



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 4, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Hispanic Heritage Month

3.B Proclamation- Ashley Ann Cariño

3.C Proclamation in recognition of World Polio Day

3.D Proclamation - National Fire Prevention Week

3.E Presentation of Economic Development QTI company Eden Cosmetic & Wellness, Inc.

3.F Employee of the Month for October - Logan Harper

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Ordinance amending the Zoning designation to establish RC-1 (Multiple Family Medium Density Residential); ZMA-22-0004 - Proposed Ordinance 22-16

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Tyler Technologies annual software maintenance for Enterprise Resource Planning (ERP) software suite

7.B CentralSquare Technologies Annual Software Maintenance for OneSolution Public Safety Software Suite

7.C First Loop Logistics Park – Major Subdivision, Final Plat (DRC-21-00054)

7.D Osceola Village Center Phase 2 – Major Subdivision, Final Plat (SR-22-0006)

- 7.E Purchase of budgeted computer equipment

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

- 8.B Community Redevelopment Agency (CRA) Minutes Approval - September 27, 2022

COMMUNITY REDEVELOPMENT AGENCY ADJOURNS AND RECONVENES AS CITY COMMISSION

- 8.C Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

- 8.D Prospera Fiscal Year End Update and Approval of Services Agreement Renewal for FY2022-2023

- 8.E Social Service and Quality of Life Grant Funding Allocations for FY 2022-2023

- 8.F Appointment of Commission Representatives to External Boards and Councils

- 8.G Advisory Board Appointments and Vacancies

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER

- 9.B CITY ATTORNEY

- 9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A

Proclamation - Hispanic Heritage Month

Request

The request is for the Commission to present a Proclamation- Hispanic Heritage Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Hispanic Heritage Month 2022

Proclamation



HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month, dates back to 1968 and begins each year September 15 to October 15; and

WHEREAS, during this month, we honor the rich heritage of the Hispanic community and celebrate its countless achievements; and

WHEREAS, the term Hispanic or Latino, refers to South or Central American, or other Spanish culture or origin regardless of race; and

WHEREAS, Hispanics have had a profound and positive influence on our country with roots that trace back generations. They have come to represent the spirit of our Nation through their strong commitment to family, faith, hard work, and service; and

WHEREAS, we recognize the contributions of those who came to our shores in search of their dreams and who continue to add new chapters in our national story by enhancing and shaping our national character with centuries-old transitions that reflect the multiethnic and multicultural customs of their communities; and

WHEREAS, during National Hispanic Heritage Month, let us renew our commitment to ensuring ours remain a society where the talents and potential of all its members can be fully realized; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of September 15- October 15, 2022 as "**Hispanic Heritage Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 4th day of October, 2022.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B**Proclamation- Ashley Ann Cariño****Request**

The request is for the Commission to present a Proclamation to Ashley Ann Cariño.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Ashley Ann Cariño

Proclamation



ASHLEY ANN CARIÑO

WHEREAS, born in Fajardo, Puerto Rico in 1994 to parents Jose Cariño and Olga Barreto, Ashely moved to Kissimmee with her family when she was six years old; and

WHEREAS, Cariño attended the Professional and Technical High School in Kissimmee where she received certification to work as a psychosocial rehabilitator, after overcoming ADHD in her childhood, she was inspired to work with children with cognitive diversity; and

WHEREAS, Ashley has focused on helping children and adolescents with mental health diagnoses and hopes to inspire those around her to be themselves and believe in who they are and what they can accomplish ; and

WHEREAS, after high school, Ashley studied at the University of Central Florida, majoring in Aerospace Engineering; and

WHEREAS, Ashley began her pageantry journey when she competed in Miss USA 2021, and as a delegate in Miss Florida USA 2021 she became the first woman from Kissimmee to be crowned the new queen ; and

WHEREAS, on August 12, 2022 at the Luis A. Ferré Performing Arts Center, San Juan, Puerto Rico, Ashley Ann Cariño was crowned Miss Universe Puerto Rico 2022, she is now preparing to compete in Miss Universe 2023; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby present this proclamation to "**Ashley Ann Cariño**" for her accomplishments and dedicated service to the community.

