |
| Site Size                   | 59.91 acres   |
| Overall Building Dimensions | 600'± x 486'± |
| Ceiling Height              | 36'           |
| Dock Doors                  | 48            |
| Drive-in doors              | 2             |
| Column spacing              | 54'w x 48'd   |
| Sprinklers                  | ESFR          |
| Construction                | Tilt-wall     |
| Electrical Service          | 3,000 amps    |
| Jurisdiction                | Lakeland      |
| Truck court                 | 185'          |
| Parking                     | 156           |
| Trailer Parking             | 70            |





117,600 SF

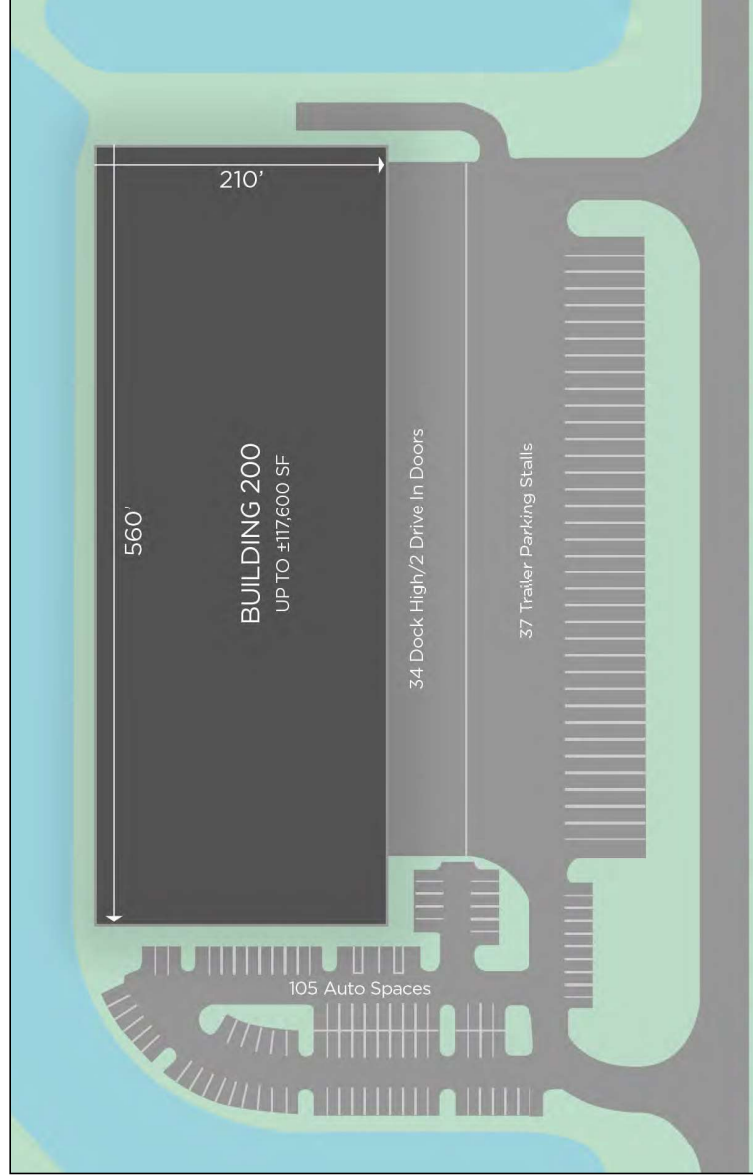
SIDE LOAD

32' CLEAR HEIGHT

BUILD-TO-SUIT

**HIGHLIGHTS - BUILDING 200 (BTS)**

|                             |                    |
|-----------------------------|--------------------|
| Rental Rate                 | Negotiable         |
| Operating Expenses          | \$1.55/SF          |
| Space Available             | Up to 117,600 SF   |
| Site Size                   | 7.14 acres         |
| Overall Building Dimensions | 210'± x 560'±      |
| Ceiling Height              | 32'                |
| Dock Doors                  | 34                 |
| Drive-in Doors              | 2                  |
| Column Spacing              | 50'w x 50'd        |
| Sprinklers                  | ESFR               |
| Construction                | Tilt-wall          |
| Electrical Service          | To-suit            |
| Jurisdiction                | Lakeland           |
| Truck Court                 | 185'               |
| Parking                     | 105 including 4 HC |
| Trailer Parking             | 37                 |







Building Specs

Site Layout

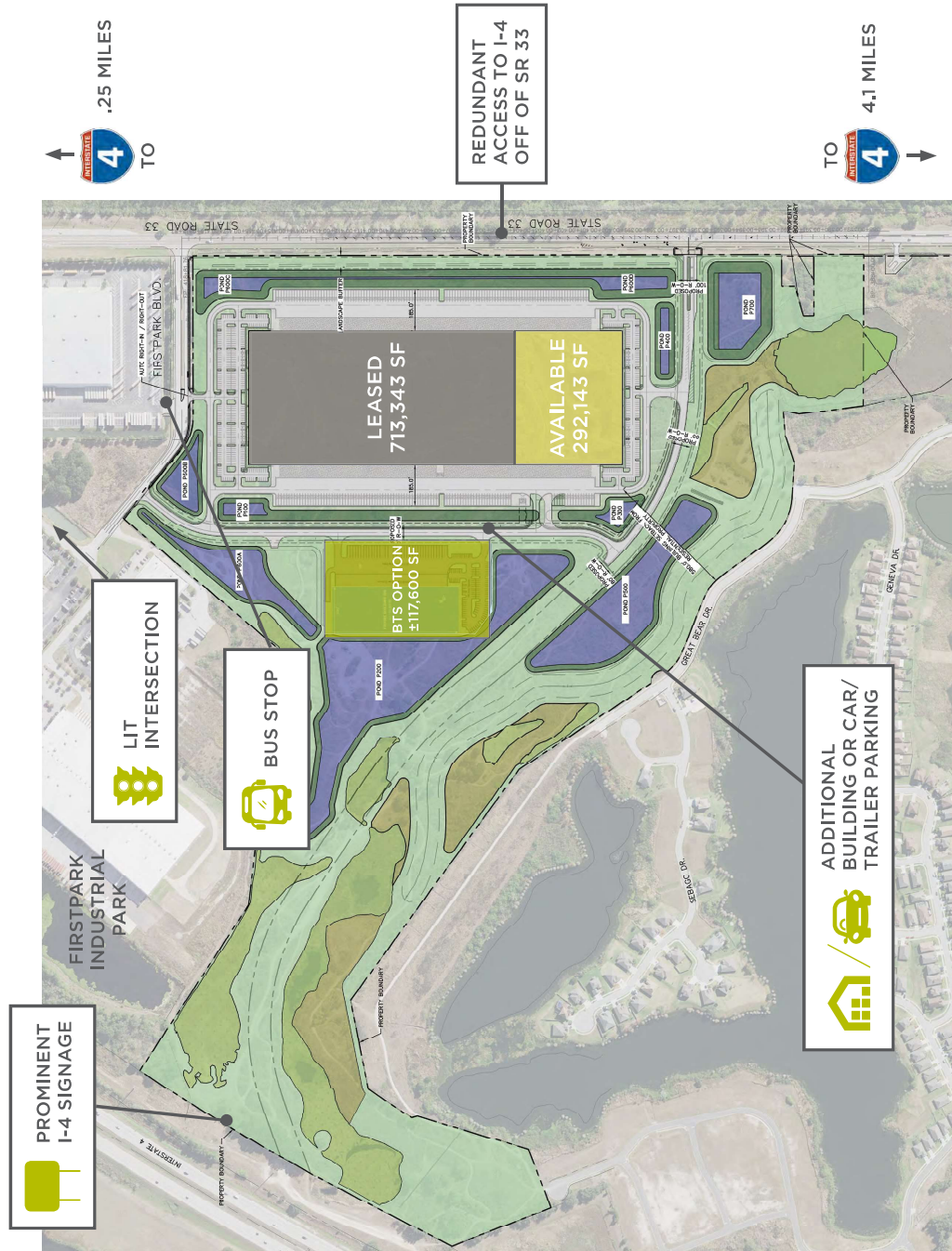
Lakeland Logistics Hub

Statewide Distribution

Labor Demographics

Contact Info

# UNIVERSITY PARK AT BRIDGEWATER



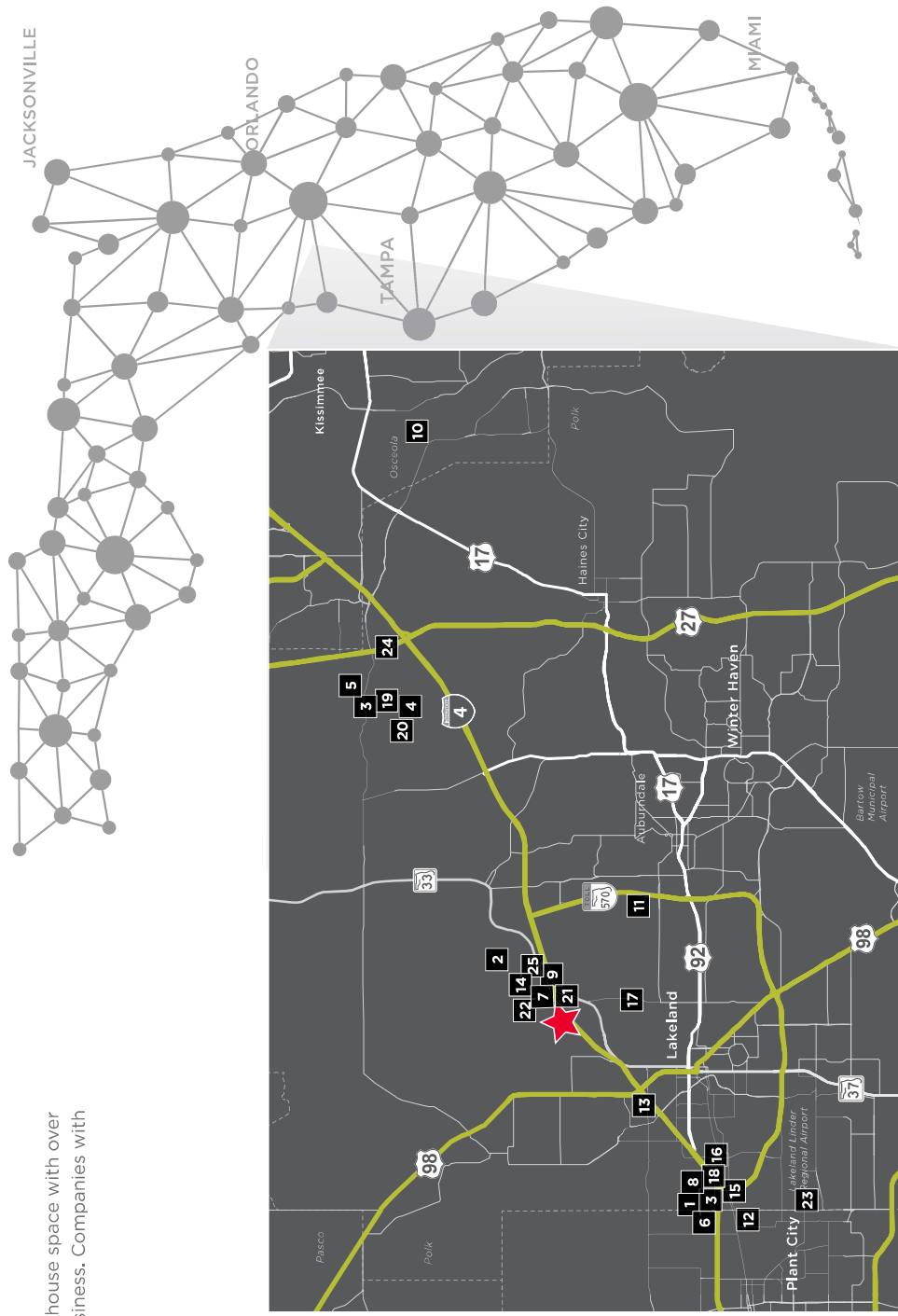
[Building Specs](#)[Site Layout](#)[Lakeland Logistics Hub](#)[Statewide Distribution](#)[Labor Demographics](#)[Contact Info](#)

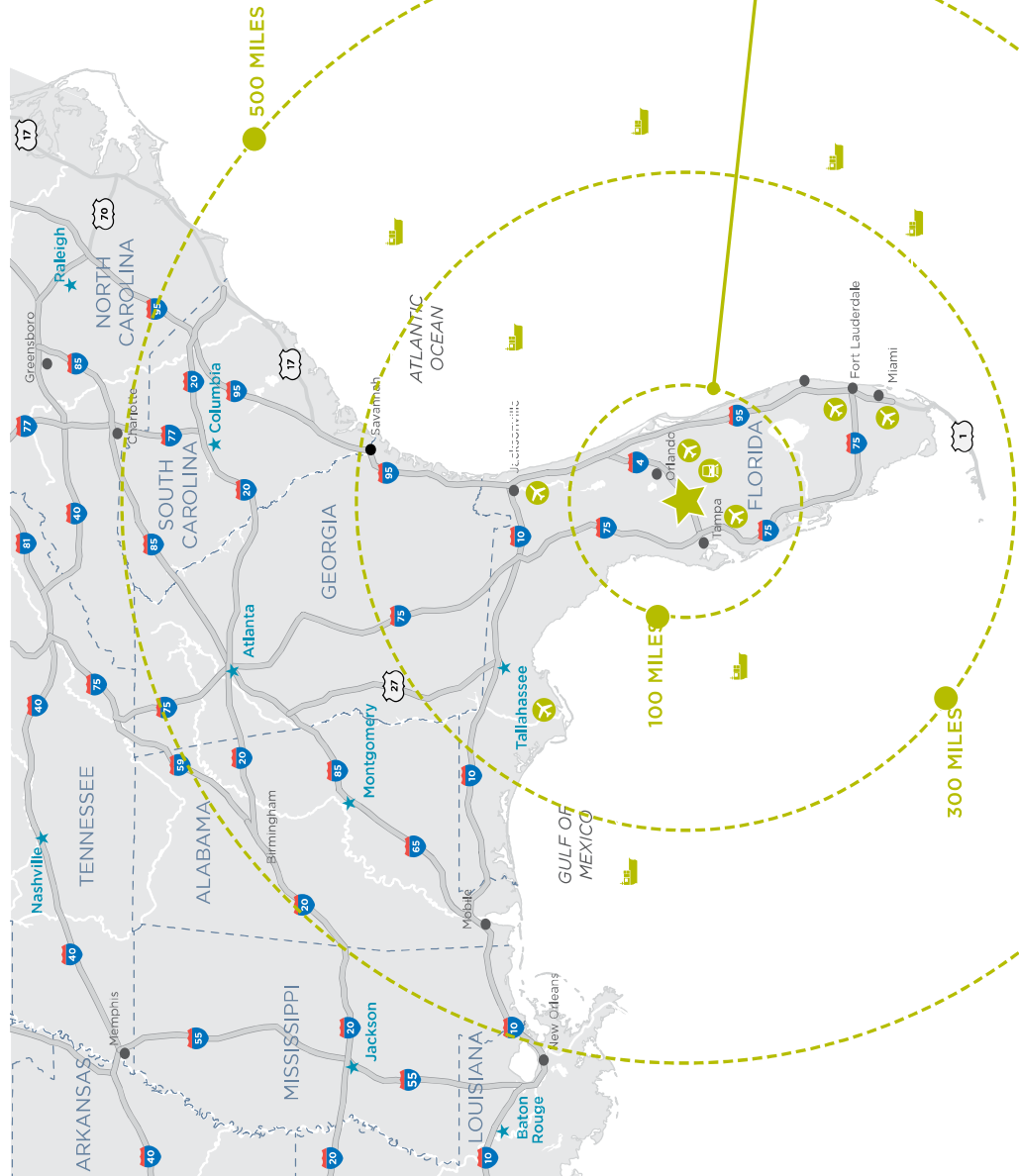
UNIVERSITY PARK  
AT BRIDGEWATER

## LAKELAND FOR LOGISTICS

Lakeland is home to over 28 million square feet of industrial/warehouse space with over 12,500 employed in the Distribution, Supply Chain & Logistics Business. Companies with large investments in the Lakeland market include:

- |                                        |                      |
|----------------------------------------|----------------------|
| 1. Advanced Auto Parts                 | 20. Walmart          |
| 2. Best Buy                            | 21. HCA              |
| 3. E-Commerce Company<br>(2 locations) | 22. Amazon           |
| 4. FedEx                               | 23. Ace Hardware     |
| 5. Ford Motor Company                  | 24. Amazon           |
| 6. Plastipak                           | 25. Conn's Home Plus |
| 7. HD Supply                           |                      |
| 8. IKEA                                |                      |
| 9. Haverty's                           |                      |
| 10. Lowe's                             |                      |
| 11. Medline Industries                 |                      |
| 12. O'Reilly Auto Parts                |                      |
| 13. Pepperidge Farm                    |                      |
| 14. Pepsi/Gatorade                     |                      |
| 15. Publix                             |                      |
| 16. Rooms to Go                        |                      |
| 17. Saddle Creek Logistics Services    |                      |
| 18. Southern Wine & Spirits            |                      |
| 19. UPS                                |                      |



[Building Specs](#)[Site Layout](#)[Lakeland Logistics Hub](#)[Statewide Distribution](#)[Labor Demographics](#)[Contact Info](#)

## IN THE CENTER OF IT ALL

University Park at Bridgewater is a bulk distribution park that is centrally located in the “Logistical Center” of the State of Florida. The site features access to nearly 9 million consumers within a 100-mile radius, and is situated within four hours’ drive-time of every major city in Florida. The property offers excellent access to Tampa-Orlando via Interstate 4, and offers abundant access to labor. The site is also in close proximity to the new CSX intermodal facility in Winter Haven.

Florida itself has a robust wholesale trade and transportation sector. The State features one of the world’s most extensive multi-modal transportation systems, including international airports, deep-water shipping ports, and extensive highway and railway networks—all of which are within easy access of Lakeland.

9 MILLION CONSUMERS  
WITHIN A 100-MILE RADIUS



[Building Specs](#)[Site Layout](#)[Lakeland Logistics Hub](#)[Statewide Distribution](#)[Labor Demographics](#)[Contact Info](#)

The Lakeland Metropolitan Statistical Area (MSA) is the 18th largest MSA nationally.

#### LAKELAND MSA STATISTICS

|                                          |                  |          |
|------------------------------------------|------------------|----------|
| Population today                         | 721,312          |          |
| Population next five years               | 777,174          |          |
| New residents (past five years)          | 80,142           |          |
| New residents expected (next five years) | 55,862           | National |
| Unemployment                             | 5.0% (oct 2021)  | 4.3%     |
| 12-month job growth                      | +5.3% (oct 2020) | +2.3%    |

#### LABOR MARKET STATISTICS

| Drivetime          | Population        | Labor Market           |
|--------------------|-------------------|------------------------|
| 30 Minutes         | 648,780           | 293,262                |
| 60 Minutes         | 4,119,088         | 1,965,484              |
| 90 Minutes         | 8,017,672         | 3,708,227              |
| 120 Minutes        | 9,703,669         | 4,391,573              |
| <b>240 Minutes</b> | <b>18,695,738</b> | <b>8,694,475 (est)</b> |



[Building Specs](#)

[Site Layout](#)

[Lakeland Logistics Hub](#)

[Statewide Distribution](#)

[Labor Demographics](#)

[Contact Info](#)

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# Topline Logistics Center City of Ocala



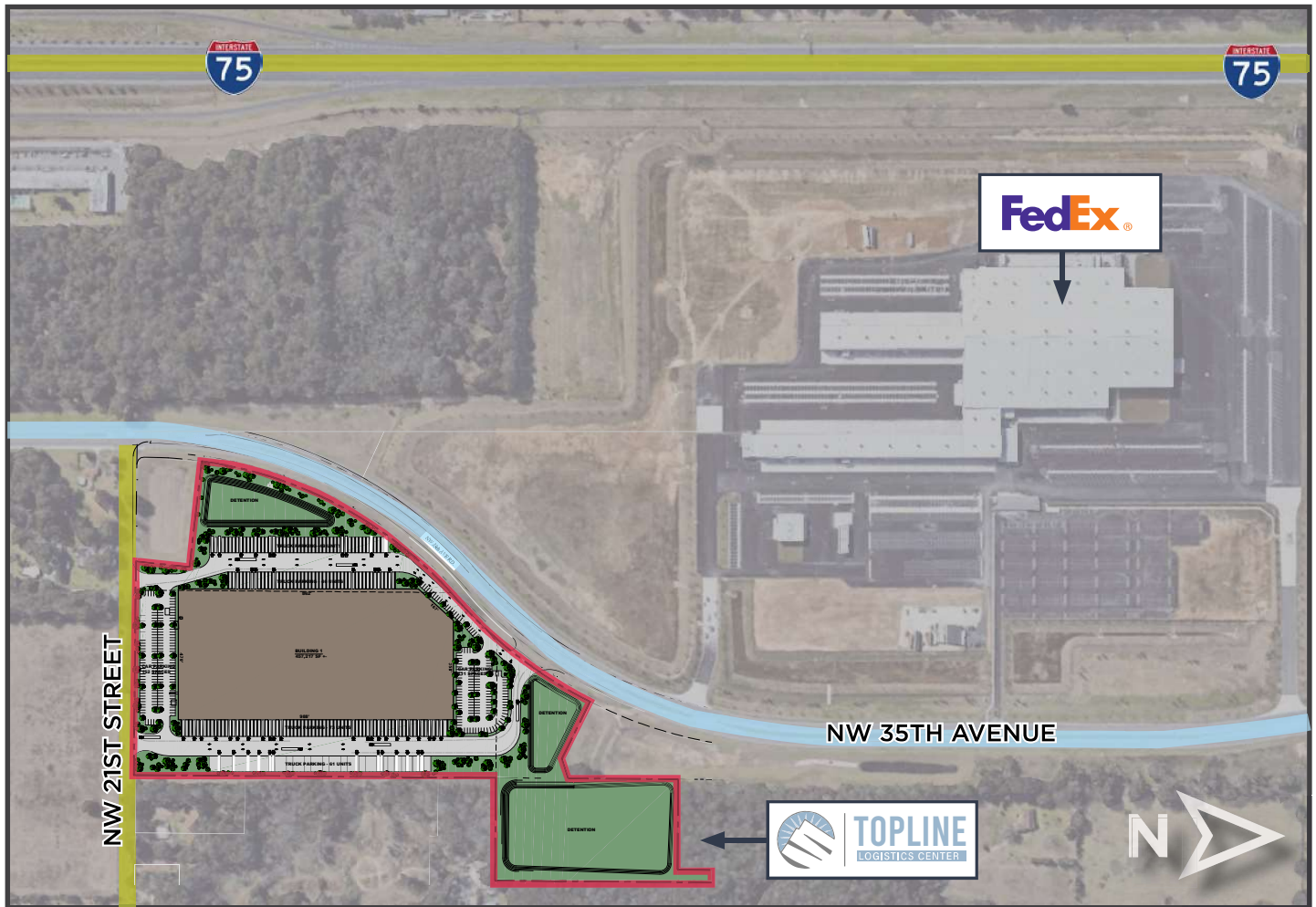
# TOPLINE

LOGISTICS CENTER

AVAILABLE FOR LEASE  
457,217 SF



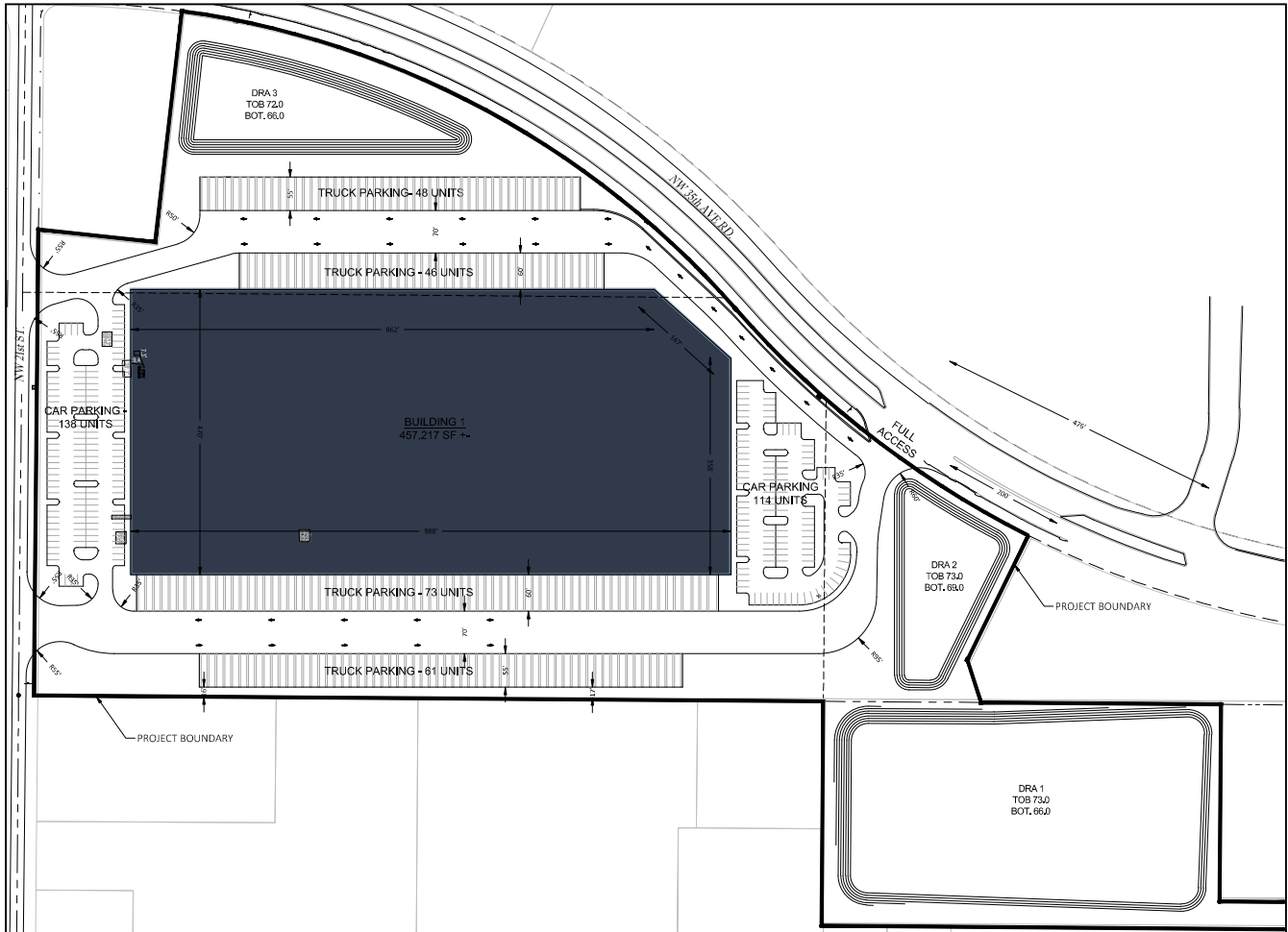
# PROPERTY OVERVIEW



## TOPLINE LOGISTICS CENTER

Topline Logistics Center is a premier Class A industrial facility with immediate access to Interstate-75. Topline Logistics is located within the heart of a key logistics cluster within the Ocala MSA, and benefits from its proximity to a variety of Fortune 500 companies, as well as unparalleled access to ground transportation.

# BUILDING HIGHLIGHTS



|                        |                            |
|------------------------|----------------------------|
| Rental Rate            | Negotiable                 |
| Anticipated Delivery   | Q1 2023                    |
| Total Building SF      | 457,217 SF                 |
| Site Size              | 35.13 AC                   |
| Building Configuration | Cross Dock                 |
| Clear Height           | 36'                        |
| Column Spacing         | 56' x 50'<br>60' speed bay |
| Status                 | Under Construction         |

|                  |                                     |
|------------------|-------------------------------------|
| Parking          | 0.6/1,000                           |
| Trailer Storage  | 110                                 |
| Electrical       | 277/480V, 3 Phase<br>4 wire service |
| Roof             | 60mil TPO                           |
| Fire Protection  | ESFR                                |
| Dock Doors       | 151 (9' x 10')                      |
| Drive - In Doors | 4 (12' x 14')                       |
| Truck Court      | 185'                                |



## LOCATION HIGHLIGHTS

### OCALA LOGISTICS HUB

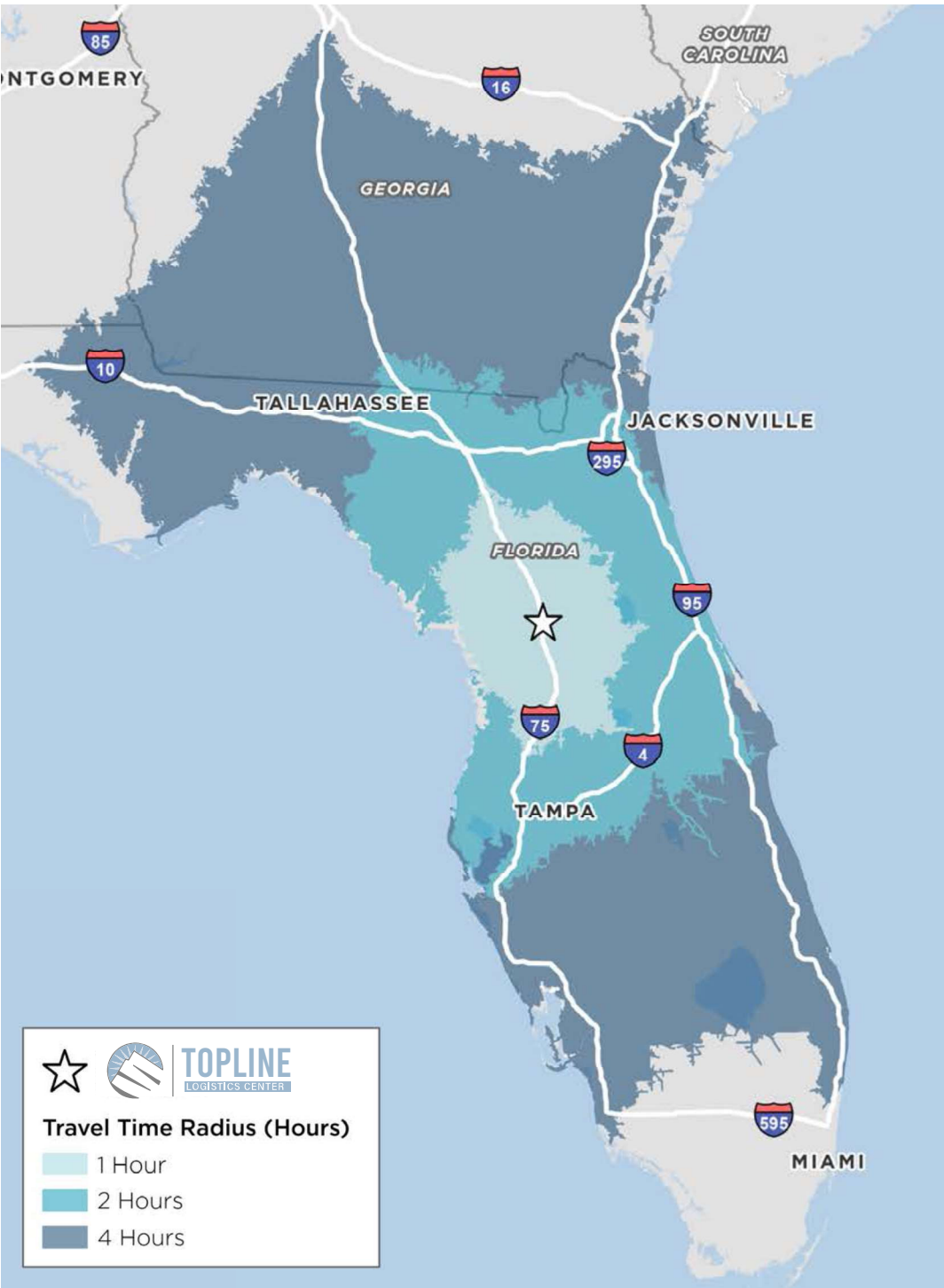
Major companies are continuing to incorporate Ocala into their supply chains, with Amazon and Costco becoming the newest neighbors. Ocala is already home to over 23 million square feet of industrial space, with over 24,700 employed in the Distribution, Supply Chain & Logistics businesses. Companies with large investments in the Ocala market include:

- |                                               |                                             |
|-----------------------------------------------|---------------------------------------------|
| 1. Amazon (3400 NW 35th St)                   | 8. Custom Window Systems (1900 SW 44th Ave) |
| 2. Velocitel (2530 NE 36th St.)               | 9. Chewy (3380 NW 35th Ave)                 |
| 3. Winco Manufacturing (5516 SW 1st Ln)       | 10. AutoZone (3321 NW 35th Ave Rd)          |
| 4. Snider Fleet Solutions (443 SW 54th Ct)    | 11. FedEx (3100 NW 35th Ave Rd)             |
| 5. Signature Brands (1900 SW 38th Ave)        | 12. McLane (910 NW 50th Ave)                |
| 6. PODS (1501 SW 44th Ave)                    | 13. Gordon Food Services (910 NW 49th Ter)  |
| 7. Dollar Tree Distribution (5700 SW HWY 484) | 14. Costco (655 SW 52nd Ave)                |



# MARKET STATS

Industrial tenants and users are increasingly attracted to the Ocala Metropolitan Statistical Area (MSA) due to ample developable sites coupled with labor availability. The MSA, with a combined population of 370,000 is a magnet for retirees and famous for thoroughbred horse farms.



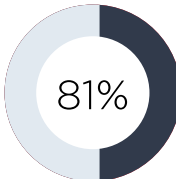
381,860  
**POPULATION**



\$49,779  
**MEDIAN INCOME**



52  
**MEDIAN AGE**



**81%**  
**OF FLORIDA POPULATION**  
(4-HOUR DRIVE TIME)



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# Trailhead Logistics Park Marion County

# TRAILHEAD

LOGISTICS PARK

UNDER CONSTRUCTION

6445

6445



FOR LEASE

943,426 SF

TRANSWESTERN<sup>®</sup>

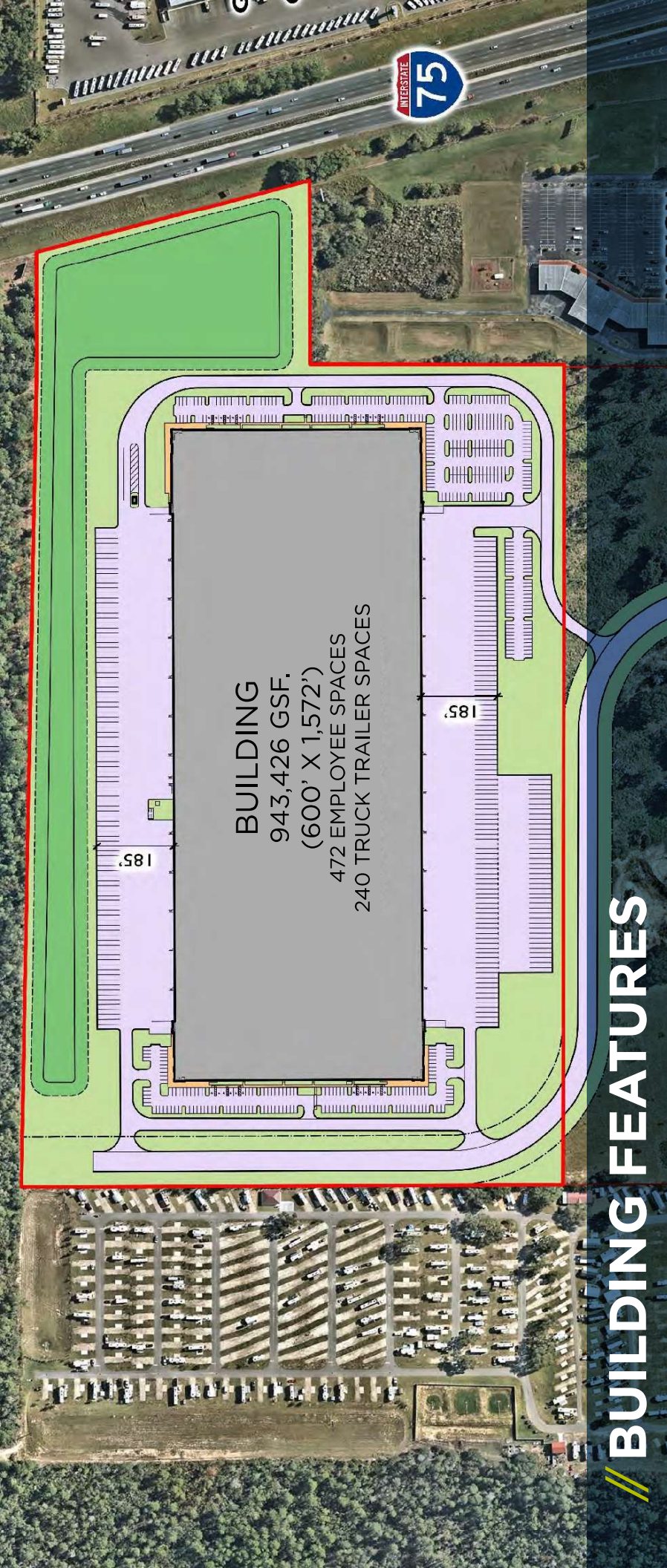
DEVELOPMENT COMPANY



FLORIDA COMMERCIAL  
REAL ESTATE ADVISORS

CUSHMAN &  
WAKEFIELD





**BUILDING**  
943,426 GSF.  
(600' X 1,572')  
472 EMPLOYEE SPACES  
240 TRUCK TRAILER SPACES



## // BUILDING FEATURES

**BUILDING SIZE**  
UP TO 943,426 SF

**AVAILABLE SPACE**  
680,400 SF TO  
943,426 SF

**CONFIGURATION**  
CROSS DOCK

**LOADING DOCKS**  
154

**DRIVE-IN DOORS**  
4 - 12' x 14'

**PARKING**  
0.5/1,000

**SITE SIZE**  
64.26 ACRES

**DELIVERY**  
Q4 2022

**TRAILER STALLS**  
240

**ROOF**  
60 mm TPO

**BUILDING SLAB**  
8" REINFORCED  
CONCRETE

**CLEAR HEIGHT**  
40'

**COLUMN SPACING**  
54' x 50'  
60' STAGING BAYS

**TRUCK COURT**  
185'

**SPRINKLERS**  
ESFR

**CONSTRUCTION**  
TILT WALL

**BUILDING DIMENSIONS**  
1,572' X 600'

**LEASE RATE**  
\$5.75/SF NNN

**OPERATING EXPENSES**  
\$1.95/PSF



CLICK FOR  
DETAILED PLANS

// **TRAILHEAD LOGISTICS PARK**  
SW HWY 484 Ocala, FL 34473



# // SITE CONFIGURATION & ACCESS

TRAILHEAD  
LOGISTICS PARK

## PROPERTY FEATURES

Trailhead Logistics Park is located at the I-75/Hwy 484 interchange in Ocala, FL. Trailhead features excellent visibility and access to both I-75 and Hwy 484. This strategic location maximizes employee acquisition in this labor rich market and provides unparalleled same-day distribution access to many key submarkets.

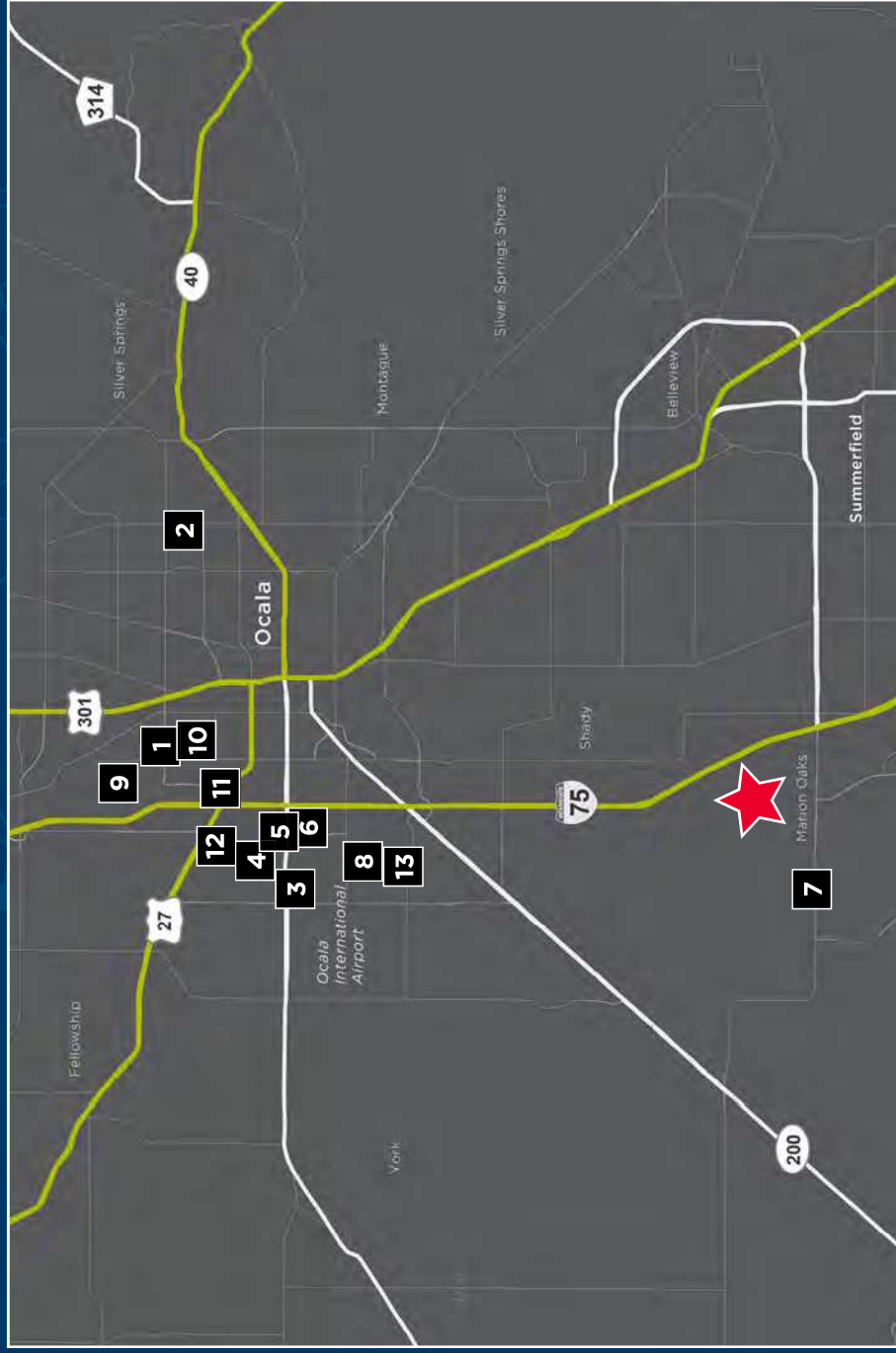


TRAILHEAD LOGISTICS PARK  
SW HWY 484 Ocala, FL 34473

## OCALA LOGISTICS HUB

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12. McLane (910 NW 50th Ave)
13. Gordon Food Services (910 NW 49th Ter)





EXCELLENT REGIONAL  
DISTRIBUTION LOCATION

Trailhead Logistics Park is a state-of-the-art bulk industrial development, which is uniquely positioned in Ocala, Florida. Ocala has emerged as a regional distribution hub for a variety of users due to its connectivity with key Florida markets, as well as its proximity to I-75 which is a key thoroughfare servicing majority of the inbound freight consumed within the state of Florida. Trailhead Logistics Park provides immediate access to I-75, highway visibility, and is in close proximity to the Florida Turnpike; providing access to nearly 18 million consumers within a 1-4-hour drive-time. With the robust population growth throughout the state, Trailhead Logistics Park provides a compelling alternative to the I-4 corridor for users seeking to locate regional distribution, and manufacturing facilities within Central Florida.

17.9 MILLION CONSUMERS  
WITHIN A 4-HOUR DRIVETIME



# TRAILHEAD

## LOGISTICS PARK



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## **SECTION 5: PUD CONCEPT PLAN**

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#### Land Use Designation

- Parcel 1 - Industrial Warehouse Center
- Parcel 2 - Industrial Warehouse Center
- Parcel 3 - Industrial Warehouse Center
- Conservation

### Development Data

#### Site Details

|                |              |
|----------------|--------------|
| Gross PUD Area | 114.25 Acres |
| Parcel 1       | 30.22 Acres  |
| Parcel 2       | 21.26 Acres  |
| Parcel 3       | 28.36 Acres  |
| Conservation   | 34.41 Acres  |

#### Proposed Development

|                     |                   |
|---------------------|-------------------|
| Proposed Industrial | 1,000,000 Sq. Ft. |
|---------------------|-------------------|

Map Source: Esri, City of Kissimmee, Osceola County

Subject Property

Municipal Boundary

### PUD Concept Plan

## CONSTELLATION PUD AMENDMENT

1/6/2021  
P & B Job No: 21-167

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

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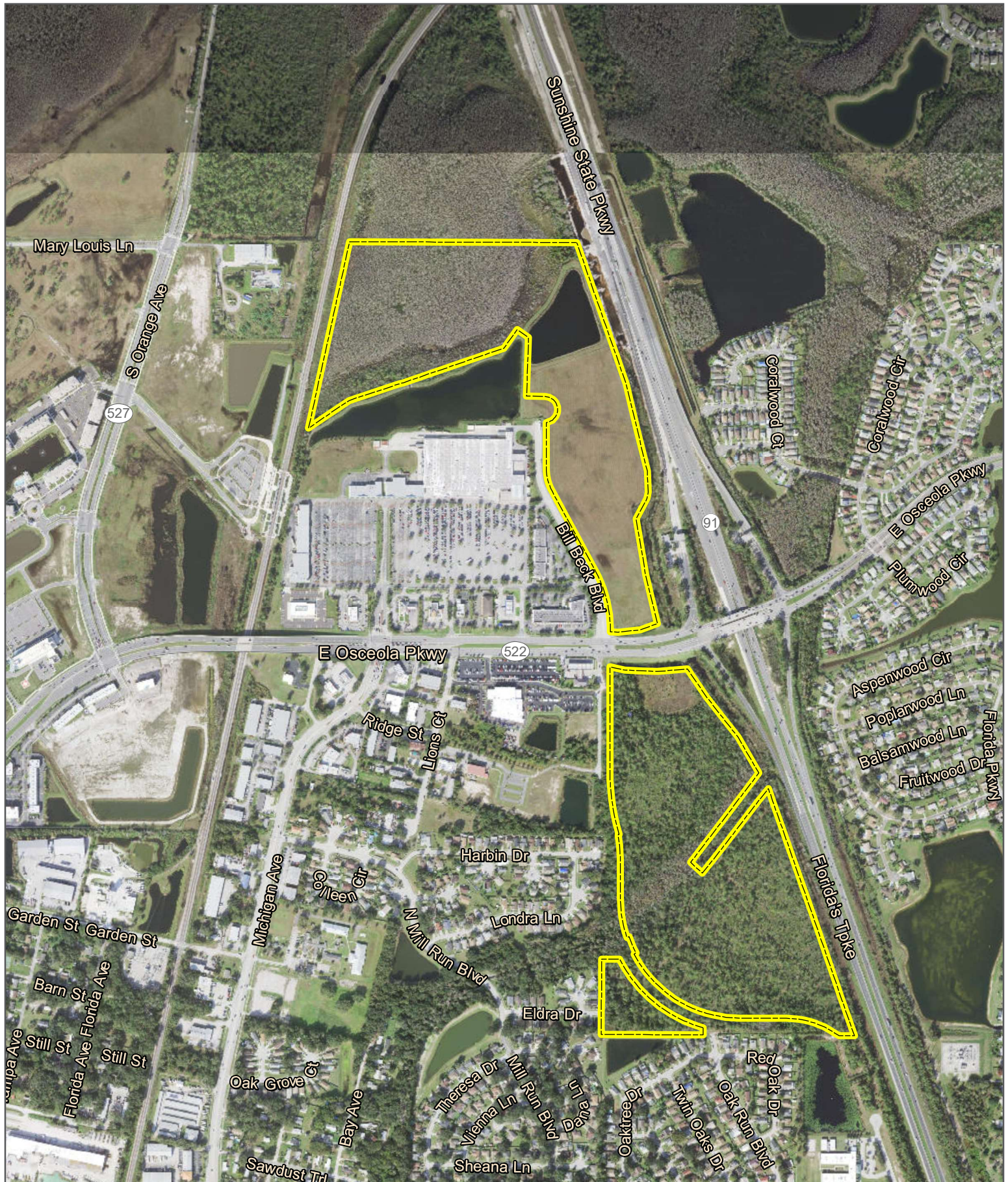


| Planning QA/QC |          |          |
|----------------|----------|----------|
| Information    | Initials | Date     |
| Planner        | NM       | 1/6/2022 |
| Team Leader    |          |          |

## **SECTION 6: MAPS**

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Map Source: Esri, Osceola County

Subject Property

Aerial Map

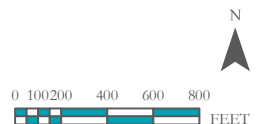
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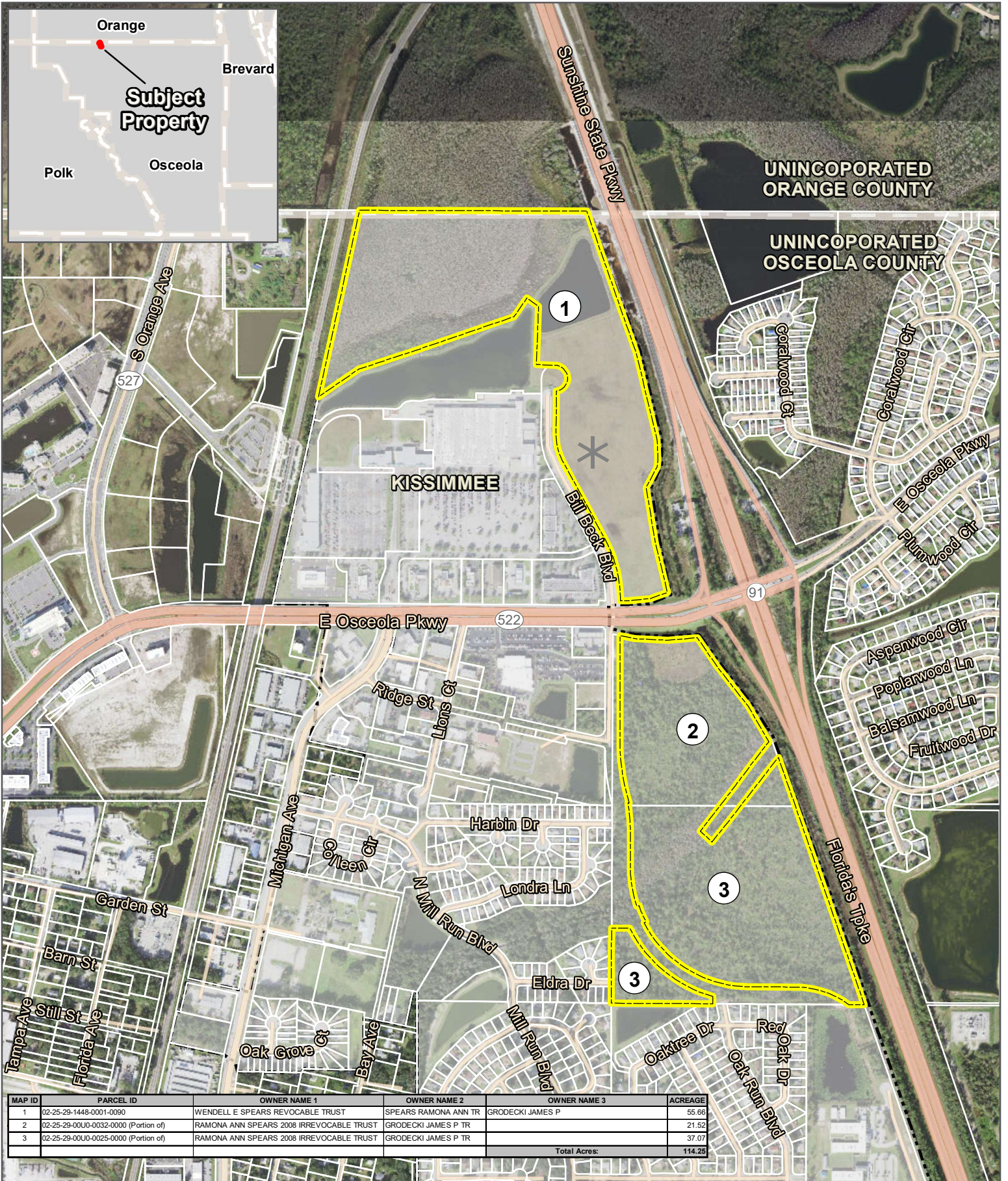
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| Planning Q.A.Q.C. |          |          |
|-------------------|----------|----------|
| Information       | Initials | Date     |
| Planner           | NM       | 1/4/2022 |
| Project Engineer  |          |          |





| 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

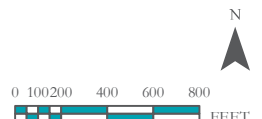
## CONSTELLATION PUD AMENDMENT

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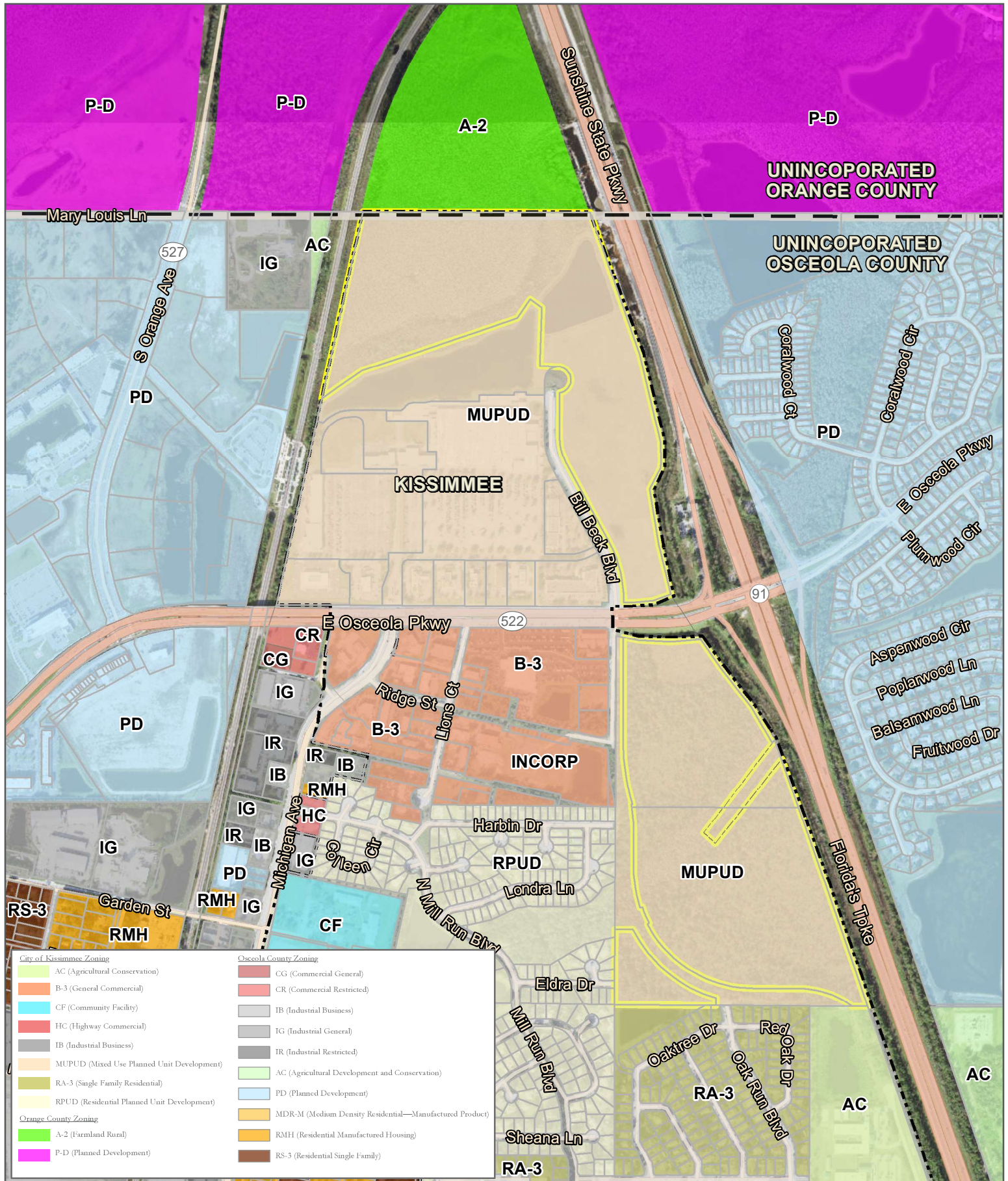
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| Planning QA/QC |          |          |
|----------------|----------|----------|
| Information    | Initials | Date     |
| Planner        | NM       | 1/4/2022 |
| Team Leader    |          |          |





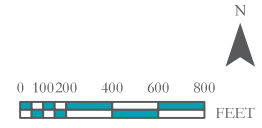
| City of Kissimmee Zoning                          |                                             | Osceola County Zoning                             |                                                         |
|---------------------------------------------------|---------------------------------------------|---------------------------------------------------|---------------------------------------------------------|
| <span style="background-color: #90EE90;"> </span> | AC (Agricultural Conservation)              | <span style="background-color: #C08080;"> </span> | CG (Commercial General)                                 |
| <span style="background-color: #FFA07A;"> </span> | B-3 (General Commercial)                    | <span style="background-color: #F08080;"> </span> | CR (Commercial Restricted)                              |
| <span style="background-color: #40E0D0;"> </span> | CF (Community Facility)                     | <span style="background-color: #D3D3D3;"> </span> | IB (Industrial Business)                                |
| <span style="background-color: #FF6347;"> </span> | HC (Highway Commercial)                     | <span style="background-color: #A9A9A9;"> </span> | IG (Industrial General)                                 |
| <span style="background-color: #808080;"> </span> | IB (Industrial Business)                    | <span style="background-color: #696969;"> </span> | IR (Industrial Restricted)                              |
| <span style="background-color: #FFDAB9;"> </span> | MUPUD (Mixed Use Planned Unit Development)  | <span style="background-color: #90EE90;"> </span> | AC (Agricultural Development and Conservation)          |
| <span style="background-color: #90EE90;"> </span> | RA-3 (Single Family Residential)            | <span style="background-color: #ADD8E6;"> </span> | PD (Planned Development)                                |
| <span style="background-color: #FFFFE0;"> </span> | RPUD (Residential Planned Unit Development) | <span style="background-color: #FFD700;"> </span> | MDR-M (Medium Density Residential—Manufactured Product) |
| <b>Orange County Zoning</b>                       |                                             | <span style="background-color: #FFA07A;"> </span> | RMH (Residential Manufactured Housing)                  |
| <span style="background-color: #90EE90;"> </span> | A-2 (Farmland Rural)                        | <span style="background-color: #8B4513;"> </span> | RS-3 (Residential Single Family)                        |
| <span style="background-color: #FF00FF;"> </span> | P-D (Planned Development)                   |                                                   |                                                         |

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

- Subject Property
- Municipal Boundary

Zoning

## CONSTELLATION PUD AMENDMENT



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

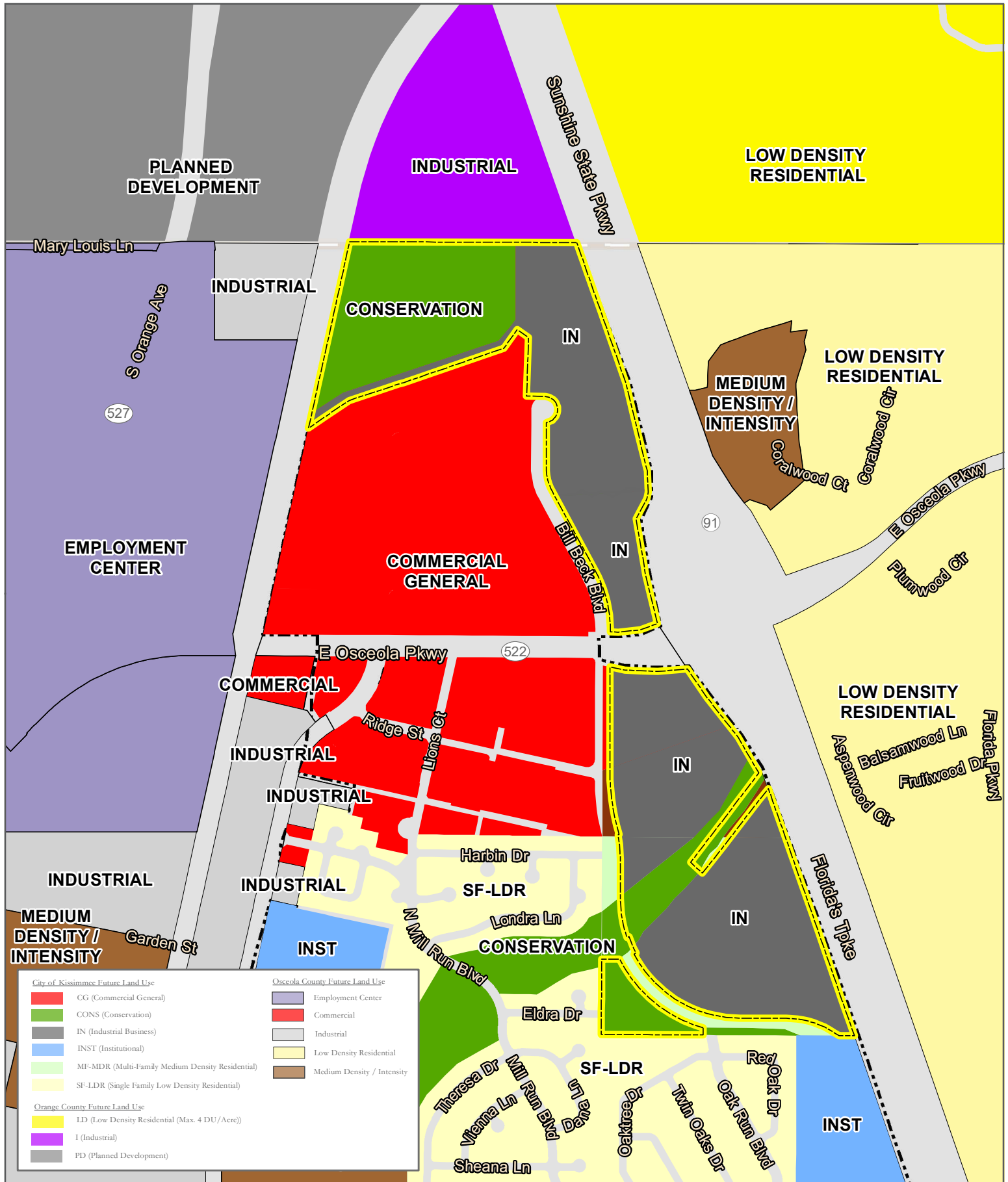
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| Planning QA/QC   |          |          |
|------------------|----------|----------|
| Information      | Initials | Date     |
| Planner          | NM       | 1/4/2022 |
| Project Engineer |          |          |





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

## Proposed Future Land Use Map

# CONSTELLATION PUD AMENDMENT

Subject Property

Municipal Boundary

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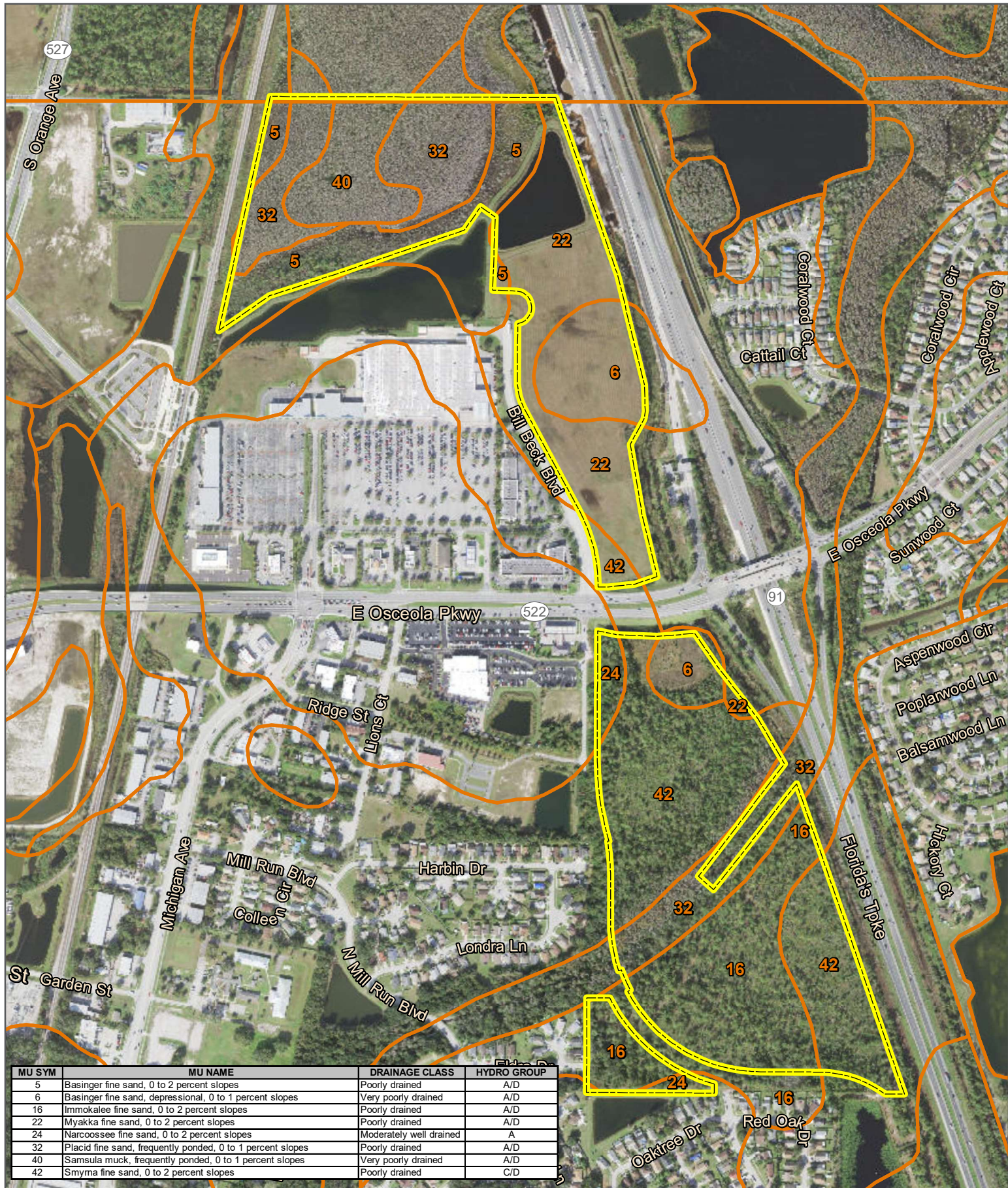
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0 100 200 400 600 800  
FEET

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





| 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 PUD AMENDMENT

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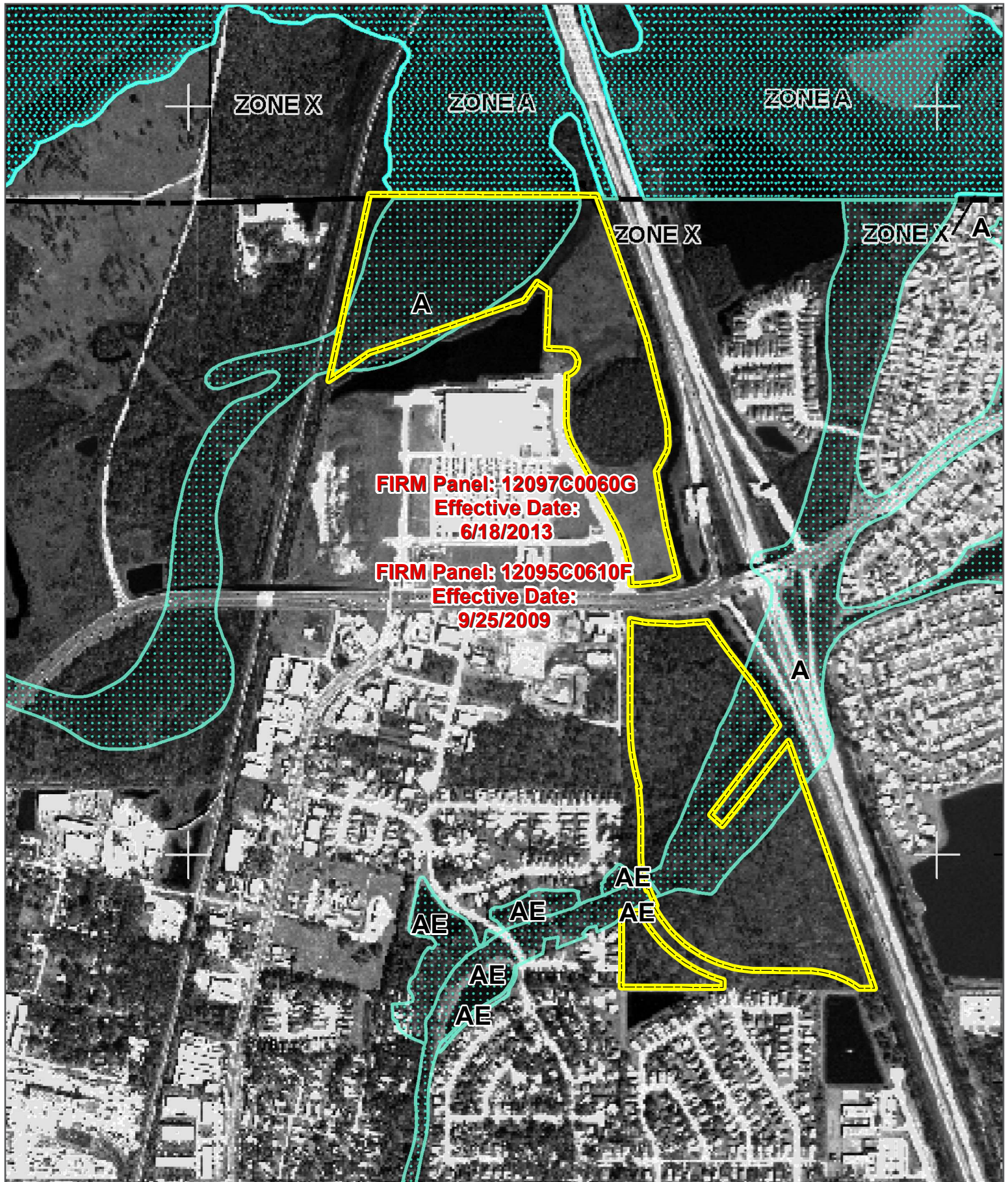
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0 75 150 300 450 600  
FEET

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





Map Source: Esri, Osceola County, FEMA



Subject Property



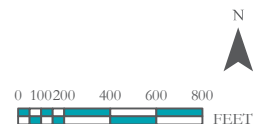
Special Flood Hazard Areas  
Subject to Inundation by the  
1% Annual Chance Flood

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

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



## **SECTION 7: BOUNDARY SURVEY**

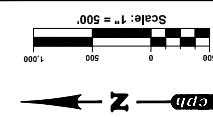
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Survey Sheet 3



SHEET 2

FLORIDA'S TURNPIKE

OSCEOLA PARKWAY (BLVD)

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

PARCEL 1

PARCEL 2

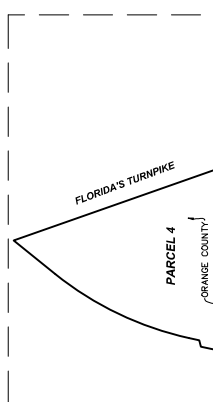
PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE



FLORIDA'S TURNPIKE

OSCEOLA PARKWAY (BLVD)

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

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FLORIDA'S TURNPIKE



FLORIDA'S TURNPIKE

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FLORIDA'S TURNPIKE

PARCEL 1

PARCEL 2

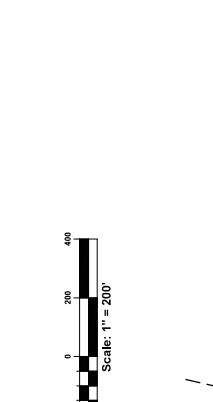
PARCEL 3

PARCEL 4

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FLORIDA'S TURNPIKE



FLORIDA'S TURNPIKE

OSCEOLA PARKWAY (BLVD)

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OSCEOLA PARKWAY (BLVD)

FLORIDA'S TURNPIKE

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PARCEL 1

PARCEL 2

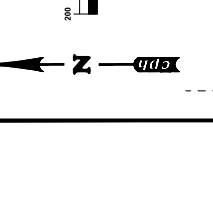
PARCEL 3

PARCEL 4

CSX RAILROAD

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FLORIDA'S TURNPIKE



FLORIDA'S TURNPIKE

OSCEOLA PARKWAY (BLVD)

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PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

CSX RAILROAD

---

**SIMILAR  
PROJECT  
EXPERIENCE**

---



641

SUITE 100





























































**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.

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

**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

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

**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

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

#### **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

|                            |            |                             |            |
|----------------------------|------------|-----------------------------|------------|
| <b>Vice Chairman Wolff</b> | <b>AYE</b> | <b>Member Santiago</b>      | <b>AYE</b> |
| <b>Member Spalding</b>     | <b>AYE</b> | <b>Member Marrero-Pinto</b> | <b>AYE</b> |
| <b>Member Espinosa</b>     | <b>AYE</b> |                             |            |

#### **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 ENERGVO & BLUEBEAM**

**ADDRESS:** N. & S. of Osceola Pkwy., w. of FL Turnpike, e. of Bill Beck Blvd.

**DATE:** 2/28/2022

**PLAN NUMBER:** PUD-22-0001 Constellation (fka Ramona) PUD Amendment – **REVISED**

**Review Status:  
REVISE & RESUBMIT.**

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

**GENERAL**

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 consists of co-trustees. Please provide additional ownership authorizations for all co-trustees or provide additional trust documents that confirms Michael Spears can act as a sole trustee for all trusts.

**USES & DEVELOPMENT STANDARDS**

2. Review the definition of manufacturing in the LDC and the different intensities to confirm whether light manufacturing will be the only type of manufacturing considered with this PUD Amendment.
3. Consider including prohibited (e.g., motor vehicle repair) and conditional uses (e.g. outdoor activities and storage).
4. Include that all repair and manufacturing activities conducted within 300 feet of a residential district shall be in completely enclosed buildings. Processes located at a greater distance may be located outdoors if approved as a conditional use and shall be enclosed by a solid wall or fence at least six feet high.
5. Revise the front setback and establish a separate front setback requirement from Bill Beck Blvd. and Osceola Parkway to 35ft. (arterial & collector roadways).
6. Retain Condition 10 pertaining to on-site wetlands from the rescinded Gateway Commons DRI that is included in the existing Ramona PUD with this PUD Amendment.

**ARCHITECTUAL/DESIGN STANDARDS**

7. There were master sign standards in the Ramona PUD. Include these standards in this PUD amendment or defer sign standards to the LDC in the PUD narrative.
8. A waiver to the loading/unloading bay/garage doors visible from ROWs and adjacent residential uses, is subject to proper mitigation of the bay/loading doors to be addressed at the Site Plan review process. ([LDC 14-3-50](#)).

**PARKING & ROADWAYS**

9. Include a trip generation table comparing the current uses in the Ramona PUD with the new uses of this PUD Amendment.

10. The parking ratio of 1 space per 2,000 sq. ft. of gross floor area is a deviation from all of the parking standards for the proposed uses in this PUD Amendment. Revise to state parking standards must be consistent with LDC standards. Parking deviations may be considered with a parking study ([LDC 14-7-22A](#)) that can be submitted with subsequent PUD Site Plan reviews as an administrative waiver.
11. The Bill Beck Blvd. roadway improvements shall be consistent with the Osceola County Joint Facilitation of Public Infrastructure for Michigan Ave and Bill Beck Blvd. (OR Book 1859, Page 1676; April 12, 2001).

**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](http://www.kissimmee.gov.energov) to upload a response to comments.**

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



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

**ADDRESS: E. Bill Beck Blvd, North & South Osceola Pkwy  
PLAN (DRC) NUMBER: PUD-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 PUD Amendment for a Industrial Warehouse 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](http://www.kissimmee.gov.energov) to upload a response to comments.**

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



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

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

**Review Status:**  
**REVISE & RESUBMIT**

**ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - [ryan.kilman@kissimmee.gov](mailto:ryan.kilman@kissimmee.gov)**

**MINIMUM LOT STANDARDS:**

1. The Maximum Impervious Area listed in the PUD lot standards is 85%. Will the master stormwater pond(s) be designed for 85% impervious coverage? If not, please revise this number to indicate a percentage no greater than what the master stormwater pond is designed for.

**ADVISORY COMMENTS (No Responses Necessary):**

- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.
- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to upload revisions to plans and/or response to comments.
- If you have any questions regarding the comments/conditions above, please use the contact information provided.

###



**Exhibit B**

**Gateway Commons DRI Rescission Order**



# CITY OF KISSIMMEE

Office of the City Clerk

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2308 . FAX 407-518-2260

July 26, 2019



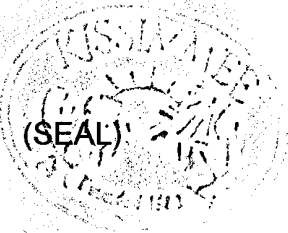
CFN 2019100669  
Bk 5568 Pgs 541-644 (105 Pgs)  
DATE: 08/05/2019 10:40:48 AM  
ARMANDO RAMIREZ, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES \$894.00

I HEREBY CERTIFY that the attached is a true and correct copy of the  
**RESOLUTION # 09-2019 ORDER APPROVING RESCISSION OF GATEWAY  
COMMONS DRI DEVELOPMENT ORDER** as approved by the City of Kissimmee  
Commission on May 7, 2019.

By:

*Linda S. Hansell*

Linda S. Hansell  
City Clerk



RESOLUTION # 09-2019  
**REQUEST FOR RESCISSION OF**  
**GATEWAY COMMONS DRI DEVELOPMENT ORDER**

THIS REQUEST FOR RESCISSION OF THE GATEWAY COMMONS DRI DEVELOPMENT ORDER (this "Request") is submitted on behalf of WENDELL E. SPEARS REVOCABLE TRUST ("Trust"), whose address is Post Office Box 1780, Winter Park, Florida 32790, by and through its undersigned attorney, Hal Kantor, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, Florida 32801.

**FACTUAL BACKGROUND**

1. Dart Road Limited Partnership, a Florida limited partnership, was the original developer of that certain real property in the City of Kissimmee, Florida (the "City"), commonly known as the Gateway Commons Development of Regional Impact (the "Gateway Commons DRI" or "DRI"), which is more particularly described in the Gateway Commons DRI Development Order (as hereinafter defined). A legal description of the DRI is included as **EXHIBIT A**.
2. The Gateway Commons DRI is approved for 700 hotel rooms, 695,000 square feet of commercial development and 265,000 square feet of business park on 195.7 acres. The attached **EXHIBIT B** provides a list of all development, and approved development, to date within the DRI.
3. Wendell E. Spears Revocable Trust, ("Trust"), is the landowner of the undeveloped parcels within the DRI, which are approved for 700 hotel rooms and 200,000 square feet of commercial development and 250,000 square feet of business park. The undeveloped parcels are identified on **EXHIBIT C**.
4. The City issued the Original Development Order for the Gateway Commons DRI on August 6, 1991, which is recorded at Official Records Book 1026, Page 2967, in the Public Records of Osceola County, Florida. The City amended the Gateway Commons Development Order on July 30, 1996, which is recorded at Official Records Book 1349, Page 1479, and, again, on September 30, 1999, which is recorded at Official Records Book 1690, Page 1594. The Original Development Order and the two amendments combined are the Gateway

Commons DRI Development Order (the "DRI Development Order").

5. The DRI Development Order specifies the required mitigation for the development of the Gateway Commons DRI.
6. The City of Kissimmee meets the population and density criteria related to exemptions for dense urban land area pursuant to Section 380.0651(3)(a), Florida Statutes, and is identified on the State of Florida list of qualifying communities as published by the Florida Legislature, Office of Economic and Demographic Research.
7. As a dense urban land area the City of Kissimmee is exempt from Chapter 380.06 (the DRI law) and is authorized to rescind any existing DRI approvals upon request. Pursuant to Section 380.115(2), Florida Statutes, "If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies."
8. All required mitigation has been completed for the developed, and approved for development, portion of the Gateway Commons DRI as set forth in the Gateway Commons DRI Development Order. The developed, and approved for development, portion is 450,659 square feet of commercial development.
9. Since all required mitigation under the Gateway Commons DRI Development Order has been performed for the amount of development that exists in the Gateway Commons DRI, Trust hereby requests that the City rescind the Gateway Commons DRI.
10. As specified in the DRI Development Order and save and except for wetlands which have received permits for removal and for which mitigation has been provided, the Gateway Commons on-site wetlands systems, other conservation tracts, and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall



have their developmental uses restricted by easement as provided in Section 704.06, Florida Statutes. That condition does not preclude the applicant from including these land in fulfilling open space requirements of the City of Kissimmee. This rescission order retains this provision for all of the DRI property as identified in Exhibit A, including the Trust parcels.

### REQUEST FOR RESCISSION

1. FACTUAL BACKGROUND INCORPORATED. The facts set forth in the Factual Background above are true and correct and are hereby incorporated into this Request by this reference.
2. GATEWAY COMMONS MITIGATION. The Gateway Commons DRI Development Order mitigation requirements are included as **ATTACHMENT A** which documents that the Conditions of Approval required for development of **450,659 square feet of commercial development** within the Gateway Commons DRI have been met.
3. GATEWAY COMMONS TRAFFIC ANALYSIS. As further confirmation that the mitigation requirements for the development, and development approved to date, have been fulfilled, a traffic analysis was submitted that documents that the amount of development, including that approved to date, is within Phase 1 of the DRI Development Order. The Traffic Analysis is included as **ATTACHMENT B**.
4. GATEWAY COMMONS DRI RESCISSION. Based on the information presented herein, Trust hereby requests rescission of the Gateway Commons DRI Development Order.
5. PROPOSED ORDER APPROVING DRI RESCISSION. Included as **ATTACHMENT C** is a proposed form of an Order Approving Rescission of the Gateway Commons DRI Development Order that the City may wish to use once it has determined that all of the required mitigation for the amount of existing development has been performed.

Date

6/27/19

Respectfully submitted,

Hal Kantor

Lowndes, Drosdick, Doster, Kantor & Reed  
215 North Eola Drive  
Orlando, FL 32801  
Attorney for Wendell E. Spears Revocable Trust

**ATTACHMENT A**

**STATUS OF CONDITIONS OF APPROVAL WITHIN  
THE GATEWAY COMMONS DRI DEVELOPMENT ORDER**

30022337.1

**Gateway Commons Development of Regional Impact  
Development Order - 1991**

Section I. Findings of Fact:

1. Dart Road Limited Partnership, a Florida limited partnership (hereafter "Developer") filed an application for a Development of Regional Impact called Gateway Commons pursuant to Section 380.06, Florida Statutes, relating to real property located in Kissimmee, Florida, more particularly described in Exhibit 1 attached to and incorporated herein by this reference.
2. The developer is the owner of and has the authority to file the Application for Development Approval ("ADA") and obtain a Development Order with respect to the Property in accordance with Section 380.06, Florida Statutes.
3. The Property does not lie within an area of critical state concern.
4. The application has been reviewed by and recommendations for approval have been received from the City of Kissimmee Planning Advisory Board sitting as the Local Planning Agency.
5. All public hearings as required by Section 380.06, Florida Statutes, have been duly noticed and held.
6. The Developer's authorized agent is Mr. Joel Ivey, Ivey Harris & Walls, 122 E. Colonial Dr., Orlando, FL 32801.

Section II. Conclusions of Law:

1. The development of the Gateway Commons is consistent with the achievement of the objectives of the adopted State Land Development Plan.
2. The development of the Gateway Commons is consistent with the City of Kissimmee Growth Management Plan ("GMP") and other City Land Development Regulations.
3. The development of the Gateway Commons is consistent with the report and recommendations of the East Central Florida Regional Planning Council received pursuant to Section 380.06(14), Florida Statutes.
4. ~~The Development Order constitutes final approval of use of the Property for a total of 1,050 hotel rooms, 532,000 square feet of commercial, and 600,000 square feet of business park on 208.3 acres, as more particularly detailed in the Findings of Fact above and as described in the ADA/DRI and incorporated by this reference, and subsequently amended by sufficiency responses and as may be amended by the terms and conditions of this Order.~~

**Status: This information was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

Section III. Development Order:

1. The project shall be developed in accordance with the information, data, plans and commitments contained in the Gateway Commons DRI/ADA and supplemental information unless otherwise directed by the conditions enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items:
  - a. Application for Development Approval dated September 1990;
  - b. First Sufficiency Responses dated December 1990;
  - c. Second Sufficiency Response dated January 1991;
  - d. Commitments made during the review as presented as condition 38.

**Status: In compliance.**

- ~~2. The project shall consist of a total of 1,050 hotel rooms, 532,000 square feet of commercial, and 600,000 square feet of business park on 208.3 acres.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

- ~~3. If five percent of phase I of the project (26,600 square feet of commercial space or any combination which equals five percent of the development) is not constructed within five years of the effective date of the Development Order, then the Development Order shall expire.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

4. Project construction personnel shall be notified, through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the applicant shall stop construction at the site of discovery and notify the City of Kissimmee and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

**Status: In compliance. No sites discovered to date.**

5. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, xeriscape principles using native vegetation (see xeriscape plant guide published by South Florida Water Management District) shall be utilized in landscaping of areas not subject to reclaimed water irrigation. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state to the greatest extent practicable.

**Status: In compliance. Reclaimed water is used on site.**

6. Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly



dependent upon the project site, the developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Game and Fresh Water Fish Commission and the United States Fish and Wildlife Service. Proper protection and habitat management, to the satisfaction of the above agencies, shall be provided by the developer.

"Harming" and "harassment" as used in this condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

**Status: In compliance. All site work has been conducted in compliance with state and federal permits.**

7. Prior to development activities the developer shall coordinate with the FGFWFC to determine the potential for relocation of the existing gopher tortoise population present on the Gateway Common site. FGFWFC guidelines for gopher tortoise relocation shall be followed. Progress and status relocation shall be reported by the ECFRPC.

**Status: In compliance. All site work has been conducted in compliance with state and federal permits.**

8. Losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands within the same watershed in accordance with the Master Development Plan (Map H, ADA) and in accordance with adopted rules and policies of Osceola County, Florida Department of Environmental Regulation, South Florida Water Management District, and U.S. Army Corps of Engineers. Wetlands to be created or upland to be retained as mitigation shall be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation. However, littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes.

**Status: In compliance. Three wetlands were removed in compliance with state and federal permits and mitigated through near-site and off-site mitigation. This work was completed in 2001 and 2008.**

9. Buffer areas of native upland vegetation averaging 50 feet wide and with a minimum width of 25 feet shall be retained around all regionally significant wetlands. Upland buffers between on-site wetlands/marshes/lakes and any type of development or land alteration shall be delineated with temporary construction fencing prior to construction to allow these areas to be maintained with existing native vegetation or be re-planted with native, transitional zone or upland vegetation. Use of these buffers shall be limited to nature trails and other passive recreation. The only component of the stormwater system within these buffers shall be a dispersion swale discharge system which shall not be permitted within the first 25 feet of buffer from the wetlands and shall be limited to a total length of no greater than ten percent (10%) of the wetland perimeter. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers and the wetlands they protect.

**Status: The buffers are in compliance with water management district permits.**

10. ~~The on-site wetlands systems, other conservation tracts, and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have their developmental uses restricted by easement as provided in Section 704.06,~~

Florida Statutes. This condition does not preclude the applicant from including these lands in fulfilling open space requirements of the City of Kissimmee. This easement shall be conveyed to the South Florida Water Management District, the City of Kissimmee or other state or federal agency or the East Central Florida Regional Planning Council. Lands designated for upland preservation for mitigation purposes only are so designed by the applicant as compensation for losses to wildlife resources of state and regional concern and shall therefore be used exclusively for the purpose of wildlife and habitat preservation and shall be considered to have no value for other than that purpose.

**Status: In compliance. Easements have been conveyed as required.**

11. Any losses to lands designated as conservation or preservation, whether proposed by the applicant, his successors or other private or public entities shall be the responsibility of the party causing the loss to the extent permitted by law. Any substantial deviation of the development order that might occur pursuant to 380.06(19), Florida Statutes shall be performed by the party causing the deviation. Any such losses to wetland areas shall be resolved according to applicable regulatory programs. Any such losses to all other areas shall be compensated for by preserving habitat of equal or greater value, on an acre for acre basis, at another location judged to be able to remain viable as wildlife habitat. Any alternations to the flow or channel of Mill Slough shall result in a watercourse that resembles natural conditions in terms of bank stabilization, bank vegetation and meandering course.

**Status: In compliance. Three wetlands were removed in compliance with state and federal permits and mitigated through near-site and off-site mitigation. This work was completed in 2001 and 2008.**

12. For the purpose of potable water conservation, the project shall utilize low water use plumbing fixtures, self-closing and/or metered water faucets, and/or other water conserving devices. The fixtures shall be at a minimum, consistent with the State Water Conservation Act (Florida Statutes, 553.14).

**Status: Fixtures uses are in compliance with City requirements.**

13. The applicant (or owners/successors) shall establish and implement an inspection and maintenance program for all components of the surface water management system for the project site, to include schedules for the performance of:
  - a. Stormwater facility operating inspections on a regular bases (e.g. quarterly) and following major rainfall events (e.g. 1 inch of rainfall, 1 year/24 hour) for the removal of excessive sediment, debris or other flow obstructions;
  - b. Routine maintenance activities (e.g. moving, trash removal, etc.)
  - c. Ongoing education programs for maintenance staff personnel regarding the correct usage of and application rates for fertilizers and chemicals (e.g. herbicides) near the stormwater management facilities, the removal off noxious weeds and retention of desirable aquatic vegetation, and correct procedures for other maintenance/landscaping related activities which have the potential for adversely affecting water quality conditions on the project site.

**Status: In project is in compliance with the conditions of the stormwater management permit. The systems are maintained privately through recorded ECR documents and Association.**

14. The applicant (or owner/successors) will incorporate additional water quality treatment and/or water management system to correct or mitigate any degradation if the measures implemented by the applicant/owners are found to be ineffective or to adversely impact water quality/quantity conditions on or downstream of the project site.

**Status: In compliance.**

15. The applicant (or owners/successors) shall ensure that no direct overland runoff from developed or landscaped areas on the project site will be able to enter Mill Slough, its tributaries or adjacent wetland areas without receiving treatment equivalent to the retention or detention with filtration of the first one-half inch of rainfall runoff in order to prevent the direct, untreated entry of fertilizers, herbicides, pesticides and other pollutants from the project site.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

16. In order to effectively monitor the project's impacts on surface water quality conditions in Mill Slough, the applicant (or successors) shall establish and operate a surface water quality monitoring program consisting of the following components:

(a) Surface water samples shall be collected at the following locations:

1. At sample location #1, as depicted on page 7 (Map G1) of Applicant's Information Response date January 24, 1991;
2. On Mill Slough at the proposed road alignment adjacent to the site's west property line; and
3. At the outfall from the preserved wetland in Basin 202 into the Florida Turnpike drainage ditch.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

(b) The water samples shall be collected and analyzed at least four times annually on a seasonal basis. Sample collection at the two locations in Mill Slough shall commence immediately following the issuance of the D.O. for the purpose of obtaining additional background data. Sample collection in the stormwater pond/wetland shall commence upon the completion of the pond/berm and its discharge structure (at the time of initial rainfall runoff). The sampling period shall extend at least four (4) years following project buildout.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

(c) Water quality parameters to be measure will be determined by the South Florida Water Management District with input from the jurisdictional government, but should include, at a minimum, all of the parameters analyzed by the applicant's consultants, as contained on pages 6 and 9 of the Applicant's Information Response date January 24, 1991. Collected data shall be furnished to the jurisdictional government and the water management district.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

17. The applicant shall ensure that, if a property owner's association is proposed to assume drainage system operation and maintenance responsibilities, then the proposed property owner's association shall be created with defined duties and responsibilities regarding the operation and maintenance of the surface water management system, and have sufficient legal authority and power to establish the mandatory collection of fees and/or assessments from all property owners for use in financing the operation, replacement and maintenance of the project's surface water management system.

**Status: The project stormwater ponds are owned and managed by private entities. Requirements are met through recorded documents. The existing large retention pond is maintained by Wal-Mart per recorded agreement.**

18. Any shoreline banks created along on-site stormwater wet detention lakes greater than five acres in area shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted in, or allowed to be colonized by, native emergent and submergent vegetation excluding cattails. The applicant shall ensure by replanting if necessary, that at least 80 percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low water for the duration of the project).

**Status: In project is in compliance with the conditions of the stormwater management permit.**

19. The proposed surface water management system shall be designed, constructed and operated so as to ensure that the natural functions and hydroperiods of the on-site and off-site wetlands will not be adversely impacted or diminished.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

20. Floodplain impact compensatory storage sites shall be provided for the 100-year flood in order to provide for effective storage volume within the floodplain.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

21. The following minimum distances to adjacent wetland areas will be adhered to in project design and construction:

Stormwater wet detention ponds/flowways – no closer than 200 feet, and  
Roadways with underdrains – no closer than 50 feet; unless one or more of the following conditions are met;

- (a) Adverse impacts on affected wetland vegetative communities from excessive drying out due in part to lateral subsurface seepage from the wetland area(s) into pond(s) during drought or low water periods have been determined not be an applicable issue of concern by the South Florida Water Management District and the jurisdictional government; or
- (b) The South Florida Water Management District and the jurisdictional government accept tests, calculations or other information (e.g. the use of preventative



measures such as clay berms) furnished by the applicant through the permitting and project review processes which demonstrate that deviations from the 50 and 200 foot distances are appropriate; or

- (c) The elevations of the bottoms of the stormwater wet/detention lakes/ponds, flowways or roadway underdrains are higher than the ordinary low water elevation in each potentially impacted wetland area.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

- 22. The applicant shall design the project's surface water management system to provide for the following use of the historic Mill Slough flowage-way:

- (a) The re-routing of Mill Slough shall be in accordance with the requirements of the City Engineering Department at the time of Development Plan submittal.

**Status: No re-routing of Mill Slough has occurred.**

- (b) Retention of the channelized flowage-way for the conveyance of flood flows and other flows exceeding the 10 year storm event capacity of the historic flowage-way; and

**Status: No permitting affecting the flowage-way of Mill Slough has occurred.**

- (c) Discharge of treated stormwater discharges from Basin 302 into the historic flowage-way.

**Status: No permitting affecting the flowage-way of Mill Slough has occurred.**

- (d) The intention of condition #22 is to enhance the Mill Slough wetlands from the Turnpike to the west property line of the Gateway Commons project. The rerouting of Mill Slough through this area shall not reduce the carrying capacity of Mill Slough for any storm event.

**Status: No re-routing of Mill Slough has occurred.**

- 23. The applicant shall support, along with other area DRI's and other parties, an ozone modeling study for the Orlando metropolitan area. This study will be directed toward assessing the extent of ozone pollution in the area, the significance of identified problem areas. The study shall be coordinated by the ECFRPC in consultation with local governments and applicable state and federal agencies. The applicant's participation in this effort shall be limited to \$3,511.00 (\$0.10 per average daily external trip generated). Any results of this study applicable to Gateway Commons shall be given formal consideration by the applicant and the City of Kissimmee for implementation.

Payment of the applicant's share of this impact study shall be made to the University of Central Florida, Ozone Modeling Study account at the time that the Gateway Commons development order becomes effective and shall be held in escrow for eventual disbursement to cover study costs. If the ozone study has not begun within 24 months of payment then the developer shall be entitled to a refund of the amount paid.

**Status: Status unknown.**

24. Toward the achievement of energy conservation, the Gateway Commons project shall perform or require the following actions:
- thermal storage cooling systems for non-residential buildings shall be considered.
  - developers shall consult with the Florida Solar Energy Center and obtain guidelines for site development.
  - construction materials used shall be chosen with consideration of energy savings.
  - landscaping shall be provided which will optimize energy conservation.

**Status: Development is in compliance with the Florida Building Code and City of Kissimmee requirements.**

25. ~~For the purpose of the transportation conditions, the Gateway Commons DRI project shall be divided into the following phases based upon anticipated external trip generation. These external trip volumes are based upon development level equivalents as calculated from Trip Generation, 4<sup>th</sup> Edition published by the Institute of Transportation Engineers, with the exclusion of internally capture trips. Monitoring is required when the external trip generation volume for each phase is met.~~

| Phase | Per Phase | Cumulative |
|-------|-----------|------------|
| 1a    | 15,300    | 15,300     |
| 1b    | 7,700     | 23,000     |
| 2a    | 7,380     | 30,380     |
| 2b    | 7,380     | 37,760     |

**Status: This condition was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

26. ~~Prior to the initiation of Phase 1b and subsequent phases as identified in the previous condition, a monitoring and modelling program shall be performed to ascertain the LOS on facilities where the Gateway Commons project is estimated to contribute an amount of traffic greater than or equal to ten percent of the roadway's LOS "C" service volume. The methodology of the monitoring/modelling program shall be agreed upon by the East Central Florida Regional Planning Council, Osceola County, the City of Kissimmee, the Florida Department of Transportation, the Department of Community Affairs and the applicant. A list of facilities (\*) may include but shall not be limited to the following:~~

~~Roadway and Roadway Links~~

~~Buenaventura Boulevard~~

- ~~— Boggy Creek Road to Florida Parkway~~
- ~~— Florida Parkway to Dart Boulevard~~
- ~~— Dart Boulevard to the Southern Connector~~

~~Florida Parkway~~

- ~~— Buenaventura Boulevard to Dart Boulevard~~

~~Florida's Turnpike~~

- ~~— Dart Boulevard to Southern Connector~~

~~Osceola Boulevard~~

- ~~— Michigan Avenue to Dart Boulevard~~
- ~~— Dart Boulevard to CR-530~~

**Michigan Avenue**

- ~~Osceola Boulevard to Dart Boulevard~~
- ~~Dart Boulevard to Carroll Street~~
- ~~Carroll Street to Donegan Avenue~~
- ~~Donegan Avenue to US 192~~

**Dart Boulevard**

- ~~Buenaventura Boulevard to Florida Parkway~~
- ~~Florida Parkway to Florida's Turnpike~~
- ~~Florida's Turnpike to Osceola Boulevard~~
- ~~Osceola Boulevard to Michigan Avenue~~
- ~~Michigan Avenue to CR 527 north~~
- ~~CR 527 north to CR 527 south~~
- ~~CR 527 south to US 441~~
- ~~US 441 to Bermuda Avenue~~

**Donegan Street**

- ~~Michigan Avenue to Old Dixie Highway (CR 527)~~
- ~~Old Dixie Highway (CR 527) to US 441~~

- \* ~~to include intersections of these roadways and other collector and high classified roadways which intersect these roadways and interchange ramps.~~

**Status: This condition was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

- 27. ~~The Gateway Commons project shall not commence beyond phase 1a, or beyond and equivalent 15,300 external average daily trips (ADT), into phase 1b when service levels are below service level "D" peak hour (LOS "C" on rural designated roadways) and the project contributes ten percent or greater to the LOS "C" service volume of the roadway or intersection as determined by the monitoring program required in the preceding condition, unless mitigation measures and/or improvements are secure and committed to occur on deficient facilities during the next sub phase.~~

- ~~Prior to the commencement of sub phase 1b and all subsequent phases, the applicant must also demonstrate, by means of a monitoring/modeling study which assesses current conditions and satisfaction of the East Central Florida Regional Planning Council, Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation and the Department of Community Affairs that, where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the next applicable suphase of traffic (along with cumulative project traffic) will not adversely affect service levels (below service level "D" peak hour on urban roadways and service level "C" on rural roadways) or demonstrate that the necessary improvements are committed to occur during said applicable phase. Proof of mitigation must include identification of committed funding sources and a reasonable guarantee of scheduling within the required time frame. Otherwise, further building permits shall not be issued by the jurisdictional government.~~

**Status: This condition was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

- 28. Toward the achievement of the objectives in the two preceding condition, an agreement(s) among Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation and the applicant shall be entered into within twelve months of the issuance of a development order for this project by the jurisdictional government. Said

agreement(s) shall address and clarify such issues related to equity in the application of fees for roadway improvements. Said fees shall be based on a fair-share basis with respect to the improvements to be constructed and not solely on the basis of impact fees. However, such an agreement would not alter or waive the provisions of the two preceding conditions as a mitigative measure for the aforementioned conditions.

In the event that one of the designated parties to the agreement (other than the applicant) fails to execute said interlocal agreement within the specified time, then the applicant may proceed with the project based upon the monitoring/modeling schedule and all other conditions specified herein as it affects the non-participating party. Separate agreements may be entered with one or more parties and the applicant.

**Status: The referenced agreement was not executed during the specified time.**

29. The applicant shall construct an on-street, on-site system of bikeways to connect with external on-street bicycle systems as available in conjunction with new project interior roadway construction. Bikeway construction standards shall conform to the latest state criteria and/or City code.

In conjunction with the building development, bicycle support facilities (e.g. parking) shall be made available at commercial centers hotels and employment centers.

**Status: The project meets the requirements of the City of Kissimmee for bicycle connectivity and parking provision requirements.**

30. Bicycle lookers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. Transit bays and areas for shelters shall be reserved for future transit service and constructed when transit is available. Siting and construction of transit facilities shall be approved by the applicant or successors, jurisdictional government and Tri-County Transit. The applicant shall make known to tenants and residents that the Gateway Commons area is service by an existing ridesharing program. Future transit (when available) and current ridesharing information shall be prominently displayed in all on-site public gathering areas, employment centers and/or commercial center areas. After Phase 1b the Gateway Commons project shall provide for a part-time ridesharing coordinator who will be responsible for coordinating with the area transit provider, conducting ridesharing campaigns within the project, publicity, transit information, etc.

**Status: In compliance. The project is still within Phase 1.**

31. The plan of development shall provide for the development of a child care center on the site. This requirement shall be implemented prior to Phase 2, unless the Applicant can show that adequate day care facilities in the vicinity are provided off site, or the provision of a day care center will be a hardship on the Applicant.

**Status: The project is still within Phase 1.**

32. The applicant shall fund the construction of left and right-turn deceleration lanes at all project entrance. These improvements shall be constructed when such project entrances are created. The applicant shall fund, on a pro-rata basis, the cost of future signalization at project entrances and internal site intersections when deemed warranted by the appropriate governmental entity. Access along Dart Boulevard, Michigan Avenue and



Osceola Boulevard shall be limited to the access standards outlined in the project ADA and later information submissions.

**Status: Required operational improvements have been constructed at all entrances.**

33. The following roadway improvements shall be constructed at the specified project generated ADT level phases. It is understood that these improvements may not be needed or may be insufficient based upon actual areawide development levels. Accordingly, some of these improvements may be delayed or eliminated or alternative improvements may be constructed, so long as adequate levels of service are maintained on significantly impacted facilities. Prior to the time-frame required, the Applicant or successors may demonstrate that the improvement is not necessary as listed within this condition; however, the burden of proof rests with the applicant and the final decision rests with Osceola County and the Department of Transportation on state facilities.

**Phase 1**

1. Osceola Boulevard from Dart Boulevard to Michigan Avenue; 4 lanes prior to phase 1b. \*
2. Michigan Avenue from Dart Boulevard to Carroll Street; 4 lanes prior to phase 1b.
3. Dart Boulevard from Buenaventura Boulevard to Florida Parkway; 4 lanes prior to phase 1b.
4. Dart Boulevard and Florida's Turnpike; new interchange prior to phase 1b.

**Phase 2**

1. Michigan Avenue from Dart Boulevard to Carroll Street; 6 lanes prior to phase 2a.
2. Michigan Avenue from Carroll Street to Donegan Avenue; 6 lanes prior to phase 2a.
3. Michigan Avenue from Donegan Avenue to US 192; 6 lanes prior to phase 2b.
4. Dart Boulevard from Buenaventura Boulevard to Florida's Turnpike and from Osceola Boulevard to US 441; 6 lanes prior to phase 2b.
5. Dart Boulevard from Florida's Turnpike to Osceola Boulevard; 8 lane capacity improvement prior to phase 2b.

\* Alternate interchange design may negate this improvement.

**Status: The project is in compliance with all required transportation improvements.**

34. All hotels on site shall operate or have access to transit shuttles which will service the Orlando International Airport and local attractions.

**Status: There are no hotels on site.**

- ~~35. Parcel 1 of the Master Development Plan (Map H) shall be subject to a 50' building setback from the future north right-of-way line of Dart Boulevard (proposed 160' total roadway right-of-way).~~

**Status: This condition was deleted with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

36. The Florida Department of Transportation has initiated plans to construct an interchange at the intersection of Dart Boulevard and Florida's Turnpike. The precise land area required for the interchange shall be designated by FDOT within 45 days of the applicant's signing of the development order, but shall in no event exceed 10.9 acres (6.8 acres in the northwest quadrant and 4.1 acres in the southwest quadrant). The applicant agrees

to refrain from construction activity within the potential interchange area for a period of one (1) year commencing on the date of applicant signing of the development order. With regard to anything contained herein to the contrary notwithstanding, this provision shall not be construed by any third party to diminish the value of the lands covered.

**Status: The project met this condition.**

37. As it relates to the project' primary traffic impact area, the applicant shall pay a fair share cost to the Florida Department of Transportation for impacts to State maintained facilities consistent with the provisions of ECFRPC Rule 28F-3.11(3)(g), 380.06 (15)(e)(1), Florida Administrative Code. Said impacts and fees may be resolved through development order condition #28, contained herein.