IN WITNESS, THEREOF, this is signed this 27th day of September, 2022.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C

Proclamation in recognition of World Polio Day

Request

The request is for the Commission to present a Proclamation to Mary Rose Cox, Rotary Club of Kissimmee, President.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- World Polio Day

Proclamation



WORLD POLIO DAY

WHEREAS, The Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary launched Polio Plus in 1985 and helped establish the Global Polio Eradication Initiative in 1988, which today includes the World Health Organization, the US Centers for Disease Control and Prevention, UNICEF, the Bill Gates & Melinda Gates Foundation and Gavi, the Vaccine Alliance; and

WHEREAS, Rotary helped reduced polio cases by 99.9 percent since their first project to vaccinate children in the Philippines in 1979; and

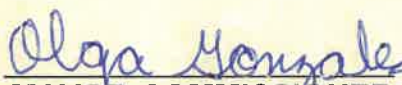
WHEREAS, Rotary awarded \$333 million for global service initiatives in 2020-21 with 47 million volunteer hours per year and has contributed more than 2.1 billion and countless volunteer hours to protect nearly 3 billion children in 122 countries from this paralyzing disease; and

WHEREAS, The Rotary Club of Kissimmee Bay is one of 6 Rotary Clubs within Osceola County, which include Rotary Club of Kissimmee, Rotary Club of Kissimmee West, Rotary Club of St. Cloud, Rotary Club of Celebration and Rotary Club of Poinciana, whose members sponsor service projects to address such critical issues as poverty, health, hunger, illiteracy and the environment in our local communities and abroad; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 24, 2022 as **"World Polio Day"** in the City of Kissimmee and encourage all citizens to join Rotary International in the fight for a polio-free world.

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


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D**Proclamation - National Fire Prevention Week****Request**

The request is for the Commission to present a Proclamation to Fire Chief Walls.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-National Fire Prevention Week 2022

Proclamation



NATIONAL FIRE PREVENTION WEEK

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

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

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

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

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

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

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

WHEREAS, the nationwide Fire Prevention Week theme for 2022 is "**Fire Won't Wait. Plan Your Escape.**" The City of Kissimmee Fire Department wants to remind us all to "develop a home escape plan with all members of the household and practice it regularly ensuring that everyone knows what to do when the smoke alarm sounds and uses the time wisely," during Fire Prevention Week and year-round.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 9 - October 15, 2022 as "**National Fire Prevention Week**" throughout the City of Kissimmee. We salute our outstanding firefighters for their professionalism, skill and courage, and assist them in ensuring that all are safe from the dangers of fire.

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


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.E**Presentation of Economic Development QTI company Eden Cosmetic & Wellness, Inc.****Request**

Introduction of Eden Cosmetic & Wellness, Inc., an Economic Development QTI company.

Explanation

In 2018, the City of Kissimmee launched its Kissimmee Medical Arts District and included tailored incentives to attract new medical companies to the city. Eden Cosmetic and Wellness, LLC, is an eligible QTI medical company, purchasing and building out 316 W. Bass Street, Unit #203, located in the Medical Arts District. This medical investment will amount to over \$750,000 and offer the highest grade of non-surgical medical cosmetic procedures, as well as post-surgical therapeutic recovery services to its patients. Dr. Perez is committed to creating 7 medical jobs, with a company average wage of \$65,000 (which is 155% of the 2022 Osceola County Average Wage). The City of Kissimmee welcomes and thanks Dr. Perez for her investment in our economy.

Department: City Manager
Presenter: Belinda Kirkegard

Attachment(s):

None

ITEM 3.F

Employee of the Month for October - Logan Harper

Request

That the City Commission join the City Manager in recognizing Logan Harper, Airport, as October's Employee of the Month.

Explanation

The City is honored to announce that the Employee of the Month for October is Logan Harper, Technician II for the Airport. Logan has been with the City for over 8 years.

Logan recently became the lead of the airfield maintenance, fulfilling functions that two employees were previously doing. He analyzed the mowing process and perfected the work schedule to keep the 1,300 acres of airport property maintained in such a manner as to not to attract the wildlife (that are a hazard to the aircraft) and for proper appearances. Logan also maintains the entire airfield lighting system – a crucial function of operations. He worked through the transition issues with the new airfield lighting vault, and he has maintained a parts inventory in these times of global inventory shortages - enabling the system to remain operational during power surges and conversion issues.

Logan is committed to the smooth operations of the airport, always following FAA policies and guidelines. He is a leader in training others who assist with maintenance, he looks for budget-saving ideas, and he is working towards an additional certification to enhance his knowledge.