**Status: In compliance; see Condition #28.**

38. Development is approved to occur in conformance with the following commitments and plan characteristics made by the applicant:

Stormwater Management

- The wet season water levels in the preserved wetlands will be controlled at natural pre-development levels (SFWMD conceptual application, p. 4-2)
- The use of wet detention ponds represents the primary means of stormwater treatment on the project site (ADA P. 22-12)

Floodplains

- Sufficient compensatory storage volume will be provided in the stormwater detention pond system such that project construction will not result in a net loss of basin storage volume for the 100 year/24 hour storm event (ADA, p. 22-5)

Wastewater Management

- The land uses proposed for the project are not anticipated to produce any pollutants that would vary from normal domestic wastewater (ADA, p. 21-1)
- On site wastewater treatment is not planned (ADA, p. 21-1)
- No septic tanks are planned for the project (ADA, p. 21-3)
- If hazardous waste producing tenants locate on-site, the applicant will require that all necessary precautions are taken to comply with CRPP regional issue 50 and all local, state, and federal requirements regarding the disposal of hazardous wastes (First Sufficiency Response, p. 29)

Water Supply

- Irrigation of road right-of-way and open space areas will be met using non-potable water. The xeriscape concept will be used in the landscaping (ADA, p. 23-1)
- If any water wells are observed on the site, they will be capped and abandoned (ADA, p. 23-3)
- The applicant will use treated wastewater effluent for irrigation when such a water source is made available to the site (First Sufficiency Response, p. 25)

Solid Waste

- On site disposal will not occur (ADA, p. 24-3)

Fire Protection

- Property sized pipes and pumping systems will be utilized to ensure adequate water flow and pressure are available for fire protection. An engineering analysis of all pipe sizes and hydraulic properties of the proposed system will be conducted to assure that all requirements are met. Fire protection systems for the project will be provided in accordance with the latest recommendations of the National Fire Protection Association, in conformance with the standard building code and standard plumbing code and the

requirements of utility and governmental agencies exercising jurisdiction over work at the project (ADA, p. 23-5)

#### Environment

- Average 50 foot, minimum 25 foot upland buffers are proposed along the upland limits of wetland #1 (north cypress swamp) and #2 (march fringe of northern swamp) combined and wetland #6 (Mill Slough). Wetland #4 (cypress dome next to Turnpike) is proposed to be utilized for stormwater detention and only a minimum 15' upland buffer is proposed (1<sup>st</sup> response – Dec. 7, 1990, page 9)
- All of wetlands #1, #2, and #4, all of wetland #5 (adjacent to Turnpike and south of Dart Blvd.), and most of wetland #6 will be preserved in their existing state or enhanced to improve their wetland function (ADA, page 16-6).

**Status: In compliance.**

39. The applicant agrees to work with the City to develop guidelines to be incorporated in the new City Development Regulations which will be mutually beneficial to both the Applicant and the City.

**Status: In compliance.**

40. Development shall occur in accordance with the City of Kissimmee Subdivision Regulations.

**Status: In compliance.**

41. ~~Period of Effectiveness~~

~~The development order shall take effect after execution by the Mayor and the City Commission of the City of Kissimmee and the appeal period provided in Florida Statutes Section 380.7, Florida Statutes. The development order shall remain in effect for a period of 15 years, with the exception that if development equal to five percent of Phase 1 of the project has not been constructed within five years of issuance of the development order, then the development order shall expire unless extended by the City. The effectiveness of this development order may be extended upon a showing by the Developer that the completed portions and remaining portions of the development comply with the conditions of this development order and the provisions of Chapter 380.06, Florida Statutes.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

42. Annual Report Requirements

The Developer, its successors or assigns, will submit an annual report on or before the anniversary date of this order of each calendar year during the buildout of the development plan. Said annual report will be submitted to the City of Kissimmee, the East Central Florida Regional Planning Council, the Florida Department of Community Affairs, the Florida Department of Environmental Regulation, the Florida Department of Transportation, the South Florida Water Management District and any other affected permit agencies. The report shall include the information required under the conditions of approval and the information enumerated below and in the format specified in Form #BLWM-07-85 of the Florida Department of Community Affairs. The report to the City of Kissimmee shall also include a statement that all persons/agencies listed above have been sent copies of the Annual Report. In accordance with Chapter 380.06(18), Florida Statutes, failure to timely file an Annual Report may result in the temporary suspension of this Development Order. The report shall address the following:

- (a) Changes in the plan of development or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year;
- (b) A summary comparison of development activity proposed and actually conducted for the year;
- (c) Undeveloped tracts of land other than individual single-family lots, that have been sold to a separate entity or developer;
- (d) Identification and intended use of lands purchased, leased or optioned by the Development adjacent to the Development site indicated in the Application for Development Order, since this Development Order was issued;
- (e) An assessment of the Development's and local government's compliance with conditions of approval contained in this Development Order and the commitments which are contained in the Application for Development Approval and which have been identified by local government, the Regional Planning Council or the Department of Community Affairs as being significant.
- (f) Any known incremental development of regional impact ("DRI") applications for development approval or requests for a substantial deviation determination that were filed during the reporting year, or to be filed during the next year, relating to the development;
  - 1) An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
  - 2) A list of significant local, state, and federal permits which have been obtained or which are pending by agency.
- (g) A statement that all person/entities have been sent copies of the Annual Report in conformance with subsections 380.06(15) (f) and (18), Florida Statutes;
- (i) The final annual report shall include a statement indicating that all development authorized by the Development Order has been completed and all conditions of approval have been satisfied.

**Status: This Annual Report is submitted as part of the application for rescission of the DRI Development Order. The last known Annual Report was submitted for the Reporting Period 2007-2008.**

#### 43. Monitoring Mechanism

Compliance with the terms and conditions of this Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to City of Kissimmee Monitoring Procedures. The Administrative Official, as set forth in the City of Kissimmee's Land Development Regulations, shall be the official responsible for monitoring compliance by the developer with this Development Order.

**Status: Acknowledged.**

#### 44. ~~Restrictions on Down Zoning~~

~~This Development of Regional Impact will not be subject to down zoning, unit density reduction or intensity reduction for a period of five years from the effective date of this Development Order unless it is demonstrated that substantial changes in the conditions underlying the approval of this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the City of Kissimmee to be essential to the public health, safety or welfare.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**



45. Modifications to the Development Order

The Developer shall submit, simultaneously, to the City of Kissimmee, the East Central Florida Regional Planning Council and the Florida Department of Community Affairs (DA) any requests for approval of a proposed change to this Development Order. This submission shall be in a format established by the DCA and shall include as a minimum the precise language which is proposed for deletion or addition to the development order and a statement summarizing all previous changes that have been made to the development order.

**Status: Acknowledged.**

# **1<sup>st</sup> Amendment to Gateway Commons Development of Regional Impact Development Order - 1996**

## **Section I. Findings of Fact:**

1. The Developer's authorized agent is Joseph G. Kern, Esquire, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive, Orlando, FL 32801.

## **Section III. Development Order:**

- ~~2. The project shall consist of a total of 1,050 hotel rooms, 532,000 square feet of retail development, and 600,000 square feet of business park on 208.2 acres. Phase 1 of the project shall consist of 532,000 square feet with a phase buildout of December 30, 2000. Phase 2 shall consist of 1,050 hotel rooms and 600,000 square feet of business park with a phase/project buildout of December 30, 2005. The amended conceptual development program is attached hereto as Exhibit "B".~~

**Status: This information was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

- ~~3. If five percent of Phase 1 of the project (26,600 square feet of commercial space of any combination which equals five percent of development) is not constructed by August 5, 2001, then the Development Order shall expire.~~

**Status: This information was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

41. This Development Order shall take effect after execution by the Mayor and the City Commission of the City of Kissimmee and the appeal period provided in Section 380.07, Florida Statutes. The Development Order shall remain in effect until August 5, 2012, with the exception that if development equal to five percent of Phase I of the project has not been constructed by August 5, 2001, then the development order shall expire unless extended by the City. The effectiveness of this development order may be extended upon a showing by the Developer that the completed portions and remaining portions of this development order comply with the conditions of this development order and the provisions of Chapter 380.06, Florida Statutes.

**Status: In compliance.**

44. Restrictions on Down Zoning This Development of Regional Impact will not be subject to down zoning, unit intensity reduction or intensity reduction until August 5, 2001 unless it is demonstrated that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the City of Kissimmee to be essential to the public health, safety and welfare.

**Status: In compliance.**

## **2<sup>nd</sup> Amendment to Gateway Commons Development of Regional Impact Development Order - 1999**

1. The legal description to the Project attached to the Development Order as Exhibit "1" is hereby deleted in its entirety and the legal description attached hereto as Exhibit "A" is inserted in lieu, in place and instead thereof.
2. Paragraph 4 of Section II, Conclusions of Law, of the Development Order is hereby deleted in its entirety and the following new Paragraph 4 of Section II, is hereby inserted in lieu, in place and instead therefore to wit:

"This Development Order constitutes final approval of use of the Property for a total of 700 hotel rooms, 695,000 square feet of commercial development and 265,000 square feet of business park on 195.7 acres, as more particularly detained in the Findings of Fact above and as described in the ADA/DRI and incorporated by the reference, and subsequently amended by sufficiency responses, and the NOPC filed with the City and as may be amended by the terms and conditions of this Development Order."

3. Paragraphs 2 and 3 of Section III, of the Development Order are hereby deleted in their entirety and the following Paragraphs 2 and 3 are hereby inserted in lieu, in place and instead thereof, to-wit:

"2. The project shall consist of a total of 700 hotel rooms, 695,000 square feet of commercial development and 265,000 square feet of business park on 195.7 acres. Phase 1 of the project shall consist of 585,000 square feet of commercial and 15,000 square feet of business park and 300 hotel rooms with a phase buildout of December 30, 2000. Phase 2 shall consist of 110,000 square feet of commercial, 400 hotel rooms and 250,000 square feet of business park with a phase/project buildout of December 30, 2005.

3. If five percent of Phase 1 of the project (34,750 square feet of commercial space or any combination which equals five percent of development) is not constructed by August 5, 2001 then the Development Order shall expire."

**Status: In compliance.**

4. Paragraph 8 of the Development Order shall be amended by adding the following sentence at the end of said paragraph:

"Off-site mitigation shall be included as an acceptable method of mitigating on-site losses of viable wetlands, subject to meeting all applicable governmental rules and regulations."

**Status: In compliance.**

5. Paragraph 25 of Section III of the Development Order is hereby deleted in its entirety and the following Paragraph 25 is hereby inserted in lieu, in place and instead thereof, to wit:

"25. For the purpose of the transportation conditions, the Gateway Commons DRI project shall be divided into the following phases based upon anticipated daily

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Status document.docx

external trip generation. These daily external trip volumes are based upon development level equivalents as calculated from Trip Generation, 6<sup>th</sup> Edition published by the Institute of Transportation Engineers. Monitoring is required when the external trip generation volume for each phase is met.

| Phase | Per Phase | Cumulative |
|-------|-----------|------------|
| 1     | 28,774    | 28,774     |
| 2     | 12,807    | 41,581     |

\* Note: No certificate of occupancy shall be issued for any development of the project unless (i) construction has commenced on the widening of Michigan Avenue to four (4) lanes between Osceola Parkway and Carroll Street or (ii) the agreement referenced in the last paragraph or Condition #28 of Section III is fully executed.

**Status: In compliance.**

6. Paragraph 26 of Section III, is hereby deleted in its entirety, and the following Paragraph 26 is hereby inserted, in lieu, in place and instead thereof, to wit:

"26. Prior to the initiation of Phase 2, a monitoring and modeling program shall be performed to ascertain the LOS on facilities where the Gateway Commons project is estimated to contribute an amount of traffic greater than or equal to ten percent of the roadway's LOS "C" service volume. The methodology of the monitoring modeling program shall be agreed upon by the East Central Florida Regional Planning Council, Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation, the Department of Community Affairs and the applicant. A list of facilities (\*) may include but shall not be limited to the following:

**Roadway and Roadway Links**

US 441  
US 192 to Donegan Avenue  
Donegan Avenue to Carroll Street  
Carroll Street to Osceola Parkway

**John Young Parkway**

Osceola Parkway to Hunter's Creek Boulevard  
Buenaventura Boulevard  
Boggy Creek Road to Florida Parkway  
Florida Parkway to the SR 417

**Florida Parkway**

Buenaventura Boulevard to Osceola Parkway  
Florida's Turnpike  
US 17/92 to Osceola Parkway to Southern Connector  
Osceola Parkway to US 192

**CR 527 (Old Dixie Highway)**

Carroll Street to Osceola Parkway  
Osceola Parkway to Town Center Boulevard  
Town Center Boulevard to SR 417



Michigan Avenue

Osceola Parkway to Carroll Street  
Carroll Street to Donegan Avenue  
Donegan Avenue to US 192

Osceola Parkway

Boggy Creek Road to Buenaventura Boulevard  
Buenaventura Boulevard to Florida Parkway  
Florida Parkway to Florida's Turnpike  
Florida's Turnpike to Michigan Avenue  
Michigan Avenue to CR 527 north  
CR 527 north to CR 527 south  
CR 527 south to US 441  
US 441 to Bermuda Avenue

Donegan Street

Michigan Avenue to Old Dixie Highway (CR 527)  
Old Dixie Highway (CR 527) to US 441

Bill Beck Boulevard (the constructed portion)

Woodcrest to Osceola Parkway

\* to include intersections of these roadways and other collector and high classified roadways which intersect these roadways and interchange ramps."

**Status: The project is in Phase 1.**

7. Paragraph 27 of Section III of the Development Order is hereby deleted in its entirety and inserted in lieu, in place and instead thereof is the following new Paragraph 27, to wit:

"27. The Gateway Commons project shall not commence beyond Phase 1, or beyond and equivalent 28,774 external average daily trips (ADT), into Phase 2 when service levels are below service level "D" peak hour (LOS "C" on rurally designated roadways) and the project contributes ten percent or greater to the LOS "C" service volume of the roadway or intersection as determined by the monitoring program required in the preceding condition, unless mitigation measures and/or improvements are secured and committed to occur on deficient facilities during the next phase.

Prior to the commencement of Phase 2, the applicant must also demonstrate, by means of a monitoring/modeling study which assesses current conditions and projects the impacts of the next phase of traffic, to the satisfaction of the East Central Florida Regional Planning Council, Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation and the Department of Community Affairs that where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the next applicable phase of traffic (along with cumulative project traffic) will not adversely affect service levels (below service level "D" peak hour on urban roadways and service level "C" on rural roadways) or demonstrate that the necessary improvements are committed to occur during said phase. Proof of mitigation must include identification of committed funding sources, and a reasonable guarantee of scheduling within the required time frame.

Otherwise, further building permits shall not be issued by the jurisdictional government.”

**Status: The project is in Phase 1.**

8. Paragraph 28 of Section III of the Development Order is hereby modified by adding the following paragraph at the end of the existing Paragraph 28 to wit:

In addition to the agreement set forth hereinabove, the applicant shall use his best efforts to enter into an agreement with the City of Kissimmee and Osceola County, said agreement to be entered into within three months of the issuance of this Development Order for this project. Said agreement shall address the funding mechanisms (to include transportation impact fee credits), for improvements to widen Michigan Avenue to a four lane urban section from Carroll Street to Osceola Parkway. Said agreement shall also address the construction of Bill Beck Blvd. from Osceola Parkway to Woodcrest in a two lane rural configuration.

**Status: A Joint Facilitation of Public Infrastructure Agreement was executed in 2001, and subsequently amended in 2002.**

9. Paragraph 33 of Section III of the Development Order is hereby deleted in its entirety in lieu, in place and instead thereof is hereby substituted the following Paragraph 33, to wit:

“33. The following roadway improvements shall be constructed at the specified project generated ADT levels or phases. It is understood that these improvements may not be needed or may be insufficient based upon the actual area wide development levels. Accordingly, some of these improvements may be delayed or eliminated or alternative improvements may be constructed, so long as adequate levels of service are maintained on significantly impacted facilities. Prior to the time-frame or intensity of development which requires construction of the improvements, the Applicant or successors may demonstrate that the improvement is not necessary as listed within this condition; however, the burden of proof rests with the applicant and the final decision rests with Osceola County and the Department of Transportation on state facilities.

**Phase 1**

Michigan Avenue from Osceola Parkway to Carroll Street; this shall be completed as a 4 lane urban roadway section prior development which results in an anticipated external trip generation exceeding 15,300 ADT. No building permits shall be issued for development which results in an anticipated net new external trip generation exceeding 10,000 ADT until contracts have been let for the commencement of the construction of Michigan Avenue as a four lane urban section from Carroll Street to Osceola Parkway. Certificates of occupancy for use anticipated to generate greater than 15,300 ADT shall not be issued until the substantial completion of Michigan Avenue as provided herein. For the purposes of this development order condition, “substantial completion of Michigan Avenue” shall mean the opening up for traffic of Michigan Avenue as a four lane urban section from Osceola Parkway to Carroll Street.

**Phase 2**

1. Bill Beck Boulevard for Osceola Parkway to Woodcrest; 2 lanes with right-of-way reserved for 4 lanes, two lanes prior to Phase 2.

2. Osceola Parkway from Buenaventura Boulevard to Florida's Turnpike and from Bill Beck Boulevard to US 441; 6 lanes prior to Phase 2.
3. Osceola Parkway from Florida's Turnpike to Bill Beck Boulevard; 8 lane capacity improvement prior to Phase 2.
4. Michigan Avenue from Carroll Street to US 192, 6 lanes prior to Phase 2.

It is acknowledged that the City of Kissimmee's Comprehensive Plan is in compliance with Chapter 163, Part II, F.S., and the plan includes a transportation concurrency management system that recognizes improvements scheduled within the first three years of the capital improvements schedule (pursuant to Rule 9J-5.0055(2)(c), FAC). Therefore, those scheduled improvements and those improvements identified as scheduled for construction within the first three years of the current Florida Department of Transportation improvement program may be counted as committed for the purposes of this Development Order. Committed improvements may also include (i) a binding financially secured and irrevocable commitment by the Developer or other applicable persons or entities for the design engineering and actual construction of the necessary improvements (with the posting of cash bond, surety bond, irrevocable letter of credit or other security in a form satisfactory to the City of Kissimmee (or the applicable government of jurisdiction)), which requires construction to occur during the applicable phase and must be in accordance with the requirements of the City of Kissimmee (or the applicable government of jurisdiction) Comprehensive Plan, or (ii) any alternative agreed upon by the City of Kissimmee (and any other applicable government jurisdiction), the ECFRPC, the DCA and the Developer and incorporated into the Development Order by amendment.

**Status: In compliance.**

10. The Gateway Commons Master Development Plan (Map H) of the Project dated April 12, 1999, attached hereto as Exhibit "B" is hereby incorporated into the Development Order.

**Status: In compliance.**

11. The Gateway Commons Conceptual Development Program for the Project attached to the Development Order is hereby deleted in its entirety and lieu, in place and instead thereof is substituted the Conceptual Development Program as shown on the Master Development Plan (Map H) attached hereto as Exhibit "B".

**Status: In compliance.**

12. Paragraph 35, of Section III of the Development Order is hereby deleted in its entirety.

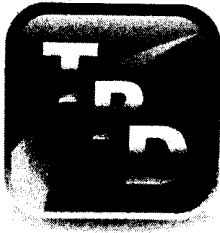
**Status: Acknowledged.**

13. With the exception of the forgoing modifications, all other conditions of the Development Order shall remain in full force and effect and shall be binding upon the Developer's heirs, assigns, transferees, devisees and successors in interest, by whatever means, and shall run with, burden and be a servitude upon the Project.

**Status: Acknowledged.**

**ATTACHMENT B**  
**TRAFFIC ANALYSIS**





### **Gateway Commons DRI Trip Generation Counts and Analysis**

As per the "Proposed Transportation Methodology" outline by Kimley-Horn, copy attached, daily trip generation counts were made at the four entrances serving Gateway Commons. **Figure 1** depicts the existing Gateway Commons development and site entrances. The counts were made with the use of mechanical traffic counters which recorded entering and exiting traffic by 15-minute intervals. The counts were made on two weekdays, October 25 (Wednesday) and October 26 (Thursday) 2017. From these counts which are appended to this document, the daily and PM peak hour counts of entering and exiting traffic were determined as summarized in **Table 1**. The two weekday counts resulted the following average daily and PM peak hour trip generation for Gateway Commons:

- Daily Generation .....37,071 vph
- PM Peak Hour Generation .....2,664 vph

As per ITE, 34% of the generated trips are pass-by trips attracted from the existing traffic stream on Osceola parkway. This very same percentage is used by the City in its Mobility Fee Calculator in the assessment of impact fees. Kimley-Horn proposed the use of the ITE equation,  $\ln(T) = (-) 0.29 \ln(x) + 5$  in determining the pass by trip capture from the 2<sup>nd</sup> Edition of the ITE Trip Generation Handbook (June 2004). Due to the low coefficient of determination ( $R^2 = 0.37$ ), the 3<sup>rd</sup> Edition of the ITE Trip Generation Handbook no longer includes this equation.

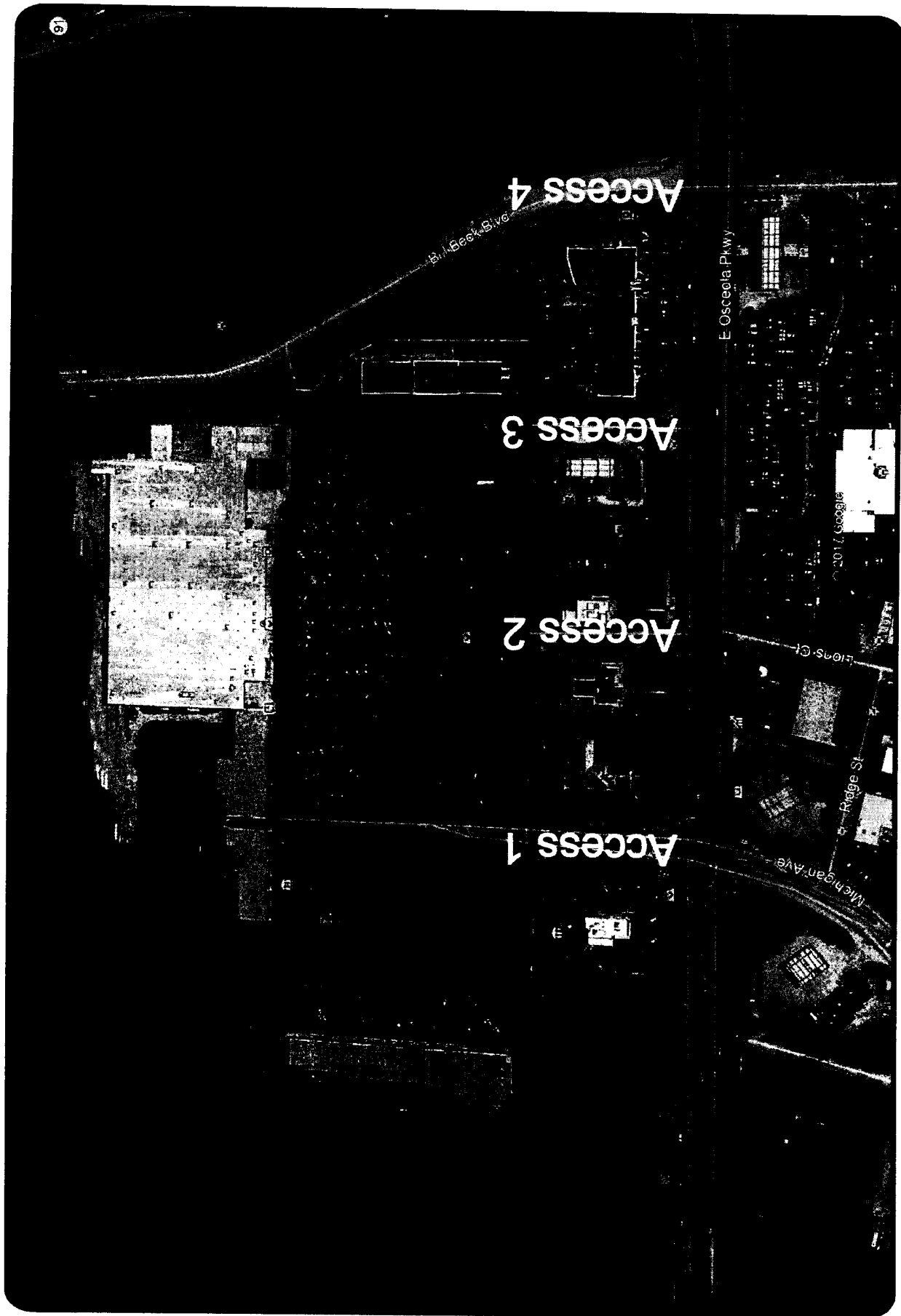
Applying a pass-by trip capture of 34% results in 24,467 new net daily trips generated by the existing Gateway Commons development. The Phase 1 of the Gateway Commons DRI has a new net trip threshold of 28,774 vehicles. This volume threshold is greater than the actual trips of 24,467 vehicles measured in the field at the site entrances. Since the actual trips are less than 28,774, all required mitigation has been completed for Phase 1 of the DRI.

**TPD# 4886  
November 13, 2017**

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**Traffic Planning and Design, Inc.**

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



Gateway Commons  
Project No 4886

Figure 1



# Existing Gateway Commons & Site Entrances

**Table 1**  
**Gateways Commons Traffic Counts Summary**

| Address Location |                |       | October 25, 2017 |       | October 26, 2017 |       | Two-Day Average |       |
|------------------|----------------|-------|------------------|-------|------------------|-------|-----------------|-------|
|                  |                |       | ADT              | P.M.  | ADT              | P.M.  | ADT             | P.M.  |
| 1                | McDonald's     | Enter | 10,006           | 696   | 9,959            | 762   | 9,983           | 729   |
|                  |                | Exit  | 11,777           | 879   | 11,854           | 863   | 11,816          | 871   |
| 2                | Chase Bank     | Enter | 1,890            | 150   | 1,881            | 181   | 1,886           | 166   |
|                  |                | Exit  | 1,702            | 128   | 1,945            | 155   | 1,824           | 142   |
| 3                | Panera         | Enter | 3,523            | 210   | 3,884            | 217   | 3,704           | 214   |
|                  |                | Exit  | 2,571            | 154   | 2,672            | 170   | 2,622           | 162   |
| 4                | Plaza Entrance | Enter | 2,729            | 207   | 2,910            | 223   | 2,824           | 215   |
|                  |                | Exit  | 2,432            | 175   | 2,391            | 154   | 2,412           | 165   |
|                  | Driveways      | Enter | 18,157           | 1,263 | 18,634           | 1,383 | 18,397          | 1,324 |
|                  |                | Exit  | 18,482           | 1,336 | 18,862           | 1,342 | 18,674          | 1,340 |
|                  | Total          | ----- | 36,639           | 2,599 | 37,496           | 2,725 | 37,071          | 2,664 |

# Kimley»Horn

October 4, 2017

Mr. Bob Wright  
Project Coordinator  
Development Services Department  
City of Kissimmee  
101 Church Street  
Kissimmee, Florida 34741

**RE: Gateway DRI – Proposed Transportation Methodology**

Dear Mr. Wright:

This proposed methodology outline was developed in response to the 9/25/17 meeting on the DRI.

**DRI Status:**

- Based on the original DRI Regional Report prepared by the ECFRPC (1991), Phase 1 was to be complete by 1995 and Phase 2 by 2000.
- The 1<sup>st</sup> amendment changed the Phase 1 buildout date to 2000, the Phase 2 buildout date to 2005, and the development order expiration date to August 5, 2011.
- The 2<sup>nd</sup> amendment changed the Phase 1 mitigation requirements to only include Michigan Avenue, from Osceola Parkway to Carroll Street as a 4-lane roadway.
- The Joint Facilitation of Public Infrastructure for Michigan Avenue and Bill Beck Boulevard from 2001 was an agreement for the developer to construct improvements to Michigan Avenue (as a 5-lane roadway) in exchange for impact fee credits. The developer agreed to provide additional right-of-way for the Bill Beck Boulevard extension, and the City agreed to donate a short portion of Bill Beck Boulevard (from Woodcrest Boulevard to the southern property line of Gateway DRI). The County agreed to construct Bill Beck Boulevard from Woodcrest Boulevard to Osceola Parkway.

**Traffic Analysis and Process:**

- Count daily trips accessing the DRI, summarizing by daily and peak-hour. Provide raw count data in the appendix with information summarized for hourly and 15-minute intervals.
- Apply ITE pass-by percentage based on the equation:  $\ln(T) = -0.29 \ln(X) + 5$ . Assuming that 407,609 square feet of retail has been built, this results in a pass-by percentage of 26%.
- Calculate daily trip generation (not including pass-by trips).
- Compare to Phase 1 trip threshold of 28,774.
- If actual trips are less than 28,774, all required mitigation has been completed.
- If actual trips are more than 28,774, document the history of payments (by year) of impact fees and other payments, including the recipient of the payments. The City will review this information to determine if this provides sufficient mitigation or if additional steps need to be taken.

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kimley-horn.com

3600 Maguire Blvd. Suite 200, Orlando, FL 32803

407-898-1511



**Appendix**  
**Raw Traffic Count Data**

VERSATILE TRAFFIC DATA, INC

Volume Report with 24 Hour Totals

Page 1

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Data File : D1025005.PRN  
 Station : 000000000001  
 Identification : 000000000001  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 4 MCDONALDS ENTRANCE IN  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

\*\*\*\*\*

Oct 25 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 31 | 10 | 13 | 8  | 12 | 14 | 56 | 79 | 99  | 153 | 163 | 170 |
| 30       | 20 | 3  | 10 | 7  | 8  | 20 | 42 | 77 | 119 | 169 | 168 | 170 |
| 45       | 16 | 11 | 9  | 10 | 12 | 25 | 48 | 68 | 141 | 145 | 186 | 188 |
| 00       | 13 | 13 | 14 | 8  | 8  | 40 | 80 | 90 | 148 | 158 | 154 | 217 |

|          |    |    |    |    |    |    |     |     |     |     |     |     |
|----------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| Hr Total | 80 | 37 | 46 | 33 | 40 | 99 | 226 | 314 | 507 | 625 | 671 | 745 |
|----------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| 15       | 214 | 186 | 158 | 222 | 171 | 162 | 118 | 179 | 141 | 86  | 58 | 37 |
| 30       | 185 | 198 | 192 | 181 | 178 | 186 | 135 | 147 | 98  | 111 | 61 | 38 |
| 45       | 232 | 155 | 153 | 189 | 173 | 173 | 176 | 132 | 97  | 62  | 30 | 44 |
| 00       | 196 | 180 | 152 | 208 | 174 | 132 | 133 | 120 | 96  | 69  | 33 | 32 |

|          |     |     |     |     |     |     |     |     |     |     |     |     |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Hr Total | 827 | 719 | 655 | 800 | 696 | 653 | 562 | 578 | 432 | 328 | 182 | 151 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

24 Hour Total : 10006

AM peak hour begins : 11:30 AM peak volume : 804 Peak hour factor : 0.87

PM peak hour begins : 12:00 PM peak volume : 827 Peak hour factor : 0.89

\*\*\*\*\*

Oct 26 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 37 | 18 | 8  | 10 | 14 | 19 | 39 | 82 | 97  | 133 | 126 | 149 |
| 30       | 13 | 14 | 6  | 7  | 6  | 17 | 35 | 57 | 100 | 175 | 140 | 188 |
| 45       | 22 | 8  | 7  | 2  | 7  | 26 | 52 | 80 | 119 | 133 | 139 | 179 |
| 00       | 18 | 12 | 10 | 16 | 19 | 35 | 82 | 76 | 125 | 162 | 180 | 191 |

|          |    |    |    |    |    |    |     |     |     |     |     |     |
|----------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| Hr Total | 90 | 52 | 31 | 35 | 46 | 97 | 208 | 295 | 441 | 603 | 585 | 707 |
|----------|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| 15       | 202 | 193 | 178 | 169 | 229 | 186 | 150 | 135 | 134 | 72 | 60 | 39 |
| 30       | 175 | 232 | 201 | 164 | 186 | 164 | 155 | 152 | 102 | 81 | 34 | 44 |
| 45       | 189 | 198 | 149 | 172 | 175 | 171 | 174 | 132 | 127 | 91 | 60 | 39 |
| 00       | 221 | 185 | 195 | 122 | 172 | 187 | 183 | 128 | 92  | 89 | 39 | 42 |

|          |     |     |     |     |     |     |     |     |     |     |     |     |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Hr Total | 787 | 808 | 723 | 627 | 762 | 708 | 662 | 547 | 455 | 333 | 193 | 164 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

24 Hour Total : 9959

AM peak hour begins : 11:15 AM peak volume : 760 Peak hour factor : 0.94

PM peak hour begins : 12:45 PM peak volume : 844 Peak hour factor : 0.91

\*\*\*\*\*

VERSATILE TRAFFIC DATA, INC

Volume Report with 24 Hour Totals

Page 1

\*\*\*\*\*

Data File : D1025006.PRN  
 Station : 000000000005  
 Identification : 000000000005  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 4 MCDONALDS ENTRANCE OUT  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

\*\*\*\*\*

Oct 25

Southbound Volume

| End Time | 00  | 01  | 02  | 03  | 04  | 05  | 06  | 07  | 08  | 09  | 10  | 11  |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 15       | 60  | 24  | 22  | 18  | 10  | 6   | 30  | 93  | 65  | 118 | 141 | 177 |
| 30       | 31  | 13  | 18  | 14  | 10  | 18  | 31  | 112 | 107 | 141 | 155 | 220 |
| 45       | 38  | 9   | 8   | 12  | 11  | 20  | 41  | 84  | 127 | 157 | 221 | 189 |
| 00       | 23  | 9   | 12  | 8   | 14  | 25  | 48  | 83  | 124 | 132 | 209 | 237 |
| Hr Total | 152 | 55  | 60  | 52  | 45  | 69  | 150 | 372 | 423 | 548 | 726 | 823 |
| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  |
| 15       | 196 | 225 | 207 | 194 | 232 | 199 | 194 | 191 | 161 | 134 | 81  | 81  |
| 30       | 248 | 226 | 230 | 201 | 220 | 213 | 186 | 194 | 168 | 108 | 95  | 45  |
| 45       | 238 | 234 | 187 | 236 | 205 | 200 | 189 | 203 | 159 | 130 | 74  | 49  |
| 00       | 224 | 239 | 201 | 210 | 222 | 178 | 186 | 185 | 127 | 108 | 52  | 37  |
| Hr Total | 906 | 924 | 825 | 841 | 879 | 790 | 755 | 773 | 615 | 480 | 302 | 212 |

24 Hour Total : 11777

AM peak hour begins : 11:30 AM peak volume : 870 Peak hour factor : 0.88

PM peak hour begins : 12:15 PM peak volume : 935 Peak hour factor : 0.94

\*\*\*\*\*

Oct 26

Southbound Volume

| End Time | 00  | 01  | 02  | 03  | 04  | 05  | 06  | 07  | 08  | 09  | 10  | 11  |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 15       | 25  | 26  | 17  | 12  | 10  | 21  | 19  | 81  | 74  | 145 | 145 | 188 |
| 30       | 33  | 24  | 11  | 9   | 10  | 11  | 39  | 114 | 109 | 130 | 169 | 184 |
| 45       | 26  | 10  | 7   | 6   | 4   | 14  | 52  | 76  | 110 | 118 | 169 | 190 |
| 00       | 23  | 14  | 5   | 11  | 13  | 22  | 49  | 83  | 117 | 134 | 166 | 194 |
| Hr Total | 107 | 74  | 40  | 38  | 37  | 68  | 159 | 354 | 410 | 527 | 649 | 756 |
| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  |
| 15       | 205 | 224 | 216 | 214 | 184 | 201 | 208 | 175 | 189 | 132 | 157 | 84  |
| 30       | 251 | 217 | 257 | 213 | 239 | 206 | 192 | 190 | 145 | 114 | 268 | 78  |
| 45       | 189 | 225 | 230 | 221 | 222 | 198 | 214 | 191 | 169 | 116 | 99  | 47  |
| 00       | 197 | 224 | 221 | 195 | 218 | 191 | 184 | 154 | 152 | 102 | 81  | 36  |
| Hr Total | 842 | 890 | 924 | 843 | 863 | 796 | 798 | 710 | 655 | 464 | 605 | 245 |

24 Hour Total : 11854

AM peak hour begins : 11:30 AM peak volume : 840 Peak hour factor : 0.84

PM peak hour begins : 13:45 PM peak volume : 927 Peak hour factor : 0.90

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## VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025004.PRN  
 Station : 000000000001  
 Identification : 000000000001  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 3 CHACE BANK ENTRANCE IN  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

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Oct 25

## Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 11 | 0  | 6  | 4  | 6  | 3  | 7  | 19 | 16 | 29 | 27 | 27 |
| 30       | 5  | 0  | 0  | 4  | 2  | 4  | 12 | 12 | 27 | 36 | 54 | 28 |
| 45       | 6  | 0  | 2  | 2  | 4  | 8  | 3  | 11 | 21 | 39 | 29 | 41 |
| 00       | 5  | 0  | 3  | 2  | 10 | 3  | 17 | 13 | 33 | 47 | 24 | 53 |

| Hr Total | 27 | 0 | 11 | 12 | 22 | 18 | 39 | 55 | 97 | 151 | 134 | 149 |
|----------|----|---|----|----|----|----|----|----|----|-----|-----|-----|
|----------|----|---|----|----|----|----|----|----|----|-----|-----|-----|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 39 | 26 | 32 | 30 | 36 | 30 | 37 | 34 | 24 | 24 | 10 | 4  |
| 30       | 35 | 30 | 30 | 47 | 48 | 36 | 37 | 19 | 29 | 10 | 12 | 3  |
| 45       | 18 | 31 | 25 | 47 | 32 | 29 | 36 | 29 | 23 | 11 | 6  | 3  |
| 00       | 25 | 31 | 22 | 26 | 34 | 34 | 10 | 20 | 12 | 5  | 0  | 4  |

| Hr Total | 117 | 118 | 109 | 150 | 150 | 129 | 120 | 102 | 88 | 50 | 28 | 14 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|----|
|----------|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|----|

24 Hour Total : 1890

AM peak hour begins : 11:30 AM peak volume : 168 Peak hour factor : 0.79

PM peak hour begins : 15:30 PM peak volume : 157 Peak hour factor : 0.82

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Oct 26

## Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 4  | 0  | 3  | 4  | 0  | 2  | 5  | 14 | 23 | 31 | 30 | 31 |
| 30       | 0  | 0  | 2  | 0  | 0  | 4  | 13 | 15 | 23 | 34 | 28 | 29 |
| 45       | 4  | 4  | 2  | 3  | 0  | 5  | 12 | 29 | 26 | 45 | 46 | 35 |
| 00       | 12 | 0  | 0  | 3  | 2  | 4  | 11 | 17 | 42 | 27 | 55 | 29 |

| Hr Total | 20 | 4 | 7 | 10 | 2 | 15 | 41 | 75 | 114 | 137 | 159 | 124 |
|----------|----|---|---|----|---|----|----|----|-----|-----|-----|-----|
|----------|----|---|---|----|---|----|----|----|-----|-----|-----|-----|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 27 | 35 | 25 | 24 | 41 | 26 | 35 | 29 | 23 | 10 | 5  | 4  |
| 30       | 25 | 27 | 15 | 34 | 61 | 38 | 33 | 39 | 17 | 12 | 4  | 9  |
| 45       | 27 | 29 | 29 | 19 | 38 | 17 | 29 | 15 | 30 | 21 | 11 | 5  |
| 00       | 28 | 30 | 26 | 32 | 41 | 33 | 21 | 32 | 16 | 24 | 18 | 4  |

| Hr Total | 107 | 121 | 95 | 109 | 181 | 114 | 118 | 115 | 86 | 67 | 38 | 22 |
|----------|-----|-----|----|-----|-----|-----|-----|-----|----|----|----|----|
|----------|-----|-----|----|-----|-----|-----|-----|-----|----|----|----|----|

24 Hour Total : 1881

AM peak hour begins : 10:30 AM peak volume : 161 Peak hour factor : 0.73

PM peak hour begins : 16:00 PM peak volume : 181 Peak hour factor : 0.74

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VERSATILE TRAFFIC DATA, INC

Volume Report with 24 Hour Totals

Page 1

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Data File : D1025001.PRN  
 Station : 000000000005  
 Identification : 000000000005  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 3 CHACE BANK ENTRANCE OUT  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

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Oct 25

Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|----|----|-----|-----|
| 15       | 0  | 3  | 0  | 0  | 3  | 0  | 6  | 8  | 14 | 4  | 37  | 34  |
| 30       | 0  | 3  | 0  | 5  | 0  | 0  | 8  | 3  | 20 | 33 | 39  | 34  |
| 45       | 4  | 0  | 0  | 3  | 0  | 9  | 9  | 13 | 11 | 20 | 28  | 44  |
| 00       | 6  | 3  | 0  | 0  | 6  | 3  | 8  | 11 | 15 | 34 | 17  | 51  |
| Hr Total | 10 | 9  | 0  | 8  | 9  | 12 | 31 | 35 | 60 | 91 | 121 | 163 |

| End Time | 12  | 13  | 14 | 15  | 16  | 17  | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|-----|-----|----|-----|-----|-----|----|----|----|----|----|----|
| 15       | 23  | 67  | 27 | 23  | 28  | 21  | 15 | 15 | 22 | 11 | 10 | 12 |
| 30       | 34  | 27  | 32 | 32  | 43  | 55  | 14 | 13 | 19 | 13 | 6  | 0  |
| 45       | 35  | 50  | 20 | 43  | 27  | 18  | 32 | 36 | 10 | 12 | 5  | 5  |
| 00       | 117 | 29  | 16 | 17  | 27  | 34  | 16 | 9  | 21 | 0  | 2  | 10 |
| Hr Total | 209 | 173 | 95 | 115 | 125 | 128 | 77 | 73 | 72 | 36 | 23 | 27 |

24 Hour Total : 1702

AM peak hour begins : 11:00

AM peak volume : 163

Peak hour factor : 0.80

PM peak hour begins : 12:45

PM peak volume : 261

Peak hour factor : 0.56

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Oct 26

Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09  | 10 | 11  |
|----------|----|----|----|----|----|----|----|----|----|-----|----|-----|
| 15       | 3  | 6  | 3  | 0  | 0  | 2  | 3  | 3  | 1  | 25  | 23 | 22  |
| 30       | 4  | 2  | 3  | 2  | 0  | 4  | 9  | 1  | 9  | 32  | 11 | 44  |
| 45       | 6  | 0  | 0  | 0  | 3  | 0  | 6  | 21 | 14 | 32  | 16 | 27  |
| 00       | 3  | 6  | 0  | 1  | 0  | 0  | 0  | 3  | 26 | 20  | 32 | 45  |
| Hr Total | 16 | 14 | 6  | 3  | 3  | 6  | 18 | 28 | 50 | 109 | 82 | 138 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19 | 20 | 21 | 22  | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|----|----|----|-----|----|
| 15       | 33  | 29  | 54  | 33  | 25  | 31  | 46  | 19 | 26 | 19 | 20  | 7  |
| 30       | 47  | 38  | 28  | 43  | 41  | 24  | 12  | 17 | 15 | 17 | 163 | 6  |
| 45       | 32  | 68  | 39  | 39  | 54  | 26  | 27  | 19 | 25 | 15 | 30  | 5  |
| 00       | 35  | 34  | 25  | 35  | 35  | 33  | 35  | 26 | 8  | 13 | 5   | 16 |
| Hr Total | 147 | 169 | 146 | 150 | 155 | 114 | 120 | 81 | 74 | 64 | 218 | 34 |

24 Hour Total : 1945

AM peak hour begins : 11:30

AM peak volume : 152

Peak hour factor : 0.81

PM peak hour begins : 21:45

PM peak volume : 226

Peak hour factor : 0.35

## VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025002.PRN  
 Station : 000000000001  
 Identification : 000000000001  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 2 PANERA ENTRANCE IN  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

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## Oct 25 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 10 | 1  | 3  | 0  | 2  | 4  | 18 | 50 | 55 | 48 | 80 | 77 |
| 30       | 6  | 3  | 0  | 9  | 3  | 6  | 21 | 38 | 56 | 80 | 44 | 82 |
| 45       | 4  | 7  | 2  | 2  | 7  | 7  | 18 | 53 | 33 | 47 | 68 | 69 |
| 00       | 4  | 1  | 4  | 0  | 2  | 7  | 33 | 40 | 52 | 86 | 60 | 63 |

|          |    |    |   |    |    |    |    |     |     |     |     |     |
|----------|----|----|---|----|----|----|----|-----|-----|-----|-----|-----|
| Hr Total | 24 | 12 | 9 | 11 | 14 | 24 | 90 | 181 | 196 | 261 | 252 | 291 |
|----------|----|----|---|----|----|----|----|-----|-----|-----|-----|-----|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 72 | 44 | 64 | 55 | 57 | 70 | 49 | 64 | 25 | 21 | 17 | 9  |
| 30       | 78 | 46 | 47 | 80 | 46 | 55 | 65 | 47 | 39 | 29 | 7  | 7  |
| 45       | 67 | 60 | 53 | 77 | 63 | 34 | 56 | 62 | 46 | 29 | 23 | 9  |
| 00       | 51 | 90 | 49 | 39 | 44 | 47 | 47 | 54 | 31 | 12 | 11 | 11 |

|          |     |     |     |     |     |     |     |     |     |    |    |    |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| Hr Total | 268 | 240 | 213 | 251 | 210 | 206 | 217 | 227 | 141 | 91 | 58 | 36 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|

24 Hour Total : 3523

AM peak hour begins : 09:15 AM peak volume : 293 Peak hour factor : 0.85

PM peak hour begins : 12:00 PM peak volume : 268 Peak hour factor : 0.86

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## Oct 26 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 0  | 4  | 3  | 0  | 0  | 6  | 12 | 49 | 45 | 48 | 57 | 43 |
| 30       | 7  | 1  | 2  | 3  | 5  | 4  | 42 | 25 | 54 | 62 | 55 | 71 |
| 45       | 1  | 4  | 2  | 0  | 2  | 5  | 30 | 28 | 54 | 45 | 60 | 82 |
| 00       | 4  | 2  | 2  | 5  | 3  | 10 | 43 | 64 | 68 | 68 | 52 | 60 |

|          |    |    |   |   |    |    |     |     |     |     |     |     |
|----------|----|----|---|---|----|----|-----|-----|-----|-----|-----|-----|
| Hr Total | 12 | 11 | 9 | 8 | 10 | 25 | 127 | 166 | 221 | 223 | 224 | 256 |
|----------|----|----|---|---|----|----|-----|-----|-----|-----|-----|-----|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22  | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|-----|----|
| 15       | 64 | 42 | 64 | 52 | 27 | 61 | 52 | 78 | 46 | 31 | 121 | 9  |
| 30       | 64 | 66 | 58 | 48 | 43 | 44 | 41 | 55 | 37 | 27 | 323 | 13 |
| 45       | 93 | 62 | 59 | 49 | 61 | 52 | 64 | 59 | 25 | 36 | 27  | 6  |
| 00       | 90 | 72 | 49 | 64 | 43 | 60 | 53 | 45 | 22 | 17 | 12  | 6  |

|          |     |     |     |     |     |     |     |     |     |     |     |    |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|
| Hr Total | 311 | 242 | 230 | 213 | 174 | 217 | 210 | 237 | 130 | 111 | 483 | 34 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|

24 Hour Total : 3884

AM peak hour begins : 11:15 AM peak volume : 277 Peak hour factor : 0.84

PM peak hour begins : 21:30 PM peak volume : 497 Peak hour factor : 0.38

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## VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

\*\*\*\*\*

Data File : D1025003.PRN

Station : 000000000005

Identification : 000000000005

Start date : Oct 25, 17

Stop date : Oct 27, 17

City/Town :

Location : 2 PANERA ENTRANCE OUT

Interval : 15 minutes

Start time : 10:15

Stop time : 10:15

County :

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Oct 25/Oct 26

## Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 5  | 0  | 5  | 0  | 0  | 3  | 11 | 19 | 45  | 30  | 45  | 32  |
| 30       | 0  | 3  | 2  | 4  | 0  | 2  | 10 | 18 | 30  | 36  | 48  | 49  |
| 45       | 0  | 0  | 0  | 0  | 0  | 4  | 15 | 26 | 24  | 35  | 52  | 51  |
| 00       | 0  | 3  | 4  | 2  | 0  | 1  | 15 | 31 | 30  | 34  | 38  | 49  |
| Hr Total | 5  | 6  | 11 | 6  | 0  | 10 | 51 | 94 | 129 | 135 | 183 | 181 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| 15       | 66  | 57  | 50  | 23  | 46  | 36  | 30  | 28  | 37  | 26 | 19 | 16 |
| 30       | 36  | 67  | 75  | 45  | 43  | 45  | 49  | 34  | 36  | 14 | 3  | 5  |
| 45       | 56  | 78  | 42  | 42  | 28  | 35  | 43  | 39  | 29  | 14 | 22 | 10 |
| 00       | 91  | 54  | 52  | 49  | 37  | 33  | 32  | 38  | 30  | 11 | 8  | 1  |
| Hr Total | 249 | 256 | 219 | 159 | 154 | 149 | 154 | 139 | 132 | 65 | 52 | 32 |

24 Hour Total : 2571

AM peak hour begins : 11:15

AM peak volume : 215

Peak hour factor : 0.81

PM peak hour begins : 12:45

PM peak volume : 293

Peak hour factor : 0.80

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Oct 26/Oct 27

## Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07  | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 15       | 0  | 0  | 0  | 0  | 0  | 0  | 15 | 28  | 33  | 37  | 38  | 24  |
| 30       | 0  | 6  | 0  | 3  | 2  | 3  | 16 | 16  | 22  | 36  | 55  | 42  |
| 45       | 3  | 0  | 2  | 0  | 0  | 3  | 20 | 17  | 25  | 32  | 37  | 57  |
| 00       | 0  | 3  | 0  | 4  | 2  | 0  | 19 | 42  | 33  | 44  | 42  | 72  |
| Hr Total | 3  | 9  | 2  | 7  | 4  | 6  | 70 | 103 | 113 | 149 | 172 | 195 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| 15       | 66  | 53  | 42  | 28  | 51  | 45  | 71  | 39  | 49  | 30 | 19 | 7  |
| 30       | 53  | 66  | 66  | 40  | 30  | 46  | 36  | 35  | 24  | 14 | 2  | 15 |
| 45       | 50  | 65  | 41  | 41  | 67  | 34  | 45  | 23  | 28  | 29 | 5  | 7  |
| 00       | 73  | 53  | 49  | 79  | 22  | 39  | 46  | 35  | 34  | 26 | 17 | 4  |
| Hr Total | 242 | 237 | 198 | 188 | 170 | 164 | 198 | 132 | 135 | 99 | 43 | 33 |

24 Hour Total : 2672

AM peak hour begins : 11:30

AM peak volume : 248

Peak hour factor : 0.86

PM peak hour begins : 12:45

PM peak volume : 257

Peak hour factor : 0.88

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# VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025007.PRN  
 Station : 000000000001  
 Identification : 000000000001  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 1 PLAZA ENTRANCE IN  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

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Oct 25

### Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 5  | 4  | 6  | 3  | 4  | 4  | 12 | 24 | 30 | 39 | 45 | 43 |
| 30       | 9  | 4  | 4  | 1  | 9  | 2  | 7  | 17 | 28 | 34 | 36 | 38 |
| 45       | 3  | 3  | 1  | 2  | 4  | 8  | 14 | 20 | 19 | 30 | 35 | 48 |
| 00       | 4  | 6  | 6  | 5  | 3  | 9  | 11 | 36 | 36 | 53 | 44 | 60 |

|          |    |    |    |    |    |    |    |    |     |     |     |     |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| Hr Total | 21 | 17 | 17 | 11 | 20 | 23 | 44 | 97 | 113 | 156 | 160 | 189 |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 62 | 54 | 52 | 42 | 53 | 41 | 47 | 52 | 29 | 21 | 15 | 13 |
| 30       | 60 | 40 | 49 | 48 | 56 | 43 | 53 | 46 | 39 | 26 | 13 | 9  |
| 45       | 43 | 34 | 39 | 43 | 47 | 38 | 46 | 58 | 27 | 32 | 16 | 8  |
| 00       | 54 | 50 | 38 | 52 | 51 | 55 | 55 | 37 | 27 | 35 | 16 | 6  |

|          |     |     |     |     |     |     |     |     |     |     |    |    |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| Hr Total | 219 | 178 | 178 | 185 | 207 | 177 | 201 | 193 | 122 | 114 | 60 | 36 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|

24 Hour Total : 2738

AM peak hour begins : 11:30 AM peak volume : 230 Peak hour factor : 0.93

PM peak hour begins : 12:00 PM peak volume : 219 Peak hour factor : 0.88

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Oct 26

### Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 7  | 8  | 1  | 6  | 3  | 2  | 7  | 22 | 18 | 39 | 54 | 36 |
| 30       | 9  | 8  | 5  | 3  | 0  | 7  | 16 | 12 | 21 | 44 | 57 | 54 |
| 45       | 5  | 3  | 2  | 2  | 3  | 11 | 10 | 22 | 56 | 33 | 58 | 47 |
| 00       | 4  | 0  | 3  | 10 | 3  | 12 | 19 | 22 | 37 | 50 | 50 | 52 |

|          |    |    |    |    |   |    |    |    |     |     |     |     |
|----------|----|----|----|----|---|----|----|----|-----|-----|-----|-----|
| Hr Total | 25 | 19 | 11 | 21 | 9 | 32 | 52 | 78 | 132 | 166 | 219 | 189 |
|----------|----|----|----|----|---|----|----|----|-----|-----|-----|-----|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 37 | 54 | 40 | 46 | 51 | 42 | 42 | 40 | 32 | 31 | 32 | 12 |
| 30       | 50 | 50 | 43 | 43 | 54 | 42 | 53 | 36 | 37 | 26 | 68 | 14 |
| 45       | 47 | 50 | 53 | 51 | 49 | 38 | 48 | 39 | 30 | 18 | 36 | 15 |
| 00       | 52 | 58 | 61 | 48 | 69 | 53 | 49 | 34 | 36 | 22 | 10 | 16 |

|          |     |     |     |     |     |     |     |     |     |    |     |    |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|-----|----|
| Hr Total | 186 | 212 | 197 | 188 | 223 | 175 | 192 | 149 | 135 | 97 | 146 | 57 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|-----|----|

24 Hour Total : 2910

AM peak hour begins : 09:45 AM peak volume : 219 Peak hour factor : 0.94

PM peak hour begins : 16:00 PM peak volume : 223 Peak hour factor : 0.81

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## VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

Data File : D1025008.PRN

Station : 000000000005

Identification : 000000000005

Start date : Oct 25, 17

Stop date : Oct 26, 17

City/Town :

Location : 1 PLAZA ENTRANCE OUT

Interval : 15 minutes

Start time : 00:00

Stop time : 24:00

County :

Oct 25

## Southbound Volume

| End Time | 00  | 01  | 02  | 03  | 04  | 05  | 06  | 07  | 08  | 09  | 10  | 11  |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 15       | 17  | 8   | 4   | 0   | 1   | 6   | 11  | 11  | 14  | 14  | 27  | 35  |
| 30       | 12  | 3   | 9   | 3   | 1   | 6   | 14  | 12  | 17  | 25  | 25  | 36  |
| 45       | 11  | 8   | 2   | 3   | 4   | 8   | 4   | 13  | 15  | 20  | 23  | 31  |
| 00       | 15  | 10  | 4   | 4   | 5   | 4   | 7   | 13  | 11  | 19  | 29  | 40  |
| Hr Total | 55  | 29  | 19  | 10  | 11  | 24  | 36  | 49  | 57  | 78  | 104 | 142 |
| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  |
| 15       | 49  | 45  | 48  | 40  | 49  | 39  | 54  | 41  | 46  | 35  | 25  | 28  |
| 30       | 42  | 47  | 40  | 39  | 46  | 37  | 33  | 43  | 37  | 37  | 41  | 18  |
| 45       | 39  | 32  | 29  | 34  | 41  | 38  | 29  | 37  | 48  | 40  | 31  | 11  |
| 00       | 54  | 38  | 47  | 38  | 39  | 37  | 37  | 44  | 45  | 38  | 20  | 13  |
| Hr Total | 184 | 162 | 164 | 151 | 175 | 151 | 153 | 165 | 176 | 150 | 117 | 70  |

24 Hour Total : 2432

AM peak hour begins : 11:30

AM peak volume : 162 Peak hour factor : 0.83

PM peak hour begins : 12:30

PM peak volume : 185 Peak hour factor : 0.86

Oct 26

## Southbound Volume

| End Time | 00  | 01  | 02  | 03  | 04  | 05  | 06  | 07  | 08  | 09  | 10  | 11  |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 15       | 8   | 6   | 7   | 0   | 2   | 1   | 11  | 26  | 6   | 32  | 31  | 38  |
| 30       | 17  | 8   | 6   | 2   | 2   | 1   | 4   | 10  | 12  | 17  | 34  | 41  |
| 45       | 13  | 6   | 2   | 6   | 2   | 4   | 11  | 5   | 9   | 17  | 18  | 33  |
| 00       | 8   | 4   | 2   | 6   | 3   | 12  | 9   | 8   | 15  | 20  | 35  | 46  |
| Hr Total | 46  | 24  | 17  | 14  | 9   | 18  | 35  | 49  | 42  | 86  | 118 | 158 |
| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  |
| 15       | 29  | 43  | 42  | 38  | 45  | 40  | 42  | 37  | 36  | 28  | 38  | 26  |
| 30       | 46  | 49  | 53  | 36  | 37  | 38  | 44  | 56  | 51  | 33  | 32  | 18  |
| 45       | 36  | 45  | 44  | 41  | 35  | 39  | 36  | 32  | 60  | 19  | 31  | 10  |
| 00       | 40  | 47  | 38  | 34  | 23  | 37  | 39  | 39  | 39  | 30  | 26  | 18  |
| Hr Total | 151 | 184 | 177 | 149 | 140 | 154 | 161 | 164 | 186 | 110 | 127 | 72  |

24 Hour Total : 2391

AM peak hour begins : 11:00

AM peak volume : 158 Peak hour factor : 0.86

PM peak hour begins : 13:30

PM peak volume : 187 Peak hour factor : 0.88

## **ATTACHMENT C**

### **PROPOSED FORM ORDER APPROVING RESCISSION OF GATEWAY COMMONS DRI DEVELOPMENT ORDER**

THIS ORDER APPROVING RESCISSION OF GATEWAY COMMONS DRI DEVELOPMENT ORDER is issued by the City of Kissimmee, a political subdivision of the State of Florida, whose address is 101 N. Church Street, Kissimmee, FL 34741-5054.

### **FACTUAL BACKGROUND**

Dart Road Limited Partnership, a Florida limited partnership, was the original developer of that certain real property in the City of Kissimmee, Florida (the "City"), commonly known as the Gateway Commons Development of Regional Impact (the "Gateway Commons DRI" or "DRI"), which is more particularly described in the Gateway Commons DRI Development Order (as hereinafter defined). A legal description of the DRI is included as **EXHIBIT A**.

The Gateway Commons DRI is approved for 700 hotel rooms, 695,000 square feet of commercial development and 265,000 square feet of business park on 195.7 acres. The attached **EXHIBIT B** provides a list of all development to date within the DRI.

Wendell E. Spears Revocable Trust, ("Trust"), is the landowner of the undeveloped parcels within the DRI, which are approved for 700 hotel rooms and 200,000 square feet of commercial development and 250,000 square feet of business park. The undeveloped parcels are identified on **EXHIBIT C**.

The City issued the Original Development Order for the Gateway Commons DRI on August 6, 1991, which is recorded at Official Records Book 1026, Page 2967, in the Public Records of Osceola County, Florida. The City amended the Gateway Commons Development Order on July 30, 1996, which is recorded at Official Records Book 1349, Page 1479, and, again, on September 30, 1999, which is recorded at Official Records Book 1690, Page 1594. The Original Development Order and the two amendments combined are the Gateway Commons DRI Development Order (the "DRI Development Order").

The City of Kissimmee meets the criteria of a “dense urban land area” pursuant to s.380.06(29) and is identified on the State of Florida list of qualifying communities as published by the Department of Economic Opportunity.

As a dense urban land area the City of Kissimmee is exempt from Chapter 380.06 (the DRI law) and is authorized to rescind any existing DRI approvals. Pursuant to Section 380.115(b), Florida Statutes, "If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies."

A Request for Rescission of the Gateway Commons DRI Development Order (the "Request") dated February 8, 2018, was submitted to the City on behalf of Trust, which provided documentation that all required mitigation has been completed for 450,659 square feet of commercial development, all of which comprise the developed, and approved for development, portion of the DRI. A copy of the Request is attached hereto as **EXHIBIT D**.

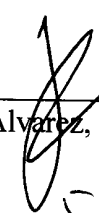
Based on the information contained in the Request, the City has verified the completion of required mitigation for the amount of development existing in the Gateway Commons DRI.

Based on the information presented herein, the City hereby rescinds the Gateway Commons DRI Development Order as identified on Exhibit A. The property is no longer considered a DRI pursuant to Chapter 380.06 and the City acknowledges that the terms "Gateway Commons Development of Regional Impact" or "Gateway Commons DRI" as used in any applicable approval, agreement, development order, document or permit shall mean and refer to the Gateway Commons PUD.

As specified in the DRI Development Order and save and except for wetlands which have received permits for removal and for which mitigation has been provided , the Gateway Commons on-site wetlands systems, other conservation tracts, and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have their

developmental uses restricted by easement as provided in Section 704.06, Florida Statutes. That condition does not preclude the applicant from including these land in fulfilling open space requirements of the City of Kissimmee. This rescission order retains this provision for all of the DRI property as identified in Exhibit A, including the Trust parcels.

**CITY OF KISSIMMEE, FLORIDA**

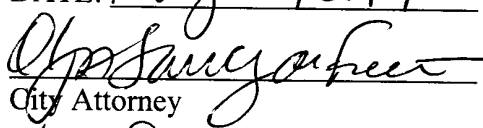
By:   
Jose Alvarez, Mayor

DATE: 5.7.2019

  
ATTEST:

  
City Clerk

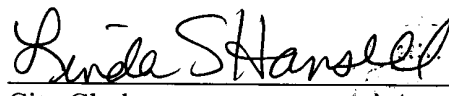
FOR THE USE AND RELIANCE OF THE CITY OF KISSIMMEE  
ONLY. APPROVED AS TO FORM AND LEGAL SUFFICIENCY

DATE: May 7, 2019  
  
City Attorney

Olga Sanchez de Fuentes  
Print Name

**CERTIFICATE OF SERVICE**

A certified copy of this Order Approving Rescission of the Gateway Commons DRI Development Order has been sent by U.S. Mail to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, MSC 160, Tallahassee, FL 32399 and to the East Central Florida Regional Planning Council at 455 North Garland Avenue, Fourth Floor, Orlando, FL 32801 this 26<sup>th</sup> day of July, 2018.  
2019

  
City Clerk

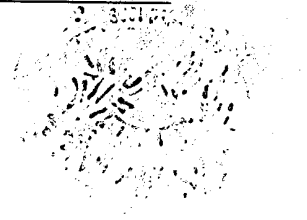


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July, ~~2018~~.  
2019

Linda Hansell  
City Clerk



**EXHIBIT A**

**DRI LEGAL DESCRIPTION**

N 1/2 OF SEC LYING EASTERLY OF RR AND WESTERLY OF FLA TURNPIKE AND NW 1/4 OF SE 1/4 LYING WESTERLY OF FLA TURNPIKE

LESS RD R/W ORD# 1759, AND

LESS BEGINNING AT THE SOUTH LINE OF N 1/2 OF SEC W/ EASTERLY R/W OF RR, EASTERLY 995 FT, NORTHERLY 827 FT, WESTERLY TO EASTERLY R/W OF RR, SOUTHWESTERLY ALONG R/W TO POB, AND

LESS BEGINNING AT THE SW CORNER OF NW 1/4 OF SEC, SOUTH 89 DEGREES, EAST 2196.08 FT, NORTH 15 FT TO POB; N 304.07 FT, S 89 DEGREES EAST 83.29 FT TO POINT OF COMMENCEMENT, COMMENCE NORTHERLY, RAD 300 FT, CENT ANG 26 DEGREES, ALONG CURVE 137.58 FT, N 64 DEGREES E 63.20 FT TO POINT OF COMMENCEMENT, COMMENCE WESTERLY, RAD 750 FT, CENT ANG 27 DEGREES, ALONG CURVE 371.60 FT, S 23.10 FT, N 89 DEGREES W 47.46 FT, S 33 FT, N 89 DEGREES W 301.42 FT TO POB AND LESS THE FOLLOWING LYING WITHIN ABOVE DESCRIBED LEGAL:

COM AT W 1/4 CORNER 2-25-29, E 1032.60 FT, N 15 FT TO NORTHERLY R/W OF OSCEOLA PKWY & POB; N 125.88 FT, N 20 DEGREES E 117.05 FT, N 114.01 FT, E 225.83 FT, N 554.85 FT, E 91.04 FT, N 121.38 FT, W 60 FT, N 207.31 FT, W 275.54 FT, N 68.55 FT, W 237.26 FT TO POINT OF COMMENCEMENT, COMMENCE SOUTHEASTERLY, RAD 242.50 FT, (RADIUS BEARS S 0 DEGREES W), CENT ANG 49 DEGREES, SOUTHWESTERLY ALONG CURVE 209.23 FT, N 77 DEGREES W 47.88 FT TO PT ON ELY R/W CSX RAILROAD, N 12 DEGREES E 155.33 FT, N 55 DEGREES E 327.47 FT, N 71 DEGREES E 1092.94 FT, N 34 DEGREES E 151.69 FT, S 55 DEGREES E 93.97 FT, S 01 DEGREES W 389.91 FT, S 88 DEGREES E 123.99 FT TO PT OF CUSP, NON-TAN CURVE, COMMENCE SOUTHEASTERLY, RAD 87 FT, (RAD BEARS S 01 DEGREES W), CENT ANG 91 DEGREES, SOUTHWESTERLY ALONG CURVE 139.04 FT, S 379.52 FT TO POINT OF COMMENCEMENT, COMMENCE NORTHEASTERLY, RAD 450 FT, (RAD BEARS S 89 DEGREES E) CENT ANG 28 DEGREES, SOUTHEASTERLY ALONG CURVE 226.86 FT, S 28 DEGREES E 83.91 FT TO POINT OF COMMENCEMENT, NON-TANG CURVE, COMMENCE SOUTHEASTERLY, RAD 441.41 FT, (RAD BEARS S 00 DEGREES E), CENT ANG 12 DEGREES, SOUTHWESTERLY ALONG CURVE 92.99 FT, S 484.10 FT, E 168.06 FT TO POINT OF COMMENCEMENT, COMMENCE NORTHWESTERLY, RAD 254 FT, (RAD BEARS N 00 DEGREES E), CENT ANG 26 DEGREES, NORTHEASTERLY ALONG CURVE 116.49 FT, N 64 DEGREES E 61.84 FT, S 28 DEGREES E 9.16 FT TO POINT OF COMMENCEMENT, COMMENCE SOUTHWESTERLY, RAD 750 FT, (RAD BEARS S 61 DEGREES W), CENT ANG 02 DEGREES, SOUTHEASTERLY ALONG CURVE 36.87 FT, S 64 DEGREES W 63.20 FT TO POINT OF COMMENCEMENT, COMMENCE NORTHWESTERLY, RAD 300 FT, (RAD BEARS N 25 DEGREES W), CENT ANG 26 DEGREES, SOUTHWESTERLY ALONG CURVE 137.58 FT, W 226.55 FT, S 304.07 FT TO PT ON R/W OSCEOLA PKWY, W ALONG R/W 188.03 FT, N 304.07 FT, W 659.82 FT, TO POINT OF COMMENCEMENT, COMMENCE SOUTHEASTERLY, RAD 39.50 FT, (RAD BEARS S 00 DEGREES W), CENT ANG 90 DEGREES, SLY ALONG CURVE 62.05 FT, S 264.57 FT TO NORTHERLY R/W OSCEOLA PKWY, W 132.85 FT TO POB AND LESS GATEWAY COMMONS NORTH PB 13 PG 28-32.

TOGETHER WITH

SW 1/4 OF SE 1/4 LYING WESTERLY OF FLA TURNPIKE & SE 1/4 OF SE 1/4 LYING  
WESTERLY OF FLA TURNPIKE ORD# 1759



## SECTION 2: FINAL ANNUAL REPORT

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# Gateway Commons DRI

## Final DRI Annual Report

Kissimmee, Florida

### Prepared For

Wendell E. Spears Revocable Trust  
Michael D. Spears  
Post Office Box 1780  
Winter Park, FL 32789

February 9, 2018

**POULOS & BENNETT**

2602 E. Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 2856

# ANNUAL REPORT FORM

FORM DEO-BCP-BIENNIAL REPORT-1  
Rule 73C-40.010, FAC. Effective 6-01-03  
(Renumbered 10-01-11)

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
DIVISION OF COMMUNITY PLANNING & DEVELOPMENT  
The Caldwell Building, MSC 160  
107 East Madison Street  
Tallahassee, Florida 32399

**DEVELOPMENT OF REGIONAL IMPACT  
BIENNIAL REPORT**

Subsection 380.06(18), Florida Statutes, (F.S.) places the responsibility on the developer of an approved development of regional impact (DRI) for submitting an biennial report to the local government, the regional planning agency, the Department of Economic Opportunity, and to all affected permit agencies, on the date specified in the development order. The failure of a developer to submit the report on the date specified in the development order may result in the temporary suspension of the development order by the local government until the biennial report is submitted to the review agencies. This requirement applies to all developments of regional impact which have been approved since August 6, 1980. If you have any questions about this required report, call the DRI Planner at (850) 717-8475.

Send the original completed annual report to the designated local government official stated in the development order with one copy to each of the following:

- a) The regional planning agency of jurisdiction;
- b) All affected permitting agencies;
- c) Division of Community Development  
Bureau of Comprehensive Planning  
107 East Madison  
Caldwell Building, MSC 160  
Tallahassee, Florida 32399



## BIENNIAL STATUS REPORT

Reporting Period: Final Annual Report through December 2017  
Month/Day/Year Month/Day/Year

Development: Gateway Commons  
Name of DRI

Location: Kissimmee, Osceola  
City County

Developer: Name: Ramona Ann Spears and James P. Grodecki, as Trustees of the Wendell E. Spears Revocable Trust, dated June 26, 2002, successors in interest to Wendell E. Spears, deceased

Address: P.O. Box 1780  
Street Location

Winter Park, FL 32790  
City, State, Zip

1. Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional Impact received approval. Note any actions (substantial deviation determinations) taken by local government to address these changes.

Note: If a response is to be more than one sentence, attach as Exhibit A a detailed description of each change and copies of the modified site plan drawings. Exhibit A should also address the following additional items if applicable:

- a) Describe changes in the plan of development or phasing for the reporting year and for the subsequent years;  
**Response: There were no changes to the plan of development for the reporting year. The plan of development is proposed for change through the Planned Development zoning process concurrent with the DRI Rescission.**
- b) State any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;  
**Response: No DRI applications were filed during 2017.**

- c) Attach a copy of any notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06(15)(f), F.S.

**Response: No Development Order modifications were recorded during 2017.**

2. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new DRI development order for the project? Provide a copy of the order adopted by the annexing local government.

**Response: There has been no change in local government jurisdiction.**

3. Provide copies of any revised master plans, incremental site plans, etc., not previously submitted.

**Response: Please see Exhibit B for the incremental site plan approved in 2017.**

Note: If a response is to be more than one or two sentences, attach as Exhibit B.

4. Provide a summary comparison of development activity proposed and actually conducted for the reporting year as well as a cumulative total of development proposed and actually conducted to date.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

**Response: Please see Exhibit C.**

Note: If a response is to be more than one sentence, attach as Exhibit C.

5. Have any undeveloped tracts of land in the development (other than individual single-family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Provide maps which show the tracts involved.

\_\_\_\_\_ Tract  
**Response: No undeveloped tracts were sold by the developer in 2017.**

Note: If a response is to be more than one sentence, attach as Exhibit D.

6. Describe any lands purchased or optioned adjacent to the original DRI site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map.

**Response: No lands were purchased or optioned adjacent to the DRI.**

Note: If a response is to be more than one sentence, attach as Exhibit E.

7. List any substantial local, state and federal permits which have been obtained, applied for, or denied during this reporting period. Specify the agency, type of permit, and duty for each.

**Response: Please see Exhibit F for a summary of SFWMD Permits.**

Note: If a response is to be more than one sentence, attach as Exhibit F.

8. Provide a list specifying each development order conditions and each developer commitment as contained in the ADA. State how and when each condition or commitment has been complied with during the annual report reporting period.

**Response: Please see Exhibit G.**

Note: Attach as Exhibit G.

9. Provide any information that is specifically required by the development order to be included in the annual report.

**Response: No additional information if required by the Development Order.**

10. Provide a statement certifying that all persons have sent copies of the biennial report in conformance with Subsections 380.06(15) and (18), F.S.

Response: Not applicable, as this Final Annual Report is submitted to the City of Kissimmee as part of the DRI Development Order Rescission request.

Person completing the questionnaire: Kathy Hattaway, AICP, Poulos & Bennett, LLC

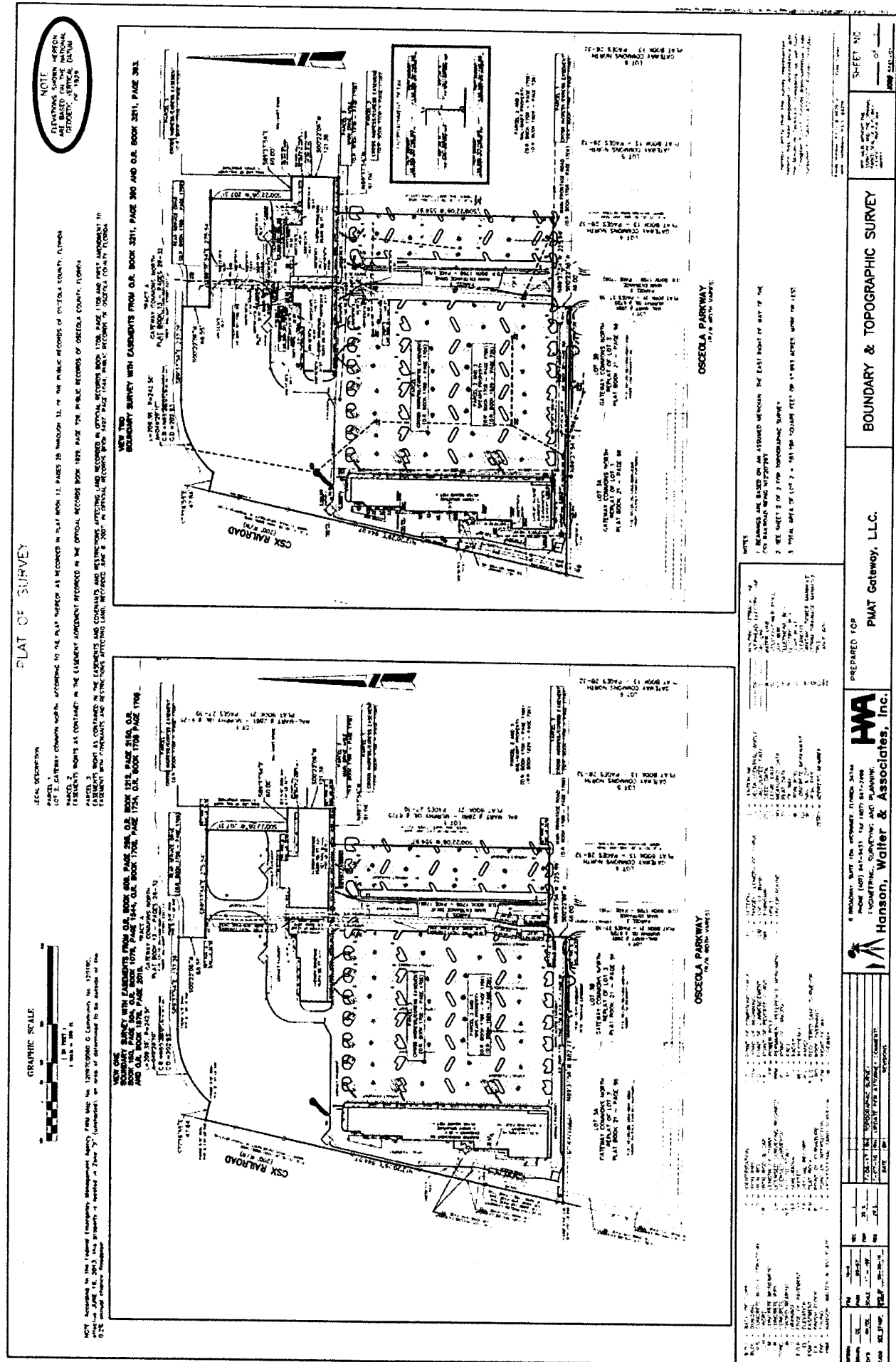
Title: Planning Group Leader \_\_\_\_\_

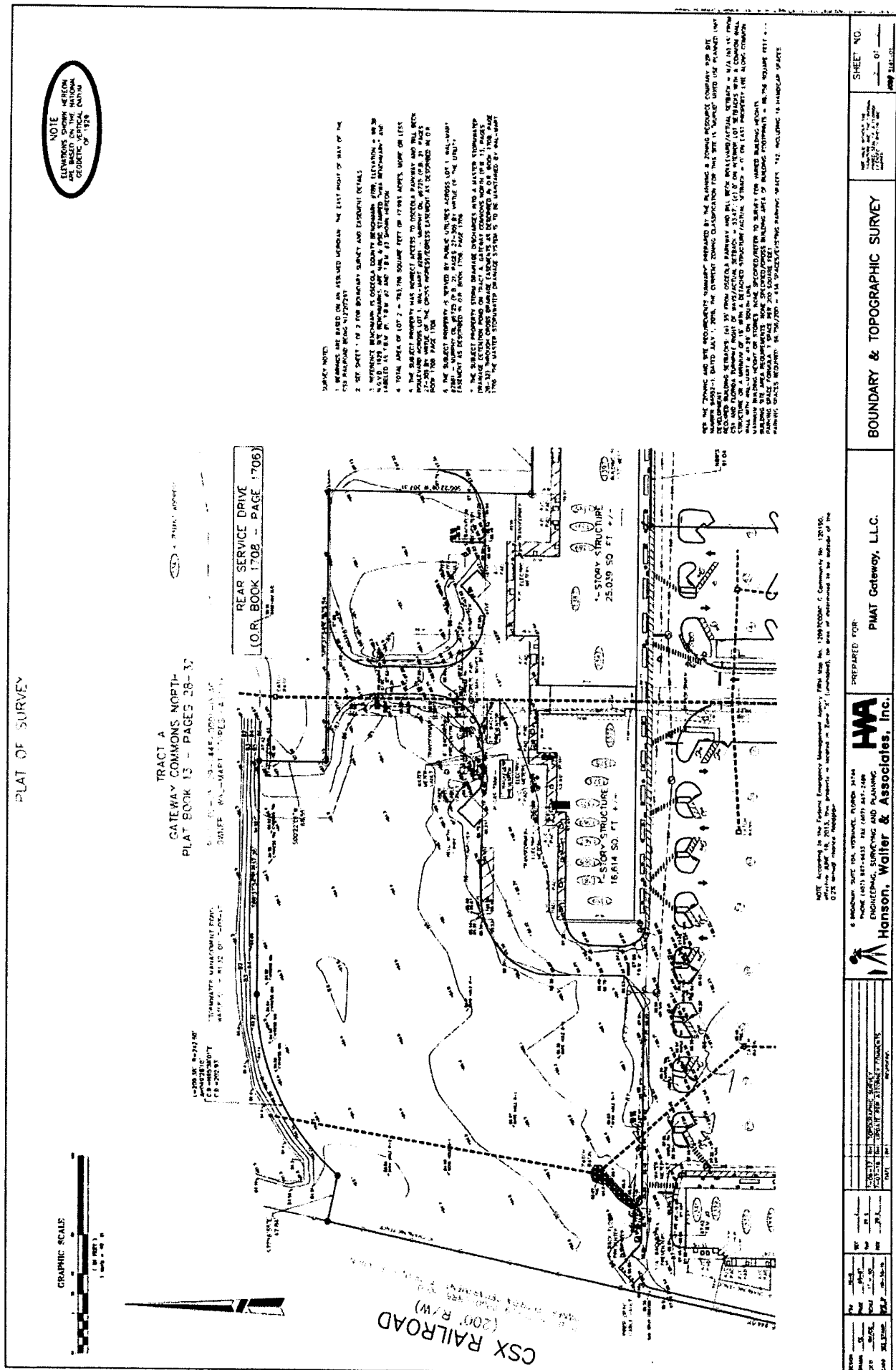
Representing: Developer \_\_\_\_\_

**EXHIBIT B**  
**INCREMENTAL SITE PLAN**  
**2017**





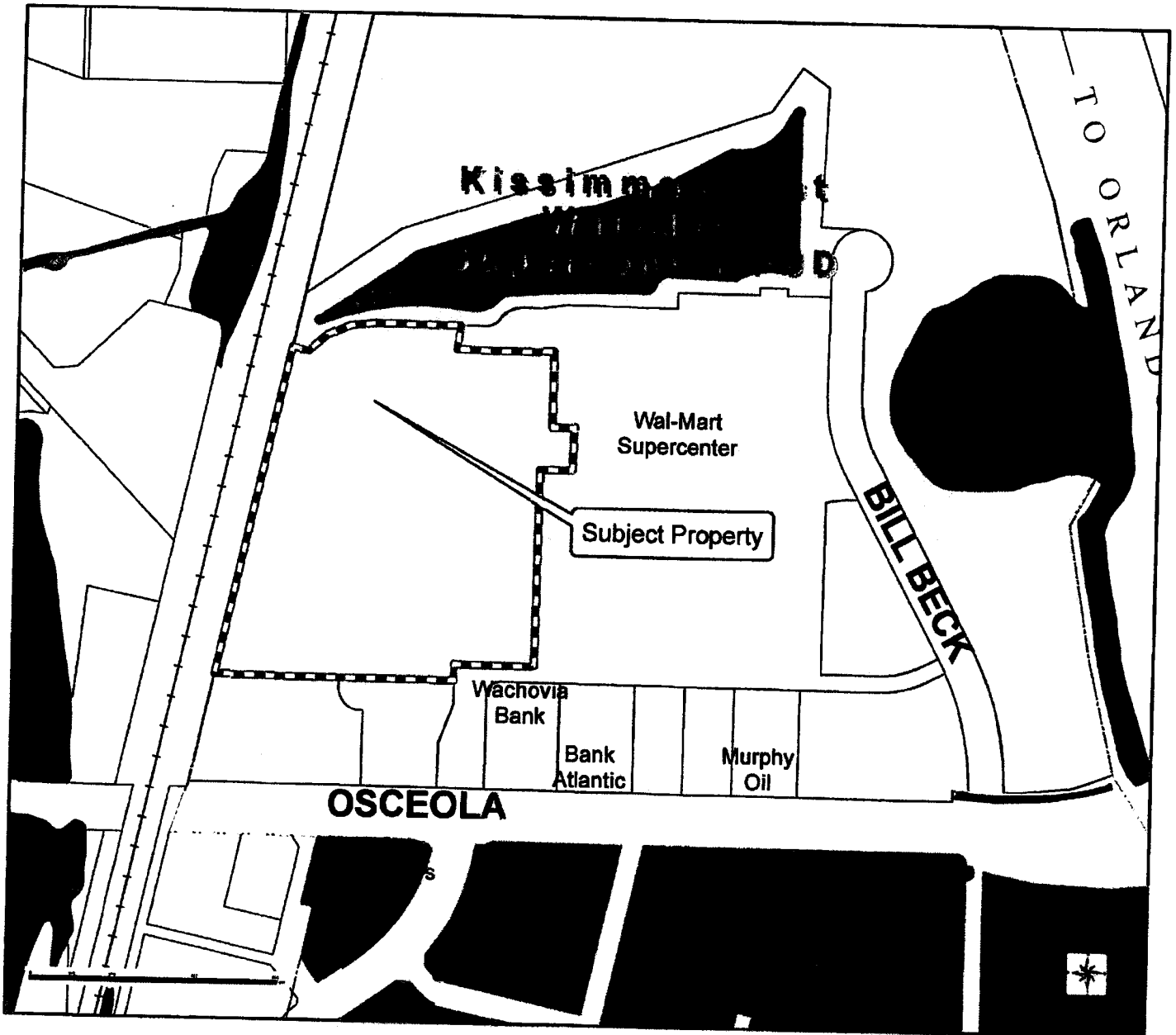








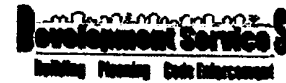




|                                                                                                                                                                                                                                                                                                           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



**CITY OF KISSIMMEE**  
**APPLICATION FOR DEVELOPMENT REVIEW**



**PROJECT**

Name of Project: gateway commons phased expansion

Location (Address if possible): 1307 E. Osceola Parkway Kiss. Fl. 34744

Parcel ID#: 02-25-29-1448-0001-0020

**APPLICANT**

Name: Mr Jason Reibert

Firm: Gulf States Construction Services, Inc.

Address: 109 New Camellia Blvd. Suite 100 Covington, LA 70433

Phone: (985) 792 4389

E-Mail: jreibert@gsres.com

**AGENT (Contact Person)**

Name: Craig Zetwo

Firm: Hanson Walter & Associates, Inc.

Address: 8 Broadway Kissimmee, fl. 34741

Phone: (407) 847 9433

E-Mail: czetwo@hansonwalter.com

**OWNER**

Name: Mr. Bob Whelan

Firm: PMAT Gateway LLC

Address: 2215 Lakeshore Dr. Mandeville LA 70448

Phone: (504) 228 2800

E-Mail: bob@pmat.net

**LEGAL DESCRIPTION/LOCATION**

Please refer to included survey

**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                  | <u>PUD w/ Site Plan</u> | FEE COLLECTED   | <u>Check</u>          |
| DATE                     | <u>7/16/17</u>          | REC'D BY        | <u>Derrick Harris</u> |
|                          |                         | DRC #           | <u>17-00094</u>       |
|                          |                         | DRC DATE        | <u>07/25/17</u>       |
| SUFFICIENCY REVIEW (Y/N) | <u>Yes</u>              | PROJECT MANAGER | <u>D. HARRIS</u>      |



**CITY OF KISSIMMEE DEVELOPMENT SERVICES  
SITE PLAN AND SITE SPECIFIC REDEVELOPMENT PLAN  
REVIEW CRITERIA CHECKLIST**

Project Name: gateway commons phased expansion

Subject Property Address: 1307 E. Osceola Parkway Kiss. Fl. 34744

Subject Property Parcel ID #: 02-25-29-1448-0001-0020

Site Plan review requires 15 – 24"x36" black or blue line prints to include the following criteria below to be shown on submitted site plans and accompanying maps, drawn to a scale no smaller than 1-inch = 100-feet, and prepared by the appropriate combination of qualified professionals. (NOTE: Site Development Construction plans shall be prepared by a civil engineer licensed by the State of Florida). Please include this site plan review checklist in addition to other required submittals to the Development Services Department Planning Division. Indicate (NA) for items that are not applicable to the review. 2 copies of conceptual building elevations will need to accompany this checklist if Site Specific Redevelopment Plan is requested.

Note: All paper plans shall be accompanied by a PDF of the drawings, submitted via email or CD-ROM

**General Information**

- ☒ **Owner and Professional Agent:** The name, address, and phone number of the owner and the professional agent.
- ☒ **Location Map:** Map indicating the location of the proposed development in relation to surrounding streets, and existing zoning and land use on adjacent land.
- ☒ **Traffic:** For larger projects, any data or analysis the City may require to supplement concurrency review.
- ☒ **Intent of use or development:** Statement of objectives, general proposed, and the proposed use(s) to be accommodated within the proposed project.
- ☒ **Land Use and Zoning Designations:** Comprehensive Plan Future Land Use and Zoning Map Designations for the subject site and adjacent properties.
- ☒ **Density and/or Intensity:** Project acreage, density by dwelling unit type; types of non-residential uses and their gross floor areas.
- ☒ **Legal Description:** The subject site's legal description.
- ☒ **Topo and Boundary Survey:** A signed and sealed topography and boundary survey of the subject site.
- ☒ **Phasing:** If any, including the time, rationale, density and other impacts on public facilities, by phase.

**Existing and Proposed Site Improvements**

- ☒ **Structures:** Location of existing and proposed structures (including structures located within 25-feet of the property line) plus approximate building dimensions, building height, setbacks, square footage, finish floor elevations, proposed uses and whether sprinkler systems are proposed.
- ☐ **n/a Dedications Rights-of-Way and Easements:** On-site and adjacent dedications, rights-of-way and easements.
- ☒ **Streets, Circulation, & Parking:** Existing and proposed streets, pedestrian and bike path, parking areas and driveways, including any connections to off-site facilities within 25-feet; location and dimensions of access points; location and number of required and provided parking spaces and loading spaces, including parking requirement data and dimensions, handicapped parking, access aisle, ramps, signage; curbing; and existing and proposed turn lanes.
- ☐ **n/a Walls:** Location of existing and proposed walls, fences, and entrance features, and their height, type and size.



- ☒ **Utilities:** Existing and conceptual utility layout, including water, sewer, gas and on-site lighting; connections to off-site facilities within 25-feet.
- ☒ **Signs:** Conceptual type, size, height and locations of all site identification signage.
- ☒ **Conceptual Landscape and Irrigation Plan:** Plan showing type and location of natural vegetation to be preserved and to be removed, location of proposed landscape and buffer areas in accordance with the City Code and City Plant List, sight triangles, and proposed landscaping and buffering concept (including approximate location of proposed walls, berms, hedges, and trees), drawn to the same scale as the site plan.
- ☒ **Open Space:** Location, percentages, and purpose of open space and impervious areas, including any proposed recreation area and amenities.
- ☒ **Slopes:** Unusual grading affecting relationship of building shall be shown on a preliminary grading plan.
- ☒ **Drainage:** Direction of stormwater flow and method of disposition of surface drainage (including retention/detention areas), including location of any existing stormwater facilities within 25-feet of the property.
- ☒ **Fire Protection:** Existing and conceptual location of fire hydrants, fire lanes and fire engine accessibility.
- ☒ **Solid Waste:** Garbage storage provisions, including full enclosure, a minimum of 6-feet in height and constructed in like manner of the building.
- ☒ **Soils:** Soil conditions and muck depths (where applicable) based upon the Soil Survey of Osceola County.
- ☒ **Flooding, Wetlands and Other Environmentally Sensitive Lands:** 100-year floodplain and floodway boundaries; location of any wetlands, wellfield protection areas and other environmentally sensitive areas, including the soil and vegetation basis for such a determination.

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

Signed: [Signature]

Date: 6-30-17

**Please Note:** The list is provided to ensure that all site plans submitted are uniform and contained the minimum information required for review under Section 14-2-191 of the City of Kissimmee Land Development Code. It is not intended to be an inclusive list of all ordinance requirements. Please direct questions concerning site plan review to the City of Kissimmee Development Services Department at (407)518-2140.

**Approximate Review Time for a Site Plan Request:**

| Review Type                                                                                                               | Approximate Review Time |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------|
| - Submittal of Application and necessary documents (see DRC schedule for submittal dates. DRC meets every other Tuesday.) |                         |
| - Development Review Committee meeting with the applicant - 2 weeks                                                       | 2 Weeks                 |
| - Submittal Site Development Plans**                                                                                      |                         |
| - Preliminary Site Development Review (Construction Plans) - 3 weeks                                                      | 5 Weeks                 |
| - Resubmittal of Site Development Plans                                                                                   |                         |
| - Final Site Development Review (Construction Plans) *** - 3 weeks                                                        | 8 Weeks                 |
| - Development Order Issued                                                                                                |                         |
| <b>Approximate Time of Review Total:</b>                                                                                  | <b>8 - 10 Weeks</b>     |

Estimation does not include review time for PUD Site Plan, and Minor Site Plan requests. Estimations may vary. Dependent upon necessary revisions, resubmittals, permits and any other required documentation. \*\* Process does not include building construction plan. See Building Division for submittal requirements. \*\*\* Dependent upon if all preliminary site development comments have been addressed and revised.



## 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)

**RECEIVED**

JUL 06 2017

**DEVELOPMENT SERVICES**

DH

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: gateway commons phased expansion DRC# 17-094

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

Agent Signature: Jim A. Vick Date: \_\_\_\_\_

Agent Name (Print): Jim Vick

Property Owner Signature: Robert Whelan Date: 6-30-17

Property Owner Name (Print): Robert Whelan

**EXHIBIT C**  
**DEVELOPMENT SUMMARY TABLE**

# Gateway Commons DRI Development Status

| DRI Phase and Planned Use | DRI Tract # | DRI Entitlements | PUD Lot # | Acreage | Parcel ID #             | Owner                             | Property Appraiser SF | Use                 | Comments |
|---------------------------|-------------|------------------|-----------|---------|-------------------------|-----------------------------------|-----------------------|---------------------|----------|
| Commercial (SF)           | 1           | 436,000          | 1         | 34.7    | 02-25-29-2311-0001-001C | Wal-Mart Stores East LP           | 225,714               | Wal-Mart Retail     |          |
|                           |             |                  | 2         | 18.0    | 02-25-29-1448-0001-002C | PMAT Gateway LLC                  | 17,580                | Retail              |          |
|                           |             |                  |           |         |                         |                                   | 26,040                | Retail              |          |
|                           |             |                  |           |         |                         |                                   | 21,344                | Retail              |          |
|                           |             |                  |           |         |                         |                                   | 25,970                | Retail              |          |
|                           |             |                  |           |         |                         |                                   | 43,050                | Retail              |          |
|                           |             |                  | 3a        | 4.8     | 02-25-29-1454-0001-03AC | Osceola Parkway Partners LLC      |                       | Vacant              |          |
|                           |             |                  | 3b        |         | 02-25-29-1454-0001-03BC | LSM Property Inc.                 | 5,003                 | McDonald's          |          |
|                           |             |                  | 8         | 2.5     | 02-25-29-1448-0001-008C | Osceola Gateway LLC               | 23,309                | Multi-Tenant Retail |          |
| Commercial (SF)           | 2           | 27,000           | 4         | 1.4     | 02-25-29-1448-0001-004C | Wachovia Bank Nat'l Assoc.        | 6,477                 | Bank                |          |
|                           |             |                  | 5         | 1.5     | 02-25-29-1448-0001-005C | TD Bank NA                        | 5,911                 | Bank                |          |
| Commercial (SF)           | 3           | 27,000           | 6a        | 2.0     | 02-25-29-1453-0001-064D | UCSF Coussan Charitable           |                       |                     |          |
|                           |             |                  | 6b        |         | 02-25-29-1453-0001-068C | Remainder Trust 12 etc.           | 4,373                 | Bank                |          |
|                           |             |                  | ?         | 1.3     | 02-25-29-2311-0001-010C | SMBC Leasing & Finance Inc.       | 7,585                 | Firestone           |          |
| Commercial (SF)           | 4           | 5,000            | 7         | 1.0     | 02-25-29-1448-0001-007C | Murphy Oil USA Inc.               | 5,586                 |                     |          |
| Business Park (SF)        | 5           | 15,000           |           | 2.4     | 02-25-29-1448-0001-007C | The Gateway LLC                   | 32,717                | Multi-Tenant Retail |          |
|                           |             |                  |           |         |                         | The Gateway LLC                   |                       |                     |          |
| Hotel (Rooms)             | 6           | 300              | 9         | 5.2     | 02-25-29-1448-0001-009D | Wendell E. Spears Revocable Trust |                       | Pond                |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
| Commercial (SF)           | 8           | 65,000           | 9         | 7.1     | 02-25-29-1448-0001-009D | Wendell E. Spears Revocable Trust |                       | Vacant              |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
| Commercial (SF)           | 9a          | 25,000           | n/a       | 5.4     | 02-25-29-0010-0032-0000 | Wendell E. Spears Revocable Trust |                       | Vacant              |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
| Commercial (SF)           | 7           | 75,000           | 9         | 7.0     | 02-25-29-1448-0001-009D | Wendell E. Spears Revocable Trust |                       | Vacant              |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
| Commercial (SF)           | 9b          | 35,000           | n/a       | 3.2     | 02-25-29-0010-0032-0000 | Wendell E. Spears Revocable Trust |                       | Vacant              |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
| Hotel (Rooms)             | 10          | 400              | n/a       | 11.0    | 02-25-29-0010-0032-0000 | Wendell E. Spears Revocable Trust |                       | Vacant              |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
| Business Park (SF)        | 11          | 250,000          | n/a       | 28.0    | 02-25-29-0010-0025-0000 | Wendell E. Spears Revocable Trust |                       | Vacant              |          |
|                           |             |                  |           |         |                         | etc.                              |                       |                     |          |
|                           |             |                  |           |         |                         |                                   | 450,659               | Total Built/Planned |          |

|                    |         |
|--------------------|---------|
| Commercial (SF)    | 585,000 |
| Business Park (SF) | 15,000  |
| Hotel (Rooms)      | 300     |
| Commercial (SF)    | 110,000 |
| Business Park (SF) | 250,000 |
| Hotel (Rooms)      | 400     |



**EXHIBIT F**  
**SUMMARY OF SFWMD PERMITS**

| APPLICATION NO | PERMIT NO     | APPROVED DATE | RECEIVED DATE | ISSUING OFFICE | STATUS   | PERMIT TYPE                                                                   | PERMIT STATUS | EXPIRATION DATE | PROJECT ACRES | PROJECT NAME                                            |
|----------------|---------------|---------------|---------------|----------------|----------|-------------------------------------------------------------------------------|---------------|-----------------|---------------|---------------------------------------------------------|
| 1710722        | 49-00614-5-04 | 29-Nov-17     | 7-Nov-17      | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 1.47          | Td Bank At Gateway Commons Lot 5                        |
| 170705-20      | 49-00614-5-03 | 25-Jul-17     | 5-Jul-17      | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 6.67          | Gateway Station At Gateway Commons                      |
| 160727-20      | 49-00614-5-07 | 17-Feb-16     | 27-Jan-16     | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 1.76          | Kissimmee Midlands                                      |
| 150925-10      | 49-00614-5-02 | 28-Oct-15     | 25-Sep-15     | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 1.43          | Wachovia At Gateway Commons                             |
| 141009-4       | 49-00614-5-11 | 21-Nov-14     | 9-Oct-14      | ORL            | Complete | Environmental Resource (Minor Mod W/Transfer)                                 | ACTIVE        |                 | 33.84         | Wal-Mart Store No 2881-220- Kissimmee                   |
| 140417-2       | 49-00614-5-10 | 19-May-14     | 17-Apr-14     | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 0.98          | Frostone Gateway Commons                                |
| 140225-21      | 49-00614-5-06 | 17-Mar-14     | 25-Feb-14     | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 3.4           | Gateway Commons - Lot 7 & Osceola County Tourism Parcel |
| 140225-20      | 49-00614-5-09 | 17-Mar-14     | 21-Feb-14     | WPB            | Complete | Environmental Resource (General Permit Transfer)                              | ACTIVE        |                 | 2.5           | Gateway Commons Lot 8 (Fla - Lot 9)                     |
| 140221-17      | 49-00614-5-05 | 17-Mar-14     | 17-Mar-14     | ORL            | Complete | Environmental Resource (Standard General Permit Extension)                    | ACTIVE        | 13-Feb-15       | 96.58         | Gateway Commons                                         |
| 130114-14      | 49-00614-5    | 11-Apr-12     | 25-Jan-12     | ORL            | Complete | Environmental Resource (Standard General Permit Extension)                    | ACTIVE        | 11-Apr-17       | 96.58         | Gateway Commons                                         |
| 120125-5       | 49-00614-5-07 | 30-Jan-12     | 28-Dec-11     | ORL            | Complete | Environmental Resource (Standard General Permit Extension)                    | ACTIVE        | 13-Jun-14       | 1.76          | McDonalds Gateway Commons                               |
| 110610-13      | 49-00614-5-10 | 9-Aug-11      | 10-Jun-11     | ORL            | Complete | Surface Water Management (General Permit Extension S3300)                     | ACTIVE        | 9-Aug-16        | 0.98          | Frostone - Gateway Commons                              |
| 091123-14      | 49-00614-5    | 23-Dec-09     | 23-Nov-09     | ORL            | Complete | Surface Water Management (General Permit Extension)                           | ACTIVE        |                 | 96.58         | Gateway Commons                                         |
| 080422-15      | 49-00614-5-08 | 13-Jun-08     | 22-Apr-08     | ORL            | Complete | Surface Water Management (Compliance Minor Mod)                               | ACTIVE        |                 | 0.11          | Uia Auto Wash @ Murphy Use (#6725) Osceola Parkway      |
| 070422-15      | 49-00614-5-07 | 21-Mar-08     | 24-Mar-08     | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 1.76          | Regions Bank At Gateway Commons                         |
| 070608-12      | 49-00614-5-07 | 30-Oct-07     | 8-Oct-07      | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 3.4           | Gateway Commons - Lot 7 & Osceola County Tourism Parcel |
| 070419-6       | 49-00614-5-06 | 1-Oct-07      | 19-Sep-07     | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 2.5           | Gateway Commons Lot 8 (Fla - Lot 9)                     |
| 070212-7       | 49-00614-5-05 | 23-Mar-07     | 12-Feb-07     | ORL            | Complete | Environmental Resource (Permit Extension)                                     | ACTIVE        |                 | 96.58         | Gateway Commons Mass Grading                            |
| 061115-34      | 49-00614-5-09 | 11-Jan-07     | 15-Nov-06     | ORL            | Complete | Environmental Resource (General Permit Modification)                          | ACTIVE        |                 | 2.37          | Gateway Station At Gateway Commons                      |
| 060724-10      | 49-00614-5-03 | 24-Aug-06     | 24-Jul-06     | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 1.47          | Td Bank (7/K/A Bank Atlantic) At Gateway Commons Lot 5  |
| 051008-12      | 49-00614-5-04 | 10-Oct-05     | 8-Dec-05      | ORL            | Complete | Surface Water Management (Compliance Minor Mod)                               | ACTIVE        |                 | 0.11          | Uia Auto Wash At Osceola Parkway Walmart Supercenter    |
| 050914-18      | 49-00614-5    | 6-Sep-05      | 14-Sep-05     | ORL            | Complete | Surface Water Management (Compliance Minor Mod)                               | ACTIVE        |                 | 6.67          | Gateway Commons Retail Addition                         |
| 050712-11      | 49-00614-5-03 | 9-May-05      | 12-Jul-05     | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 1.43          | Wachovia Bank                                           |
| 050207-20      | 49-00614-5-03 | 9-May-05      | 7-Feb-05      | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 96.58         | Gateway Commons Mass Grading                            |
| 031201-31      | 49-00614-5-02 | 24-Feb-04     | 3-Dec-03      | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 79.63         | Wal-Mart Supercenter Store Number 2883                  |
| 020408-32      | 49-00614-5-09 | 10-Jun-02     | 8-Apr-02      | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 73.63         | Wal-Mart Supercenter Store No 2881 Kissimmee East       |
| 010824-12      | 49-00614-5-09 | 14-Mar-02     | 24-Aug-01     | ORL            | Complete | Surface Water Management (Nrm Minor Mod)                                      | ACTIVE        |                 | 0.97          | Bill Back Boulevard Extension                           |
| 010814-13      | 49-00614-5    | 19-Sep-01     | 14-Aug-01     | ORL            | Complete | Surface Water Management (Compliance Minor Mod)                               | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 010306-25      | 49-00614-5    | 27-Apr-01     | 6-Mar-01      | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 991217-19      | 49-00614-5    | 29-Feb-00     | 17-Dec-99     | ORL            | Complete | Environmental Resource (Early Work)                                           | ACTIVE        |                 | 209.2         | Gateway Commons                                         |
| 990503-3       | 49-00614-5    | 13-Apr-00     | 3-May-99      | ORL            | Complete | Surface Water Management (Conceptual Approval And New Construction/Operation) | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 990720-5       | 49-00614-5    | 22-Jan-99     | 20-Jul-98     | ORL            | Complete | Surface Water Management (General Permit Modification)                        | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 961204-5       | 49-00614-5    | 13-Feb-97     | 8-Dec-96      | ORL            | Complete | Surface Water Management (Individual Extension)                               | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 951108-4       | 49-00614-5    | 11-Jan-96     | 8-Nov-95      | ORL            | Complete | Surface Water Management (Individual Extension)                               | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 941118-2       | 49-00614-5    | 9-Feb-95      | 18-Nov-94     | ORL            | Complete | Surface Water Management (Individual Extension)                               | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 930924-2       | 49-00614-5    | 9-Dec-93      | 24-Sep-93     | ORL            | Complete | Surface Water Management (Individual Extension)                               | ACTIVE        |                 | 166.4         | Gateway Commons                                         |
| 901228-5       | 49-00614-5    | 12-Dec-91     | 28-Dec-90     | ORL            | Complete | Surface Water Management (Conceptual Approval)                                | ACTIVE        |                 | 166.4         | Gateway Commons                                         |

THIS APP ONLY EXPIRED/CANCELLED

**EXHIBIT G**  
**DEVELOPMENT ORDER CONDITIONS**  
**COMPLIANCE**

**Gateway Commons Development of Regional Impact  
Development Order - 1991**

**Section I. Findings of Fact:**

1. Dart Road Limited Partnership, a Florida limited partnership (hereafter "Developer") filed an application for a Development of Regional Impact called Gateway Commons pursuant to Section 380.06, Florida Statutes, relating to real property located in Kissimmee, Florida, more particularly described in Exhibit 1 attached to and incorporated herein by this reference.
2. The developer is the owner of and has the authority to file the Application for Development Approval ("ADA") and obtain a Development Order with respect to the Property in accordance with Section 380.06, Florida Statutes.
3. The Property does not lie within an area of critical state concern.
4. The application has been reviewed by and recommendations for approval have been received from the City of Kissimmee Planning Advisory Board sitting as the Local Planning Agency.
5. All public hearings as required by Section 380.06, Florida Statutes, have been duly noticed and held.
6. The Developer's authorized agent is Mr. Joel Ivey, Ivey Harris & Walls, 122 E. Colonial Dr., Orlando, FL 32801.