The City is grateful for Logan's leadership qualities and his great attitude, and would like to recognize him.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Final Reading - Ordinance amending the Zoning designation to establish RC-1 (Multiple Family Medium Density Residential); ZMA-22-0004 - Proposed Ordinance 22-16

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Recommendation of approval of a Zoning Map Amendment (ZMA) to change the Zoning designation from Planned Mixed Use Development (PMUD) to Multiple Family Medium Density Residential (RC-1) on 30.98 acres of land east of South John Young Parkway, north of Hacienda Circle, and west of Lake Tohopekaliga.

Explanation

The current Planned Mixed Use Development (PMUD) Zoning designation on the property was established in 1999 with the approval of the Huntington Properties PMUD (DRC#99-047) at the July 13, 1999 City Commission meeting. Due to inactivity, the 62 acre PMUD expired and an amendment was submitted and approved in 2002 for 22 single family units, 252 multiple family units and 22 acres of commercial uses. Through a series of Land Use and PMUD amendments and plat submittals (listed within the attached Site Data Tables), this 30 acre portion has been previously approved for townhomes and multi-family uses. In addition, portions of the original Huntington Properties PMUD have been separated into zoning districts that can accommodate townhome, multi-family, and commercial uses. This rezoning to RC-1 maintains consistency with the previously approved amendments and submittals that facilitated townhome and multi-family uses. It is also consistent with the Multi-Family Medium Density Residential (MF-MDR) Future Land Use designation.

Site improvements and conditions to mitigate impacts will be addressed with the subsequent development review process and subject to applicable local, state, and federal permitting requirements and standards.

FINDINGS AND REASONS:

1. Compliance with the intent of the Multiple Family Medium Density Residential (RC-1) Zoning District as outlined in Section 14-4-4(E) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-5, Table 4-1, as triplexes, townhomes, and multi-family are consistent and compatible with the surrounding area with conditional use approval.
3. Compliance with the dimensional regulations for standard zoning districts as outlined in Section 14-4-6 of the Land Development Code.
4. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
5. Compliance with Land Development Code Section 14-3-27, Zoning map and Land Development Code (LDC) amendments, in regards to the submittal and review procedures and criteria to support an amendment.

Recommendation

REQUESTED PLANNING ADVISORY BOARD ACTION:

Approve

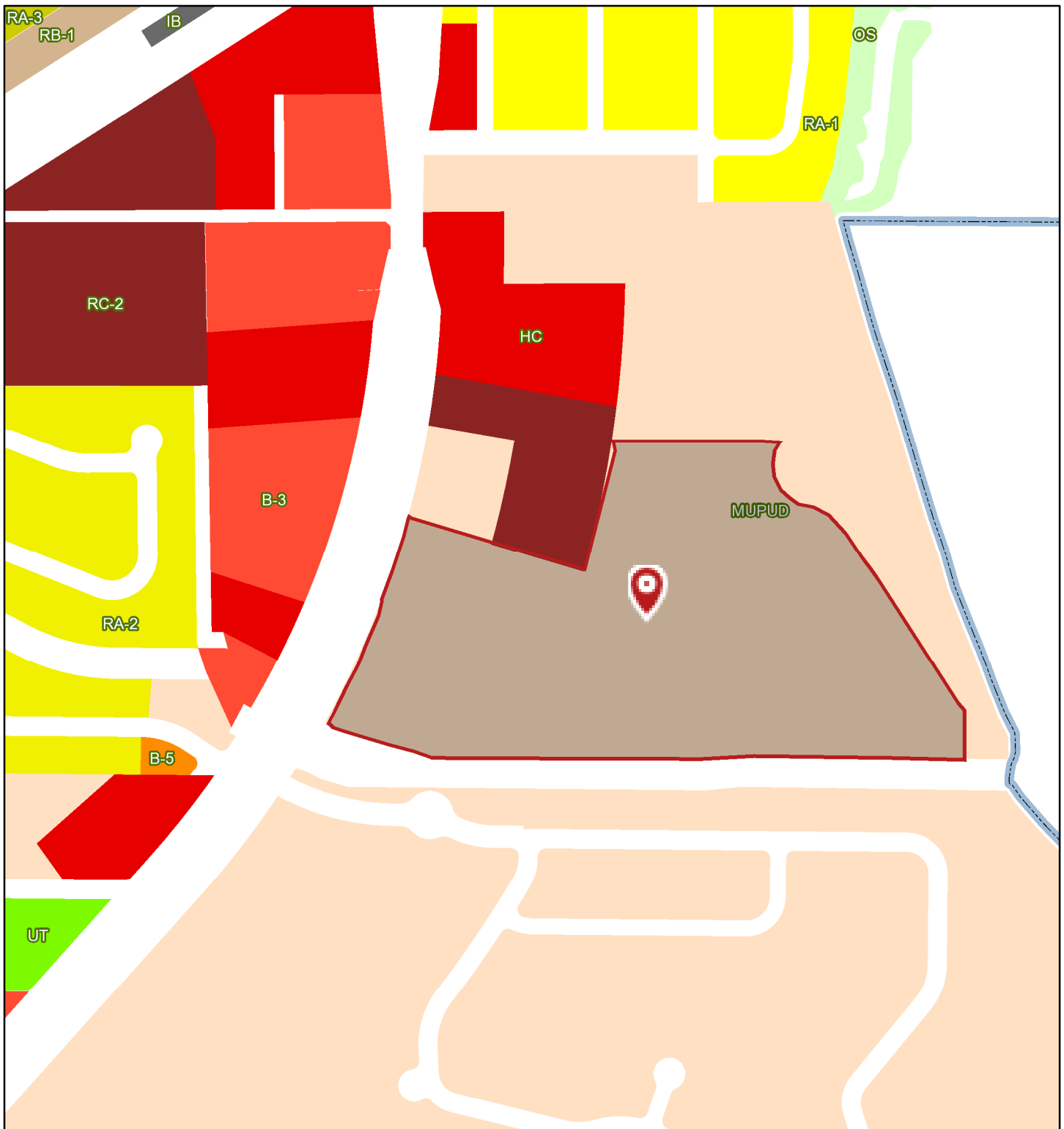
The Development Review Committee (DRC) recommended approval on August 2, 2022.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on September 7, 2022.

Attachment(s):

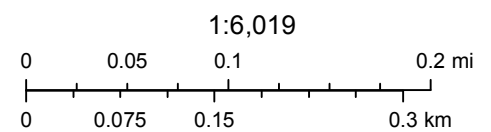
1. ZMA-22-0004 Vicinity Map
2. ZMA-22-0004 Aerial Map
3. ZMA-22-0004 Site Data Tables
4. ZMA-22-0004 Proposed Ordinance 22-16
5. ZMA-22-0004 City Commission Ad
6. ZMA-22-0004 Traffic Statement
7. ZMA-22-0004 Public Comments
8. ZMA-22-0004 DRC Comments
9. ZMA-22-0004 DRC Application

ZMA-22-0004
Zoning Map Amendment
Kissimmee Residential JYP

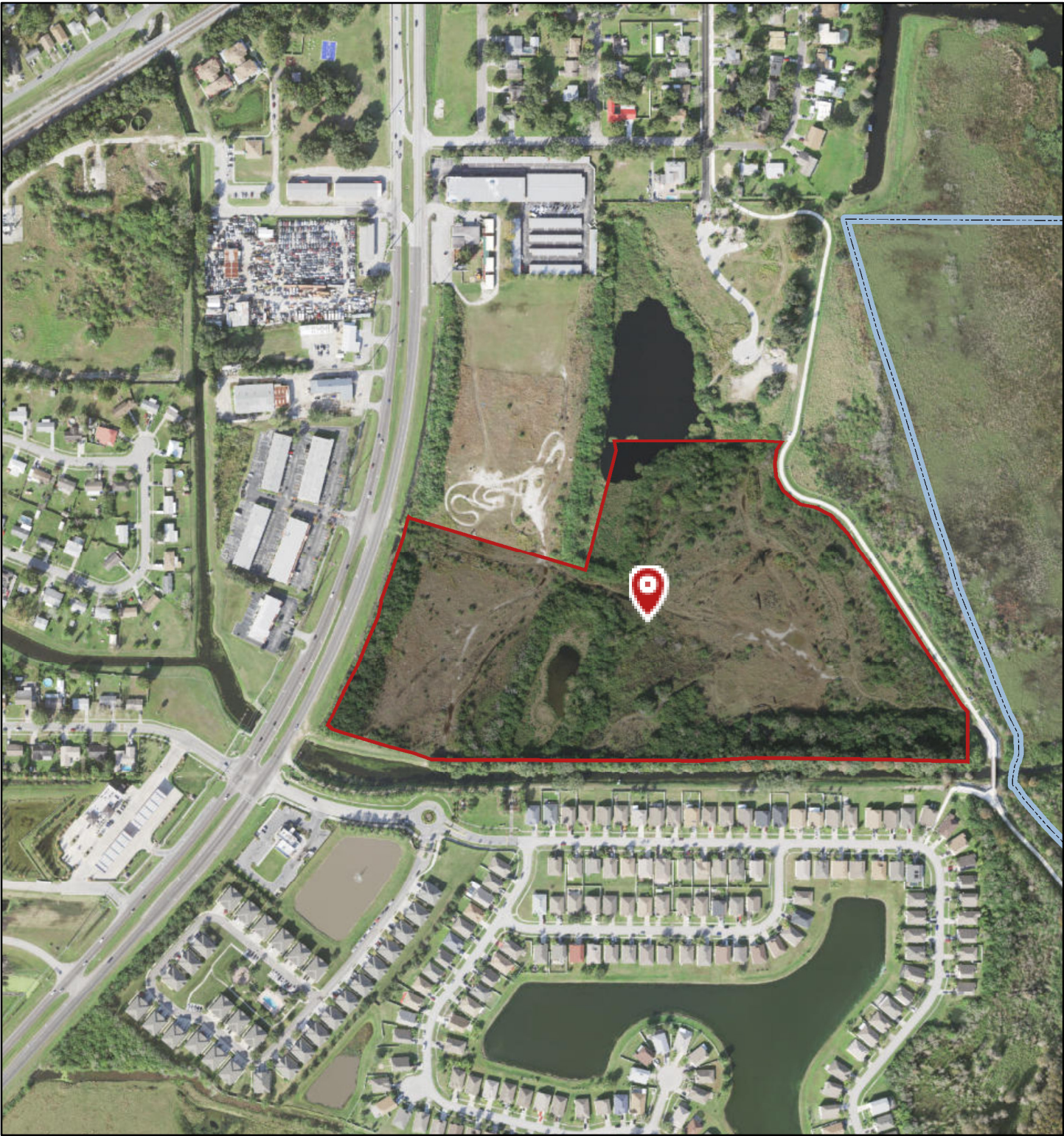


September 2, 2022

- Address Points COUNTY
- Parcels
- Road Centerlines
- City Limits**
- CITY

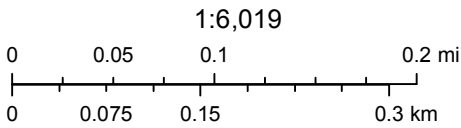


ZMA-22-0004
Zoning Map Amendment
Kissimmee Residential JYP



September 2, 2022

- | | |
|--------------------|------------------------------|
| Address Points | Low Resolution 15m Imagery |
| Parcels | High Resolution 60cm Imagery |
| Road Centerlines | High Resolution 30cm Imagery |
| City Limits | Citations |
| CITY | 1.2m Resolution Metadata |
| COUNTY | World Street Map |
| World Imagery | |



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ZMA-22-0004
Kissimmee Residential JYP Zoning Map Amendment,
East of S. John Young Pkwy., North of Hacienda Cir., and west of Lake Tohopekaliga
Site Data Tables

Site Data	
Size	30.98 acres
Future Land Use Designation	MF-MDR (Multi Family Medium Density Residential)
Proposed Future Land Use Designation	N/A
Zoning District Designation	MUPUD (Mixed Use Planned Unit Development)