**Section II. Conclusions of Law:**

1. The development of the Gateway Commons is consistent with the achievement of the objectives of the adopted State Land Development Plan.
2. The development of the Gateway Commons is consistent with the City of Kissimmee Growth Management Plan ("GMP") and other City Land Development Regulations.
3. The development of the Gateway Commons is consistent with the report and recommendations of the East Central Florida Regional Planning Council received pursuant to Section 380.06(14), Florida Statutes.
4. ~~The Development Order constitutes final approval of use of the Property for a total of 1,050 hotel rooms, 532,000 square feet of commercial, and 600,000 square feet of business park on 208.3 acres, as more particularly detailed in the Findings of Fact above and as described in the ADA/DRI and incorporated by this reference, and subsequently amended by sufficiency responses and as may be amended by the terms and conditions of this Order.~~



**Status: This information was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

**Section III. Development Order:**

1. The project shall be developed in accordance with the information, data, plans and commitments contained in the Gateway Commons DRI/ADA and supplemental information unless otherwise directed by the conditions enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items:
  - a. Application for Development Approval dated September 1990;
  - b. First Sufficiency Responses dated December 1990;
  - c. Second Sufficiency Response dated January 1991;
  - d. Commitments made during the review as presented as condition 38.

**Status: In compliance.**

- ~~2. The project shall consist of a total of 1,050 hotel rooms, 532,000 square feet of commercial, and 600,000 square feet of business park on 208.3 acres.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

- ~~3. If five percent of phase I of the project (26,600 square feet of commercial space or any combination which equals five percent of the development) is not constructed within five years of the effective date of the Development Order, then the Development Order shall expire.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

4. Project construction personnel shall be notified, through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the applicant shall stop construction at the site of discovery and notify the City of Kissimmee and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

**Status: In compliance. No sites discovered to date.**

5. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, xeriscape principles using native vegetation (see xeriscape plant guide published by South Florida Water Management District) shall be utilized in landscaping of areas not subject to reclaimed water irrigation. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state to the greatest extent practicable.

**Status: In compliance. Reclaimed water is used on site.**

6. Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly

dependent upon the project site, the developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Game and Fresh Water Fish Commission and the United States Fish and Wildlife Service. Proper protection and habitat management, to the satisfaction of the above agencies, shall be provided by the developer.

"Harming" and "harassment" as used in this condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

**Status: In compliance. All site work has been conducted in compliance with state and federal permits.**

7. Prior to development activities the developer shall coordinate with the FGFWFC to determine the potential for relocation of the existing gopher tortoise population present on the Gateway Common site. FGFWFC guidelines for gopher tortoise relocation shall be followed. Progress and status relocation shall be reported by the ECFRPC.

**Status: In compliance. All site work has been conducted in compliance with state and federal permits.**

8. Losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands within the same watershed in accordance with the Master Development Plan (Map H, ADA) and in accordance with adopted rules and policies of Osceola County, Florida Department of Environmental Regulation, South Florida Water Management District, and U.S. Army Corps of Engineers. Wetlands to be created or upland to be retained as mitigation shall be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation. However, littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes.

**Status: In compliance. Three wetlands were removed in compliance with state and federal permits and mitigated through near-site and off-site mitigation. This work was completed in 2001 and 2008.**

9. Buffer areas of native upland vegetation averaging 50 feet wide and with a minimum width of 25 feet shall be retained around all regionally significant wetlands. Upland buffers between on-site wetlands/marshes/lakes and any type of development or land alteration shall be delineated with temporary construction fencing prior to construction to allow these areas to be maintained with existing native vegetative or be re-planted with native, transitional zone or upland vegetation. Use of these buffers shall be limited to nature trails and other passive recreation. The only component of the stormwater system within these buffers shall be a dispersion swale discharge system which shall not be permitted within the first 25 feet of buffer from the wetlands and shall be limited to a total length of no greater than ten percent (10%) of the wetland perimeter. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers and the wetlands they protect.

**Status: The buffers are in compliance with water management district permits.**

10. The on-site wetlands systems, other conservation tracts, and mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have their developmental uses restricted by easement as provided in Section 704.06,

Florida Statutes. This condition does not preclude the applicant from including these lands in fulfilling open space requirements of the City of Kissimmee. This easement shall be conveyed to the South Florida Water Management District, the City of Kissimmee or other state or federal agency or the East Central Florida Regional Planning Council. Lands designated for upland preservation for mitigation purposes only are so designed by the applicant as compensation for losses to wildlife resources of state and regional concern and shall therefore be used exclusively for the purpose of wildlife and habitat preservation and shall be considered to have no value for other than that purpose.

**Status: In compliance. Easements have been conveyed as required.**

11. Any losses to lands designated as conservation or preservation, whether proposed by the applicant, his successors or other private or public entities shall be the responsibility of the party causing the loss to the extent permitted by law. Any substantial deviation of the development order that might occur pursuant to 380.06(19), Florida Statutes shall be performed by the party causing the deviation. Any such losses to wetland areas shall be resolved according to applicable regulatory programs. Any such losses to all other areas shall be compensated for by preserving habitat of equal or greater value, on an acre for acre basis, at another location judged to be able to remain viable as wildlife habitat. Any alternations to the flow or channel of Mill Slough shall result in a watercourse that resembles natural conditions in terms of bank stabilization, bank vegetation and meandering course.

**Status: In compliance. Three wetlands were removed in compliance with state and federal permits and mitigated through near-site and off-site mitigation. This work was completed in 2001 and 2008.**

12. For the purpose of potable water conservation, the project shall utilize low water use plumbing fixtures, self-closing and/or metered water faucets, and/or other water conserving devices. The fixtures shall be at a minimum, consistent with the State Water Conservation Act (Florida Statutes, 553.14).

**Status: Fixtures uses are in compliance with City requirements.**

13. The applicant (or owners/successors) shall establish and implement an inspection and maintenance program for all components of the surface water management system for the project site, to include schedules for the performance of:
  - a. Stormwater facility operating inspections on a regular bases (e.g. quarterly) and following major rainfall events (e.g. 1 inch of rainfall, 1 year/24 hour) for the removal of excessive sediment, debris or other flow obstructions;
  - b. Routine maintenance activities (e.g. moving, trash removal, etc.)
  - c. Ongoing education programs for maintenance staff personnel regarding the correct usage of and application rates for fertilizers and chemicals (e.g. herbicides) near the stormwater management facilities, the removal off noxious weeds and retention of desirable aquatic vegetation, and correct procedures for other maintenance/landscaping related activities which have the potential for adversely affecting water quality conditions on the project site.

**Status: In project is in compliance with the conditions of the stormwater management permit. The systems are maintained privately through recorded ECR documents and Association.**

14. The applicant (or owner/successors) will incorporate additional water quality treatment and/or water management system to correct or mitigate any degradation if the measures implemented by the applicant/owners are found to be ineffective or to adversely impact water quality/quantity conditions on or downstream of the project site.

**Status: In compliance.**

15. The applicant (or owners/successors) shall ensure that no direct overland runoff from developed or landscaped areas on the project site will be able to enter Mill Slough, its tributaries or adjacent wetland areas without receiving treatment equivalent to the retention or detention with filtration of the first one-half inch of rainfall runoff in order to prevent the direct, untreated entry of fertilizers, herbicides, pesticides and other pollutants from the project site.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

16. In order to effectively monitor the project's impacts on surface water quality conditions in Mill Slough, the applicant (or successors) shall establish and operate a surface water quality monitoring program consisting of the following components:

(a) Surface water samples shall be collected at the following locations:

1. At sample location #1, as depicted on page 7 (Map G1) of Applicant's Information Response date January 24, 1991;
2. On Mill Slough at the proposed road alignment adjacent to the site's west property line; and
3. At the outfall from the preserved wetland in Basin 202 into the Florida Turnpike drainage ditch.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

(b) The water samples shall be collected and analyzed at least four times annually on a seasonal basis. Sample collection at the two locations in Mill Slough shall commence immediately following the issuance of the D.O. for the purpose of obtaining additional background data. Sample collection in the stormwater pond/wetland shall commence upon the completion of the pond/berm and its discharge structure (at the time of initial rainfall runoff). The sampling period shall extend at least four (4) years following project buildout.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

(c) Water quality parameters to be measure will be determined by the South Florida Water Management District with input from the jurisdictional government, but should include, at a minimum, all of the parameters analyzed by the applicant's consultants, as contained on pages 6 and 9 of the Applicant's Information Response date January 24, 1991. Collected data shall be furnished to the jurisdictional government and the water management district.

**Status: In project is in compliance with the conditions of the stormwater management permit.**



17. The applicant shall ensure that, if a property owner's association is proposed to assume drainage system operation and maintenance responsibilities, then the proposed property owner's association shall be created with defined duties and responsibilities regarding the operation and maintenance of the surface water management system, and have sufficient legal authority and power to establish the mandatory collection of fees and/or assessments from all property owners for use in financing the operation, replacement and maintenance of the project's surface water management system.

**Status: The project stormwater ponds are owned and managed by private entities. Requirements are met through recorded documents. The existing large retention pond is maintained by Wal-Mart per recorded agreement.**

18. Any shoreline banks created along on-site stormwater wet detention lakes greater than five acres in area shall include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted in, or allowed to be colonized by, native emergent and submergent vegetation excluding cattails. The applicant shall ensure by replanting if necessary, that at least 80 percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low water for the duration of the project).

**Status: In project is in compliance with the conditions of the stormwater management permit.**

19. The proposed surface water management system shall be designed, constructed and operated so as to ensure that the natural functions and hydroperiods of the on-site and off-site wetlands will not be adversely impacted or diminished.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

20. Floodplain impact compensatory storage sites shall be provided for the 100-year flood in order to provide for effective storage volume within the floodplain.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

21. The following minimum distances to adjacent wetland areas will be adhered to in project design and construction:

Stormwater wet detention ponds/flowways – no closer than 200 feet, and  
Roadways with underdrains – no closer than 50 feet; unless one or more of the following conditions are met;

- (a) Adverse impacts on affected wetland vegetative communities from excessive drying out due in part to lateral subsurface seepage from the wetland area(s) into pond(s) during drought or low water periods have been determined not be an applicable issue of concern by the South Florida Water Management District and the jurisdictional government; or
- (b) The South Florida Water Management District and the jurisdictional government accept tests, calculations or other information (e.g. the use of preventative

measures such as clay berms) furnished by the applicant through the permitting and project review processes which demonstrate that deviations from the 50 and 200 foot distances are appropriate; or

- (c) The elevations of the bottoms of the stormwater wet/detention lakes/ponds, flowways or roadway underdrains are higher than the ordinary low water elevation in each potentially impacted wetland area.

**Status: In project is in compliance with the conditions of the stormwater management permit.**

- 22. The applicant shall design the project's surface water management system to provide for the following use of the historic Mill Slough wetland flowage-way:

- (a) The re-routing of Mill Slough shall be in accordance with the requirements of the City Engineering Department at the time of Development Plan submittal.

**Status: No re-routing of Mill Slough has occurred.**

- (b) Retention of the channelized flowage-way for the conveyance of flood flows and other flows exceeding the 10 year storm event capacity of the historic flowage-way; and

**Status: No permitting affecting the flowage-way of Mill Slough has occurred.**

- (c) Discharge of treated stormwater discharges from Basin 302 into the historic flowage-way.

**Status: No permitting affecting the flowage-way of Mill Slough has occurred.**

- (d) The intention of condition #22 is to enhance the Mill Slough wetlands from the Turnpike to the west property line of the Gateway Commons project. The rerouting of Mill Slough through this area shall not reduce the carrying capacity of Mill Slough for any storm event.

**Status: No re-routing of Mill Slough has occurred.**

- 23. The applicant shall support, along with other area DRI's and other parties, an ozone modeling study for the Orlando metropolitan area. This study will be directed toward assessing the extent of ozone pollution in the area, the significance of identified problem areas. The study shall be coordinated by the ECFRPC in consultation with local governments and applicable state and federal agencies. The applicant's participation in this effort shall be limited to \$3,511.00 (\$0.10 per average daily external trip generated). Any results of this study applicable to Gateway Commons shall be given formal consideration by the applicant and the City of Kissimmee for implementation.

Payment of the applicant's share of this impact study shall be made to the University of Central Florida, Ozone Modeling Study account at the time that the Gateway Commons development order becomes effective and shall be held in escrow for eventual disbursement to cover study costs. If the ozone study has not begun within 24 months of payment then the developer shall be entitled to a refund of the amount paid.

**Status: Status unknown.**

24. Toward the achievement of energy conservation, the Gateway Commons project shall perform or require the following actions:
- thermal storage cooling systems for non-residential buildings shall be considered.
  - developers shall consult with the Florida Solar Energy Center and obtain guidelines for site development.
  - construction materials used shall be chosen with consideration of energy savings.
  - landscaping shall be provided which will optimize energy conservation.

**Status: Development is in compliance with the Florida Building Code and City of Kissimmee requirements.**

25. ~~For the purpose of the transportation conditions, the Gateway Commons DRI project shall be divided into the following phases based upon anticipated external trip generation. These external trip volumes are based upon development level equivalents as calculated from Trip Generation, 4<sup>th</sup> Edition published by the Institute of Transportation Engineers, with the exclusion of internally capture trips. Monitoring is required when the external trip generation volume for each phase is met.~~

| Phase | Per Phase | Cumulative |
|-------|-----------|------------|
| 1a    | 15,300    | 15,300     |
| 1b    | 7,700     | 23,000     |
| 2a    | 7,380     | 30,380     |
| 2b    | 7,380     | 37,760     |

**Status: This condition was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

- ~~26. Prior to the initiation of Phase 1b and subsequent phases as identified in the previous condition, a monitoring and modelling program shall be performed to ascertain the LOS on facilities where the Gateway Commons project is estimated to contribute an amount of traffic greater than or equal to ten percent of the roadway's LOS "C" service volume. The methodology of the monitoring/modelling program shall be agreed upon by the East Central Florida Regional Planning Council, Osceola County, the City of Kissimmee, the Florida Department of Transportation, the Department of Community Affairs and the applicant. A list of facilities (\*) may include but shall not be limited to the following:~~

~~Roadway and Roadway Links~~

~~Buena Ventura Boulevard~~

- ~~— Boggy Creek Road to Florida Parkway~~
- ~~— Florida Parkway to Dart Boulevard~~
- ~~— Dart Boulevard to the Southern Connector~~

~~Florida Parkway~~

- ~~— Buena Ventura Boulevard to Dart Boulevard~~

~~Florida's Turnpike~~

- ~~— Dart Boulevard to Southern Connector~~

~~Osceola Boulevard~~

- ~~— Michigan Avenue to Dart Boulevard~~
- ~~— Dart Boulevard to CR 530~~

**Michigan Avenue**

- ~~Osceola Boulevard to Dart Boulevard~~
- ~~Dart Boulevard to Carroll Street~~
- ~~Carroll Street to Donegan Avenue~~
- ~~Donegan Avenue to US 192~~

**Dart Boulevard**

- ~~Buena Ventura Boulevard to Florida Parkway~~
- ~~Florida Parkway to Florida's Turnpike~~
- ~~Florida's Turnpike to Osceola Boulevard~~
- ~~Osceola Boulevard to Michigan Avenue~~
- ~~Michigan Avenue to CR 527 north~~
- ~~CR 527 north to CR 527 south~~
- ~~CR 527 south to US 441~~
- ~~US 441 to Bermuda Avenue~~

**Donegan Street**

- ~~Michigan Avenue to Old Dixie Highway (CR 527)~~
- ~~Old Dixie Highway (CR 527) to US 441~~

- ~~\* to include intersections of these roadways and other collector and high classified roadways which intersect these roadways and interchange ramps.~~

**Status: This condition was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

- 27. ~~The Gateway Commons project shall not commence beyond phase 1a, or beyond and equivalent 15,300 external average daily trips (ADT), into phase 1b when service levels are below service level "D" peak hour (LOS "C" on rural designated roadways) and the project contributes ten percent or greater to the LOS "C" service volume of the roadway or intersection as determined by the monitoring program required in the preceding condition, unless mitigation measures and/or improvements are secure and committed to occur on deficient facilities during the next sub-phase.~~

- ~~Prior to the commencement of sub-phase 1b and all subsequent phases, the applicant must also demonstrate, by means of a monitoring/modeling study which assesses current conditions and satisfaction of the East Central Florida Regional Planning Council, Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation and the Department of Community Affairs that, where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the next applicable subphase of traffic (along with cumulative project traffic) will not adversely affect service levels (below service level "D" peak hour on urban roadways and service level "C" on rural roadways) or demonstrate that the necessary improvements are committed to occur during said applicable phase. Proof of mitigation must include identification of committed funding sources and a reasonable guarantee of scheduling within the required time frame. Otherwise, further building permits shall not be issued by the jurisdictional government.~~

**Status: This condition was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

- 28. Toward the achievement of the objectives in the two preceding condition, an agreement(s) among Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation and the applicant shall be entered into within twelve months of the issuance of a development order for this project by the jurisdictional government. Said



agreement(s) shall address and clarify such issues related to equity in the application of fees for roadway improvements. Said fees shall be based on a fair-share basis with respect to the improvements to be constructed and not solely on the basis of impact fees. However, such an agreement would not alter or waive the provisions of the two preceding conditions as a mitigative measure for the aforementioned conditions.

In the event that one of the designated parties to the agreement (other than the applicant) fails to execute said interlocal agreement within the specified time, then the applicant may proceed with the project based upon the monitoring/modeling schedule and all other conditions specified herein as it affects the non-participating party. Separate agreements may be entered with one or more parties and the applicant.

**Status: The referenced agreement was not executed during the specified time.**

29. The applicant shall construct an on-street, on-site system of bikeways to connect with external on-street bicycle systems as available in conjunction with new project interior roadway construction. Bikeway construction standards shall conform to the latest state criteria and/or City code.

In conjunction with the building development, bicycle support facilities (e.g. parking) shall be made available at commercial centers hotels and employment centers.

**Status: The project meets the requirements of the City of Kissimmee for bicycle connectivity and parking provision requirements.**

30. Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. Transit bays and areas for shelters shall be reserved for future transit service and constructed when transit is available. Siting and construction of transit facilities shall be approved by the applicant or successors, jurisdictional government and Tri-County Transit. The applicant shall make known to tenants and residents that the Gateway Commons area is service by an existing ridesharing program. Future transit (when available) and current ridesharing information shall be prominently displayed in all on-site public gathering areas, employment centers and/or commercial center areas. After Phase 1b the Gateway Commons project shall provide for a part-time ridesharing coordinator who will be responsible for coordinating with the area transit provider, conducting ridesharing campaigns within the project, publicity, transit information, etc.

**Status: In compliance. The project is still within Phase 1.**

31. The plan of development shall provide for the development of a child care center on the site. This requirement shall be implemented prior to Phase 2, unless the Applicant can show that adequate day care facilities in the vicinity are provided off site, or the provision of a day care center will be a hardship on the Applicant.

**Status: The project is still within Phase 1.**

32. The applicant shall fund the construction of left and right-turn deceleration lanes at all project entrance. These improvements shall be constructed when such project entrances are created. The applicant shall fund, on a pro-rata basis, the cost of future signalization at project entrances and internal site intersections when deemed warranted by the appropriate governmental entity. Access along Dart Boulevard, Michigan Avenue and

Osceola Boulevard shall be limited to the access standards outlined in the project ADA and later information submissions.

**Status: Required operational improvements have been constructed at all entrances.**

33. The following roadway improvements shall be constructed at the specified project generated ADT level phases. It is understood that these improvements may not be needed or may be insufficient based upon actual areawide development levels. Accordingly, some of these improvements may be delayed or eliminated or alternative improvements may be constructed, so long as adequate levels of service are maintained on significantly impacted facilities. Prior to the time-frame required, the Applicant or successors may demonstrate that the improvement is not necessary as listed within this condition; however, the burden of proof rests with the applicant and the final decision rests with Osceola County and the Department of Transportation on state facilities.

**Phase 1**

1. Osceola Boulevard from Dart Boulevard to Michigan Avenue; 4 lanes prior to phase 1b. \*
2. Michigan Avenue from Dart Boulevard to Carroll Street; 4 lanes prior to phase 1b.
3. Dart Boulevard from Buenaventura Boulevard to Florida Parkway; 4 lanes prior to phase 1b.
4. Dart Boulevard and Florida's Turnpike; new interchange prior to phase 1b.

**Phase 2**

1. Michigan Avenue from Dart Boulevard to Carroll Street; 6 lanes prior to phase 2a.
2. Michigan Avenue from Carroll Street to Donegan Avenue; 6 lanes prior to phase 2a.
3. Michigan Avenue from Donegan Avenue to US 192; 6 lanes prior to phase 2b.
4. Dart Boulevard from Buenaventura Boulevard to Florida's Turnpike and from Osceola Boulevard to US 441; 6 lanes prior to phase 2b.
5. Dart Boulevard from Florida's Turnpike to Osceola Boulevard; 8 lane capacity improvement prior to phase 2b.

\* Alternate interchange design may negate this improvement.

**Status: The project is in compliance with all required transportation improvements.**

34. All hotels on site shall operate or have access to transit shuttles which will service the Orlando International Airport and local attractions.

**Status: There are no hotels on site.**

- ~~35. Parcel 1 of the Master Development Plan (Map H) shall be subject to a 50' building setback from the future north right-of-way line of Dart Boulevard (proposed 160' total roadway right-of-way).~~

**Status: This condition was deleted with the 1999 2<sup>nd</sup> Amendment to the DRI DO.**

36. The Florida Department of Transportation has initiated plans to construct an interchange at the intersection of Dart Boulevard and Florida's Turnpike. The precise land area required for the interchange shall be designated by FDOT within 45 days of the applicant's signing of the development order, but shall in no event exceed 10.9 acres (6.8 acres in the northwest quadrant and 4.1 acres in the southwest quadrant). The applicant agrees

to refrain from construction activity within the potential interchange area for a period of one (1) year commencing on the date of applicant signing of the development order. With regard to anything contained herein to the contrary notwithstanding, this provision shall not be construed by any third party to diminish the value of the lands covered.

**Status: The project met this condition.**

37. As it relates to the project' primary traffic impact area, the applicant shall pay a fair share cost to the Florida Department of Transportation for impacts to State maintained facilities consistent with the provisions of ECFRPC Rule 28F-3.11(3)(g), 380.06 (15)(e)(1), Florida Administrative Code. Said impacts and fees may be resolved through development order condition #28, contained herein.

**Status: In compliance; see Condition #28.**

38. Development is approved to occur in conformance with the following commitments and plan characteristics made by the applicant:

Stormwater Management

- The wet season water levels in the preserved wetlands will be controlled at natural pre-development levels (SFWMD conceptual application, p. 4-2)
- The use of wet detention ponds represents the primary means of stormwater treatment on the project site (ADA P. 22-12)

Floodplains

- Sufficient compensatory storage volume will be provided in the stormwater detention pond system such that project construction will not result in a net loss of basin storage volume for the 100 year/24 hour storm event (ADA, p. 22-5)

Wastewater Management

- The land uses proposed for the project are not anticipated to produce any pollutants that would vary from normal domestic wastewater (ADA, p. 21-1)
- On site wastewater treatment is not planned (ADA, p. 21-1)
- No septic tanks are planned for the project (ADA, p. 21-3)
- If hazardous waste producing tenants locate on-site, the applicant will require that all necessary precautions are taken to comply with CRPP regional issue 50 and all local, state, and federal requirements regarding the disposal of hazardous wastes (First Sufficiency Response, p. 29)

Water Supply

- Irrigation of road right-of-way and open space areas will be met using non-potable water. The xeriscape concept will be used in the landscaping (ADA, p. 23-1)
- If any water wells are observed on the site, they will be capped and abandoned (ADA, p. 23-3)
- The applicant will use treated wastewater effluent for irrigation when such a water source is made available to the site (First Sufficiency Response, p. 25)

Solid Waste

- On site disposal will not occur (ADA, p. 24-3)

Fire Protection

- Property sized pipes and pumping systems will be utilized to ensure adequate water flow and pressure are available for fire protection. An engineering analysis of all pipe sizes and hydraulic properties of the proposed system will be conducted to assure that all requirements are met. Fire protection systems for the project will be provided in accordance with the latest recommendations of the National Fire Protection Association, in conformance with the standard building code and standard plumbing code and the

requirements of utility and governmental agencies exercising jurisdiction over work at the project (ADA, p. 23-5)

**Environment**

- Average 50 foot, minimum 25 foot upland buffers are proposed along the upland limits of wetland #1 (north cypress swamp) and #2 (march fringe of northern swamp) combined and wetland #6 (Mill Slough). Wetland #4 (cypress dome next to Turnpike) is proposed to be utilized for stormwater detention and only a minimum 15' upland buffer is proposed (1<sup>st</sup> response – Dec. 7, 1990, page 9)
- All of wetlands #1, #2, and #4, all of wetland #5 (adjacent to Turnpike and south of Dart Blvd.), and most of wetland #6 will be preserved in their existing state or enhanced to improve their wetland function (ADA, page 16-6).

**Status: In compliance.**

39. The applicant agrees to work with the City to develop guidelines to be incorporated in the new City Development Regulations which will be mutually beneficial to both the Applicant and the City.

**Status: In compliance.**

40. Development shall occur in accordance with the City of Kissimmee Subdivision Regulations.

**Status: In compliance.**

~~41. Period of Effectiveness~~

~~The development order shall take effect after execution by the Mayor and the City Commission of the City of Kissimmee and the appeal period provided in Florida Statutes Section 380.7, Florida Statutes. The development order shall remain in effect for a period of 15 years, with the exception that if development equal to five percent of Phase 1 of the project has not been constructed within five years of issuance of the development order, then the development order shall expire unless extended by the City. The effectiveness of this development order may be extended upon a showing by the Developer that the completed portions and remaining portions of the development comply with the conditions of this development order and the provisions of Chapter 380.06, Florida Statutes.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

42. Annual Report Requirements

The Developer, its successors or assigns, will submit an annual report on or before the anniversary date of this order of each calendar year during the buildout of the development plan. Said annual report will be submitted to the City of Kissimmee, the East Central Florida Regional Planning Council, the Florida Department of Community Affairs, the Florida Department of Environmental Regulation, the Florida Department of Transportation, the South Florida Water Management District and any other affected permit agencies. The report shall include the information required under the conditions of approval and the information enumerated below and in the format specified in Form #BLWM-07-85 of the Florida Department of Community Affairs. The report to the City of Kissimmee shall also include a statement that all persons/agencies listed above have been sent copies of the Annual Report. In accordance with Chapter 380.06(18), Florida Statutes, failure to timely file an Annual Report may result in the temporary suspension of this Development Order. The report shall address the following:



- (a) Changes in the plan of development or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year;
- (b) A summary comparison of development activity proposed and actually conducted for the year;
- (c) Undeveloped tracts of land other than individual single-family lots, that have been sold to a separate entity or developer;
- (d) Identification and intended use of lands purchased, leased or optioned by the Development adjacent to the Development site indicated in the Application for Development Order, since this Development Order was issued;
- (e) An assessment of the Development's and local government's compliance with conditions of approval contained in this Development Order and the commitments which are contained in the Application for Development Approval and which have been identified by local government, the Regional Planning Council or the Department of Community Affairs as being significant.
- (f) Any known incremental development of regional impact ("DRI") applications for development approval or requests for a substantial deviation determination that were filed during the reporting year, or to be filed during the next year, relating to the development;
  - 1) An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
  - 2) A list of significant local, state, and federal permits which have been obtained or which are pending by agency.
- (g) A statement that all person/entities have been sent copies of the Annual Report in conformance with subsections 380.06(15) (f) and (18), Florida Statutes;
- (i) The final annual report shall include a statement indicating that all development authorized by the Development Order has been completed and all conditions of approval have been satisfied.

**Status: This Annual Report is submitted as part of the application for rescission of the DRI Development Order. The last known Annual Report was submitted for the Reporting Period 2007-2008.**

#### 43. Monitoring Mechanism

Compliance with the terms and conditions of this Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to City of Kissimmee Monitoring Procedures. The Administrative Official, as set forth in the City of Kissimmee's Land Development Regulations, shall be the official responsible for monitoring compliance by the developer with this Development Order.

**Status: Acknowledged.**

#### 44. ~~Restrictions on Down Zoning~~

~~This Development of Regional Impact will not be subject to down zoning, unit density reduction or intensity reduction for a period of five years from the effective date of this Development Order unless it is demonstrated that substantial changes in the conditions underlying the approval of this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the City of Kissimmee to be essential to the public health, safety or welfare.~~

**Status: This condition was revised with the 1996 1<sup>st</sup> Amendment to the DRI DO.**

45. **Modifications to the Development Order**

The Developer shall submit, simultaneously, to the City of Kissimmee, the East Central Florida Regional Planning Council and the Florida Department of Community Affairs (DA) any requests for approval of a proposed change to this Development Order. This submission shall be in a format established by the DCA and shall include as a minimum the precise language which is proposed for deletion or addition to the development order and a statement summarizing all previous changes that have been made to the development order.

**Status: Acknowledged.**

# **1<sup>st</sup> Amendment to Gateway Commons Development of Regional Impact Development Order - 1996**

## **Section I. Findings of Fact:**

1. The Developer's authorized agent is Joseph G. Kern, Esquire, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive, Orlando, FL 32801.

## **Section III. Development Order:**

- ~~2. The project shall consist of a total of 1,050 hotel rooms, 532,000 square feet of retail development, and 600,000 square feet of business park on 208.2 acres. Phase 1 of the project shall consist of 532,000 square feet with a phase buildout of December 30, 2000. Phase 2 shall consist of 1,050 hotel rooms and 600,000 square feet of business park with a phase/project buildout of December 30, 2005. The amended conceptual development program is attached hereto as Exhibit "B".~~

**Status:** This information was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.

- ~~3. If five percent of Phase 1 of the project (26,600 square feet of commercial space of any combination which equals five percent of development) is not constructed by August 5, 2001, then the Development Order shall expire.~~

**Status:** This information was revised with the 1999 2<sup>nd</sup> Amendment to the DRI DO.

41. This Development Order shall take effect after execution by the Mayor and the City Commission of the City of Kissimmee and the appeal period provided in Section 380.07, Florida Statutes. The Development Order shall remain in effect until August 5, 2012, with the exception that if development equal to five percent of Phase I of the project has not been constructed by August 5, 2001, then the development order shall expire unless extended by the City. The effectiveness of this development order may be extended upon a showing by the Developer that the completed portions and remaining portions of this development order comply with the conditions of this development order and the provisions of Chapter 380.06, Florida Statutes.

**Status:** In compliance.

44. Restrictions on Down Zoning This Development of Regional Impact will not be subject to down zoning, unit intensity reduction or intensity reduction until August 5, 2001 unless it is demonstrated that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the City of Kissimmee to be essential to the public health, safety and welfare.

**Status:** In compliance.

## **2<sup>nd</sup> Amendment to Gateway Commons Development of Regional Impact Development Order - 1999**

1. The legal description to the Project attached to the Development Order as Exhibit "1" is hereby deleted in its entirety and the legal description attached hereto as Exhibit "A" is inserted in lieu, in place and instead thereof.
2. Paragraph 4 of Section II, Conclusions of Law, of the Development Order is hereby deleted in its entirety and the following new Paragraph 4 of Section II, is hereby inserted in lieu, in place and instead therefore to wit:

"This Development Order constitutes final approval of use of the Property for a total of 700 hotel rooms, 695,000 square feet of commercial development and 265,000 square feet of business park on 195.7 acres, as more particularly detained in the Findings of Fact above and as described in the ADA/DRI and incorporated by the reference, and subsequently amended by sufficiency responses, and the NOPC filed with the City and as may be amended by the terms and conditions of this Development Order."

3. Paragraphs 2 and 3 of Section III, of the Development Order are hereby deleted in their entirety and the following Paragraphs 2 and 3 are hereby inserted in lieu, in place and instead thereof, to-wit:

"2. The project shall consist of a total of 700 hotel rooms, 695,000 square feet of commercial development and 265,000 square feet of business park on 195.7 acres. Phase 1 of the project shall consist of 585,000 square feet of commercial and 15,000 square feet of business park and 300 hotel rooms with a phase buildout of December 30, 2000. Phase 2 shall consist of 110,000 square feet of commercial, 400 hotel rooms and 250,000 square feet of business park with a phase/project buildout of December 30, 2005.

3. If five percent of Phase 1 of the project (34,750 square feet of commercial space or any combination which equals five percent of development) is not constructed by August 5, 2001 then the Development Order shall expire."

**Status: In compliance.**

4. Paragraph 8 of the Development Order shall be amended by adding the following sentence at the end of said paragraph:

"Off-site mitigation shall be included as an acceptable method of mitigating on-site losses of viable wetlands, subject to meeting all applicable governmental rules and regulations."

**Status: In compliance.**

5. Paragraph 25 of Section III of the Development Order is hereby deleted in its entirety and the following Paragraph 25 is hereby inserted in lieu, in place and instead thereof, to wit:

"25. For the purpose of the transportation conditions, the Gateway Commons DRI project shall be divided into the following phases based upon anticipated daily

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Status document.docx



external trip generation. These daily external trip volumes are based upon development level equivalents as calculated from Trip Generation, 6<sup>th</sup> Edition published by the Institute of Transportation Engineers. Monitoring is required when the external trip generation volume for each phase is met.

| Phase | Per Phase | Cumulative |
|-------|-----------|------------|
| 1     | 28,774    | 28,774     |
| 2     | 12,807    | 41,581     |

\* Note: No certificate of occupancy shall be issued for any development of the project unless (i) construction has commenced on the widening of Michigan Avenue to four (4) lanes between Osceola Parkway and Carroll Street or (ii) the agreement referenced in the last paragraph or Condition #28 of Section III is fully executed.

**Status: In compliance.**

6. Paragraph 26 of Section III, is hereby deleted in its entirety, and the following Paragraph 26 is hereby inserted, in lieu, in place and instead thereof, to wit:

"26. Prior to the initiation of Phase 2, a monitoring and modeling program shall be performed to ascertain the LOS on facilities where the Gateway Commons project is estimated to contribute an amount of traffic greater than or equal to ten percent of the roadway's LOS "C" service volume. The methodology of the monitoring modeling program shall be agreed upon by the East Central Florida Regional Planning Council, Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation, the Department of Community Affairs and the applicant. A list of facilities (\*) may include but shall not be limited to the following:

**Roadway and Roadway Links**

US 441  
US 192 to Donegan Avenue  
Donegan Avenue to Carroll Street  
Carroll Street to Osceola Parkway

**John Young Parkway**

Osceola Parkway to Hunter's Creek Boulevard  
Buenaventura Boulevard  
Boggy Creek Road to Florida Parkway  
Florida Parkway to the SR 417

**Florida Parkway**

Buenaventura Boulevard to Osceola Parkway  
Florida's Turnpike  
US 17/92 to Osceola Parkway to Southern Connector  
Osceola Parkway to US 192

**CR 527 (Old Dixie Highway)**

Carroll Street to Osceola Parkway  
Osceola Parkway to Town Center Boulevard  
Town Center Boulevard to SR 417

Michigan Avenue

Osceola Parkway to Carroll Street  
Carroll Street to Donegan Avenue  
Donegan Avenue to US 192

Osceola Parkway

Boggy Creek Road to Buenaventura Boulevard  
Buenaventura Boulevard to Florida Parkway  
Florida Parkway to Florida's Turnpike  
Florida's Turnpike to Michigan Avenue  
Michigan Avenue to CR 527 north  
CR 527 north to CR 527 south  
CR 527 south to US 441  
US 441 to Bermuda Avenue

Donegan Street

Michigan Avenue to Old Dixie Highway (CR 527)  
Old Dixie Highway (CR 527) to US 441

Bill Beck Boulevard (the constructed portion)

Woodcrest to Osceola Parkway

\* to include intersections of these roadways and other collector and high classified roadways which intersect these roadways and interchange ramps."

**Status: The project is in Phase 1.**

7. Paragraph 27 of Section III of the Development Order is hereby deleted in its entirety and inserted in lieu, in place and instead thereof is the following new Paragraph 27, to wit:

"27. The Gateway Commons project shall not commence beyond Phase 1, or beyond and equivalent 28,774 external average daily trips (ADT), into Phase 2 when service levels are below service level "D" peak hour (LOS "C" on rural designated roadways) and the project contributes ten percent or greater to the LOS "C" service volume of the roadway or intersection as determined by the monitoring program required in the preceding condition, unless mitigation measures and/or improvements are secured and committed to occur on deficient facilities during the next phase.

Prior to the commencement of Phase 2, the applicant must also demonstrate, by means of a monitoring/modeling study which assesses current conditions and projects the impacts of the next phase of traffic, to the satisfaction of the East Central Florida Regional Planning Council, Osceola County, Orange County, the City of Kissimmee, the Florida Department of Transportation and the Department of Community Affairs that where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the next applicable phase of traffic (along with cumulative project traffic) will not adversely affect service levels (below service level "D" peak hour on urban roadways and service level "C" on rural roadways) or demonstrate that the necessary improvements are committed to occur during said phase. Proof of mitigation must include identification of committed funding sources, and a reasonable guarantee of scheduling within the required time frame.

Otherwise, further building permits shall not be issued by the jurisdictional government.”

**Status: The project is in Phase 1.**

8. Paragraph 28 of Section III of the Development Order is hereby modified by adding the following paragraph at the end of the existing Paragraph 28 to wit:

In addition to the agreement set forth hereinabove, the applicant shall use his best efforts to enter into an agreement with the City of Kissimmee and Osceola County, said agreement to be entered into within three months of the issuance of this Development Order for this project. Said agreement shall address the funding mechanisms (to include transportation impact fee credits), for improvements to widen Michigan Avenue to a four lane urban section from Carroll Street to Osceola Parkway. Said agreement shall also address the construction of Bill Beck Blvd. from Osceola Parkway to Woodcrest in a two lane rural configuration.

**Status: A Joint Facilitation of Public Infrastructure Agreement was executed in 2001, and subsequently amended in 2002.**

9. Paragraph 33 of Section III of the Development Order is hereby deleted in its entirety in lieu, in place and instead thereof is hereby substituted the following Paragraph 33, to wit:

“33. The following roadway improvements shall be constructed at the specified project generated ADT levels or phases. It is understood that these improvements may not be needed or may be insufficient based upon the actual area wide development levels. Accordingly, some of these improvements may be delayed or eliminated or alternative improvements may be constructed, so long as adequate levels of service are maintained on significantly impacted facilities. Prior to the time-frame or intensity of development which requires construction of the improvements, the Applicant or successors may demonstrate that the improvement is not necessary as listed within this condition; however, the burden of proof rests with the applicant and the final decision rests with Osceola County and the Department of Transportation on state facilities.

#### Phase 1

Michigan Avenue from Osceola Parkway to Carroll Street; this shall be completed as a 4 lane urban roadway section prior development which results in an anticipated external trip generation exceeding 15,300 ADT. No building permits shall be issued for development which results in an anticipated net new external trip generation exceeding 10,000 ADT until contracts have been let for the commencement of the construction of Michigan Avenue as a four lane urban section from Carroll Street to Osceola Parkway. Certificates of occupancy for use anticipated to generate greater than 15,300 ADT shall not be issued until the substantial completion of Michigan Avenue as provided herein. For the purposes of this development order condition, “substantial completion of Michigan Avenue” shall mean the opening up for traffic of Michigan Avenue as a four lane urban section from Osceola Parkway to Carroll Street.

#### Phase 2

1. Bill Beck Boulevard for Osceola Parkway to Woodcrest; 2 lanes with right-of-way reserved for 4 lanes, two lanes prior to Phase 2.

2. Osceola Parkway from Buenaventura Boulevard to Florida's Turnpike and from Bill Beck Boulevard to US 441; 6 lanes prior to Phase 2.
3. Osceola Parkway from Florida's Turnpike to Bill Beck Boulevard; 8 lane capacity improvement prior to Phase 2.
4. Michigan Avenue from Carroll Street to US 192, 6 lanes prior to Phase 2.

It is acknowledged that the City of Kissimmee's Comprehensive Plan is in compliance with Chapter 163, Part II, F.S., and the plan includes a transportation concurrency management system that recognizes improvements scheduled within the first three years of the capital improvements schedule (pursuant to Rule 9J-5.0055(2)(c), FAC). Therefore, those scheduled improvements and those improvements identified as scheduled for construction within the first three years of the current Florida Department of Transportation improvement program may be counted as committed for the purposes of this Development Order. Committed improvements may also include (i) a binding financially secured and irrevocable commitment by the Developer or other applicable persons or entities for the design engineering and actual construction of the necessary improvements (with the posting of cash bond, surety bond, irrevocable letter of credit or other security in a form satisfactory to the City of Kissimmee (or the applicable government of jurisdiction)), which requires construction to occur during the applicable phase and must be in accordance with the requirements of the City of Kissimmee (or the applicable government of jurisdiction) Comprehensive Plan, or (ii) any alternative agreed upon by the City of Kissimmee (and any other applicable government jurisdiction), the ECFRPC, the DCA and the Developer and incorporated into the Development Order by amendment.

**Status: In compliance.**

10. The Gateway Commons Master Development Plan (Map H) of the Project dated April 12, 1999, attached hereto as Exhibit "B" is hereby incorporated into the Development Order.

**Status: In compliance.**

11. The Gateway Commons Conceptual Development Program for the Project attached to the Development Order is hereby deleted in its entirety and lieu, in place and instead thereof is substituted the Conceptual Development Program as shown on the Master Development Plan (Map H) attached hereto as Exhibit "B".

**Status: In compliance.**

12. Paragraph 35, of Section III of the Development Order is hereby deleted in its entirety.

**Status: Acknowledged.**

13. With the exception of the forgoing modifications, all other conditions of the Development Order shall remain in full force and effect and shall be binding upon the Developer's heirs, assigns, transferees, devisees and successors in interest, by whatever means, and shall run with, burden and be a servitude upon the Project.

**Status: Acknowledged.**



### SECTION 3: DRI TRANSPORTATION ANALYSIS

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### **Gateway Commons DRI Trip Generation Counts and Analysis**

As per the "Proposed Transportation Methodology" outline by Kimley-Horn, copy attached, daily trip generation counts were made at the four entrances serving Gateway Commons. **Figure 1** depicts the existing Gateway Commons development and site entrances. The counts were made with the use of mechanical traffic counters which recorded entering and exiting traffic by 15-minute intervals. The counts were made on two weekdays, October 25 (Wednesday) and October 26 (Thursday) 2017. From these counts which are appended to this document, the daily and PM peak hour counts of entering and exiting traffic were determined as summarized in **Table 1**. The two weekday counts resulted the following average daily and PM peak hour trip generation for Gateway Commons:

- Daily Generation .....37,071 vph
- PM Peak Hour Generation .....2,664 vph

As per ITE, 34% of the generated trips are pass-by trips attracted from the existing traffic stream on Osceola parkway. This very same percentage is used by the City in its Mobility Fee Calculator in the assessment of impact fees. Kimley-Horn proposed the use of the ITE equation,  $\ln(T) = (-) 0.29 \ln(x) + 5$  in determining the pass by trip capture from the 2<sup>nd</sup> Edition of the ITE Trip Generation Handbook (June 2004). Due to the low coefficient of determination ( $R^2 = 0.37$ ), the 3<sup>rd</sup> Edition of the ITE Trip Generation Handbook no longer includes this equation.

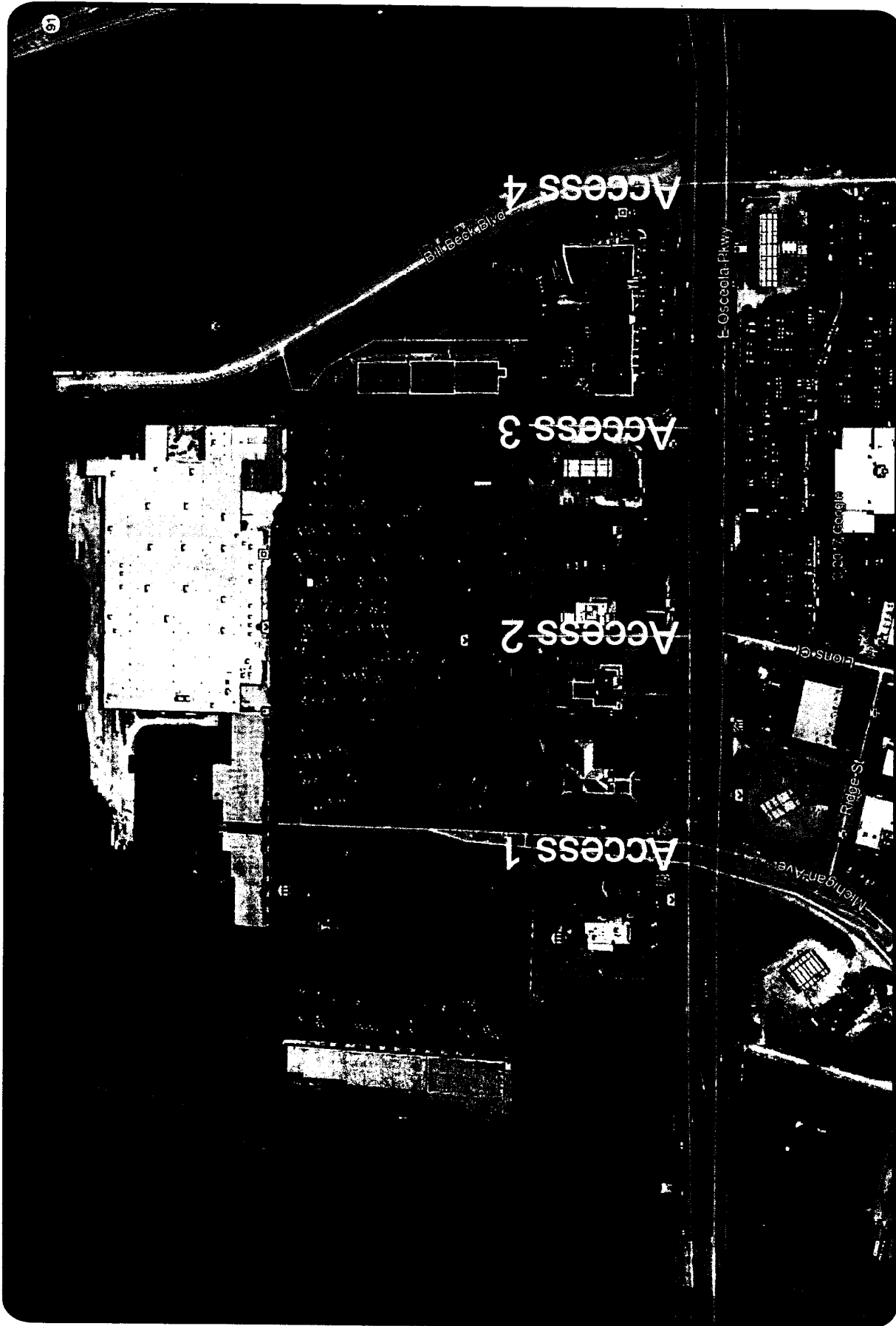
Applying a pass-by trip capture of 34% results in 24,467 new net daily trips generated by the existing Gateway Commons development. The Phase 1 of the Gateway Commons DRI has a new net trip threshold of 28,774 vehicles. This volume threshold is greater than the actual trips of 24,467 vehicles measured in the field at the site entrances. Since the actual trips are less than 28,774, all required mitigation has been completed for Phase 1 of the DRI.

**TPD# 4886  
November 13, 2017**

---

**Traffic Planning and Design, Inc.**

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



**Existing Gateway Commons  
& Site Entrances**

Gateway Commons  
Project No 4886  
Figure 1

**Table 1**  
**Gateways Commons Traffic Counts Summary**

| 1 | McDonald's     | Enter | 10,006 | 696   | 9,959  | 762   | 9,983  | 729   |
|---|----------------|-------|--------|-------|--------|-------|--------|-------|
|   |                | Exit  | 11,777 | 879   | 11,854 | 863   | 11,816 | 871   |
| 2 | Chase Bank     | Enter | 1,890  | 150   | 1,881  | 181   | 1,886  | 166   |
|   |                | Exit  | 1,702  | 128   | 1,945  | 155   | 1,824  | 142   |
| 3 | Panera         | Enter | 3,523  | 210   | 3,884  | 217   | 3,704  | 214   |
|   |                | Exit  | 2,571  | 154   | 2,672  | 170   | 2,622  | 162   |
| 4 | Plaza Entrance | Enter | 2,729  | 207   | 2,910  | 223   | 2,824  | 215   |
|   |                | Exit  | 2,432  | 175   | 2,391  | 154   | 2,412  | 165   |
|   | Driveways      | Enter | 18,157 | 1,263 | 18,634 | 1,383 | 18,397 | 1,324 |
|   |                | Exit  | 18,482 | 1,336 | 18,862 | 1,342 | 18,674 | 1,340 |
|   | Total          | ----- | 36,639 | 2,599 | 37,496 | 2,725 | 37,071 | 2,664 |



# Kimley»Horn

October 4, 2017

Mr. Bob Wright  
Project Coordinator  
Development Services Department  
City of Kissimmee  
101 Church Street  
Kissimmee, Florida 34741

**RE: Gateway DRI – Proposed Transportation Methodology**

Dear Mr. Wright:

This proposed methodology outline was developed in response to the 9/25/17 meeting on the DRI.

**DRI Status:**

- Based on the original DRI Regional Report prepared by the ECFRPC (1991), Phase 1 was to be complete by 1995 and Phase 2 by 2000.
- The 1<sup>st</sup> amendment changed the Phase 1 buildout date to 2000, the Phase 2 buildout date to 2005, and the development order expiration date to August 5, 2011.
- The 2<sup>nd</sup> amendment changed the Phase 1 mitigation requirements to only include Michigan Avenue, from Osceola Parkway to Carroll Street as a 4-lane roadway.
- The Joint Facilitation of Public Infrastructure for Michigan Avenue and Bill Beck Boulevard from 2001 was an agreement for the developer to construct improvements to Michigan Avenue (as a 5-lane roadway) in exchange for impact fee credits. The developer agreed to provide additional right-of-way for the Bill Beck Boulevard extension, and the City agreed to donate a short portion of Bill Beck Boulevard (from Woodcrest Boulevard to the southern property line of Gateway DRI). The County agreed to construct Bill Beck Boulevard from Woodcrest Boulevard to Osceola Parkway.

**Traffic Analysis and Process:**

- Count daily trips accessing the DRI, summarizing by daily and peak-hour. Provide raw count data in the appendix with information summarized for hourly and 15-minute intervals.
- Apply ITE pass-by percentage based on the equation:  $\text{Ln}(T) = -0.29 \text{Ln}(X) + 5$ . Assuming that 407,609 square feet of retail has been built, this results in a pass-by percentage of 26%.
- Calculate daily trip generation (not including pass-by trips).
- Compare to Phase 1 trip threshold of 28,774.
- If actual trips are less than 28,774, all required mitigation has been completed.
- If actual trips are more than 28,774, document the history of payments (by year) of impact fees and other payments, including the recipient of the payments. The City will review this information to determine if this provides sufficient mitigation or if additional steps need to be taken.