Proposed Zoning District Designation	RC-1 (Multi Family Medium Density Residential)
Existing Overlay District	None
Existing Use(s)	Vacant
Proposed Use(s)	Multi-Family
Adjacent Land Use	
North	SF-LDR, MF-MDR, & MF-HDR (Multi Family High Density Residential) – City
South	SF-LDR & CONS (Conservation) – City
East	CONS – City
West	Commercial General – City
Adjacent Zoning	
North	MUPUD & RC-2 (Multi Family Medium Density Residential) - City
South	MUPUD – City
East	MUPUD – City
West	B-3 (General Commercial) & HC (Highway Commercial) - City
Future Land Use & Zoning History	99-046 Annexation (Huntington Properties) 99-047 MUPUD Zoning (expired) 02-034 MUPUD Amendment (SF, MF, & Commercial) 03-078 MUPUD Amendment (TH & SF - Expired) 04-164 Land Use Amendment (CG to MF-MDR) 05-0049 Land Use Amendment (SF-LDR to CG) 05-0047 MUPUD Amendment (TH & Self Storage) 07-075 MUPUD Amendment (Townhomes & Layout) 15-038 Rezoning (MUPUD to HC – Vine Church) 15-068 Land Use Amendment (MF-MDR to CG – Vine) 18-113 Land Use Amendment (CG to MF-HDR – Vine) 18-114 – Rezoning (HC to RC-2 – Vine Church)
Past/Current Project Tracking	00-051 Final Plat 01-088 PUD Site Plan (Retail Warehouse, expired) 03-094 Preliminary Plat (Single Family) 05-048 Preliminary Plat (Townhomes) 05-127 PUD Site Plan (Noah's Ark Self Storage) 06-034 Final Plat (Single Family - expired)