K:\ORL\_TPTON\49689103\_Kissimmee DRI Review\04\_Review\Gateway DRI\_Methodology\_Transportation.docx

kimley-horn.com

3600 Maguire Blvd, Suite 200, Orlando, FL 32803

407-898-1511

**Appendix**  
**Raw Traffic Count Data**

# VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025005.PRN

Station : 000000000001

Identification : 000000000001

Interval : 15 minutes

Start date : Oct 25, 17

Start time : 00:00

Stop date : Oct 26, 17

Stop time : 24:00

City/Town :

County :

Location : 4 MCDONALDS ENTRANCE IN

\*\*\*\*\*

### Oct 25 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 31 | 10 | 13 | 8  | 12 | 14 | 56 | 79 | 99  | 153 | 163 | 170 |
| 30       | 20 | 3  | 10 | 7  | 8  | 20 | 42 | 77 | 119 | 169 | 168 | 170 |
| 45       | 16 | 11 | 9  | 10 | 12 | 25 | 48 | 68 | 141 | 145 | 186 | 188 |
| 00       | 13 | 13 | 14 | 8  | 8  | 40 | 80 | 90 | 148 | 158 | 154 | 217 |

Hr Total 80 37 46 33 40 99 226 314 507 625 671 745

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| 15       | 214 | 186 | 158 | 222 | 171 | 162 | 118 | 179 | 141 | 86  | 58 | 37 |
| 30       | 185 | 198 | 192 | 181 | 178 | 186 | 135 | 147 | 98  | 111 | 61 | 38 |
| 45       | 232 | 155 | 153 | 189 | 173 | 173 | 176 | 132 | 97  | 62  | 30 | 44 |
| 00       | 196 | 180 | 152 | 208 | 174 | 132 | 133 | 120 | 96  | 69  | 33 | 32 |

Hr Total 827 719 655 800 696 653 562 578 432 328 182 151

24 Hour Total : 10006

AM peak hour begins : 11:30

AM peak volume : 804

Peak hour factor : 0.87

PM peak hour begins : 12:00

PM peak volume : 827

Peak hour factor : 0.89

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### Oct 26 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 37 | 18 | 8  | 10 | 14 | 19 | 39 | 82 | 97  | 133 | 126 | 149 |
| 30       | 13 | 14 | 6  | 7  | 6  | 17 | 35 | 57 | 100 | 175 | 140 | 188 |
| 45       | 22 | 8  | 7  | 2  | 7  | 26 | 52 | 80 | 119 | 133 | 139 | 179 |
| 00       | 18 | 12 | 10 | 16 | 19 | 35 | 82 | 76 | 125 | 162 | 180 | 191 |

Hr Total 90 52 31 35 46 97 208 295 441 603 585 707

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| 15       | 202 | 193 | 178 | 169 | 229 | 186 | 150 | 135 | 134 | 72 | 60 | 39 |
| 30       | 175 | 232 | 201 | 164 | 186 | 164 | 155 | 152 | 102 | 81 | 34 | 44 |
| 45       | 189 | 198 | 149 | 172 | 175 | 171 | 174 | 132 | 127 | 91 | 60 | 39 |
| 00       | 221 | 185 | 195 | 122 | 172 | 187 | 183 | 128 | 92  | 89 | 39 | 42 |

Hr Total 787 808 723 627 762 708 662 547 455 333 193 164

24 Hour Total : 9959

AM peak hour begins : 11:15

AM peak volume : 760

Peak hour factor : 0.94

PM peak hour begins : 12:45

PM peak volume : 844

Peak hour factor : 0.91

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# VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025006.PRN  
 Station : 000000000005  
 Identification : 000000000005  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 4 MCDONALDS ENTRANCE OUT  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

\*\*\*\*\*

### Oct 25 Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07  | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 15       | 60 | 24 | 22 | 18 | 10 | 6  | 30 | 93  | 65  | 118 | 141 | 177 |
| 30       | 31 | 13 | 18 | 14 | 10 | 18 | 31 | 112 | 107 | 141 | 155 | 220 |
| 45       | 38 | 9  | 8  | 12 | 11 | 20 | 41 | 84  | 127 | 157 | 221 | 189 |
| 00       | 23 | 9  | 12 | 8  | 14 | 25 | 48 | 83  | 124 | 132 | 209 | 237 |

| Hr Total | 152 | 55 | 60 | 52 | 45 | 69 | 150 | 372 | 423 | 548 | 726 | 823 |
|----------|-----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
|----------|-----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| 15       | 196 | 225 | 207 | 194 | 232 | 199 | 194 | 191 | 161 | 134 | 81 | 81 |
| 30       | 248 | 226 | 230 | 201 | 220 | 213 | 186 | 194 | 168 | 108 | 95 | 45 |
| 45       | 238 | 234 | 187 | 236 | 205 | 200 | 189 | 203 | 159 | 130 | 74 | 49 |
| 00       | 224 | 239 | 201 | 210 | 222 | 178 | 186 | 185 | 127 | 108 | 52 | 37 |

| Hr Total | 906 | 924 | 825 | 841 | 879 | 790 | 755 | 773 | 615 | 480 | 302 | 212 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

24 Hour Total : 11777

AM peak hour begins : 11:30 AM peak volume : 870 Peak hour factor : 0.88

PM peak hour begins : 12:15 PM peak volume : 935 Peak hour factor : 0.94

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### Oct 26 Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07  | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 15       | 25 | 26 | 17 | 12 | 10 | 21 | 19 | 81  | 74  | 145 | 145 | 188 |
| 30       | 33 | 24 | 11 | 9  | 10 | 11 | 39 | 114 | 109 | 130 | 169 | 184 |
| 45       | 26 | 10 | 7  | 6  | 4  | 14 | 52 | 76  | 110 | 118 | 169 | 190 |
| 00       | 23 | 14 | 5  | 11 | 13 | 22 | 49 | 83  | 117 | 134 | 166 | 194 |

| Hr Total | 107 | 74 | 40 | 38 | 37 | 68 | 159 | 354 | 410 | 527 | 649 | 756 |
|----------|-----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
|----------|-----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|
| 15       | 205 | 224 | 216 | 214 | 184 | 201 | 208 | 175 | 189 | 132 | 157 | 84 |
| 30       | 251 | 217 | 257 | 213 | 239 | 206 | 192 | 190 | 145 | 114 | 268 | 78 |
| 45       | 189 | 225 | 230 | 221 | 222 | 198 | 214 | 191 | 169 | 116 | 99  | 47 |
| 00       | 197 | 224 | 221 | 195 | 218 | 191 | 184 | 154 | 152 | 102 | 81  | 36 |

| Hr Total | 842 | 890 | 924 | 843 | 863 | 796 | 798 | 710 | 655 | 464 | 605 | 245 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

24 Hour Total : 11854

AM peak hour begins : 11:30 AM peak volume : 840 Peak hour factor : 0.84

PM peak hour begins : 13:45 PM peak volume : 927 Peak hour factor : 0.90

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**VERSATILE TRAFFIC DATA, INC**

**Volume Report with 24 Hour Totals**

Page 1

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```

Data File       : D1025004.PRN
Station        : 000000000001
Identification  : 000000000001
Start date     : Oct 25, 17
Stop date      : Oct 26, 17
City/Town      :
Location       : 3 CHACE BANK ENTRANCE IN
Interval       : 15 minutes
Start time     : 00:00
Stop time      : 24:00
County         :
    