	08-024 Final Plat (Single Family) 15-152 Final Plat (Vine Church) 19-050 Final Plat (Vine Church)
Comprehensive Plan Summary	
Policy 1.2.1.3, Medium Density Residential (MDR): The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR.	
The Multi Family Medium Density Residential (MF-MDR) designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.	
Potential Zoning Districts	Multiple Family Medium Density Residential - RC – 1
	Agriculture and Conservation - AC
	Residential Planned Unit Development District - RPUD
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD

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

Comprehensive Plan Future Land Use & Zoning Comparisons		
	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	MF-MDR – City FLU (Max. 20 du/ac)	N/A
	MUPUD Zoning	RC-1 Zoning
	Vacant	Multi-Family

Public Facilities Analysis	
Transportation	
Adjacent street	South John Young Parkway
Street Quality of Service (QOS)	Adjacent Street is under State jurisdiction.
Sanitary Sewer	
Is volume less than 98%	Yes – Compliance

capacity?	
Potable Water	
Is volume less than 98% capacity?	Yes – Compliance
Is water pressure at least 40lbs per square inch?	Yes – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	Yes – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	Yes – Compliance
Is urban open space area at least 2 acres per 1,000 population?	Yes – Compliance
Is total recreation area at least 4 acres per 1,000 population?	Yes – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	Yes – Compliance

PROPOSED ORDINANCE NO. 22-16
ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 3034
KNOWN AS THE CITY OF KISSIMMEE LAND
DEVELOPMENT CODE, REZONING THE PROPERTY
HEREINAFTER DESCRIBED, REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING
AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

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

FROM: PMUD (Planned Mixed Use Development) – City

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

The subject property is located at: Parcel ID: 28-25-29-1512-0001-00B0

Legal Description:

HUNTINGTON PB 12 PGS 109-112 TRACT B AND PORTION OF TRACT A: COM NW COR OF SE 1/4, N 179.80 FT, E 54 FT TO ELY R/W OF US 17-92, S 203.26 FT, N 88 DEG E 256.01 FT, S 1 DEG E 201.16 FT, S 88 DEG W 219.48 FT, S 14 DEG E 80 FT TO NON-TAN CURVE, CONC NWLY, RAD 2974.79 FT, CENT ANG 15 DEG (CH BEARING S 9 DEG W) ALONG CURVE 665.42 FT TO POB; S 75 DEG E 580.22 FT TO NON-TAN CURVE, CONC NWLY, RAD 3554.59 FT, CENT ANG 2 DEG (CH BEARING S 15 DEG W 100 FT) TO POC, CONC NWLY, RAD 3554.59 FT, CENT ANG 8 DEG (CH BEARING S 20 DEG W 519.95 FT), W 259.16 FT, N 75 DEG W 305 FT, N 66 DEG W 38.39 FT TO NON-TAN CURVE, CONC NWLY, RAD 2984.79 FT, CENT ANG 8 DEG (CH BEARING N 23 DEG E 417.91 FT), N 71 DEG W 10 FT TO NON-TAN CURVE, CONC NWLY, RAD 2974.79 FT, CENT ANG 3 DEG (CH BEARING N 17 DEG E 169.14 FT) TO POC, CONC NWLY, RAD 2974.79 FT, CENT ANG 1 DEG (CH BEARING N 15 DEG E 100 FT) TO POB

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3034 as heretofore amended shall remain in full force and effect.

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

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

AYES:

NAYS:

Said motion having been duly carried, thereupon, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the 4th day of October, 2022.