```

\*\*\*\*\*

**Oct 25 Northbound Volume**

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 11 | 0  | 6  | 4  | 6  | 3  | 7  | 19 | 16 | 29 | 27 | 27 |
| 30       | 5  | 0  | 0  | 4  | 2  | 4  | 12 | 12 | 27 | 36 | 54 | 28 |
| 45       | 6  | 0  | 2  | 2  | 4  | 8  | 3  | 11 | 21 | 39 | 29 | 41 |
| 00       | 5  | 0  | 3  | 2  | 10 | 3  | 17 | 13 | 33 | 47 | 24 | 53 |

|                 |           |          |           |           |           |           |           |           |           |            |            |            |
|-----------------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|
| <b>Hr Total</b> | <b>27</b> | <b>0</b> | <b>11</b> | <b>12</b> | <b>22</b> | <b>18</b> | <b>39</b> | <b>55</b> | <b>97</b> | <b>151</b> | <b>134</b> | <b>149</b> |
|-----------------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 39 | 26 | 32 | 30 | 36 | 30 | 37 | 34 | 24 | 24 | 10 | 4  |
| 30       | 35 | 30 | 30 | 47 | 48 | 36 | 37 | 19 | 29 | 10 | 12 | 3  |
| 45       | 18 | 31 | 25 | 47 | 32 | 29 | 36 | 29 | 23 | 11 | 6  | 3  |
| 00       | 25 | 31 | 22 | 26 | 34 | 34 | 10 | 20 | 12 | 5  | 0  | 4  |

|                 |            |            |            |            |            |            |            |            |           |           |           |           |
|-----------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|
| <b>Hr Total</b> | <b>117</b> | <b>118</b> | <b>109</b> | <b>150</b> | <b>150</b> | <b>129</b> | <b>120</b> | <b>102</b> | <b>88</b> | <b>50</b> | <b>28</b> | <b>14</b> |
|-----------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|

24 Hour Total : 1890

AM peak hour begins : 11:30 AM peak volume : 168 Peak hour factor : 0.79

PM peak hour begins : 15:30 PM peak volume : 157 Peak hour factor : 0.82

\*\*\*\*\*

**Oct 26 Northbound Volume**

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 4  | 0  | 3  | 4  | 0  | 2  | 5  | 14 | 23 | 31 | 30 | 31 |
| 30       | 0  | 0  | 2  | 0  | 0  | 4  | 13 | 15 | 23 | 34 | 28 | 29 |
| 45       | 4  | 4  | 2  | 3  | 0  | 5  | 12 | 29 | 26 | 45 | 46 | 35 |
| 00       | 12 | 0  | 0  | 3  | 2  | 4  | 11 | 17 | 42 | 27 | 55 | 29 |

|                 |           |          |          |           |          |           |           |           |            |            |            |            |
|-----------------|-----------|----------|----------|-----------|----------|-----------|-----------|-----------|------------|------------|------------|------------|
| <b>Hr Total</b> | <b>20</b> | <b>4</b> | <b>7</b> | <b>10</b> | <b>2</b> | <b>15</b> | <b>41</b> | <b>75</b> | <b>114</b> | <b>137</b> | <b>159</b> | <b>124</b> |
|-----------------|-----------|----------|----------|-----------|----------|-----------|-----------|-----------|------------|------------|------------|------------|

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 27 | 35 | 25 | 24 | 41 | 26 | 35 | 29 | 23 | 10 | 5  | 4  |
| 30       | 25 | 27 | 15 | 34 | 61 | 38 | 33 | 39 | 17 | 12 | 4  | 9  |
| 45       | 27 | 29 | 29 | 19 | 38 | 17 | 29 | 15 | 30 | 21 | 11 | 5  |
| 00       | 28 | 30 | 26 | 32 | 41 | 33 | 21 | 32 | 16 | 24 | 18 | 4  |

|                 |            |            |           |            |            |            |            |            |           |           |           |           |
|-----------------|------------|------------|-----------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|
| <b>Hr Total</b> | <b>107</b> | <b>121</b> | <b>95</b> | <b>109</b> | <b>181</b> | <b>114</b> | <b>118</b> | <b>115</b> | <b>86</b> | <b>67</b> | <b>38</b> | <b>22</b> |
|-----------------|------------|------------|-----------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|

24 Hour Total : 1881

AM peak hour begins : 10:30 AM peak volume : 161 Peak hour factor : 0.73

PM peak hour begins : 16:00 PM peak volume : 181 Peak hour factor : 0.74

\*\*\*\*\*



# VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

\*\*\*\*\*

Data File : D1025001.PRN  
 Station : 000000000005  
 Identification : 000000000005  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 3 CHACE BANK ENTRANCE OUT  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

\*\*\*\*\*

### Oct 25 Southbound Volume

| End Time | 00  | 01  | 02 | 03  | 04  | 05  | 06 | 07 | 08 | 09 | 10  | 11  |
|----------|-----|-----|----|-----|-----|-----|----|----|----|----|-----|-----|
| 15       | 0   | 3   | 0  | 0   | 3   | 0   | 6  | 8  | 14 | 4  | 37  | 34  |
| 30       | 0   | 3   | 0  | 5   | 0   | 0   | 8  | 3  | 20 | 33 | 39  | 34  |
| 45       | 4   | 0   | 0  | 3   | 0   | 9   | 9  | 13 | 11 | 20 | 28  | 44  |
| 00       | 6   | 3   | 0  | 0   | 6   | 3   | 8  | 11 | 15 | 34 | 17  | 51  |
| Hr Total | 10  | 9   | 0  | 8   | 9   | 12  | 31 | 35 | 60 | 91 | 121 | 163 |
| End Time | 12  | 13  | 14 | 15  | 16  | 17  | 18 | 19 | 20 | 21 | 22  | 23  |
| 15       | 23  | 67  | 27 | 23  | 28  | 21  | 15 | 15 | 22 | 11 | 10  | 12  |
| 30       | 34  | 27  | 32 | 32  | 43  | 55  | 14 | 13 | 19 | 13 | 6   | 0   |
| 45       | 35  | 50  | 20 | 43  | 27  | 18  | 32 | 36 | 10 | 12 | 5   | 5   |
| 00       | 117 | 29  | 16 | 17  | 27  | 34  | 16 | 9  | 21 | 0  | 2   | 10  |
| Hr Total | 209 | 173 | 95 | 115 | 125 | 128 | 77 | 73 | 72 | 36 | 23  | 27  |

24 Hour Total : 1702  
 AM peak hour begins : 11:00 AM peak volume : 163 Peak hour factor : 0.80  
 PM peak hour begins : 12:45 PM peak volume : 261 Peak hour factor : 0.56  
 \*\*\*\*\*

### Oct 26 Southbound Volume

| End Time | 00  | 01  | 02  | 03  | 04  | 05  | 06  | 07 | 08 | 09  | 10  | 11  |
|----------|-----|-----|-----|-----|-----|-----|-----|----|----|-----|-----|-----|
| 15       | 3   | 6   | 3   | 0   | 0   | 2   | 3   | 3  | 1  | 25  | 23  | 22  |
| 30       | 4   | 2   | 3   | 2   | 0   | 4   | 9   | 1  | 9  | 32  | 11  | 44  |
| 45       | 6   | 0   | 0   | 0   | 3   | 0   | 6   | 21 | 14 | 32  | 16  | 27  |
| 00       | 3   | 6   | 0   | 1   | 0   | 0   | 0   | 3  | 26 | 20  | 32  | 45  |
| Hr Total | 16  | 14  | 6   | 3   | 3   | 6   | 18  | 28 | 50 | 109 | 82  | 138 |
| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19 | 20 | 21  | 22  | 23  |
| 15       | 33  | 29  | 54  | 33  | 25  | 31  | 46  | 19 | 26 | 19  | 20  | 7   |
| 30       | 47  | 38  | 28  | 43  | 41  | 24  | 12  | 17 | 15 | 17  | 163 | 6   |
| 45       | 32  | 68  | 39  | 39  | 54  | 26  | 27  | 19 | 25 | 15  | 30  | 5   |
| 00       | 35  | 34  | 25  | 35  | 35  | 33  | 35  | 26 | 8  | 13  | 5   | 16  |
| Hr Total | 147 | 169 | 146 | 150 | 155 | 114 | 120 | 81 | 74 | 64  | 218 | 34  |

24 Hour Total : 1945  
 AM peak hour begins : 11:30 AM peak volume : 152 Peak hour factor : 0.81  
 PM peak hour begins : 21:45 PM peak volume : 226 Peak hour factor : 0.35

# VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025002.PRN  
 Station : 000000000001  
 Identification : 000000000001  
 Start date : Oct 25, 17  
 Stop date : Oct 26, 17  
 City/Town :  
 Location : 2 PANERA ENTRANCE IN  
 Interval : 15 minutes  
 Start time : 00:00  
 Stop time : 24:00  
 County :

\*\*\*\*\*

### Oct 25 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 10 | 1  | 3  | 0  | 2  | 4  | 18 | 50 | 55 | 48 | 80 | 77 |
| 30       | 6  | 3  | 0  | 9  | 3  | 6  | 21 | 38 | 56 | 80 | 44 | 82 |
| 45       | 4  | 7  | 2  | 2  | 7  | 7  | 18 | 53 | 33 | 47 | 68 | 69 |
| 00       | 4  | 1  | 4  | 0  | 2  | 7  | 33 | 40 | 52 | 86 | 60 | 63 |

Hr Total 24 12 9 11 14 24 90 181 196 261 252 291

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 72 | 44 | 64 | 55 | 57 | 70 | 49 | 64 | 25 | 21 | 17 | 9  |
| 30       | 78 | 46 | 47 | 80 | 46 | 55 | 65 | 47 | 39 | 29 | 7  | 7  |
| 45       | 67 | 60 | 53 | 77 | 63 | 34 | 56 | 62 | 46 | 29 | 23 | 9  |
| 00       | 51 | 90 | 49 | 39 | 44 | 47 | 47 | 54 | 31 | 12 | 11 | 11 |

Hr Total 268 240 213 251 210 206 217 227 141 91 58 36

24 Hour Total : 3523

AM peak hour begins : 09:15 AM peak volume : 293 Peak hour factor : 0.85

PM peak hour begins : 12:00 PM peak volume : 268 Peak hour factor : 0.86

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### Oct 26 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 |
|----------|----|----|----|----|----|----|----|----|----|----|----|----|
| 15       | 0  | 4  | 3  | 0  | 0  | 6  | 12 | 49 | 45 | 48 | 57 | 43 |
| 30       | 7  | 1  | 2  | 3  | 5  | 4  | 42 | 25 | 54 | 62 | 55 | 71 |
| 45       | 1  | 4  | 2  | 0  | 2  | 5  | 30 | 28 | 54 | 45 | 60 | 82 |
| 00       | 4  | 2  | 2  | 5  | 3  | 10 | 43 | 64 | 68 | 68 | 52 | 60 |

Hr Total 12 11 9 8 10 25 127 166 221 223 224 256

| End Time | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22  | 23 |
|----------|----|----|----|----|----|----|----|----|----|----|-----|----|
| 15       | 64 | 42 | 64 | 52 | 27 | 61 | 52 | 78 | 46 | 31 | 121 | 9  |
| 30       | 64 | 66 | 58 | 48 | 43 | 44 | 41 | 55 | 37 | 27 | 323 | 13 |
| 45       | 93 | 62 | 59 | 49 | 61 | 52 | 64 | 59 | 25 | 36 | 27  | 6  |
| 00       | 90 | 72 | 49 | 64 | 43 | 60 | 53 | 45 | 22 | 17 | 12  | 6  |

Hr Total 311 242 230 213 174 217 210 237 130 111 483 34

24 Hour Total : 3884

AM peak hour begins : 11:15 AM peak volume : 277 Peak hour factor : 0.84

PM peak hour begins : 21:30 PM peak volume : 497 Peak hour factor : 0.38

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## VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025003.PRN  
 Station : 000000000005  
 Identification : 000000000005  
 Start date : Oct 25, 17  
 Stop date : Oct 27, 17  
 City/Town :  
 Location : 2 PANERA ENTRANCE OUT  
 Interval : 15 minutes  
 Start time : 10:15  
 Stop time : 10:15  
 County :

\*\*\*\*\*

## Oct 25/Oct 26 Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 5  | 0  | 5  | 0  | 0  | 3  | 11 | 19 | 45  | 30  | 45  | 32  |
| 30       | 0  | 3  | 2  | 4  | 0  | 2  | 10 | 18 | 30  | 36  | 48  | 49  |
| 45       | 0  | 0  | 0  | 0  | 0  | 4  | 15 | 26 | 24  | 35  | 52  | 51  |
| 00       | 0  | 3  | 4  | 2  | 0  | 1  | 15 | 31 | 30  | 34  | 38  | 49  |
| Hr Total | 5  | 6  | 11 | 6  | 0  | 10 | 51 | 94 | 129 | 135 | 183 | 181 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| 15       | 66  | 57  | 50  | 23  | 46  | 36  | 30  | 28  | 37  | 26 | 19 | 16 |
| 30       | 36  | 67  | 75  | 45  | 43  | 45  | 49  | 34  | 36  | 14 | 3  | 5  |
| 45       | 56  | 78  | 42  | 42  | 28  | 35  | 43  | 39  | 29  | 14 | 22 | 10 |
| 00       | 91  | 54  | 52  | 49  | 37  | 33  | 32  | 38  | 30  | 11 | 8  | 1  |
| Hr Total | 249 | 256 | 219 | 159 | 154 | 149 | 154 | 139 | 132 | 65 | 52 | 32 |

24 Hour Total : 2571

AM peak hour begins : 11:15 AM peak volume : 215 Peak hour factor : 0.81

PM peak hour begins : 12:45 PM peak volume : 293 Peak hour factor : 0.80

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## Oct 26/Oct 27 Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07  | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 15       | 0  | 0  | 0  | 0  | 0  | 0  | 15 | 28  | 33  | 37  | 38  | 24  |
| 30       | 0  | 6  | 0  | 3  | 2  | 3  | 16 | 16  | 22  | 36  | 55  | 42  |
| 45       | 3  | 0  | 2  | 0  | 0  | 3  | 20 | 17  | 25  | 32  | 37  | 57  |
| 00       | 0  | 3  | 0  | 4  | 2  | 0  | 19 | 42  | 33  | 44  | 42  | 72  |
| Hr Total | 3  | 9  | 2  | 7  | 4  | 6  | 70 | 103 | 113 | 149 | 172 | 195 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|
| 15       | 66  | 53  | 42  | 28  | 51  | 45  | 71  | 39  | 49  | 30 | 19 | 7  |
| 30       | 53  | 66  | 66  | 40  | 30  | 46  | 36  | 35  | 24  | 14 | 2  | 15 |
| 45       | 50  | 65  | 41  | 41  | 67  | 34  | 45  | 23  | 28  | 29 | 5  | 7  |
| 00       | 73  | 53  | 49  | 79  | 22  | 39  | 46  | 35  | 34  | 26 | 17 | 4  |
| Hr Total | 242 | 237 | 198 | 188 | 170 | 164 | 198 | 132 | 135 | 99 | 43 | 33 |

24 Hour Total : 2672

AM peak hour begins : 11:30 AM peak volume : 248 Peak hour factor : 0.86

PM peak hour begins : 12:45 PM peak volume : 257 Peak hour factor : 0.88

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# VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025007.PRN

Station : 000000000001

Identification : 000000000001

Interval : 15 minutes

Start date : Oct 25, 17

Start time : 00:00

Stop date : Oct 26, 17

Stop time : 24:00

City/Town :

County :

Location : 1 PLAZA ENTRANCE IN

\*\*\*\*\*

### Oct 25 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 5  | 4  | 6  | 3  | 4  | 4  | 12 | 24 | 30  | 39  | 45  | 43  |
| 30       | 9  | 4  | 4  | 1  | 9  | 2  | 7  | 17 | 28  | 34  | 36  | 38  |
| 45       | 3  | 3  | 1  | 2  | 4  | 8  | 14 | 20 | 19  | 30  | 35  | 48  |
| 00       | 4  | 6  | 6  | 5  | 3  | 9  | 11 | 36 | 36  | 53  | 44  | 60  |
| Hr Total | 21 | 17 | 17 | 11 | 20 | 23 | 44 | 97 | 113 | 156 | 160 | 189 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22 | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| 15       | 62  | 54  | 52  | 42  | 53  | 41  | 47  | 52  | 29  | 21  | 15 | 13 |
| 30       | 60  | 40  | 49  | 48  | 56  | 43  | 53  | 46  | 39  | 26  | 13 | 9  |
| 45       | 43  | 34  | 39  | 43  | 47  | 38  | 46  | 58  | 27  | 32  | 16 | 8  |
| 00       | 54  | 50  | 38  | 52  | 51  | 55  | 55  | 37  | 27  | 35  | 16 | 6  |
| Hr Total | 219 | 178 | 178 | 185 | 207 | 177 | 201 | 193 | 122 | 114 | 60 | 36 |

24 Hour Total : 2738

AM peak hour begins : 11:30

AM peak volume : 230

Peak hour factor : 0.93

PM peak hour begins : 12:00

PM peak volume : 219

Peak hour factor : 0.88

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### Oct 26 Northbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08  | 09  | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| 15       | 7  | 8  | 1  | 6  | 3  | 2  | 7  | 22 | 18  | 39  | 54  | 36  |
| 30       | 9  | 8  | 5  | 3  | 0  | 7  | 16 | 12 | 21  | 44  | 57  | 54  |
| 45       | 5  | 3  | 2  | 2  | 3  | 11 | 10 | 22 | 56  | 33  | 58  | 47  |
| 00       | 4  | 0  | 3  | 10 | 3  | 12 | 19 | 22 | 37  | 50  | 50  | 52  |
| Hr Total | 25 | 19 | 11 | 21 | 9  | 32 | 52 | 78 | 132 | 166 | 219 | 189 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21 | 22  | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|-----|----|
| 15       | 37  | 54  | 40  | 46  | 51  | 42  | 42  | 40  | 32  | 31 | 32  | 12 |
| 30       | 50  | 50  | 43  | 43  | 54  | 42  | 53  | 36  | 37  | 26 | 68  | 14 |
| 45       | 47  | 50  | 53  | 51  | 49  | 38  | 48  | 39  | 30  | 18 | 36  | 15 |
| 00       | 52  | 58  | 61  | 48  | 69  | 53  | 49  | 34  | 36  | 22 | 10  | 16 |
| Hr Total | 186 | 212 | 197 | 188 | 223 | 175 | 192 | 149 | 135 | 97 | 146 | 57 |

24 Hour Total : 2910

AM peak hour begins : 09:45

AM peak volume : 219

Peak hour factor : 0.94

PM peak hour begins : 16:00

PM peak volume : 223

Peak hour factor : 0.81

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## VERSATILE TRAFFIC DATA, INC

## Volume Report with 24 Hour Totals

Page 1

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Data File : D1025008.PRN

Station : 000000000005

Identification : 000000000005

Start date : Oct 25, 17

Stop date : Oct 26, 17

City/Town :

Location : 1 PLAZA ENTRANCE OUT

Interval : 15 minutes

Start time : 00:00

Stop time : 24:00

County :

\*\*\*\*\*

## Oct 25 Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|----|----|-----|-----|
| 15       | 17 | 8  | 4  | 0  | 1  | 6  | 11 | 11 | 14 | 14 | 27  | 35  |
| 30       | 12 | 3  | 9  | 3  | 1  | 6  | 14 | 12 | 17 | 25 | 25  | 36  |
| 45       | 11 | 8  | 2  | 3  | 4  | 8  | 4  | 13 | 15 | 20 | 23  | 31  |
| 00       | 15 | 10 | 4  | 4  | 5  | 4  | 7  | 13 | 11 | 19 | 29  | 40  |
| Hr Total | 55 | 29 | 19 | 10 | 11 | 24 | 36 | 49 | 57 | 78 | 104 | 142 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|
| 15       | 49  | 45  | 48  | 40  | 49  | 39  | 54  | 41  | 46  | 35  | 25  | 28 |
| 30       | 42  | 47  | 40  | 39  | 46  | 37  | 33  | 43  | 37  | 37  | 41  | 18 |
| 45       | 39  | 32  | 29  | 34  | 41  | 38  | 29  | 37  | 48  | 40  | 31  | 11 |
| 00       | 54  | 38  | 47  | 38  | 39  | 37  | 37  | 44  | 45  | 38  | 20  | 13 |
| Hr Total | 184 | 162 | 164 | 151 | 175 | 151 | 153 | 165 | 176 | 150 | 117 | 70 |

24 Hour Total : 2432

AM peak hour begins : 11:30

AM peak volume : 162

Peak hour factor : 0.83

PM peak hour begins : 12:30

PM peak volume : 185

Peak hour factor : 0.86

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## Oct 26 Southbound Volume

| End Time | 00 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10  | 11  |
|----------|----|----|----|----|----|----|----|----|----|----|-----|-----|
| 15       | 8  | 6  | 7  | 0  | 2  | 1  | 11 | 26 | 6  | 32 | 31  | 38  |
| 30       | 17 | 8  | 6  | 2  | 2  | 1  | 4  | 10 | 12 | 17 | 34  | 41  |
| 45       | 13 | 6  | 2  | 6  | 2  | 4  | 11 | 5  | 9  | 17 | 18  | 33  |
| 00       | 8  | 4  | 2  | 6  | 3  | 12 | 9  | 8  | 15 | 20 | 35  | 46  |
| Hr Total | 46 | 24 | 17 | 14 | 9  | 18 | 35 | 49 | 42 | 86 | 118 | 158 |

| End Time | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|
| 15       | 29  | 43  | 42  | 38  | 45  | 40  | 42  | 37  | 36  | 28  | 38  | 26 |
| 30       | 46  | 49  | 53  | 36  | 37  | 38  | 44  | 56  | 51  | 33  | 32  | 18 |
| 45       | 36  | 45  | 44  | 41  | 35  | 39  | 36  | 32  | 60  | 19  | 31  | 10 |
| 00       | 40  | 47  | 38  | 34  | 23  | 37  | 39  | 39  | 39  | 30  | 26  | 18 |
| Hr Total | 151 | 184 | 177 | 149 | 140 | 154 | 161 | 164 | 186 | 110 | 127 | 72 |

24 Hour Total : 2391

AM peak hour begins : 11:00

AM peak volume : 158

Peak hour factor : 0.86

PM peak hour begins : 13:30

PM peak volume : 187

Peak hour factor : 0.88

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**ITEM 7.A****Approval of City Commission Minutes from the August 2, 2022 meeting****Request**

Request Commission approval of the August 2, 2022 Commission Minutes.

**Explanation**

Minutes of the Commission meeting held on Tuesday, August 2, 2022 are attached for approval.

**Recommendation**

Staff recommends approval of the Minutes.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Commission

Presenter:

**Attachment(s):**

1. Commission Minutes - August 2, 2022



**MEETING MINUTES  
SESSION OF THE COMMISSION MEETING  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, AUGUST 2, 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, City Clerk Linda Hansell

**Members Absent:** Assistant City Manager Austin Blake

Mayor Gonzalez called the meeting to order at 06:00 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 Employee of the Month for August**

That the City Commission join the City Manager in recognizing Michael (JR) McClung, Parks and Recreation, as August's Employee of the Month.

City Manager Steigerwald introduced Michael McClung, Parks & Recreation, who has been with the City for 12 years. Mr. Steigerwald reviewed the attributes of Mr. McClung and thanked him for his service and the leadership he has shown.

Mr. McClung stated he is happy to work for the City, and that it's one of the greatest places he's ever worked.

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

**4.A Public Hearing - Second and Final 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.

Approval of 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.

City Attorney Sanchez de Fuentes read the Proposed Ordinance for the record.

City Manager Steigerwald informed the Commission that the applicant has asked for a continuance to the August 16, 2022 meeting.

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

Commissioner Fisher made a motion to continue the Public Hearing to August 16, 2022. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

## **5. PUBLIC HEARINGS**

### **5.A Public Hearing - Constellation (Formerly Ramona) Planned Unit Development (PUD) Amendment: PUD-22-0001**

Approval of a Planned Unit Development (PUD) Amendment 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 Parkway.

City Manager Steigerwald explained the applicant requested this item also be continued to the August 16, 2022 Meeting.

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

Commissioner Fisher made a motion to continue the Public Hearing to August 16, 2022. Commissioner Olga Castano seconded the motion.

Motion carried 5 - 0.

## **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 Castano made a motion to approve the Consent Agenda in its entirety. Commissioner Fisher seconded the motion.

Motion carried 5 – 0.

### **7.A Approval of City Commission Minutes from the July 19, 2022 meeting and the July 26,**

2022 Budget Workshop

Request Commission approval of the July 19, 2022 Commission Minutes and July 26, 2022 Budget Workshop Minutes.

7.B Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH) for FY2022

Commission approval to allow the Kissimmee Police Department to apply for the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH).

7.C Consent to Sub-Lease between Stallion 51 Maintenance Operations, Inc. and ASAP Aerospace Group, Inc.

Request Commission approval of Consent to Sub-Lease between Stallion 51 Maintenance Operations, Inc. and ASAP Aerospace Group, Inc.

7.D Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC

Commission approval of a Space/Use Permit for Jed Suhl d.b.a. Horse Riding Orlando, LLC for a one-year period at the current rate and terms.

7.E Amendment to Purchase Order for legal services associated with right-of-way acquisition for the West Oak Street Widening and Intersection Improvements at John Young Parkway Project

Approval to increase the purchase order with Gray Robinson P.A. (Purchase Order #19-000692) in the amount of \$266,500 for legal fees associated with right-of-way acquisition for the West Oak Street Widening at John Young Parkway Project.

**8. DISCUSSION ITEMS**

8.A UCF Downtown Kissimmee Business Incubator Annual Update and Contract Renewal

City Commission approval of the agreement for the continued operation of the UCF Downtown Kissimmee Business Incubator.

Economic Development Director, Belinda Kirkegard introduced Esther Vargas, Incubator Site Manager who reviewed a status report for FY 2022. Ms. Vargas presented a PowerPoint presentation (Exhibit "A") detailing various small businesses and growth statistics within the City and Central Florida region.

Ms. Vargas thanked the Commission for their continued support and invited them to attend an upcoming Life Skills Institute Graduation Ceremony on Thursday, August 4, 2022, from 10:30 a.m. to 1:30 p.m.

Commissioner Fisher made a motion to approve the FY 2023 UCF Downtown Kissimmee Incubator contract renewal. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

8.B Annual Advisory Board Appointments and Vacancies

The Commission is requested to replace a Historic Preservation Board member whose term expires May 31, 2025.

Commissioner Alvarez made a motion to appoint Scott Grenald to the Historic

Preservation Board. Commissioner Fisher seconded the motion.

Motion carried 5 - 0.

**9. HEAR CITY OFFICIALS**

9.A CITY MANAGER  
None.

9.B CITY ATTORNEY  
None.

9.C CITY COMMISSION  
Commissioner Castano and Mayor Gonzalez wished everyone a good night.

Commissioner Fisher commented on how proud he was to have attended an American Legion event with the Consulate General of France, Vincent Floreani, where Legion Member WWII Veteran Seaman Stephen Nemeth was awarded the "Legion of Honor" for his bravery and distinguished service while risking his life to save others.

**10. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:17 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK



Exhibit "A"  
UCF Incubator PowerPoint Presentation  
Item 8.A.

## ITEM 7.B

### Agreement with Raftelis Financial Consultants to provide a Municipal Impact Fee Study for Recreation, Police and Fire services.

#### Request

Approval to enter an agreement with Raftelis Financial Consultants to assist the City in updating the impact fee rates for Parks and Recreation services and calculating new impact fees for Police and Fire services.

#### Explanation

The City has not updated the Recreation Impact Fees for Parks and Recreation in several years and currently does not have Impact Fees for the Police or Fire Department services. The City is looking to utilize the expertise of Raftelis Financial Consultants to assist the City in updating the recreation impact fees and calculating new impact fees for Police and Fire services. Raftelis will collect and analyze data from surrounding sources and prepare technical reports with supporting documentation and impact fee recommendations. Raftelis will present this report to the City Commission and assist in reviewing and updating impact fee ordinances.

The City would like to utilize the intergovernmental cooperative purchasing with Raftelis Financial Consultants through their contract number 19632 with the City of Daytona Beach. The proposal presented to the City inclusive of the Recreation, Police and Fire impact fee study is \$58,000. Each City Department will pay a portion of the cost of the study.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget | Actual   |
|-----------------|-----------|---------------------|--------|----------|
| 00150403-503434 |           | Decrease            |        | \$14,500 |
| 00125103-503131 |           | Decrease            |        | \$14,500 |
| 00135103-503434 |           | Decrease            |        | \$14,500 |
| 00130203-503434 |           | Decrease            |        | \$14,500 |

#### Financial Summary:

The Parks and Recreation, Fire, Police and Development Services departments will share the cost of the study.

#### Recommendation

Approval to enter an agreement with Raftelis Financial Consultants to assist the City in updating the Impact fees for Parks and Recreation services and calculating new impact fees for Police and Fire services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

**Attachment(s):**

1. 1015-17\_Daytona Beach - General Services Contract 19632\_fully executed
2. Raftelis Proposal
3. Raftelis Agreement

**GENERAL SERVICES CONTRACT  
CONTRACT NO. 19632**

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**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Raftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Services.**

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

**Section 2. Work Authorization.**

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

**Section 3. Fee(s).**

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.

Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

#### **Section 4. Billing; Manner of Payment.**

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

#### **Section 5. Standard of Performance.**

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

#### **Section 6. Relationship between Parties.**

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The



City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

## **Section 7. Documents and Records.**

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

### **(b) Public Records**

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

Phone: 386 671-8023  
Email: [clerk@codb.us](mailto:clerk@codb.us)  
Address: 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

#### **Section 8. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

#### **Section 9. Termination.**

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

#### **Section 10. Suspension of Services.**

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

#### **Section 11. Indemnification.**

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

#### **Section 12. Insurance.**

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) **Professional Liability Insurance**, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates



of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

### **Section 13. Notice.**

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:



To the City:

James V. Chisholm, City Manager  
City of Daytona Beach  
301 S. Ridgewood Ave.  
Daytona Beach, FL 32115  
Fax: 386-671-8010  
Email: [ChisholmJames@CODB.us](mailto:ChisholmJames@CODB.us)

To the Consultant:

Robert J. Ori, Executive Vice President  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave., Suite 300  
Maitland, FL 32751  
Fax: 407-628-2610  
Email: [ROri@Raftelis.com](mailto:ROri@Raftelis.com)

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 14. Personnel.**

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 15. City's Responsibilities.**

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

**Section 16. Limitation on Waivers.**

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(Remainder of page intentionally left blank)

## **Section 17. Dispute Resolution.**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

## **Section 18. General Terms and Conditions.**

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants the he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

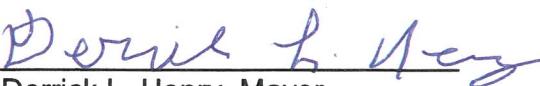
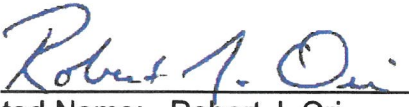
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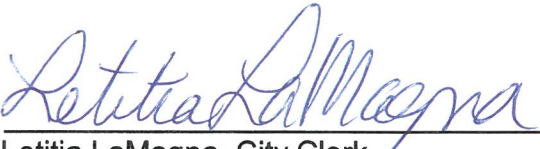


IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

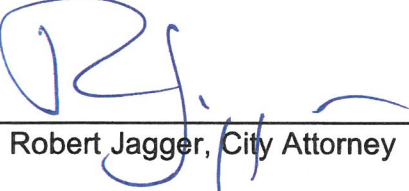
**THE CITY OF DAYTONA BEACH,  
FLORIDA**

**RAFTELIS FINANCIAL  
CONSULTANTS, INC.**

By:  By:   
Derrick L. Henry, Mayor Printed Name: Robert J. Ori  
Date: 3/4/20 Title: Executive Vice President  
Date: February 17, 2020

Attest:   
Letitia LaMagna, City Clerk

**Approved as to legal form:**

By:   
Robert Jagger, City Attorney



**EXHIBIT A**  
**SCOPE OF SERVICES**

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**1.0 PURPOSE**

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

**2.0 SCOPE**

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.
6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.
8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.
10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.
12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.
13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,

negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.
15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.
19. Provide assistance to the City in support or determination of service affordability programs.
20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.
21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

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**EXHIBIT B****DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE****RAFTELIS FINANCIAL CONSULTANTS, INC.****DIRECT LABOR HOURLY RATES**

| Project Team Title     | Direct Labor<br>Hourly Rates [*) |
|------------------------|----------------------------------|
| Principal              | \$250.00                         |
| Associate              | \$210.00                         |
| Managing Consultant    | \$195.00                         |
| Principal Consultant   | \$175.00                         |
| Supervising Consultant | \$155.00                         |
| Senior Consultant      | \$135.00                         |
| Rate Consultant        | \$125.00                         |
| Consultant             | \$115.00                         |
| Senior Rate Analyst    | \$105.00                         |
| Rate Analyst           | \$ 90.00                         |
| Analyst                | \$ 75.00                         |
| Assistant Analyst      | \$ 60.00                         |
| Administrative         | \$ 70.00                         |

**STANDARD COST RATES**

| Expense Description                       | Standard Rates                                                                                                                 |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Mileage Allowance – Personal Car Use Only | IRS Standard Mileage Rate                                                                                                      |
| Reproduction (Black and White) (In-House) | \$0.05 per Page                                                                                                                |
| Reproduction (Color) (In-House)           | \$0.25 per Page                                                                                                                |
| Reproduction (Contracted)                 | Actual Cost                                                                                                                    |
| Computer Time                             | \$0.00 per Hour                                                                                                                |
| Telephone Charges                         | Actual Cost                                                                                                                    |
| Delivery Charges                          | Actual Cost                                                                                                                    |
| Lodging/Other Travel Costs                | Actual Cost                                                                                                                    |
| Meals – per Employee                      | Standard per diem rates as<br>established by Florida Statutes<br>112.061 for Class C travel for<br>breakfast, lunch and dinner |
| Subconsultant Services                    | Actual Cost                                                                                                                    |
| Other Costs for Services Rendered         | Actual Cost                                                                                                                    |

**(Remainder of page intentionally left blank)**

**EXHIBIT C**  
**CITY OF DAYTONA BEACH**  
**REQUEST FOR PROPOSALS 19632**  
**WITH**  
**CONSULTANT'S RESPONSIVE PROPOSAL**

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The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

(Remainder of page intentionally left blank)





July 12, 2022

Steve Lackey  
Director of Parks & Recreation  
City of Kissimmee  
101 Church Street  
Kissimmee, FL 34741

**Subject: Scope of Services – Municipal Impact Fee Study**

Dear Mr. Lackey:

Raftelis (Consultant) is pleased to provide this work order to assist the City of Kissimmee (City) with updating the impact fees for Parks & Recreation services and calculating new fees for Police and Fire services. Impact fees are typically applied to new development and re-development requiring an increased demand on services, based on the identified level of service, near-term capital projects, and current and local data. This work order is pursuant to the terms and conditions of the City of Daytona Beach General Services Contract (Contract No. 19632) for general consulting services with the City of Daytona Beach, Florida, dated March 4, 2020 (Piggyback Agreement) which provides for ongoing financial consulting services. This work order summarizes our understanding of the project, scope of services, schedule and our fee. We appreciate the opportunity to be of service to the City.

**SECTION I -- DESCRIPTION OF SERVICES TO BE PROVIDED**

The project approach for this engagement includes the following activities which are intended to achieve the project objectives and provide police, fire, and parks & recreation impact fees in consideration of Chapter 163.31801 Florida Statutes.

**SCOPE OF SERVICES**

**Task A. Municipal Impact Fee Study**

We propose the following tasks will be necessary to complete the impact fee study for police, fire, and parks & recreation services.

**Task 1: Project Management / Initial Data Request**

This task will involve coordinating with the City regarding data needs, project scheduling, expectations, and collection of data. This task will include the delivery of an initial data request along with a kick-off meeting with key staff from each department to review the impact fee study process and gain an understanding of the key issues to address.

**Task 2: Review of Existing System Development Fee Methods and Policy Review**

Raftelis will review available data and compile land use designations for police, fire, and parks & recreation impact fees using available data from sources such as Osceola County Property Appraiser downloads, US Census data, and Institute of Transportation Engineers (ITE). Potential land use designations for fee application will be reviewed with staff to determine the appropriate level of detail, while considering equitability and administrative efforts.

This task also includes a review of development projections, including projections for various land use categories. The development projections will be used to determine capital cost allocations and level of service requirements within the capital planning period.

Finally, Raftelis will coordinate with City staff to update the current level of service statistics and determine any changes to the planned level of service pursuant to the plans in place for each department in the near future for capital improvements and staffing levels that may influence the impact fee calculations, as well as needs identified to serve future growth.

### **Task 3: Data Gathering and Review**

The kick-off will include: i) interviews with City staff (police, fire, parks & recreation, and planning); and ii) review of the data compiled and provided by the City in response to the data request prepared in Task 1. Data that will be requested will include: i) fixed asset inventory (depreciation schedule); ii) level of service standards (usually in a comprehensive plan); iii) capital projects, equipment, and facilities required to provide the relevant municipal services, including the inventory of existing parks and recreation, police, and fire; iv) population estimates and projections; v) service call information for police and fire functions; vi) information regarding impact fees charged by other neighboring jurisdictions; and vii) any other data and information considered necessary to adequately perform the study.

### **Task 4: Service Area Forecast**

An evaluation of the current service area demographics, as well as a forecast of the service area needs, will be reviewed based on data available to Raftelis. Specifically, a review of the population forecast by type of dwelling unit (e.g., single family, multi family, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), will be reviewed.

A review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Land Use Plan; U.S. Census data; other information provided by the Bureau of Economic and Business Research (BEBR), University of Florida; data made available by the City's Development Services Department; and other such information will be relied upon. If the City's Development Services Department tracks upcoming development projects, based on applications and discussions with developers, this data will be reviewed and incorporated in the study. The purpose of this task is to identify the future demands for each service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. This task will include development of a functional population estimate for the various commercial land uses that we will use in the cost allocation and fee design tasks.

### **Task 5: Cost Allocation**

The capital costs associated with meeting the relevant service requirements for new customers will be identified. These costs will be allocated among the various departments and also residential and commercial customer classifications, where appropriate. The allocation of such costs will be based on the service area demographics, level of service considerations, and development characteristics of the City, and other factors as deemed appropriate by Raftelis and the City.

### **Task 6: Design of Police, Fire, and Parks & Recreation Impact Fees**

The various impact fees will be calculated for a unit of service recognizing the utilization of capacity by an equivalent residential unit (e.g., single family residential), and will reflect the City's capital cost to serve such new development. This task will include the following:

- Review of and, if appropriate, recommended changes to the City's current impact fee application methodology for parks and recreation;
- Establish appropriate impact fee application methodology for police and fire;

- Identification of appropriate impact fee methodology including the cost of constructing expansion related capital improvements (incremental or marginal cost method) or capital costs of existing facilities with capacity available to serve new development (System Buy-In) or a combination of both methods, where appropriate;
- Identification and analysis of existing facility costs based on asset or property records and expansion related costs based on the City's capital improvement program and master plans -to provide municipal services to future service area needs for up to a 10-year planning horizon;
- Determination of level of service standards for police, fire and parks & recreation impact fees;
- Calculate the impact fees based on full cost recovery; and
- Meeting with staff to review preliminary impact fee designs and obtain comments.

#### **Task 7: Fee Comparisons**

A comparison of the City's existing and proposed municipal impact fees for an equivalent residential unit and commercial development will be made with similar fees charged by other neighboring jurisdictions.

#### **Task 8: Municipal Impact Fee Report and Presentation**

We will prepare a technical report detailing the data and assumptions relied upon to develop the proposed police, fire, and parks & recreation impact fees, including supporting documentation that addresses compliance with the State of Florida's Impact Fee Act and our conclusions and recommendations.

Raftelis will provide a draft report and meet with the City to review and finalize the report. Raftelis will also develop a Commission briefing document for use at a Commission workshop. Should the City Commission provide direction for additional analysis, any additional scope of services will be address as needed. Raftelis will attend two (2) public meetings in support of the municipal impact fees, including presentation of any updates to the impact fees based on Commission input.

Please note there are certain statute provisions that must be met including F.S. 163.31801, *"The local government must provide notice not less than 90 days before the effective date of an ordinance or resolution imposing a new or increased fee"*.

#### **Task 9: Update Impact Fee Ordinance**

Raftelis will assist the City in reviewing and updating the police, fire, and parks & recreation impact fee ordinances. The review of the ordinances may include issues such as the level of fees charged per unit of service and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee. Raftelis will rely on the City's attorney to draft the ordinance, to which Raftelis will provide review and comments to align with the study findings.

#### **Task B. Additional Services**

Additional Services will be provided as specifically requested by the City for other matters not provided for in the scope of services, such as but not limited to: review and addition of land uses for fee application, preparation for and attendance at additional meetings not specified above; changes, adjustments and/or modifications of final study recommendations after the final draft; development of alternative impact fee structures; meetings with development, builders associations, or other stakeholders.

**ITEMS TO BE FURNISHED AT NO EXPENSE TO THE CONSULTANT:** The City will assist the Consultant by furnishing, at no cost to the Consultant, all available pertinent information including updates of previously provided data and new data if applicable to reports, financial statements, budgets, cost estimates, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Consultant without independent verification of the same.

**SECTION II -- TIME OF PERFORMANCE**

Task A Tasks 1 through 7 of the Scope of Services will be completed within one hundred twenty (120) days from receipt of Notice to Proceed except for delays beyond the reasonable control of the Consultant.

Task A Tasks 8 through 9 and Task B of the Scope of Services, as necessary, will be completed as mutually agreed.

**SECTION III -- COMPENSATION**

1. The Cost for Task A Tasks 1 through 9 of the Scope of Services is Fifty-Eight Thousand (\$58,000.00), which will be paid to Consultant on a lump sum basis. This cost includes professional fees and direct expenses anticipated to perform the Scope of Services. Consultant will submit invoices monthly, indicated the percentage completion for the services rendered during the previous month.
2. The cost for Task B of the Scope of Services shall be as mutually agreed.

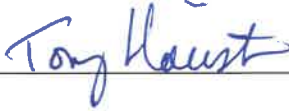
**SECTION IV -- CITY REPRESENTATIVE**

Mr. Steve Lackey, Director of Parks & Recreation

RAFTELIS

CITY OF KISSIMMEE, FLORIDA

By:



By:

Print: Tony Hairston

Print:

Title: Vice President

Title:

Date: July 12, 2022

Date:

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
AND  
RAFTELIS FINANCIAL CONSULTANTS, INC.**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY", and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, whose address is 227 W. Trade Street, Suite 1400, Charlotte, NC 28202, hereinafter "CONTRACTOR", collectively hereinafter the "Parties", and each represents as follows:

**WITNESSETH**

**WHEREAS**, The City of Kissimmee is in need of a study to evaluate the existing impact fees for parks and recreation services and to calculate new impact fees for public safety, including police, fire, and emergency medical services; and

**WHEREAS**, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

**WHEREAS**, Pursuant to 4.3.1.1 of the City's Purchasing Code, the City may procure goods and services from bid or proposals through purchasing agreements with the State of Florida or any of its governmental subdivisions; and

**WHEREAS**, Pursuant to a competitive bidding and selection process Request for Proposal Number: 19632, the City of Daytona Beach, Florida entered into "General Services Contract, Contract No. 19632" (Master Agreement) with Contractor; and

**WHEREAS**, City has determined that it is economically advantageous and in the best interest to enter desires to contract with Contractor to provide the service; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SERVICES.** Consultant will provide an impact fee study to update the impact fees for parks and recreation services and calculate new impact fees for public safety, including police, fire, and emergency medical services as further described in Exhibit A, attached hereto and incorporated herein, to the City at the direction of the City during the Term of this Contract (the "scope of services"). All data, reports, estimates, and other materials



furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Agreement will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to proprietary computer software, trade secrets, know-how or intellectual property relied upon or developed by the Contractor to perform the scope of services as delineated in Exhibit A or a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

3. **TERM.** The term of this Agreement shall be from the time of execution of the contract through March 3, 2023, the date of the expiration of the current term of the Master Purchase Agreement, and may be extended, if extended by the City of Daytona Beach for two additional one-year options.
4. **PAYMENT.** The City shall make payment to Contractor in accordance with Section III – Compensation of Exhibit A. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
5. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City of Kissimmee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:
  - A. **Workers Compensation:** Contractor will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.
  - B. **Comprehensive General Liability:** The Contractor will provide coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000.

- C. **Comprehensive Automobile Liability**: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.
- D. **Professional Liability Insurance**: The Contractor will provide coverage for Contractor and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Agreement. The limit of liability will be no less than \$1,000,000.
6. **WORK AUTHORIZATION.** Any work performed under Section I – Description of Services to Be Provided, Task B. Additional Services of Exhibit A shall be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Contractor, the cost to be invoiced by the Contractor for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.
- During the term of this Agreement, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Contractor and the City under this Agreement shall be considered as neither barring Contractor from, nor granting special consideration to, the Contractor in the selection process for a consultant to provide such additional services.
7. **STANDARD OF PERFORMANCE.** Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida at the time and place the services are performed.
8. **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Agreement; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

9. **PERSONNEL.** Contractor will not replace the project director or the project manager included in the Contractor's response to the request for proposals without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense all personnel required in performing the services under this Agreement. Such personnel will not be employees of or have any contractual relationship with the City. All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.
10. **CITY'S RESPONSIBILITIES.** The City agrees to make available for review and use by Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.
11. **TERMINATION.**
- a. City may terminate this Agreement, at any time for its sole convenience by giving thirty (30) days written notice of termination to Contractor.
  - b. City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from City specifying the default.
  - c. Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
  - d. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to the Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
  - e. Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.
  - f. Upon receipt of such notice of termination, Contractor shall: (1) discontinue the

terminated work in accordance with City's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further task orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement.

- g. There shall be no termination charges for services not yet provided. City will be responsible for payment of authorized services already provided by Contractor but not yet invoiced, provided such services have been approved by the City. Upon payment of Contractor's claims, City shall be entitled to all work and materials paid for.
- h. Before assuming any payment obligation under this section, City may inspect Contractor's work in process and audit all relevant documents prior to paying Contractor's invoice.
- i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, Contractor shall not be compensated in any way for any work done after receipt of City's notice, nor for any costs incurred by Contractor's suppliers or subcontractors after Contractor receives the notice, nor for any costs Contractor could have reasonably avoided.

- 12. **INDEMNIFICATION.** Contractor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.
- 13. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 11 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

14. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited unless Contractor obtains the City's prior written consent.
15. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
16. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
17. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
18. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

**Notice to CITY:**

Steve Lackey  
Director of Parks and Recreation  
101 N. Church Street  
Kissimmee, Florida 34741

**Notice to Contractor:**

Tony Hairston  
Vice President  
341 N. Maitland Ave, Suite 300  
Maitland, FL 32751

19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.
20. **PUBLIC RECORDS LAW.** The Contractor 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 Contractor shall keep and maintain public records required by the City to perform the service.



**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, [Cityclerkemail@kissimmee.org](mailto:Cityclerkemail@kissimmee.org), and 101 Church Street, Kissimmee, Florida 34741.**

1. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
3. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
4. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
6. 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

21. **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 violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

23. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Every contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

24. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

25. **NONDISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, marital status or age in the performance of the

obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

26. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by the City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

27. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with Master Agreement referenced herein, shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed:

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

By: Anthony Hairston

Title: Vice President

Date: 7/28/2022

STATE OF FLORIDA )  
COUNTY OF ORANGE )

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of JULY, 2022,  
by ANTHONY HAIRSTON as VICE PRESIDENT  
for RAFTELIS FINAN. CONS. who is ☒ personally known or ☐ produced the following identification: \_\_\_\_\_.

Seal:



Donna L. Cox  
Signature of Notary Public

[Signature Page for City of Kissimmee follows.]

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Olga Gonzalez, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Linda Hansell, City Clerk

**Approved as to form and legal sufficiency:**

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

## **ITEM 7.C**

### **Approval of a Resolution Authorizing the Acquisition of Fire Fighting Apparatus**

#### **Request**

Approval of a Resolution authorizing the City to acquire fire fighting apparatus using the lease-financing purchase agreement and buy back agreement through the collaboration and partnership of South Florida Emergency Vehicles, Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC.

#### **Explanation**

City staff has determined that it is economically advantageous, operationally more beneficial and in the best interest of the City to acquire (1) Sutphen Custom Pumper using a lease-financing purchase and buy back model through collaboration and partnership with South Florida Emergency Vehicles, Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC.

The primary benefit of this approach is that for the same costs currently budgeted for the purchases of new and replacement apparatus, fire apparatus can be replaced more frequently since pre-approved resale arrangements will be in place at the time of purchase of the truck. The end result will be a newer, more reliable fleet with less downtime and lower maintenance expenses.

The annual lease payments to Leasing 2 Inc. for the apparatus will be paid for from the Local Option Sales Tax Fund from monies that were originally budgeted to purchase the equipment. The annual lease payment of \$142,119.33 will begin when the equipment is received, which is expected to occur in August 2024, for a term of seven (7) years. A balloon payment of \$206,288 will be required in 2031 which will be included in the 5-year Capital Budget in future years. The apparatus will then be sold pursuant to the Deferred Purchase Value Agreement with Brindlee Mountain Fire Apparatus, LLC for \$206,288 at the end of the lease period.

#### **Recommendation**

Commission approval of the Resolution authorizing the acquisition of the fire fighting apparatus, and the authorization for the City Manager to execute the Lease Purchase Agreement, and the Deferred Purchase Value Agreement. Staff additionally requests Commission authorization for the City Manager to execute and deliver any subsequent related documents which may be necessary in the future for the consummation of the transactions.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Fire

Presenter:

#### **Attachment(s):**

1. Attorney Letter
2. Resolution 16-2022 (Fire Fighting Apparatus Acquisition)
3. Insurance Coverage
4. Lease-Purchase Agreement
5. Deferred Purchase Value Agreement





# CITY OF KISSIMMEE

Office of the City Attorney  
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2310 . FAX 407-846-8369

August 16, 2022

LESSEE: City of Kissimmee

DATE OF AGREEMENT: August 20, 2022

Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230

Ladies and Gentlemen:

As counsel for City of Kissimmee ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of August 20, 2022 and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of Florida.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. \_\_\_\_\_, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

---

**EXHIBIT A**

**RESOLUTION OF GOVERNING BODY  
EXTRACT OF MINUTES**

Resolution No. 16-2022

**LESSEE:       City of Kissimmee**

At a duly called meeting of the governing body of Lessee held on the 16th day of August, 2022, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

**WHEREAS**, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

**BE IT RESOLVED**, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

\_\_\_\_\_  
(Signature of Party to Execute  
Lease-Purchase Agreement and Escrow Agreement)

\_\_\_\_\_  
Olga Gonzalez, Mayor  
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

\_\_\_\_\_  
Secretary/Clerk

\_\_\_\_\_  
Date

## INSURANCE COVERAGE REQUIREMENT

TO: Leasing 2, Inc. and/or its Assigns  
1720 West Cass Street  
Tampa, FL 33606-1230

FROM: City of Kissimmee  
101 Church Street  
Kissimmee, FL 34741

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

\_\_\_\_\_. 1. In accordance with Section 8.03 of the Agreement, we have instructed the Insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: Marsh & McLennan Agency LLC - Bouchard Kissimmee  
CONTACT NAME: Aliana Roman  
ADDRESS: 222 Church St  
CITY/ ST/ ZIP: Kissimmee, FL 34741  
TELEPHONE: 407 569 1514  
EMAIL ADDRESS: aliana.roman@marshmma.com to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Leasing 2, Inc. and/or its Assigns as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Leasing 2, Inc. and/or its Assigns as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person  
\$1,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

\_\_\_\_\_. 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: \_\_\_\_\_  
Mike Steigerwald

Title: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_



10/01/2021

Leasing 2, Inc. and/or it's Assigns  
1720 West Cass Street  
Tampa , FL , 33606

Re: Coverage Agreement - PX FL1 0492001 21-19  
City of Kissimmee and Tohopekaliga Water Authority  
Effective Date: 10/01/2021 TO 10/01/2022

**To Whom It May Concern:**

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU  
Director of Underwriting

*\*\*If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.\*\**

---

Administered by PUBLIC RISK UNDERWRITERS  
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489

**CERTIFICATE OF COVERAGE**
**ISSUED ON: 10/01/2021**
**COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST**
**PACKAGE AGREEMENT NUMBER: PX FL1 0492001 21-19**
**COVERAGE PERIOD: 10/01/2021 TO 10/01/2022 12:01 AM**

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
Lensing 2, Inc. and/or its Assigns  
1720 West Cass Street  
Tampa, FL 33606

**Designated Member**  
City of Kissimmee and Tohopekalgis Water Authority  
101 North Church Street 5th Floor  
Kissimmee, FL 347415054

**LIABILITY COVERAGE**

**X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**  
Limit \$5,000,000 \$100,000 SIR Deductible

**X Employee Benefits Liability**  
Limit \$5,000,000 \$100,000 SIR Deductible

**X Employment Practices Liability**  
Limit \$5,000,000 \$200,000 SIR Deductible

**X Public Officials Liability**  
Limit \$5,000,000 \$200,000 SIR Deductible

**X Law Enforcement Liability**  
Limit \$5,000,000 \$200,000 SIR Deductible

**WORKERS' COMPENSATION COVERAGE**
**WC AGREEMENT NUMBER:**

**X Self Insured Workers' Compensation**  
**\$350,000**

**X Statutory Workers' Compensation**

**X Employers Liability:**  
\$1,000,000 Each Accident  
\$1,000,000 By Disease  
\$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

**Buildings & Personal Property**  
Limit: Per schedule on file with Trust Deductible

*Note: See coverage agreement for wind, flood, and other deductibles.*

**Rented, Borrowed and Leased Equipment**  
Limit: \$ 0 TIV See Schedule for Deductible

**Total All other Inland Marine**  
Limit: \$ 0 TIV See Schedule for Deductible

**CRIME COVERAGE**

**Employee Dishonesty**  
Limit Deductible

**Forgery or Alteration**  
Limit Deductible

**Theft Disappearance & Destruction**  
Limit Deductible

**Computer Fraud**  
Limit Deductible

**AUTOMOBILE COVERAGE**

**X Automobile Liability**  
Limit \$5,000,000 \$100,000 SIR Deductible

**X All Owned**  
Specifically Described Autos

**X Hired Autos**

**X Non-Owned Autos**

**Automobile Physical Damage**  
Comprehensive See Schedule for Deductible  
Collision See Schedule for Deductible  
Hired Auto with limit of

**Garage Keepers**  
Liability Limit  
Liability Deductible  
Comprehensive Deductible  
Collision Deductible

**NOTE:** Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

**Description of Operations/ Locations/ Vehicles/Special Items-** (This section completed by member's agent, who bears complete responsibility and liability for its accuracy)

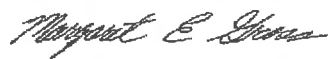
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator  
Public Risk Underwriters®  
P.O. Box 958455  
Lake Mary, FL 32795-8455

Producer  
Marsh & McLennan Agency LLC - Bouchard Kissimmee  
222 Church St.,  
Kissimmee, FL 347415004

**CANCELLATIONS**

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.


**AUTHORIZED REPRESENTATIVE**
**PGIT-CERT (1/19) PRINT FORM**
**10/01/2021**



# LEASE-PURCHASE AGREEMENT

**LESSEE:**  
**City of Kissimmee**  
**101 Church Street**  
**Kissimmee, FL 34741**

**LESSOR:**  
**Leasing 2, Inc.**  
**1720 West Cass Street**  
**Tampa, FL 33606-1230**

**Dated as of August 20, 2022**

This Lease-Purchase Agreement (the "Agreement") dated as of **August 20, 2022** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Kissimmee** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

## **WITNESSETH:**

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.01.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

## **ARTICLE II COVENANTS OF LESSEE**

**Section 2.01** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(d) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(e) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(f) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(g) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(h) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(i) Lessee shall not give up possession or control of the Equipment.

(j) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(k) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(l) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(m) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

## **ARTICLE III LEASE OF EQUIPMENT**

**Section 3.01** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

## **ARTICLE IV LEASE TERM**

**Section 4.01. Commencement of Lease Term.** The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

**Section 4.02. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

**Section 4.03. Return of Equipment on Termination.** Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

#### **ARTICLE V ENJOYMENT OF EQUIPMENT**

**Section 5.01.** Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

#### **ARTICLE VI RENTAL PAYMENTS**

**Section 6.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

**Section 6.02. Payment of Rental Payments.** During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor(s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

**Section 6.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 6.04. Additional Interest in the Event the Interest is Taxable.** Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

**Section 6.05. Rental Payments to be Unconditional.** During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

**Section 6.06. Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

**Section 6.07. Termination by Nonappropriation.** In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

**Section 6.08. Late Charges.** If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

**Section 6.09. Prepayment.** Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

#### **ARTICLE VII TITLE TO EQUIPMENT**

**Section 7.01. Title to the Equipment.** During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

#### **ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 8.01. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

**Section 8.02. Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

**Section 8.03. Provisions Regarding Insurance.** At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

**Section 8.04. Advances.** In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

#### **ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 9.01. Damage, Destruction and Condemnation.** If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

**Section 9.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

#### **ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT**

**Section 10.01. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

**Section 10.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 10.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

#### **ARTICLE XI OPTION TO PURCHASE**

**Section 11.01** At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

#### **ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING**

**Section 12.01. Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

**Section 12.02. No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 12.03. Lessee Negligence.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

#### **ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES**

**Section 13.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**Section 13.02. Remedies on Default.** Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default. Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### ARTICLE XIV MISCELLANEOUS

**Section 14.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 14.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.04. Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

**Section 14.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.06. Delayed Closing.** In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

**Section 14.07. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**Section 14.08. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

**Section 14.09. Entire Agreement.** This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

**Section 14.10. Execution of Facsimile.** In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

**Section 14.11. Correction of Documents.** Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

**Section 14.12 WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

**Section 14.13. Performance Bonds.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

**Section 14.14. Time is of the Essence.** Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

**LESSOR: Leasing 2, Inc.**

Execute:

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

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

Date: \_\_\_\_\_

**LESSEE: City of Kissimmee**

Execute:

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

Mike Steigerwald

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

City Manager

Date: \_\_\_\_\_

## EXHIBIT C

### CERTIFICATE AS TO ARBITRAGE

I, **Mike Steigerwald**, hereby certify that I am duly qualified and acting **City Manager, of City of Kissimmee** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **August 20, 2022** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment"). Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").
2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$974,493.19**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$974,493.19**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.
3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.
4. The Equipment will be acquired with due diligence and will be fully acquired on or before \_\_\_\_\_.
5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.
6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.
7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.
8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.
9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.
10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.
11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **City of Kissimmee**

By: \_\_\_\_\_  
Mike Steigerwald

Title: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_



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**EXHIBIT D**  
**DESCRIPTION OF EQUIPMENT**

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

**Sutphen Custom Monarch Rescue Pumper, VIN:** \_\_\_\_\_

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

\_\_\_\_\_  
101 Church Street

\_\_\_\_\_  
Kissimmee, FL 34741

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE:     **City of Kissimmee**

By:           \_\_\_\_\_  
                  Mike Steigerwald

Title:         \_\_\_\_\_  
                  City Manager

Date:         \_\_\_\_\_

**EXHIBIT E**  
**PAYMENT SCHEDULE**

**LESSEE:** City of Kissimmee  
**LEASE AMOUNT:** \$974,493.19  
**COMMENCEMENT DATE:** 8/20/2022  
**INTEREST RATE:** 3.82%

| <b>PAYMENT</b>      |                    |                       |                        |                         |  | <b>PURCHASE</b>      |
|---------------------|--------------------|-----------------------|------------------------|-------------------------|--|----------------------|
| <b><u>NO.</u></b>   | <b><u>DATE</u></b> | <b><u>PAYMENT</u></b> | <b><u>INTEREST</u></b> | <b><u>PRINCIPAL</u></b> |  | <b><u>PRICE*</u></b> |
| 1                   | 8/20/2024          | \$142,119.33          | \$75,808.21            | \$66,311.12             |  | \$934,810.08         |
| 2                   | 8/20/2025          | \$142,119.33          | \$34,663.34            | \$107,455.99            |  | \$822,398.73         |
| 3                   | 8/20/2026          | \$142,119.33          | \$30,561.98            | \$111,557.35            |  | \$706,244.09         |
| 4                   | 8/20/2027          | \$142,119.33          | \$26,304.08            | \$115,815.25            |  | \$586,221.49         |
| 5                   | 8/20/2028          | \$142,119.33          | \$21,883.66            | \$120,235.67            |  | \$462,202.15         |
| 6                   | 8/20/2029          | \$142,119.33          | \$17,294.52            | \$124,824.81            |  | \$334,052.96         |
| 7                   | 8/20/2030          | \$142,119.33          | \$12,530.23            | \$129,589.10            |  | \$201,636.40         |
| 8                   | 8/20/2031          | \$206,288.00          | \$7,584.10             | \$198,703.90            |  | \$0.00               |
| <b>Grand Totals</b> |                    | <b>\$1,201,123.31</b> | <b>\$226,630.12</b>    | <b>\$974,493.19</b>     |  |                      |

**LESSEE:** City of Kissimmee

By: \_\_\_\_\_  
Mike Steigerwald

Title: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\* After payment of Rental Payment due on such date.

**EXHIBIT F**  
**ACCEPTANCE CERTIFICATE**

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **August 20, 2022**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. \_\_\_\_\_ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
2. \_\_\_\_\_ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. \_\_\_\_\_ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Kissimmee**

By: \_\_\_\_\_  
Mike Steigerwald

Title: \_\_\_\_\_  
City Manager

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**EXHIBIT G**  
**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

TO:     **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **August 20, 2022.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **August 20, 2022**, between **Leasing 2, Inc.** and **City of Kissimmee**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

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Sincerely,

---

Mike Steigerwald, City Manager

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Date

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **August 20, 2022**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Kissimmee** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code")) during the current calendar year.

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

By: Mike Steigerwald

Date: \_\_\_\_\_



## EXHIBIT I

### NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

**Leasing 2, Inc.** ("Lessor") hereby gives notice to the **City of Kissimmee** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **August 20, 2022**, between **Leasing 2, Inc.** ("Lessor") and **City of Kissimmee** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Kissimmee** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

**Santander Bank, N.A.**  
**P.O. Box 847386**  
**Boston, MA 02284-7386**

LESSEE: **City of Kissimmee**

By: \_\_\_\_\_  
Mike Steigerwald

Title: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

## INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**  
**1720 West Cass Street**  
**Tampa, FL 33606-1230**

FROM: **City of Kissimmee**  
**101 Church Street**  
**Kissimmee, FL 34741**

RE: INSURANCE COVERAGE REQUIREMENTS (**Check one**):

\_\_\_\_\_ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ ST/ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

\_\_\_\_\_ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: \_\_\_\_\_  
Mike Steigerwald

Title: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

## BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address or Box #: \_\_\_\_\_

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

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ (      ) \_\_\_\_\_

Fax: \_\_\_\_\_ (      ) \_\_\_\_\_

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

Invoice Reference: \_\_\_\_\_ Sutphen Custom Monarch Rescue Pumper \_\_\_\_\_

**CUSTOMER IDENTIFICATION PROGRAM  
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

**What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.**

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CUSTOMER NAME: **City of Kissimmee**

**CUSTOMER IDENTIFICATION**

Taxpayer ID Number: 59-6000348

Business Structure (check one): City Government: \_\_\_\_\_ County Government: \_\_\_\_\_ Tax District: \_\_\_\_\_ Corporation: \_\_\_\_\_

Other, description: \_\_\_\_\_

We may request certified copies of your organizational documents as part of the identification procedure.

**PRIMARY ADDRESS AND REGISTRATION**

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

State of Registration/Organization: \_\_\_\_\_

**MAILING ADDRESS (if different from above)**

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Acknowledgment: The information contained herein is true and correct.

**City of Kissimmee**

By: \_\_\_\_\_  
Mike Steigerwald

Its: \_\_\_\_\_  
City Manager

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **August 20, 2022** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Kissimmee** ("Lessee") and Old National Wealth Management ("Escrow Agent").

### RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **August 20, 2022** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **Santander Bank, N.A.**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Escrow Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Escrow Agent the sum of **\$ 974,493.19** ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.
4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.
5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.
6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.
7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.
8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.



9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.

10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.

13. This Escrow Agreement may be amended only by written agreement executed by all the parties.

14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR: Leasing 2, Inc.

BY: \_\_\_\_\_

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

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

LESSEE: City of Kissimmee

BY: \_\_\_\_\_

Name: Mike Steigerwald

Title: City Manager

ESCROW AGENT: Old National Wealth Management

BY: \_\_\_\_\_

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

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

## ESCROW AGREEMENT – Exhibit A

### ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **August 20, 2022**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Kissimmee** ("Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **August 20, 2022**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

DESCRIPTION OF EQUIPMENT: \_\_\_\_\_

INVOICE # \_\_\_\_\_ DATED: \_\_\_\_\_

Indicate Method for Payment Disbursement:

\_\_\_\_\_ Overnight Check \*\*\*    \_\_\_\_\_ Regular Mail Check    \_\_\_\_\_ Wire Funds

Mailing Address: \_\_\_\_\_ Wire Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*Please note that there might be a fee charged for overnight delivery.  
This fee will be deducted from the escrow balance before disbursement is made.

**Lessee:** City of Kissimmee

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

Name: Mike Steigerwald

Title: City Manager

**Assignee:** Santander Bank, N.A.

By: \_\_\_\_\_  
Authorized Signer

### ACCEPTANCE CERTIFICATE

Lessee hereby acknowledges receipt in good condition of all the equipment described above and included on the attached vendor invoice(s), hereby accepts such equipment, and hereby certifies that Lessor or its assignee has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 8.03 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: \_\_\_\_\_

**Lessee:** City of Kissimmee

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

Name: Mike Steigerwald

Title: City Manager

# Brindlee Mountain Fire Apparatus, LLC

## Deferred Purchase Value Agreement

This DEFERRED VALUE PURCHASE AGREEMENT (this “Agreement”) is entered into as of , , by and between Brindlee Mountain Fire Apparatus, LLC, an Alabama Limited Liability Corporation (“BMFA”), and City of Kissimmee, a(n) municipal corporation (the “End User” and, together with BMFA, collectively referred to herein as the “Parties” and individually as a “Party”).

WHEREAS, the End User is or will soon be the owner of the apparatus and related equipment (the “Apparatus”) described on **Exhibit A**; and

WHEREAS, pursuant to the terms and conditions set forth herein, BMFA desires to purchase from the End User, and End User desires to sell to BMFA, in each case at a later date, the Apparatus subject to and in accordance with the terms, conditions and limitations set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the respective agreements, covenants, representations and warranties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Purchase: Conditions. Subject to and in accordance with the terms and conditions set forth herein, BMFA hereby agrees to purchase the Apparatus at a purchase price equal to the “Deferred Purchase Value” set forth on **Exhibit B**, such purchase to take place at the end of the Term or earlier if requested by End User and agreed to by BMFA. Notwithstanding anything herein to the contrary, BMFA’s obligation to purchase the Apparatus at the Deferred Purchase Value is subject to End User meeting the following conditions:

(a) At the time of surrender of the Apparatus to BMFA, all options and equipment listed in the Bill of Materials or equivalent document provided by the Manufacturer shall be included with the Apparatus<sup>1</sup>;

(b) At the time of surrender, the Apparatus must meet or exceed each of the conditions outlined in the “Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment hereunder” set forth on **Exhibit D**; and

(c) The End User shall be in compliance with all representations, warranties, covenants and obligations set forth in this Agreement as of the time of surrender, meaning with respect to the representations and warranties in this Agreement that they shall be true and correct as of the time of surrender.

2. BMFA Responsibilities. Subject to the satisfaction of the conditions set forth in Section 1 above, upon surrender of the Apparatus to BMFA, BMFA shall pay an amount equal to

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<sup>1</sup>

the Deferred Purchase Value to the End User within five (5) days thereof by cashier's check or wire transfer of immediately available funds.

3. Procedures if Purchase Conditions and Requirements are Not Met. End User acknowledges and agrees that that BMFA has no obligation to purchase the Apparatus at the Deferred Purchase Value in the event any of the conditions described in Section 1 are not met at the time of surrender. In the event Apparatus fails to meet the conditions and requirements set forth on **Exhibit D**, End User shall have a thirty (30) day period to have such deficiencies repaired and/or to negotiate with BMFA, in good faith, an adjustment to the Deferred Purchase Value to compensate for such deficiencies at the time of surrender. If the Parties fail to reach an agreement on a revised Deferred Purchase Value for the Apparatus, BMFA may decline to purchase the Apparatus, and in such case, End-User will no longer be bound by this Agreement and may retain, sell or dispose of the Apparatus in any manner and at any price it sees fit.

4. Term. The term of this Agreement (the "Term") shall begin on the date hereof and continue for a period of 7 years following the date on which the Apparatus is delivered by the Manufacturer to the End User (the "Apparatus Shipment Date"), which period may be extended by mutual written agreement of the Parties. The Apparatus must be ordered, according to the specifications listed on **Exhibit A**, from [*Sutphen Corporation*] (the "Manufacturer") by the End User within ninety (90) days from the date of this Agreement and delivered by the Manufacturer to the End User no later than eighteen (18) months from the date of this Agreement. In the event that the Apparatus is not shipped to the End User within eighteen (18) months of the date of this Agreement, BMFA shall have the right to propose an amendment to this Agreement revising the Deferred Purchase Value set forth on **Exhibit B**. If a written amendment is not executed by the parties, this Agreement shall be of no further force and effect except as set forth herein.

5. Early Termination Payment. This Agreement may be terminated early by End User at any time by delivering written notice to BMFA (a "Notice of Termination") at least one hundred and eighty (180) days prior to such termination. In such event, in consideration of and as a liquidated remuneration for the damages caused to BMFA due to an early termination for any reason, End User hereby agrees to pay BMFA an early termination payment equal to the amount set forth on **Exhibit C** (such payment, an "Early Termination Payment"). Such Early Termination Payment shall be due and payable on the termination date specified in the Notice of Termination. Any Early Termination Payment that becomes past due will bear default interest at eighteen (18%) percent or the highest rate allowed by law in the State of Alabama, whichever is less. Furthermore, End User understands and agrees it shall be responsible for the costs of collection incurred by BMFA of any and all Early Termination Payments due to BMFA which become more than sixty (60) days past due, including without limitation reasonable collection agent fees and attorney fees, in addition to any remedies that may be provided for in this Agreement or otherwise at law or equity.

6. End User Responsibilities. During the Term, End User shall maintain the Apparatus under the Manufacturer's recommended Preventative Maintenance Schedule; comply with all obligations necessary to qualify under the Manufacturer's warranty; and maintain a complete record of all preventative maintenance work and other repairs made to the Apparatus from the date of acceptance of the Apparatus from the Manufacturer to the date of surrender of the Apparatus to BMFA. In addition, End User shall promptly notify BMFA of any material changes in the condition of the Apparatus covered by this Agreement including, but not limited

to, accidental damage or collision, modifications or significant system failure, or if the Apparatus fails to meet the required annual certifications as required by NFPA standards or otherwise as may be amended from time to time. If the Apparatus is destroyed at any time while this Agreement is in effect, End User will offer BMFA a first right of refusal<sup>2</sup> to acquire the salvage of the Apparatus (if it owns such salvage), meaning BMFA may purchase the salvage at the price offered by any third party, and inform its insurance company of BMFA's right of first refusal to acquire the salvage. End User shall further include BMFA as a potential vendor for the repair of the Apparatus if it is damaged by collision or otherwise.

7. Representations and Warranties. Each Party represents and warrants to the other Party that the following representations are true and correct as of the date hereof:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; and

(c) This Agreement constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms.

8. Exclusivity. End User hereby acknowledges and agrees that execution of this Agreement provides BMFA with the sole right to market and sell the Apparatus covered hereunder as used equipment for the duration of this Agreement. Except in a salvage situation described in Section 4 above, End User shall not, directly or indirectly, advertise, offer to sell, sell or otherwise transfer ownership in the Apparatus without first paying the required Early Termination Payment to BMFA and receiving a full release from BMFA, which BMFA shall immediately send to End User upon receipt of payment in full of the Early Termination Payment in the form of a cashier's check or wire transfer of immediately available funds.

9. Indemnify Indemnification. To the extent provided by law, each party covenants and agrees to indemnify, defend and hold harmless the other Party from and against any and all losses, liabilities, damages, costs and obligations (or actions or claims with respect thereof), including out-of-pocket expenses and reasonable attorney's fees and court costs (collectively, "Losses"), which the other Party may suffer or incur as a result of (a) any inaccuracy or breach of any representation, warranty or covenant made by such Party in this Agreement, (b) any third party claim or cause of action related to the ownership or use of the Apparatus by End User, or (c) such Party's negligence or willful misconduct in connection with this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

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<sup>2</sup>



(b) Survival. Subject to the limitations and other provisions of this Agreement, Sections 4, 7, 8 and 9 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

(c) Notices. Any notice required or permitted to be provided hereunder will be in writing and delivered by either: (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; or (c) reputable overnight courier service, freight prepaid, requiring the signature of the party to whom the notice is sent.<sup>3</sup> No notice to either party will become valid and enforceable without proof of delivery by the party serving notice to the other. Notices should be addressed as follows:

If to BMFA:                   Brindlee Mountain Fire Apparatus, LLC  
                                  15410 Highway 231  
                                  Union Grove, AL 35175  
                                  Telephone: 256-498-0188  
                                  Facsimile: 256-498-0924  
                                  Attention: James F. Wessel, President

If to End User:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Attention: \_\_\_\_\_

(d) Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) Amendment and Waiver. This Agreement may be amended or modified only upon the written consent of both Parties.

(f) Further Assurances. Each Party covenants that at any time, without additional consideration, it will execute such additional instruments and take such further actions as may reasonably be requested by the other Party to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