Mayor - Commissioner

ATTEST:

City Clerk

CITY OF KISSIMMEE

NOTICE OF PUBLIC HEARING

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3034 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **MUPUD - (Planned Mixed Use Development) – City**

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

The subject property is located at **Parcel ID: 28-25-29-1512-0001-00B0**

Legal Description:

HUNTINGTON PB 12 PGS 109-112 TRACT B AND PORTION OF TRACT A: COM NW COR OF SE 1/4, N 179.80 FT, E 54 FT TO ELY R/W OF US 17-92, S 203.26 FT, N 88 DEG E 256.01 FT, S 1 DEG E 201.16 FT, S 88 DEG W 219.48 FT, S 14 DEG E 80 FT TO NON-TAN CURVE, CONC NWLY, RAD 2974.79 FT, CENT ANG 15 DEG (CH BEARING S 9 DEG W) ALONG CURVE 665.42 FT TO POB; S 75 DEG E 580.22 FT TO NON-TAN CURVE, CONC NWLY, RAD 3554.59 FT, CENT ANG 2 DEG (CH BEARING S 15 DEG W 100 FT) TO POC, CONC NWLY, RAD 3554.59 FT, CENT ANG 8 DEG (CH BEARING S 20 DEG W 519.95 FT), W 259.16 FT, N 75 DEG W 305 FT, N 66 DEG W 38.39 FT TO NON-TAN CURVE, CONC NWLY, RAD 2984.79 FT, CENT ANG 8 DEG (CH BEARING N 23 DEG E 417.91 FT), N 71 DEG W 10 FT TO NON-TAN CURVE, CONC NWLY, RAD 2974.79 FT, CENT ANG 3 DEG (CH BEARING N 17 DEG E 169.14 FT) TO POC, CONC NWLY, RAD 2974.79 FT, CENT ANG 1 DEG (CH BEARING N 15 DEG E 100 FT) TO POB

PROPOSED ORDINANCE #22-16: AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, October 4, 2022** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

Reference # ZMA-22-0004
Kissimmee Residential JYP

PLANNING ADVISORY BOARD KISSIMMEE, FLORIDA



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

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

MEMORANDUM

To: Nabil Muhaisen, MSCE
Public Works & Engineering, City of Kissimmee

From: James M. Taylor, P.E.
Kimley-Horn and Associates, Inc.

Date: August 29, 2022

Subject: Traffic Impact Analysis (TIA) Methodology
Kissimmee Residential JYP

PURPOSE

The following is a Traffic Impact Analysis (TIA) methodology outline for the above-referenced project in the City of Kissimmee, Florida. The forthcoming TIA will generally conform to the methodology herein and the policies and guidelines of the City of Kissimmee.

PROJECT DESCRIPTION

Kissimmee Residential JYP is a proposed multifamily development generally located on the east side of John Young Parkway (US 17/92), north of Hacienda Circle in the City of Kissimmee, Florida. The proposed development will consist of 534 dwelling units of multifamily housing. The project site is currently vacant and is anticipated for buildout in Year 2024. Access to the development is proposed via one (1) existing full-access driveway along John Young Parkway, approximately 790 feet northeast of US 17/92 & Hacienda Circle / Osceola Park Drive.

Figure 1 shows the location of the proposed development and driveway.





TRIP GENERATION

Trip generation rates for the proposed development were calculated using the 11th Edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*. Land Use Code (LUC) 221 (Multifamily Housing Mid-Rise) was used to estimate the trip generation of the development. Excerpts from ITE's *Trip Generation Manual* are provided in **Attachment A**.

Table 1 provides the Daily, AM peak hour, and PM peak hour trip generation summaries for the project. The proposed development is anticipated to generate approximately 2,498 daily trips, of which 224 occur during the AM peak hour (52 inbound / 172 outbound) and 209 during the PM peak hour (127 inbound / 82 outbound). Since the proposed development is estimated to generate more than 99 two way peak hour trips (AM and/or PM), the forthcoming TIA will follow requirements for a Tier 3 TIA.