(g) Governing Law; Jurisdiction and Venue. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Alabama. Each Party to this Agreement hereby irrevocably consents to the jurisdiction of any state or federal court located in Marshall County in the State of Alabama.

*[Signature Page Follows]*

In Witness Whereof, the Parties hereto have executed this Agreement as of the date first written above.

**END USER:**

City of Kissimmee,  
a(n) municipal corporation

By: \_\_\_\_\_  
Name: Mike Steigward  
Title: City Manager

**BMFA:**

Brindlee Mountain Fire Apparatus, LLC  
an Alabama Limited Liability Corporation

By: \_\_\_\_\_  
Name (print): Chris F. Webb  
Title: President

## **DEFERRED PURCHASE VALUE AGREEMENT**

### **LIST OF EXHIBITS**

|                   |                                                                                                                    |
|-------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Exhibit A</b>  | <b>Apparatus and Equipment Description</b>                                                                         |
| <b>Exhibit B:</b> | <b>Deferred Purchase Value</b>                                                                                     |
| <b>Exhibit C:</b> | <b>Early Termination Payment</b>                                                                                   |
| <b>Exhibit D:</b> | <b>Specific Conditions and Requirements for Apparatus upon Surrender<br/>and Application for Payment Hereunder</b> |

**DEFERRED PURCHASE VALUE AGREEMENT**

**EXHIBIT A**

**APPARATUS AND EQUIPMENT DESCRIPTION**

Vehicle Year of Manufacture: 2022 or 2023  
Chassis Manufacturer: *Sutphen*  
Body Manufacturer: *Sutphen*  
Apparatus Type: *Rescue Pumper*  
VIN: TBD

**DEFERRED PURCHASE VALUE AGREEMENT**

**EXHIBIT B**

**DEFERRED PURCHASE VALUE**

**Deferred Purchase Value:** \$206,288

**Period/Term:** 84 months

**Exhibit B page 1 of 1**

**BMFA**  **END USER** \_\_\_\_\_



## **DEFERRED PURCHASE VALUE AGREEMENT**

### **EXHIBIT C**

#### **EARLY TERMINATION PAYMENT**

- Any early termination of this Agreement during the Term shall result in an Early Termination Payment of [\$25,000.00, payable by End User to BMFA in accordance with the terms of this Agreement.

**Exhibit C page 1 of 1**

**BMFA**  **END USER** \_\_\_\_\_

## DEFERRED PURCHASE VALUE AGREEMENT

### EXHIBIT D

#### **“Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder”**

1. Within six (6) months prior to the time of surrender, the Apparatus must undergo and successfully pass a National Fire Protection Association (“NFPA”) pump test and, if applicable, must have successfully passed an annual NFPA ladder/aerial inspection (and have passed such inspection at each applicable time in the past), by a qualified third party acceptable to BMFA in its sole discretion.
2. At time of surrender, the Apparatus must be free of any rust, corrosion, oxidation, and any cosmetic deficiencies, as determined by BMFA in its sole discretion.
3. At time of surrender, a clean legal title for the Apparatus free of any liens must be transferred to Brindlee Mountain Fire Apparatus, LLC.
4. At time of surrender, the Apparatus must have less than *84,000* miles, based upon the odometer reading, and End User must provide written certification to BMFA that the odometer reflects all mileage and has not been replaced or tampered with.

**Exhibit D page 1 of 1**

BMFA  END USER \_\_\_\_\_

**ITEM 7.D****General Employee Organization Budget to be carried forward to FY 2022****Request**

Approval to carry forward General Employee Organization assistance funds from the prior year.

**Explanation**

Due to an oversight the General Employee Organization's (GEO) assistance funds were not carried over to this current fiscal year. The GEO is an organization which is made up of representatives from each of the City's departments to provide support to general employees. Through fundraisers of their own, the GEO has raised these funds over the years to assist fellow employees who encounter an unforeseen emergency. The amount to be carried over is \$17,426.76, which will allow the GEO to continue helping fellow employees.

**Financial Information**

| Account #       | Project # | Increase / Decrease | Budget      | Actual |
|-----------------|-----------|---------------------|-------------|--------|
| 01015208-508382 |           | Increase            | \$17,426.76 |        |

**Financial Summary:**

\$17,426.76 will be carried forward to FY 2022.

**Recommendation**

Staff recommends Commission approval to carryover the GEO funds.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Human Resources & Risk Management

Presenter:

**Attachment(s):**

None

## ITEM 7.E

### Federal Aviation Administration Airport Improvement Program Grant for the Taxiway E Extension and Installation of Taxiway E Lighting at Kissimmee Gateway Airport

#### Request

Request Commission acceptance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Taxiway E Extension and Installation of Taxiway E Lighting at Kissimmee Gateway Airport.

#### Explanation

The airport staff requested and received an FAA AIP Grant for the Taxiway E Extension and Installation of Taxiway E Lighting. This will fund new pavement and airfield lighting to assist air traffic control safety procedures. The former Kissimmee Jet Center hangar will be removed as it currently obstructs the proposed taxiway and is located in the runway object free area. In addition, the taxiway will support the hangars and businesses planned for construction in the airport's southeast quadrant.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget         | Actual |
|-----------------|-----------|---------------------|----------------|--------|
| 47070106-506393 | TBD       | Increase            | \$5,275,291.00 |        |
| 47000331-331410 | TBD       | Increase            | \$5,275,291.00 |        |

#### Financial Summary:

This FAA grant provides 90% of the project costs by utilizing aviation user fees (no general funds). Remaining funds are anticipated by a Florida Department of Transportation Grant (8%) and airport reserves (2%).

#### Recommendation

Staff recommends Commission approval to accept the FAA AIP Grant for the Taxiway E Extension and Installation of Taxiway E Lighting at Kissimmee Gateway Airport.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport  
Presenter:

#### Attachment(s):

City of Kissimmee

1. Taxiway E-Grant Agreement (part 1) - signed
2. Taxiway E -Grant Agreement - audit





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District Office:  
8427 SouthPark Circle, Suite 524  
Orlando, FL 32819

July 28, 2022

1

Mr. Shaun J. Germolus, A.A.E.  
Director of Aviation  
City of Kissimmee  
401 Dyer Blvd.  
Kissimmee, Florida 34741

Dear Mr. Germolus:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0038-042-2022 at Kissimmee Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 20, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

|                          |                               |
|--------------------------|-------------------------------|
| Federal Award Offer Date | July 28, 2022                 |
| Airport/Planning Area    | Kissimmee Gateway Airport     |
| FY2022 AIP Grant Number  | 3-12-0038-042-2022            |
| Unique Entity Identifier | LBMLAVYLN7M5                  |
| TO:                      | City of Kissimmee             |
|                          | (herein called the "Sponsor") |

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 14, 2022, for a grant of Federal funds for a project at or associated with the Kissimmee Gateway Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Kissimmee Gateway Airport (herein called the "Project") consisting of the following:

Construct Taxiway E Extension; Install Taxiway E Lighting  
which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,275,291.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 5,275,291 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 20, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.



**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

**17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
  24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 22, 2005, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  25. **Employee Protection from Reprisal.**
    - a. Prohibition of Reprisals
      1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
        - i. Gross mismanagement of a Federal grant;
        - ii. Gross waste of Federal funds;
        - iii. An abuse of authority relating to implementation or use of Federal funds;
        - iv. A substantial and specific danger to public health or safety; or
        - v. A violation of law, rule, or regulation related to a Federal grant.
      2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
        - i. A member of Congress or a representative of a committee of Congress;
        - ii. An Inspector General;
        - iii. The Government Accountability Office;
        - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
        - v. A court or grand jury;
        - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
        - vii. An authorized official of the Department of Justice or other law enforcement agency.
      3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
      4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
      5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

#### **SPECIAL CONDITIONS**

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



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

Bart Vernace

\_\_\_\_\_  
(Typed Name)

Manager

\_\_\_\_\_  
(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated July 28, 2022

City of Kissimmee

*(Name of Sponsor)*

*Olga Gonzalez*

Olga Gonzalez (Jul 28, 2022 12:05 EDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Olga Gonzalez

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mayor

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Olga Sanchez de Fuentes, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at July 28, 2022

By: Olga Sanchez de Fuentes  
 Olga Sanchez de Fuentes (Jul 28, 2022 12:55 EDT)  
 (Signature of Sponsor's Attorney)

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

---

#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).



- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

## **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

## **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United



States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and



2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 14, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.



**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# ISM-SOG-3-12-0038-042-2022-Grant Agreement

Final Audit Report

2022-07-28

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-07-28                                   |
| By:             | FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov) |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAUphhSnNHSHLsBelD6RTmhMaeUa52mVVS |

## "ISM-SOG-3-12-0038-042-2022-Grant Agreement" History

-  Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)  
2022-07-28 - 1:10:32 PM GMT- IP address: 155.178.180.12
-  Document emailed to bart.vernace@faa.gov, juan.brown@faa.gov and rebecca.henry.harper@faa.gov for signature. One of them to sign  
2022-07-28 - 2:12:29 PM GMT
-  Email viewed by bart.vernace@faa.gov  
2022-07-28 - 2:13:28 PM GMT- IP address: 155.178.180.11
-  Signer bart.vernace@faa.gov entered name at signing as Bart Vernace  
2022-07-28 - 2:14:20 PM GMT- IP address: 155.178.180.11
-  Document e-signed by Bart Vernace (bart.vernace@faa.gov)  
Signature Date: 2022-07-28 - 2:14:22 PM GMT - Time Source: server- IP address: 155.178.180.11
-  Document emailed to olga.gonzalez@kissimmee.gov for signature  
2022-07-28 - 2:14:25 PM GMT
-  Email viewed by olga.gonzalez@kissimmee.gov  
2022-07-28 - 3:20:55 PM GMT- IP address: 104.28.39.138
-  Signer olga.gonzalez@kissimmee.gov entered name at signing as Olga Gonzalez  
2022-07-28 - 4:05:33 PM GMT- IP address: 68.204.188.51
-  Document e-signed by Olga Gonzalez (olga.gonzalez@kissimmee.gov)  
Signature Date: 2022-07-28 - 4:05:34 PM GMT - Time Source: server- IP address: 68.204.188.51
-  Document emailed to olga.sanchezdefuentes@kissimmee.gov for signature  
2022-07-28 - 4:05:37 PM GMT



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 Email viewed by olga.sanchezdefuentes@kissimmee.gov

2022-07-28 - 4:54:20 PM GMT- IP address: 50.234.188.190

 Signer olga.sanchezdefuentes@kissimmee.gov entered name at signing as Olga Sanchez de Fuentes

2022-07-28 - 4:55:34 PM GMT- IP address: 50.234.188.190

 Document e-signed by Olga Sanchez de Fuentes (olga.sanchezdefuentes@kissimmee.gov)

Signature Date: 2022-07-28 - 4:55:36 PM GMT - Time Source: server- IP address: 50.234.188.190

 Agreement completed.

2022-07-28 - 4:55:36 PM GMT



## **ITEM 7.F**

### **Approval to Contract with Osceola Council on Aging for the Rehabilitation of the House Located at 1124 Lindsay Way, Kissimmee 34744**

#### **Request**

Approval to partner with the Council on Aging to coordinate a homeowner rehabilitation project for 1124 Lindsay Way, Kissimmee, 34744.

#### **Explanation**

The owner of the house located at 1124 Lindsay Way has been unable to keep up maintenance throughout the years to the point where there have been numerous concerns from the Fire Department and the Adult Protective Services Office of the Department of Children and Families (DCF) about what should be done.

Staff intends to assist by providing services either through the Owner Occupied Rehabilitation program or the Demolition and Reconstruction program, whichever one is needed. Normally, the City utilizes the services of Habitat for Humanity, which has been its partner organization for the last two years. However, staff plans to partner with the Council on Aging to manage the construction of this project since they have developed a relationship and established trust with the homeowner.

If approved by the City Commission, staff will proceed with obtaining a third-party inspection report to develop the scope of work. Based on the findings from the inspector, the level of rehabilitation will be determined. The assistance will be provided as a deferred loan and the terms will be determined by the level of rehabilitation. After the specifics of the job are known, staff will request approval from the City Commission to proceed with the closing and the contract with the Council.

It is expected that this project will be funded with SHIP funds.

#### **Recommendation**

Approval for staff to contract with the Council on Aging on the rehabilitation of 1124 Lindsay Way, Kissimmee, 34744.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Development Services

Presenter: Frances DeJesus

#### **Attachment(s):**

None

## ITEM 7.G

### Fire Station No.13 Roofing Replacement Project

#### Request

Approval of a Work Order using the City's continuing services agreement for roof installation and repair services with RCS Roof Control Services, Inc. for Fire Station No.13 Roofing Replacement Project in the amount of \$194,880.00.

#### Explanation

On March 1, 2022, the City Commission approved the continuing services agreements (RFP 2022-001) for roof installation and repair services with 1) Atlas-Apex Roofing Inc., 2) RCS Roof Control Services, Inc., 3) Advanced Roofing, Inc. and 4) Springer-Peterson Roofing & Sheet Metal, Inc.

The Facilities Management Division requested quotes from the pre-qualified roofing contractors under the City's continuing services agreement for the Fire Station No.13 roof replacement project located at 1801 N. Hoagland Blvd, Kissimmee. The scope of work is to replace approximately 16,000 square feet of asphalt shingle with a standing seam metal roof system.

The total project amount of \$194,880.00 includes an Owner's Contingency Allowance in the amount of \$16,885.00 for unforeseen expenses or cost overruns on the projects.

The following continuing service roofing contractors provided quotes.

- RCS Roof Control Services, Inc. \$177,995.00 (plus \$16,885.00 contingency)
- Advanced Roofing, Inc. \$212,000.00
- Springer-Peterson Roofing & Sheet Metal, Inc. Withdrawn

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget       | Actual       |
|-----------------|-----------|---------------------|--------------|--------------|
| 56045603-506393 | CS2224    | Decrease            | \$194,880.00 | \$194,880.00 |

#### Financial Summary:

Sufficient funding is available to complete Project CS2224.

#### Recommendation

Staff recommends City Commission approval of a Work Order with RCS Roof Control Services, Inc. for Fire Station No. 13 Roofing Replacement Project in the amount of \$194,880.00.

#### REQUESTED CITY COMMISSION ACTION:

City of Kissimmee



Approve

Department: Public Works & Engineering

Presenter:

**Attachment(s):**

1. Advanced Roofing Continuing Services Agreement 2022
2. Fire Station No. 13 Roofing Replacement Quote
3. Advanced Roofing Signed Work Order Form

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Advanced Roofing, Inc.**

**THIS AGREEMENT** is made and entered this 1<sup>st</sup> day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Advanced Roofing, Inc., whose address is 200 Northstar Ct, Sanford, FL 32771 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

**WHEREAS**, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process CITY has determined that Advanced Roofing, Inc. is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees, as applicable. If necessary, CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.

6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B". the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D DOLLARS (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.

7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice. If this Agreement is

terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
  - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
  - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

10. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate the Agreement in whole or in part, including termination specific to location, by giving the CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from CITY, CONTRACTOR shall only provide those services specifically approved or directed by the CITY. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the CITY shall continue to be responsible to CONTRACTOR for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

11. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by CITY or any other person. Nothing in the agreement shall be construed as a waiver of CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from CONTRACTOR performance of the Agreement or any breach or default of CONTRACTOR.



12. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.  
The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

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

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

18. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce or interpret this Agreement.

19. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or future rights to enforce compliance.

20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

**As to CONTRACTOR:**

Advanced Roofing, Inc.  
Attn: Jason Carruth  
200 Northstar Ct.  
Sanford, FL 32771

**As to CITY:**

CITY OF KISSIMMEE  
Public Works & Engineering Dept.  
Attn: Hany George  
104 N. Alaska Avenue  
Kissimmee, FL 34741

21. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

22. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

23. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

*(Signature page to follow)*

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By: [Signature]

Title: VICE President

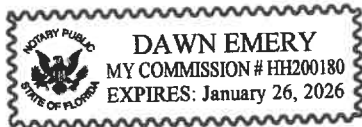
Date: 1/26/2021

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2022, by means of ☒ physical presence or ☐ online notarization, by Jason Carnuth as VP for Advanced Roofing, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Dawn Emery

My Commission Expires: 1-26-26

CITY OF KISSIMMEE

By: [Signature]

Olga Gonzalez, Mayor-Commissioner

Date: March 1, 2022

ATTEST:

[Signature]  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

[Signature]  
City Attorney



# Exhibit A

| ABSTRACT OF BIDS                                                              |                                                |                                              | City of Kissimmee                                           |                                      |                                | Page 1 of 2                              |                                                                 |                                    |
|-------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|-------------------------------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services |                                                |                                              |                                                             |                                      |                                |                                          |                                                                 |                                    |
| OPENING DATE: 11/17/2021<br>TIME: 2:30PM                                      |                                                |                                              | REQ. DEPARTMENT: Hany George – Public Facilities Supervisor |                                      |                                |                                          |                                                                 |                                    |
| VENDOR NAME<br>CITY AND STATE                                                 | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh.<br>N.C.                      | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 1                                                                    |                                                |                                              |                                                             |                                      |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$75/hour                                      | \$58/hour                                    | \$77/hour                                                   | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$65/hour                                      | \$52/hour                                    | \$68/hour                                                   | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                                                   | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                                         | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 20%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                                         | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |
|                                                                               |                                                |                                              |                                                             |                                      |                                |                                          |                                                                 |                                    |
| Category 2                                                                    |                                                |                                              |                                                             |                                      |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$70/hour                                      | \$58/hour                                    | \$77/hour                                                   | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                                                   | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                                                   | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                                         | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                                         | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website [www.kissimmee.org](http://www.kissimmee.org). Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

# Exhibit A

ABSTRACT OF BIDS

City of Kissimmee

Page 2 of 2

INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services

OPENING DATE: 11/17/2021  
TIME: 2:30PM

REQ. DEPARTMENT: Hany George – Public Facilities Supervisor

|                               |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
|-------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| VENDOR NAME<br>CITY AND STATE | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh,<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 3                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                       | \$65/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website [www.kissimmee.org](http://www.kissimmee.org). Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

# Exhibit B

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>                                | <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Work Order #:</div> <div style="border: 1px solid black; padding: 2px;">Purchase Order#:</div> |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>DATE:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>TASK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                | <b>FEE</b>                                                                                                                                                             |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 7)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| 8)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                | \$ -                                                                                                                                                                   |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| Contract Dollars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                | \$0.00                                                                                                                                                                 |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                | \$0.00                                                                                                                                                                 |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                | \$0.00                                                                                                                                                                 |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           Accepted By: _____<br/> <div style="text-align: center; margin-top: -10px;">(Signature)</div> </td> <td style="width: 50%; vertical-align: top;">           Requested By: _____<br/> <div style="text-align: center; margin-top: -10px;">(Signature)</div> </td> </tr> <tr> <td style="vertical-align: top;">           Title/Position: _____         </td> <td style="vertical-align: top;">           City Engineer: _____<br/> <div style="text-align: center; margin-top: -10px;">City Engineer (Signature)</div> </td> </tr> <tr> <td style="vertical-align: top;">           City Commission Approval Date: _____         </td> <td style="vertical-align: top;">           Approved By: _____<br/> <div style="text-align: center; margin-top: -10px;">Director, PW&amp;E (Signature)</div> </td> </tr> </table> |                                                                                                                |                                                                                                                                                                        | Accepted By: _____<br><div style="text-align: center; margin-top: -10px;">(Signature)</div> | Requested By: _____<br><div style="text-align: center; margin-top: -10px;">(Signature)</div> | Title/Position: _____ | City Engineer: _____<br><div style="text-align: center; margin-top: -10px;">City Engineer (Signature)</div> | City Commission Approval Date: _____ | Approved By: _____<br><div style="text-align: center; margin-top: -10px;">Director, PW&amp;E (Signature)</div> |
| Accepted By: _____<br><div style="text-align: center; margin-top: -10px;">(Signature)</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Requested By: _____<br><div style="text-align: center; margin-top: -10px;">(Signature)</div>                   |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| Title/Position: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City Engineer: _____<br><div style="text-align: center; margin-top: -10px;">City Engineer (Signature)</div>    |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |
| City Commission Approval Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Approved By: _____<br><div style="text-align: center; margin-top: -10px;">Director, PW&amp;E (Signature)</div> |                                                                                                                                                                        |                                                                                             |                                                                                              |                       |                                                                                                             |                                      |                                                                                                                |

Exhibit B

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                    | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>                                                                                                                                                                                                                                                                                                                                          | Work Order #:<br><br>Purchase Order#: |
| <b>DATE:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>TASK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>FEE</b>                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ -                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |
| Contract Dollars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                                |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction):                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                                |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$0.00</b>                         |
| Accepted By: _____<br><div style="text-align: right; font-size: small;">(Signature)</div><br>Title/Position: _____<br><br>City Engineer: _____<br><div style="text-align: right; font-size: small;">City Engineer (Signature)</div><br>Approved By: _____<br><div style="text-align: right; font-size: small;">Director, PW&amp;E (Signature)</div><br>Approved as to Form and Legality: _____<br><div style="text-align: right; font-size: small;">City Attorney (Signature)</div> | Requested By: _____<br><div style="text-align: right; font-size: small;">(Signature)</div><br>Approved By: _____<br><div style="text-align: right; font-size: small;">City Manager (Signature)</div><br>Approved By: _____<br><div style="text-align: right; font-size: small;">Mayor (Signature)</div><br>City Commission Approval Date: _____<br><div style="text-align: right; font-size: small;">(If Required)</div> |                                       |

## REQUISITION/ QUOTATION RECORD

**DATE:** 6/27/2022

**STAFF:** Randall Littlefield

**REQUISITION #**

**DESCRIPTION:** Fire Station 13 roof replacement from shingle to standing seam metal roof.

**ACCOUNT #** 56045603-506393

**PROJECT #** CS2224

| Vendor 1                                | Vendor 2                                 | Vendor 3                                     |
|-----------------------------------------|------------------------------------------|----------------------------------------------|
| RCS Roof Control Services, Inc.         | Advanced Roofing, Inc.                   | Springer-Peterson Roofing & Shee             |
| <b>Address:</b> 936 Tenth Street        | <b>Address:</b> 200 Northstar Ct.        | <b>Address:</b> 4410 Maine Ave.              |
| Clermont, FL 34711                      | Sanford, FL 32771                        | Lakeland, FL 33801                           |
| <b>Contact:</b> Constance P. McLemore   | <b>Contact:</b> Wayne Mathews            | <b>Contact:</b> Travis Duke                  |
| <b>Phone:</b> 407-271-0554              | <b>Phone:</b> 407-630-3670               | <b>Phone:</b> 863-608-0107                   |
| <b>Email:</b> cmclemore@roofcontrol.com | <b>Email:</b> waynem@advancedroofing.com | <b>Email:</b> travis@springerpeterperson.com |

| ITEM/ DESCRIPTION       | Vendor 1     | Vendor 2     | Vendor 3 |  |
|-------------------------|--------------|--------------|----------|--|
| Fire Station 13 Re roof | \$177,995.00 | \$212,000.00 | Withdraw |  |
| Owner allowance         | \$16,885.00  | N/A          |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
|                         |              |              |          |  |
| <b>TOTAL QUOTE:</b>     | \$194,880.00 | \$212,000.00 | Withdraw |  |

**AUTHORIZED SIGNATURE:**

**TOTAL COST:** \$194,880.00

**SOLE SOURCE:** ☐ YES ☒ NO

**COMMENTS:** Budgeted capital funds for CS2224 project are \$194,880. Selecting Vendor 1 RCS Roof Control Services to perform project. Vendor two Advanced Roofing, Inc. over City budget for project. Existing Roof rating is "F" no service life remaining.





**CITY OF KISSIMMEE  
PUBLIC WORKS & ENGINEERING  
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE: 6/27/2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to RCS Roof Control Services with the following described work as agreed upon and are hereby accepted and incorporated:

**DESCRIPTION OF ASSIGNMENT:**

Contractor shall furnish labor, material, permitting, demolition, supervision, and any required equipment. Complete removal of current asphalt shingles areas only and replaced with standing seam metal roof system. Exclude flat roof above weight room from this proposal. Current asphalt roof shall be stripped down to the existing roof deck. Existing roof deck to be fully replaced with oriented strand board (OSB) sheathing according to manufacture recommendation, or minimum 5/8" thickness. Following current and local building codes, the trusses shall be inspected, synthetic underlayment applied minimum 17 mils, new aluminum flashing/edge/fascia metals installed, new vinyl soffit installed, new 16" standing seam metal roof minimum 24 gauge installed with polyvinylidene difluoride (PVDF) coating, owner to select from standard color chart. Existing gutters and downspouts to be removed and new gutter system installed, including downspouts and stainless steel gutter guards. Proposal shall include a warranty approved by the roofing manufacturer. Provide minimum 5-year labor warranty, minimum 20-year paint finish warranty. Site visits are available for contractors.

**FORM OF COMPLETED DELIVERABLES:**

Labor, materials, permitting, equipment, and warranties.

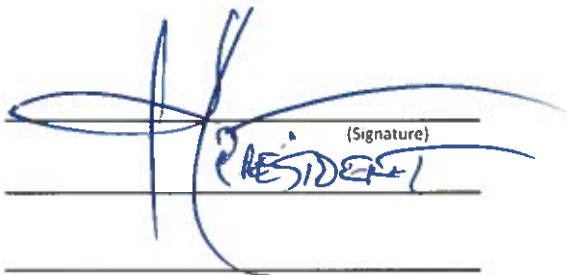
**BASIS OF PAYMENT:** Services shall be made on the basis of invoice method in accordance with the Scope of Services, the total not to exceed \$177,995.00 without further authorization from the City of Kissimmee.

**ESTIMATED DATE OF COMPLETION:** This assignment shall be completed within 90 calendar days from the receipt of the official Notice to Proceed from the City.

| TASK                                                             | FEE                 |
|------------------------------------------------------------------|---------------------|
| 1) FS13 Roof Replacement                                         | \$ 177,995.00       |
| 2) Owner Allowance (any unforeseen damages)                      | \$ 16,885.00        |
| 3)                                                               |                     |
| 4)                                                               |                     |
| 5)                                                               |                     |
|                                                                  | \$ 194,880.00       |
|                                                                  |                     |
| Contract Dollars:                                                | \$194,880.00        |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction): | \$0.00              |
| <b>CONTRACT TOTAL DOLLARS:</b>                                   | <b>\$194,880.00</b> |

Public Works and Engineering

Accepted By:



(Signature)

Title/Position:

PRESIDENT

City Engineer:

City Engineer

(Signature)

Approved By:

Director, PW&E

(Signature)

Approved as to Form and Legality:

City Attorney

(Signature)

Requested By:

Randall Littlefield

(Signature)

Approved By:

City Manager

(Signature)

Approved By:

Mayor

(Signature)

City Commission Approval Date:

(If Required)



**NOTICE OF AWARD**

RCS Roof Control Services, Inc.  
Attn: **Mrs. Constance P. McLemore**  
936 10<sup>th</sup> Street  
Clermont, FL 34711

Date: June 29, 2022

Project: **Kissimmee- Fire Station 13 – Roof Replacement**  
**RFQ 2022-05**

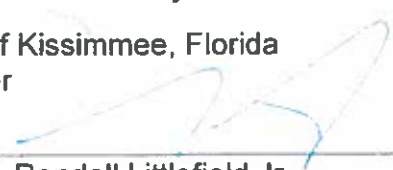
The City of Kissimmee has considered the Bid submitted by you for the above project in response to the Request for Quote dated May 31st, 2022.

You are hereby notified that your BASE BID and UNIT COSTS has been accepted for items in the amount of **One Hundred Seventy Seven Thousand Nine Hundred Ninety Five Dollars (\$177,995.00)**.

You are required to return an acknowledged copy of the NOTICE OF AWARD TO THE Owner.

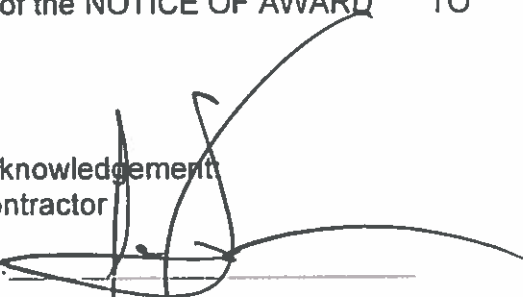
Dated this 27th day of June, 2022.

City of Kissimmee, Florida  
Owner

By:   
Randall Littlefield Jr.

Title: Facilities Construction Coordinator  
Public Works and Engineering  
City of Kissimmee

Acknowledgement  
Contractor

By: 

Title: 



## REQUEST FOR PROPOSAL

Proposal request from City of Kissimmee continuing services roofing contractors.

Roof Replacement for the following property:

Fire Station 13  
1801 North Hoagland Blvd.  
Kissimmee, FL 34741

Proposal Due Date: Tuesday, May 31<sup>st</sup>, 2022

Scope of Work:

Provide all labor, material, permitting, installation and supervision required to replace existing roof of the Fire Station 13 located 1801 North Hoagland Blvd., Kissimmee, FL 34741.

Roof is approximately 15,796 sq. ft. +/-, the total area and roof conditions are to be verified by the contractor.

Contractor shall furnish labor, material, permitting, demolition, supervision, and any required equipment. Complete removal of current asphalt shingle roof areas only and replaced with standing seam metal roof system. Exclude Flat metal roof above weight room from this proposal. Current asphalt roof shall be stripped down to the existing roof deck. Existing roof deck to be fully replaced with oriented strand board (OSB) sheathing according to manufacture recommendation, or minimum 5/8" thickness or which ever is greater. Following current and local building codes, the trusses shall be inspected, synthetic underlayment applied minimum 17 mils, new aluminum flashing/edge/fascia metals installed, new vinyl soffit installed, new 16" standing seam metal roof minimum 24 gauge installed with polyvinylidene difluoride (PVDF) coating, owner to select from standard color chart. Existing gutters and downspouts to be removed and new gutter system installed, including downspouts and stainless steel gutter guards. Proposal shall include a warranty approved by the roofing manufacturer. Provide minimum 5-year labor warranty, minimum 20-year paint finish warranty. Site visits are available for contractor.

Project Duration: 60 Days

All prices quoted are good for a period of 90 days.

Awarded contractor is responsible for all permits and inspections required by City of Kissimmee Building Department. A general walk through and completion of all punch list items will be required before final payment is released.

No proposal will be accepted after the due date.

Billing and Payment; refer to signed agreement between City of Kissimmee and Contractor RFP2022-001 Roofing Installation & Repair Contractor Services.



**Public Works & Engineering**

**101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165**



COMMERCIAL ROOF  
INSTALLATION,  
MAINTENANCE & REPAIR

MAY 31<sup>ST</sup>, 2022

ATTENTION: JAVIER ROMERO  
FACILITIES MAINTENANCE SUPERVISOR  
CITY OF KISSIMMEE  
104 NORTH ALASKA AVENUE  
KISSIMMEE, FL 34741-5973  
407-518-2618

PROJECT: FIRE STATION # 13  
1801 NORTH HOAGLAND BLVD.  
KISSIMMEE, FL 34741

- REMOVE ONE LAYER OF EXISTING ROOF & UNDERLAYMENT TO EXPOSE DECKING\*
- REPLACE ENTIRE ROOF DECKING, INSTALLING NEW OSB 5/8 PLYWOOD.
- INSTALL 2½IN. COIL NAILS ALONG ALL TRUSSES, EVERY 6IN., TO PROPERLY SECURE DECKING.
- INSTALL POLYSTICK PEEL N STICK UNDERLAYMENT AS DRY IN APPLICATION PER 2021 FL BLDG CODE.
- INSTALL 2½IN. DRIP EDGE AROUND PERIMETER OF THE ROOF~ PICK COLOR: WHITE, BEIGE, BROWN, BLACK
- INSTALL NEW 3IN & 2IN LEAD BOOTS, NEW VENTS, AND NEW EXHAUST VENTS.
- INSTALL STANDING SEAM CLICK-LOCK METAL PANELS. 16" 24GA. WITH STRIATIONS.
- SECURE METAL PANELS TO THE ROOF DECK WITH THE PROPER FASTENERS ALONG THE SCREW FLANGE USING PANCAKE SCREW.
- INSTALL NEW 6" K-STYLE SEAMLESS ALUMINUM GUTTERS WITH STANDING SEAM GUTTER GUARDS.
- GROUND WILL BE SWEPT WITH A MAGNET AT THE END OF EACH WORKING DAY.
- CLEAN ENTIRE WORK AREA AND HAUL AWAY ALL DEBRIS
- 5-YEAR LABOR WARRANTY, 20-YEAR PAINT FINISH WARRANTY.



**ROOFING INVESTMENT ..... \$146,370.00**  
**REPLACE ENTIRE SOFFIT & ALUMINUM FASCIA.....\$31,625.00**

\*The price is based on the existing roof having only one layer of roofing material. If removal of the roof covering reveals the existing roof has more than 1 layer, there will be an extra charge for removal and disposal of the additional material to be documented in a change order signed by the Owner.

THANK YOU  
ROOF CONTROL SERVICES, INC.

CONSTANCE P MCLEMORE  
SERVICE MANAGER





## Florida's Premiere Commercial Roofing Contractor

Committed to Quality

---

**To:**

Mr. Hany George 1801  
N. Hoagland Blvd.  
Kissimmee, FL (407)  
518-2509

**Job Name:**

Kissimmee Fire Station #13

**Address:**

1801 N. Hoagland Blvd. Kissimmee,  
FL

**Date:**

June 16, 2022

**Reference:**

Re-Roof Proposal – Peterson Aluminum Metal Roof System

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Page 1 of 3

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of eleven (11) million dollars.

### **PREPARATORY WORK**

- Remove existing roofing and sheathing.
- Remove roofing debris and cart away to the local dump site or landfill.
- Inspect trusses for conformance to local code. Truss repair per unit pricing.
- Furnish and install one ply of high temperature underlayment with minimum thickness of 17 mils per manufactures specifications and NOA.

### **WORK SCOPE**

#### **WOOD DECK**

Furnish and install new 5/8" plywood sheathing nailed to existing trusses.

#### **METAL ROOF SYSTEM**

Furnish and install new 16" 24 gauge Kynar finished steel Snap Loc (Pac-Clad) coated standing seam metal roof in choice of manufactures standard colors. The system will be manufactured by Advanced Roofing Inc. under authority and license by Pac-Clad. We include all trim and accessories to complete the new roof including vinyl soffit, gutters, and downspouts.

ADVANCED ROOFING, INC. is an approved applicator of Metal Roof Systems for Peterson Aluminum.

#### **MISCELLANEOUS INSTALLATIONS**

1. City or county roofing permit, crane and sales tax are included.
2. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

#### **EXCLUSIONS & CLARIFICATIONS**

- Repair or replacement of structural components are excluded from proposal.

**GUARANTEE** This roof system has a standard twenty (20) year weather tightness warranty by Peterson Aluminum.

**WARRANTY** Five (5) year standard warranty on materials and labor by ARI Insurance, Inc.

**QUOTATION**

FOR THE SUM OF:.....\$212,000.00

(Two Hundred Twelve Thousand Dollars)

**UNIT COSTS**

1"x 6" wood fascia: \$4.00 per linear foot

1"x 8" wood fascia: \$5.00 per linear foot

2" x 4" truss: \$4.50 per linear foot

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Please be advised that the amount quoted in this proposal has been reduced by the amount of any applicable rebates. The contractor shall receive all rebates, in which Owner agrees to execute any documents necessary for the contractor to recover payment for same.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Extended guarantees are available with a maintenance program.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the

Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement. Contractor acknowledges and agrees that the deposit shall be used exclusively for the purchase of materials that are anticipated to be used for the Work.

Inc. **Advanced Roofing** shall either pay for all materials within this time period, OR adjust the bid to accommodate their intended method of payment OR notify the Owner in writing when pay request is subject to an up-charge.

#### **PAYMENT TERMS**

- A. 25% deposit due within ten (10) days of execution of contract;
- B. Monthly progress payments per AIA 702 and 703 Schedule of Values;
- C. 10% retainage to be paid upon delivery of permit final, warranties, and Final Releases of Lien.

#### **ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE**

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Authorized Signature:

Jason Carruth

Jason Carruth, Vice President

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days. Owner is responsible for asbestos testing and related cost to remove.

#### **Acceptance of Proposal**

The undersigned as (check one) ☐ Owner ☒ *Authorized agent of Owner* hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: ..... Signature: .....

Date: ..... Signature: .....

\*Terms & Conditions on last page(s) apply.

State License: CCC 024413

## **Contract Terms & Conditions**

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

**GUARANTEE:** Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed by ARI Insurance, Inc. for two years, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced 's responsibility unless included in the scope of work otherwise described herein. The extent of this guarantee shall not exceed the contract amount paid to Advanced Roofing and shall not extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced Roofing is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

**CLAIMS:** All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

**PAYMENT:** Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay it may terminate this contract. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

**REBATES:** Please be advised that the contract price has been reduced by the amount of any applicable rebates. The contractor shall receive all rebates, in which Owner agrees to execute any documents necessary for the contractor to recover payment for same.

**UNFORESEEN CONDITIONS:** This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

**OWNER RESPONSIBILITIES:** Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

**PRE-CONSTRUCTION INSPECTION/LEAKS:** Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

**PRICES QUOTED ARE FOR GALVANIZED** flashing, eaves drip and gravel stop unless otherwise specified.

**UPLIFT STANDARDS:** All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

**EXISTING PROPERTY OR EQUIPMENT:** Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

**RISK OF DAMAGE:** It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

**DELAYS:** Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

**MATERIAL PRICE CHANGES:** Due to extreme volatility in asphalt prices, the price set forth in this proposal/contract applies only to orders for asphalt products that are ordered and paid for within thirty (30) days of the date of this proposal/contract. All other orders shall be subject to change based upon changes in the price of asphalt-related products charged to Advanced. Similarly, if there is an increase in the price of steel products, isocyanurate insulation or other materials to be used on this project subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to Advanced, who will submit written documentation of the increased charges. A fuel surcharge can be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.



**BREACH:** In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

**NO ORAL PROMISES:** There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

**LIMITATION OF LIABILITY:** Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.**

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to ARI Insurance, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that it's repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

**ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES**

**\*NOTICE\***

RFP2022-001

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee  
Finance Department 4<sup>th</sup> Floor  
Attn: Purchasing Division  
101 Church Street  
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: Springer-Peterson Roofing & Sheet Metal, Inc.

Address: P.O. Box 1648

Eaton Park, FL 33840

Phone Number: (863) 665-1163

Fax Number: (863) 666-2468

Continue on Vendor List:        Yes        No

☒ Large Business ☐ Small Business ☐ Minority Owned

Reason for no response to the solicitation:

☐ Cannot supply at this time

☒ Suitable, but engaged in other work

☐ Quantity too small

☐ Cannot meet required minimum

☐ Opening date does not allow sufficient time to complete

☐ Equivalent not presently available

☒ Other reasons or

remarks:

*Both of our Estimators were out with the flu 5-8 days... consecutively. ~~Due to this~~ we have had to decline several requests for quotes due to this.*

*[Signature]*  
Signature



**CITY OF KISSIMMEE  
PUBLIC WORKS & ENGINEERING  
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE: 6/27/2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to RCS Roof Control Services with the following described work as agreed upon and are hereby accepted and incorporated:

**DESCRIPTION OF ASSIGNMENT:**

Contractor shall furnish labor, material, permitting, demolition, supervision, and any required equipment. Complete removal of current asphalt shingles areas only and replaced with standing seam metal roof system. Exclude flat roof above weight room from this proposal. Current asphalt roof shall be stripped down to the existing roof deck. Existing roof deck to be fully replaced with oriented strand board (OSB) sheathing according to manufacture recommendation, or minimum 5/8" thickness. Following current and local building codes, the trusses shall be inspected, synthetic underlayment applied minimum 17 mils, new aluminum flashing/edge/fascia metals installed, new vinyl soffit installed, new 16" standing seam metal roof minimum 24 gauge installed with polyvinylidene difluoride (PVDF) coating, owner to select from standard color chart. Existing gutters and downspouts to be removed and new gutter system installed, including downspouts and stainless steel gutter guards. Proposal shall include a warranty approved by the roofing manufacturer. Provide minimum 5-year labor warranty, minimum 20-year paint finish warranty. Site visits are available for contractors.

**FORM OF COMPLETED DELIVERABLES:**

Labor, materials, permitting, equipment, and warranties.

**BASIS OF PAYMENT:** Services shall be made on the basis of invoice method in accordance with the Scope of Services, the total not to exceed \$177,995.00 without further authorization from the City of Kissimmee.

**ESTIMATED DATE OF COMPLETION:** This assignment shall be completed within 90 calendar days from the receipt of the official Notice to Proceed from the City.

| TASK                                                             | FEE                 |
|------------------------------------------------------------------|---------------------|
| 1) FS13 Roof Replacement                                         | \$ 177,995.00       |
| 2) Owner Allowance (any unforeseen damages)                      | \$ 16,885.00        |
| 3)                                                               |                     |
| 4)                                                               |                     |
| 5)                                                               |                     |
|                                                                  | \$ 194,880.00       |
| Contract Dollars:                                                | \$194,880.00        |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction): | \$0.00              |
| <b>CONTRACT TOTAL DOLLARS:</b>                                   | <b>\$194,880.00</b> |

Public Works and Engineering

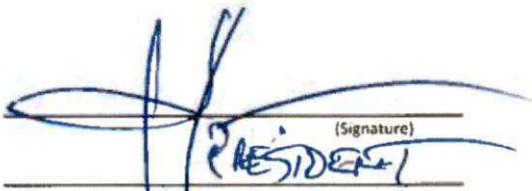
Accepted By:

Title/Position:

City Engineer:

Approved By:

Approved as to Form and Legality:

  
(Signature)

Ashley L. Willis

Digitally signed by Ashley L. Willis  
DN: cn=Ashley L. Willis, o=Public Works &  
Engineering, ou=Engineering,  
email=awillis@kissimmee.org, c=US  
Date: 2022.08.05 11:34:57 -0400

City Engineer

Director, PW&E

(Signature)

(Signature)

City Attorney

Requested By:

Randall Littlefield

(Signature)

Approved By:

City Manager

(Signature)

Approved By:

Mayor

(Signature)

City Commission Approval Date:

(If Required)

(Signature)

## **ITEM 8.A**

### **Toho Water Authority Board Appointment**

#### **Request**

Request that the City Commission make an appointment to fill a vacancy on the Toho Water Authority Board of Directors due to the resignation of Jim Swan.

#### **Explanation**

Jim Swan, one of the City's two appointees to the Toho Water Authority Board of Directors, resigned prior to the end of his term. Toho is in dire need of filling this vacancy prior to their September budget meeting as they currently do not have enough board members for a quorum because two of their remaining four board members are unavailable due to personal issues.

The City Clerk's office has two applications for this board on file, both of which have prior water and sewer utility experience and are qualified for appointment. The application from John McAleenan was submitted for the most recent opening on this board in 2020, while the application from Garrick Harold was submitted unsolicited earlier this year. In the past, the City has advertised utility board openings but since we have two qualified applications on file and considering Toho's need to fill the seat quickly, staff recommends the Commission consider appointing one of the two pending applicants.

#### **Recommendation**

Staff recommends the Commission utilize the current qualified applications for consideration to fill the open vacancy.

#### **REQUESTED CITY COMMISSION ACTION:**

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

#### **Attachment(s):**

1. (2020) 08-18-2020 TWA Application John McAllenan (Interviewed 08-18-2022 - Not Appointed)
2. (2022) 01-13-2022 TWA Application Harold Garrick (City Resident) 01-13-2022
3. Letter of Resignation to Board SIGNED 071822



# John J. McAleenan, Jr.

4473 Biscayne Breeze Way  
[mcaleenanjohn@gmail.com](mailto:mcaleenanjohn@gmail.com)

Kissimmee, FL 34744  
(907) 317-2192

**OBJECTIVE** Be a key member of your management team working with a customer-oriented staff exercising my leadership and organizational skills.

**SUMMARY** A leading expert in customer service, information systems, call centers, and project management with over 31 years of proven leadership ability. Over 27 years developing/directing multi-million dollar budgets, personnel management and employee relations. Member of several national customer service conference planning committees.

**EXPERIENCE** **Remote – Call Center Supervisor** 2020  
*Plexos Group, LLC, Baton Rouge, LA*

Worked as contractor to the Florida Department of Economic Opportunity (DEO). Participated as a member of the supervisory team. Lead a team of 30-60 agents fielding calls in support of the government Reemployment Assistance program. Supervised staff, monitored, coached, and motivated staff toward providing excellent customer service. Prepared and approved timesheets, monitored staff/customer calls, and ensured attendance records were completed in a timely manner. Briefed staff daily on new DEO bulletins. Encouraged continuous improvements.

**Director, Customer Service Division** 2011 – 2012  
*Toho Water Authority, Kissimmee, FL*

Implemented, directed and organized the activities and operations of the first Authority's customer service staff. Developed strategic plan for the Division, established goals and performance metrics, lead a staff of 20 employees, and ensured customer billings were correct for 75,000 customers. Participated as a member of the senior executive team for the Authority. Project manager and a member of the selection committee for the Authority's first billing system. Managed customer complaints by researching and solving all escalated customer issues. Worked directly with the Executive Director and the Board of Directors.

**Director, Customer Service Division** 1998 – 2011  
*Anchorage Water & Wastewater Utility, Anchorage, AK*

Participated as a member of the senior management team for the Utility. Planned, budgeted, organized, and directed a staff of 44 employees responsible for two call centers, timely billing and collection of 55,000 Utility accounts. Implemented new radio frequency automated meter reading system that increased meter reading efficiency and reduced manning by 75%. Established metrics and training that reduced customer call waiting time to less than 22 seconds per telephone call and reduced accounts receivables to less than 3% outstanding after 60 days.

## John J. McAleenan, Jr.

4473 Biscayne Breeze Way  
[mcaleenanjohn@gmail.com](mailto:mcaleenanjohn@gmail.com)

Kissimmee, FL 34744  
(907) 317-2192

### **EXPERIENCE** **(cont.)**

**Manager, Information Technology Division** 1995 – 1998  
*Anchorage Water & Wastewater Utility, Anchorage, AK*

Planned, budgeted, organized and directed all Utility information systems to include financial, operational, and geographical information systems, and the Customer Information and Billing System. Participated as a member of the senior management team. Managed the Utility's \$3.5 million IT budget. Developed five year IT Master Plan.

**Senior Systems Engineer** 1993 – 1995  
*Lockheed-Martin, Inc., Anchorage, AK*

As Program Manager, directed the implementation of the Federal Aviation Administration's \$280 million satellite communications system in Alaska. Driving force in installing the first 10 sites in Alaska on time and within budget. Supervised 14 contractor personnel from five different companies.

**Commander, Computer Operations Flight** 1985 - 1993  
**Executive Officer, 1931 Communications-Computer Wing**  
*United States Air Force, Elmendorf AFB, AK*

Directed daily operation of all base computer and communication systems. Supervised 203 people in 18 different work centers performing management and control of four information system centers, telephone and office computer systems supporting an operation equivalent to a small city.

### **EDUCATION**

#### *Formal*

Wayland Baptist College, Plainview, TX  
Computer Science/Business Administration

**BS** 1980

Community College of the Air Force  
Communications Technology

**AAS** 1980

#### *Professional*

Senior-level and Mid-level Management, Professional Military Schools

#### *Technical*

Strategic Planning and Competitive Assessment Courses, Customer Service Management Skills, Personnel Management, Counseling, and Effective Writing

# Toho Water Authority Board Member Application

**Name \***

John  
First

McAleenan  
Last

**Address \***

4473 Biscayne Breeze Way  
Street Address

Kissimmee  
City

FL  
State/Region/Province

34744  
Postal / Zip Code

United States  
Country

**Phone \***

907-317-2192

**Alternate Phone****Email \***

Mcaleenanjohn@gmail.com

**Are you a resident of Osceola County? \***

- ☒ Yes, I am a resident.  
☐ No, I am not a resident.

**Are you a registered voter in Osceola County? \***

- ☒ Yes  
☐ No

**Do you live within the City limits of Kissimmee? \***

- ☒ Yes  
☐ No

**How long have you lived in the City of Kissimmee water and sewer area? \***

7 years

# Toho Water Authority Board Member Application

**Does your permanent residence or business receive water, sewer or reclaimed water service from the Tohopekaliga Water Authority? \***

☒ Yes

☐ No

**Do you hold an elected, governmental position? \***

☐ Yes

☒ No

**Are you presently serving on a governmental advisory board? \***

☐ Yes

☒ No

**Are you employed by the City of Kissimmee? \***

☐ Yes

☒ No

**Are you employed by Osceola County? \***

☐ Yes

☒ No

**Are you employed by the Tohopekaliga Water Authority? \***

☐ Yes

☒ No

**Do you or your employer have contracts with the Tohopekaliga Water Authority? \***

☐ Yes

☒ No

Are you currently willing and do you have the time necessary to serve as an Authority Member? \*

☒ Yes

☐ No

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please select your level of education.

-Select-



Business & Work Experience

## Toho Water Authority Board Member Application

Business & Work Experience

Business & Work Experience

Business & Work Experience

**Civic Activities: (Service Club, Church Activities, Government Advisory Boards, other experiences relevant to service to Tohopekaliga Water Authority.)**

Founding father for North Point Advisory Board of Directors  
Served as Vice President of the North Point Advisory Board of Directors for four years  
Served on North Point Advisory Committee for three years.

The above information is true and accurate:

Signature



## Linda Hansell

---

**From:** Austin Blake  
**Sent:** Thursday, January 13, 2022 3:22 PM  
**To:** CITY CLERK; mzmoreno@kissimmee.org; aasmith@kissimmee.org  
**Subject:** Toho Water Authority Board Member Application  
**Attachments:** AdvisoryBoardMemberApplication.pdf

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

A new Toho Water Authority Board Member application has been received.

Name : Harold, Garrick  
Address : 2813 Boating Boulevard, Kissimmrr, Unpted States, 34746, United States  
Phone : 9548151840  
Alternate Phone : (407) 414-9521  
Email : hrd407@yahoo.com  
Are you a resident of Osceola County? : Yes, I am a resident.  
Are you a registered voter in Osceola County? : Yes  
Do you live within the City limits of Kissimmee? : Yes  
How long have you lived in the City of Kissimmee water and sewer area? : 13 years  
Does your permanent residence or business receive water, sewer or reclaimed water service from the Tohopekaliga Water Authority? : Yes  
Do you hold an elected, governmental position? : No  
Are you presently serving on a governmental advisory board? : No  
Are you employed by the City of Kissimmee? : No  
Are you employed by Osceola County? : No  
Are you employed by the Tohopekaliga Water Authority? : No  
Do you or your employer have contracts with the Tohopekaliga Water Authority? : No  
Are you currently willing and do you have the time necessary to serve as an Authority Member? : Yes  
Please select your level of education. : Professional/graduate degree  
Business & Work Experience : Responsible for assessing Miami Dade County employees needs to determine priorities within available resources. Responsible for Miami Dade County's New Employees Orientation Program. Prepared and distributed Quarterly Training Schedules for County wide training.

|                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business & Work Experience                                                                                                                              | : Plans, researches, develop, conducts and evaluates training for all levels of Miami Dade Water and Sewer employees. Training includes: Management/Supervisory. Operators and Trade personnel. Type of training: County's mandated courses, OSHA's Health and Safety, American Heart Association CPR, First Aid courses, and others.                                                                                                                          |
| Business & Work Experience                                                                                                                              | : Served as as a Liaison officer in Miami Dade 11 Judicial Circuit and County Courts. Coordinated Bond Hearing, and interfaced with judges, law enforcement agencies and the State Attorney's Office. Made monthly reports to the court concerning the progress of defendants who were under Pre-Trial Release.                                                                                                                                                |
| Business & Work Experience                                                                                                                              | : Florida Department of Labor and Employment Security. Training and Compliance Officer. Monitored the recruitment, employment and training practices of more than 100 employers in Dade, Broward, Palm Beach, Martin, and Manroe Counties.. Conducted investigations and compliance reviews to determined causes of accidents, and alleged violations of State and Federal regulations. Developed reports and made recommendations.                            |
| Civic Activities: (Service Club, Church Activities, Government Advisory Boards, other experiences relevant to service to Tohopekaliga Water Authority.) | : Served on the 11th Judicial Circuit Court of Miami Dade County planning and advisory committee to set up the first Drug Court in the Nation. Served on Miami-Dade School Board/ Miami Dade Community College Profession Development Committee. Chaired Miami-Dade Correction's Affirmative Action Committee. Serve as Special advisor to business and industry for the State of Florida Department Of Labor and Employment Security in 5 Florida's Counties. |

## Toho Water Authority Board Member Application

**Name \***

Harold

First

Garrick

Last

**Address \***

2813 Boating Boulevard

Street Address

Kissimmee

City

United States

State/Region/Province

34746

Postal / Zip Code

United States

Country

**Phone \***

9548151840

**Alternate Phone**

(407) 414-9521

**Email \***

hrd407@yahoo.com

**Are you a resident of Osceola County? \***

- ☒ Yes, I am a resident.  
☐ No, I am not a resident.

**Are you a registered voter in Osceola County? \***

- ☒ Yes  
☐ No

**Do you live within the City limits of Kissimmee? \***

- ☒ Yes  
☐ No

**How long have you lived in the City of Kissimmee water and sewer area? \***

13 years

## Toho Water Authority Board Member Application

**Does your permanent residence or business receive water, sewer or reclaimed water service from the Tohopekaliga Water Authority? \***

- ☒ Yes  
☐ No

**Do you hold an elected, governmental position? \***

- ☐ Yes  
☒ No

**Are you presently serving on a governmental advisory board? \***

- ☐ Yes  
☒ No

**Are you employed by the City of Kissimmee? \***

- ☐ Yes  
☒ No

**Are you employed by Osceola County? \***

- ☐ Yes  
☒ No

**Are you employed by the Tohopekaliga Water Authority? \***

- ☐ Yes  
☒ No

**Do you or your employer have contracts with the Tohopekaliga Water Authority? \***

- ☐ Yes  
☒ No

**Are you currently willing and do you have the time necessary to serve as an Authority Member? \***

- ☒ Yes  
☐ No

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**Please select your level of education.**

Professional/graduate degree



# Toho Water Authority Board Member Application

## Business & Work Experience

Responsible for assessing Miami Dade County employees needs to determine priorities within available resources. Responsible for Miami Dade County's New Employees Orientation Program. Prepared and distributed Quarterly Training Schedules for County wide training.

## Business & Work Experience

Plans, researches, develop, conducts and evaluates training for all levels of Miami Dade Water and Sewer employees. Training includes: Management/Supervisory. Operators and Trade personnel. Type of training: County's mandated courses, OSHA's Health and Safety, American Heart Association CPR, First Aid courses, and others.

## Business & Work Experience

Served as as a Liaison officer in Miami Dade 11 Judicial Circuit and County Courts. Coordinated Bond Hearing, and interfaced with judges, law enforcement agencies and the State Attorney's Office. Made monthly reports to the court concerning the progress of defendants who were under Pre-Trial Release.

## Business & Work Experience

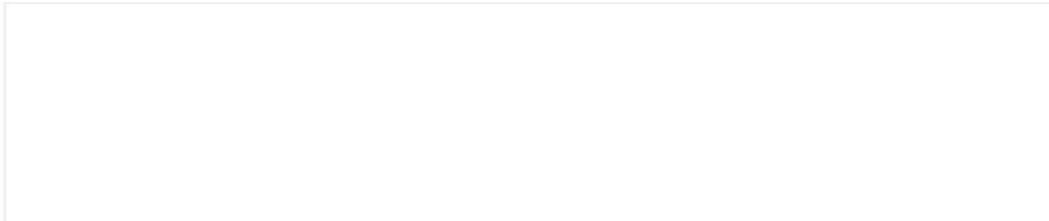
Florida Department of Labor and Employment Security. Training and Compliance Officer. Monitored the recruitment, employment and training practices of more than 100 employers in Dade, Broward, Palm Beach, Martin, and Manroe Counties.. Conducted investigations and compliance reviews to determined causes of accidents, and alleged violations of State and Federal regulations. Developed reports and made recommendations.

## Civic Activities: (Service Club, Church Activities, Government Advisory Boards, other experiences relevant to service to Tohopekaliga Water Authority.)

Served on the 11th Judicial Circuit Court of Miami Dade County planning and advisory committee to set up the first Drug Court in the Nation. Served on Miami-Dade School Board/ Miami Dade Community College Profession Development Committee. Chaired Miami-Dade Correction's Affirmative Action Committee. Serve as Special advisor to business and industry for the State of Florida Department Of Labor and Employment Security in 5 Florida's Counties.

The above information is true and accurate:

Signature





To Ms. Linda S Hansell, CMC  
,Kissimmee Police Department

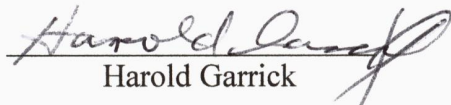
January 12, 2022

From Harold Garrick

Additional information concerning  
Kissimmee Police Department  
Citizen's Review Board Application

Dear Ms. Hansell, These are additional information that might be helpful to accompany  
the Application that I have already summated

Yours Sincerely,

  
Harold Garrick

RECEIVED BY  
CITY OF KISSIMMEE

JAN 13 2022

CITY CLERK'S OFFICE

## **HAROLD G. GARRICK**

2813 Boating Boulevard  
Kissimmee, Florida 34746  
Phone (407) 414-9521  
E-mail hrd407@yahoo.com

**SUMMARY:** Dynamic outgoing achiever with over 30 years of progressive experience in Leadership, Human Resource Development, and Health and Safety Training for state and county governments, and the private sector. Excellent team building skills, calm, and confident, with a positive and a proactive attitude. Training and development saves lives, time and money. I have excellent knowledge of cultural differences, and how to deal with difficult people. I will bring my diverse experience and knowledge to your organization which will be a valuable contribution to your organization.

### **Work History**

2016-Present

Hebron international College  
Adjunct Instructor

- ❖ Conducting and responsible for Behavioral Psychology, Sociology, and Communication Training

2008-Present

HRD Training Solutions  
Adjunct Instructor

- ❖ Conducting and responsible for American Heart Association: Heartsaver First Aid, OSHA General Industry training, and Traffic School.

1993-2008

**Miami-Dade County Government**  
**Employee Safety and Development Specialist**

- ❖ Responsible for assessing County's training needs to determine priorities within available resources.
- ❖ Plans, researches, develop, conduct and evaluate training for all levels of department personnel. Training includes: Managerial/Supervisory Development, County's mandated courses, OSHA's mandated Health and Safety courses, United States Department of Homeland Security AWR-160 National WMD Standard Awareness Program American Heart CPR and First Aid courses.
- ❖ Responsible for the County's New Employee Orientation Program.
- ❖ Prepared and distributed Quarterly Training Schedules for County-wide training
- ❖ Maintains a computerized database of training records. Prepared quarterly Training Scheduled. Interface with management to keep the Department current on State and Federal Regulations.

1985-1993

**Miami-Dade County Pre-Trial services11**  
**Pretrial Service Officer**

- ❖ Service as Liaison officer in Miami-Dade County 11 Judicial Circuit and County Courts.
- ❖ Coordinated Bon Hearing and release of defendants. Interfaced with judges, law enforcement agencies and the State Attorney's Office.
- ❖ Coordinated defendants counseling program with local service providers, and made monthly reports to the courts concerning the progress of defendants. Supervised Pretrial Diversion staff/

1982-1983

**Florid Department of Labor and Employment Security**  
**Training and Compliance Officer**

- ❖ Monitored the recruitment, employment and training practices of more than 100 employers in Dade, Broward, Palm Beach, Martin and Monroe Counties. In addition, served as advisor representing the State and the Federal EEOC.
- ❖ Conducted investigation and compliance reviews to determine causes of accidents, and alleged violations of State and Federal regulations. Develop reports and makes recommendations. for corrective actions.

**EDUCATION:**

- 1973** College of Arts Science and Technology  
Supervisory Management Certification
- 1995** Florida International University, Miami, Florida  
Master's Degree in Adult Education and Human Resource Development.
- 1982** Barry University, Miami, Florida  
Bachelor's Degree in Liberal Arts and Business Management
- 1975** German Foundation, Mannheim West Germany  
B.S. Equivalent in Automotive Engineering.

Continuing Education: Pursuing my PhD in Forensic Psychology.

**COMMITTEE AND BOARDS:**

Served on the 11<sup>th</sup> Judicial Circuit Courts of Miami-Dade County Planning and Implementation Advisory Committee to set up the First Drug Court in the Nation; served on the Miami Dade School Board /Miami Dade College Professional Development Planning Committee; Miami Dade Criminal Justice committee; Chaired the Miami Dade Corrections Affirmative Action Committee; and Served as special advisor to businesses and industry for the State of Florida Department of Labor and Employment Security. In Five South Florida Counties.

**Specialized Training:**

Attended various workshops and seminars in: Counseling, Human Resource Development, Conflict Resolutions, Psychology, Interpersonal Communication, OSHA, Health and Safety and others.

**PROFESSIONAL CERTIFICATION, MEMBERSHIP AND AFFILIATION**

- ❖ American Heart Association: CPR, First Aid and First Response Instructor
  - ❖ University of Florida: Hazardous Material First Response Instructor
  - ❖ US Department of Labor( OSHA), General Industry Trainer
  - ❖ US Department of Homeland Security WMD National Standard Instructor
  - ❖ Industrial Scientific: Confined Space Multi Gas Monitoring Instructor
  - ❖ American Safety and Health : Health and Safety Instructor
  - ❖ American Society of Safety Engineers (former member)
  - ❖ Society and Training and Development (former member)
  - ❖ American Psychological Association Affiliated Member
- American

**REFERENCES AVAILABLE:** Per request:





STEPHEN P. CLARK CENTER

OFFICE OF COUNTY MANAGER  
SUITE 2910  
111 N.W. 1st STREET  
MIAMI, FLORIDA 33128-1994  
(305) 375-5311

January 6, 2003

Mr. William M. Brant, P.E.  
Director  
Miami-Dade Water & Sewer Department

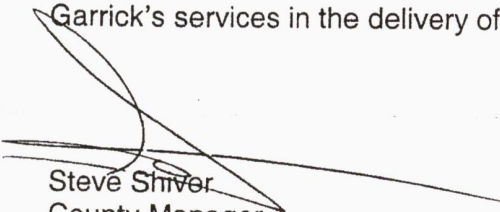
Dear Mr. Alvarez:

This letter of commendation and appreciation is for Mr. Harold Garrick's contribution toward the delivery of a successful and smooth election. Mr. Garrick's dedication, professionalism and can-do attitude helped to provide training to over 7,000 Miami-Dade County residents in less than a month's time. This achievement is clearly outstanding and beyond the call of duty. To further comprehend the challenge that Mr. Garrick faced to train thousands of individuals, he was basically on call seven days a week and performed training on a moment's notice anywhere in Miami-Dade County. He could be working in North Miami Beach one day and Cutler Ridge the next.

All of Miami-Dade County recognizes Mr. Garrick's efforts as well as 40+ other County trainers in going the extra mile for this training initiative. This intensive training schedule took its toll on the trainers as they were on call to go anywhere in Miami-Dade County to deliver one of 285 workshops. This schedule required last minute course adjustments and flexibility to assist in any last minute unscheduled training class. All of the trainers sacrificed their personal time with their family and also their professional time in their department. Therefore, we also want to thank you for providing such a valuable resource to this extremely important project. Miami-Dade County could not have reached its goal without their sacrifices.

On behalf of the Miami-Dade County Family we wish to add our special thanks to that already expressed by our Mayor and other community officials. Mr. Garrick was one among forty Miami-Dade County personnel selected for this intensive training initiative. They are the cream of the crop and they proved their worth on Election Day. We should all be proud of what they accomplished.

As an expression of our appreciation to Mr. Garrick, he has been granted three days of administrative leave to be used no later than September 30, 2003. Thank you for offering Mr. Garrick's services in the delivery of a successful Election Day on November 5<sup>th</sup>.

  
Steve Shiver  
County Manager

cc: Miami-Dade County University Staff  
Mr. Harold Garrick, Training Specialist 2  
Miami-Dade Water & Sewer Department  
Employee's Personnel File

RECEIVED  
JAN 16 2003



Your neighborhood  
county service center

MIAMI-DADE COUNTY, FLORIDA

OFFICE OF THE DIRECTOR

Stephen P. Clark Center  
111 Northwest 1st Street, Suite 1470  
Miami, Florida 33128

305 / 375-4845

December 11, 2002

Sharon Mitchell, Assistant Director  
Administration Division  
Miami-Dade Water & Sewer Department  
3071 S.W. 38 Avenue  
Miami, Florida 33146

Dear Ms. Mitchell:

I would like to extend to you my deepest gratitude and appreciation for Mr. Harold Garrick's assistance during this elections process.

Mr. Garrick's training and organizational skills proved invaluable in meeting the difficult challenge of training thousands of critically needed personnel in a very limited time frame. We would not have been able to accomplish this goal without his assistance. Mr. Garrick's efforts proved instrumental to the success of the November 5, 2002 Election, and to restoring voter confidence and credibility to Miami-Dade County.

Mr. Garrick is a consummate professional, and over the last weeks, it has been a pleasure working with such an extraordinary individual.

Please feel free to contact me at (305) 375-5214 if you have any questions.

Sincerely,

Becky Jo Glover, Manager  
Training and Development  
Team Metro

cc: Irene Nowosad, Chief of Human Resources, Miami-Dade Water & Sewer Dept.  
Harold Garrick, Training Specialist 2, Miami-Dade Water & Sewer Dept.

RECEIVED  
DEC 27 2002  
Human Resources Office





CIRCUIT COURT  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

STANLEY M. GOLDSTEIN  
CIRCUIT JUDGE

METROPOLITAN JUSTICE BUILDING  
1351 N.W. 12TH STREET  
MIAMI, FLORIDA 33125

May 7, 1993

Mr. Ron Williamson, Special Assistant  
Metro Dade Personnel Department  
111 N.W. 1st Street, Suite 2110  
Miami, Florida 33128

Re: Harold Garrick  
Metro Dade Internship Program

Dear Mr. Williamson:

It is a pleasure for me to recommend Harold Garrick for participation in the County's Internship Program.

In June of 1989, Mr. Garrick was selected to assist in the planning and implementation of the Drug Court in Dade County. The Drug Court is considered to be the model program for the country.

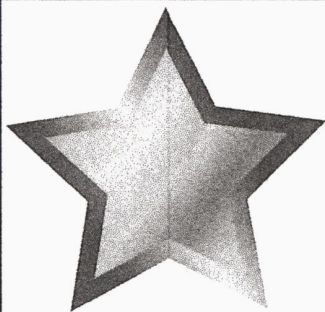
As a Pretrial Service Officer, Mr. Garrick was responsible for screening defendants for the Drug Court and also preparing court documents for their release. He willingly trained other Pretrial Service Officers to work in the Drug Court, and created forms which are presently being utilized in the Court.

Mr. Garrick is dedicated, trustworthy, reliable, and an excellent worker. He has demonstrated a high standard of performance.

It is a pleasure to recommend Mr. Garrick to the County's Internship Program. I am sure he will be an asset to your program, as well as the Criminal Justice System.

Sincerely,

STANLEY M. GOLDSTEIN  
Circuit Judge



# CERTIFICATE OF SERVICE



This is to certify that

*Harold Garrick*

---

has served as a

**Florida Master Money Mentor in 2016**

The University of Florida IFAS Extension Orange County thanks you for your invaluable service.



**FloridaMMM**  
MasterMoneyMentors



**IFAS Extension**  
UNIVERSITY of FLORIDA

*May Sue Pennington*

Family and Consumer Sciences Agent

November 9, 2016

Date

INSTITUTE OF CITIZENSHIP EDUCATION  
MIAMI DADE COMMUNITY COLLEGE

January 30, 1997

Dear Mr. Herald Garrick,

I am very sorry that I missed the Dade County Public School / Miami-Dade Community College Professional Development and Planning Committee Meeting on January 14, 1997. It was encouraging to learn that the meeting was conducted in a fruitful manner without me. Thanks to each of you for your dedication to the task of improving Dade County's Instructions and Administration of our Adult Education Programs.

Our next meeting is scheduled for Tuesday, February 4, 1997, at 2:00 P.M., in the North Campus of Miami - Dade Community College in room 1325.

Major concern will be the review of the assessment items.

Respectfully,



Mr. Bennie Moore, Executive Director.  
Institute of Citizenship Education.



# BARRY UNIVERSITY

UPON THE RECOMMENDATION OF THE FACULTY, THE BOARD OF TRUSTEES  
HAS CONFERRED ON

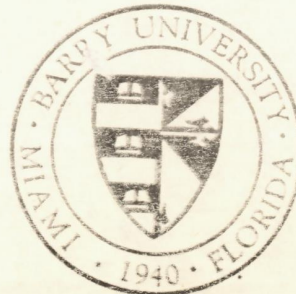
HAROLD GEORGE GARRICK

THE DEGREE OF

BACHELOR OF SCIENCE

IN RECOGNITION OF THE SATISFACTORY FULFILLMENT OF THE REQUIREMENTS  
PERTAINING TO THIS DEGREE.

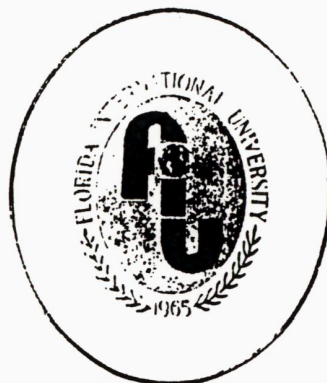
GIVEN THIS THIRTIETH DAY OF JULY  
NINETEEN HUNDRED AND EIGHTY-TWO IN MIAMI SHORES, DADE COUNTY, FLORIDA



*Sister Jeanne O'Loughlin, O.P.*  
PRESIDENT

*Sister Linda Bevilacqua, O.P.*  
DEAN

# Florida International University



On recommendation of the Faculty and by virtue of the authority vested in it by the  
Florida Board of Regents hereby confers upon

**Harold George Garrick**

the degree of

**Master of Science in Adult Education**

School of Education

In Testimony Whereof, the signatures of the University's officers are hereto affixed in Miami, Florida,  
August 13, 1985

*Robin Gibson*  
Chairman, Board of Regents

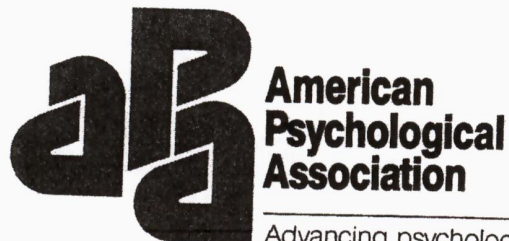
*Bob Graham*  
Governor

*Judy B. Holt*  
President of the University

*Barbara W. Powell*  
Chancellor, State University System

*Peter J. Hirstone*  
Dean





Advancing psychology as a science, a profession, and as a means of promoting human welfare

November 1990

6990 9237  
HAROLD G GARRICK  
7530 EMBASSY BLVD  
MIRAMAR, FL 33023

Dear HAROLD G GARRICK:

Congratulations and welcome to the world's largest organization of psychologists! I am pleased to confirm that your application to become a Student Affiliate of the American Psychological Association has been received and processed. Your identification number should be used when contacting our offices with any questions regarding your status, payment, or subscriptions. Affiliation and subscriptions with APA are on a calendar year basis, January through December.

Your subscriptions to the American Psychologist and APA Monitor have been entered, however, there is generally a 6-8 week time period before actual receipt of the publications. As the Subscription Department generates mailing labels, your new subscriptions will be included in the cycle along with all other affiliates and members. Should you have an address change or subscription question, please call (703)247-7703 for assistance.

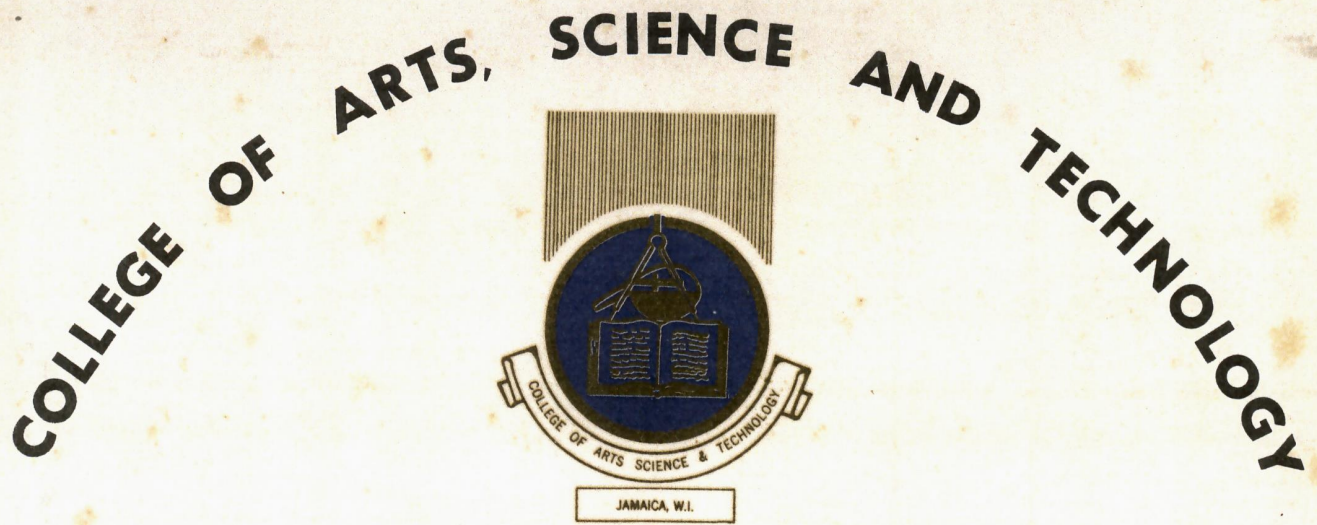
New Student Affiliate applications received during September, October, November, or December are immediately processed. These applicants will receive September-December copies of the AP, and the Monitor will begin 6-8 weeks after application, FREE OF CHARGE. The fee will be applied to the next calendar year (1991), therefore, such affiliates will continue through 1991, and then receive a renewal statement for 1992 late in 1991.

We are here to assist you as you begin your affiliation with the APA and it is our hope that you will continue as an active member of the Association in the future. If you have any questions or concerns, please call the Membership Office at (703)247-7776.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'Jeanine Biocic'.

Jeanine Biocic  
APA Membership Services



Harold George GARRICK

having satisfactorily completed  
a two-year evening course  
in

## SUPERVISORY MANAGEMENT

and having achieved  
the examination results as shown  
has been awarded this

## CERTIFICATE

by authority of the College Council

*Leslie R.B. Robinson*  
CHAIRMAN OF THE COUNCIL

*Ch. S. S. S.*  
PRINCIPAL

Organisation II

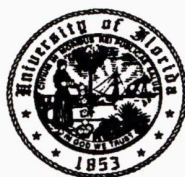
Pass

Supervision II

**Distinction**

19 March 1976  
DATE AND SEAL





# UNIVERSITY OF FLORIDA

*Center for Training, Research and Education for Environmental Occupations  
(TREEO Center)*

*certifies that*

**HAROLD GARRICK**

*attended*

*Train-The-Trainer: For Hazardous Materials First Responder*

*September 5-6, 1996*

*and is awarded this*

***Certificate of Attendance***

*Date issued: 09/06/96*

*CEU's : 1.6*

*Dr. William T. Engel, Jr.*

*Director*

# TRANSLATION

## Federal Republic of Germany

### Professional education and advanced training

MR GARRICK HAROLD GEORGE

has, from 04/07/1974 until 26/11/1975 upon invitation  
Government of the Federal Republic of Germany

received a professional education and advanced training in the field of

AUTOMOBILE ENGINEER - MOTOR CAR PRACTICE  
for Technical Teachers

It is hereby certified that the education and advanced training have been concluded with success. Individual certificates have been issued in respect of the results achieved in the various specialized fields.

signed and sealed by:

Kultusministerium  
Baden - Württemberg

Stuttgart, 25.11.75

For the correctness of  
the translation:

Mannheim, 26.11.

//The Federal Minister for  
Economic Cooperation  
by order

stamp, signature 24.11.75  
Bonn, date//

Herbert Burk, StD (Dipl.Gwl.)  
Director Industrial Occupations Promotion  
Centre, Mannheim



# International Conference of Police Chaplains



## VIRTUAL TRAINING SEMINAR

July 14-16th, 2020

*This certifies*

***Harold G. Garrick***

*attended the Continuing Education Seminar for law enforcement chaplains*

10 Contact Hours (1 CEU)

Pam Neal, President



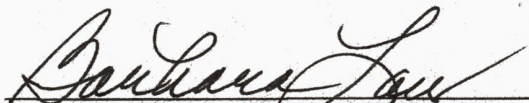
*State of Florida*  
*Department of Highway Safety & Motor Vehicles*  
*Division of Driver Licenses*  
*Bureau of Driver Education & DUI Programs*

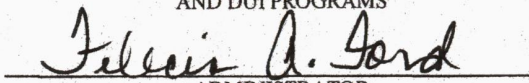
THIS IS TO CERTIFY THAT

**HAROLD GARRICK**

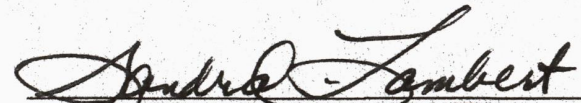
**HAS COMPLETED ALL THE REQUIREMENTS FOR THE  
INSTRUCTOR TRAINING PROGRAM AND IS CERTIFIED TO TEACH  
IN THE FLORIDA TRAFFIC LAW AND SUBSTANCE ABUSE EDUCATION PROGRAM.**

THIS CERTIFICATE IS SUBJECT TO YEARLY  
RE-CERTIFICATION BASED ON DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES APPROVED  
INSTRUCTOR STANDARDS.

  
CHIEF, BUREAU OF DRIVER EDUCATION  
AND DUI PROGRAMS

  
ADMINISTRATOR  
DRIVER IMPROVEMENT SCHOOLS



  
DIRECTOR, DIVISION OF DRIVER LICENSES

February 1, 2005  
DATE OF ISSUE

HSMV 77216 (10/99)



Board of Supervisors  
Toho Water Board  
951 Martin Luther King Blvd  
Kissimmee FL 34741

July 18<sup>th</sup>, 2022

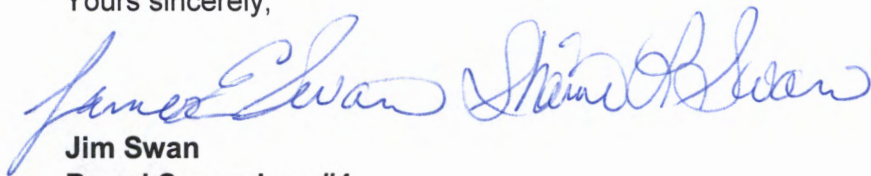
Dear Board of Supervisors,

The purpose of this letter is to give Notice of Resignation for my role as Supervisor #4 with the Toho Water Authority Board effective August 15, 2022.

The term of my Board position runs through September 30, 2024 and it is with regret that I am unable to continue throughout that term.

It has been a pleasure to have contributed to the achievements of this Board and I wish continued success to all in the future.

Yours sincerely,



**Jim Swan**  
**Board Supervisor #4**

Cc Todd Swingle – Executive Director, Toho Water Authority  
Mike Steigerwald – City Manager, City of Kissimmee