Table 1: Trip Generation Summary

Daily	Land Use	ITE LUC	Size	Units	ITE Trip Rate ¹	Daily Trip Generation				
						Total	In ¹		Out ¹	
	Multifamily Housing (Mid-Rise)	221	534	DU	4.68	2,498	50%	1,249	50%	1,249
	Total Generated Trips					2,498	1,249		1,249	
AM Peak Hour	Land Use	ITE LUC	Size	Units	ITE Trip Rate ¹	AM Peak Hour Trip Generation				
						Total	In ¹		Out ¹	
	Multifamily Housing (Mid-Rise)	221	534	DU	0.42	224	23%	52	77%	172
	Total Generated Trips					224	52		172	
PM Peak Hour	Land Use	ITE LUC	Size	Units	ITE Trip Rate ¹	PM Peak Hour Trip Generation				
						Total	In ¹		Out ¹	
	Multifamily Housing (Mid-Rise)	221	534	DU	0.39	209	61%	127	39%	82
	Total Generated Trips					209	127		82	

Notes: ¹ Vehicle trip rates and directional splits per data and procedures outlined in ITE Trip Generation Manual, 11th Edition



STUDY AREA

Per the City's TIA procedures and requirements for a Tier 3 TIA, an operational analysis will be conducted for all roadway segments, signalized intersections, and major unsignalized intersections within a 2-mile radius of the proposed development. Therefore, the proposed study area will include the following roadway segments and intersections:

Roadway Segments

- John Young Parkway
 - o Pleasant Hill Road to Portage Street
 - o Portage Street to Emmett Street
 - o Emmett Street to US 192-441
 - o US 192 to Columbia Avenue
- US 192 (Vine Street)
 - o Hoagland Boulevard to Thacker Avenue
 - o Thacker Avenue to Main Street/US 441-17/92
- Pleasant Hill Road
 - o Grasmere View Parkway to US 17/92
- Neptune Road
 - o Broadway Avenue/Main Street to Lakeshore Boulevard

Study Intersections

1. John Young Parkway & Columbia Avenue (*signalized*)
2. John Young Parkway & US 192 (Vine Street) (*signalized*)
3. John Young Parkway & M.L.K. Jr Blvd (*signalized*)
4. John Young Parkway & Emmett Street (*signalized*)
5. John Young Parkway & Hacienda Circle / Osceola Park Drive (*signalized*)
6. John Young Parkway & Pleasant Hill Road (*signalized*)
7. Broadway/Main Street & Neptune Road (*signalized*)
8. John Young Parkway & Project Driveway (*stop-controlled*)

Intersections within the 2-mile area of influence where a significant number of project turns are anticipated were included in the analysis. A test for two percent (2%) significance is provided in **Table 2**. As shown in the table, project trips are only expected to consume greater than two percent (2%) of the above-listed John Young Parkway segments.

**Table 2: Significance Test**

AM Peak Hour Trip Generation: **52 IN** **172 OUT**
 PM Peak Hour Trip Generation: **127 IN** **82 OUT**

Roadway Segment Count # ¹ Segment		PHPD MSV ¹	Trip Distribution (%) ²	Project Trips		Maximum Significance (%)	Significance > 2%?
				AM Peak	PM Peak		
John Young Parkway							
911	Pleasant Hill Rd to Portage St	2,060	81%	139	103	6.75%	Yes
920003	Portage St to Emmett St	2,060	77%	132	98	6.41%	Yes
319	Emmett St to US 192-441	2,940	63%	108	80	3.67%	Yes
318	US 192 to Columbia Ave	2,780	36%	62	46	2.23%	Yes
US 192 (Vine St)							
905	Hoagland Blvd to Thacker Ave	2,970	13%	22	17	0.74%	No
925016	Thacker Ave to Main St/US 441-17/92	2,830	13%	22	17	0.78%	No
Pleasant Hill Road							
205	Grasmere View Pkwy to US 17/92	1,850	4%	7	5	0.38%	No
Neptune Road							
364	Broadway Ave/Main St to Lakeshore Blvd	1,760	6%	10	8	0.57%	No

Notes:

1. Data obtained from Osceola County's 2022 Roadway Network Capacity Report (updated 07/18/2022)
2. Maximum distribution along segment



TRIP DISTRIBUTION

Projected traffic demand of project trips on study roadways was derived with use of the latest adopted regional travel demand model. Land use data for the project was entered into a new traffic analysis zone (TAZ) within the Central Florida Regional Planning Model (CFRPM v7) model set and situated within the existing roadway network. The model was used to assign trips for all trip purposes between allocated origin and destination pairs using project buildout year model data. Trip distribution for the project was extracted from the completed model assignment and reviewed for logic. The resulting model plot showing the percent of daily project distribution is provided in **Attachment B**.

Daily model project distribution was referenced to manually assign project distribution at study area intersections and driveway in general accordance with model output. **Figure 2** shows the intersection movement project distribution generated by the proposed development within the study area to be used in the TIA.

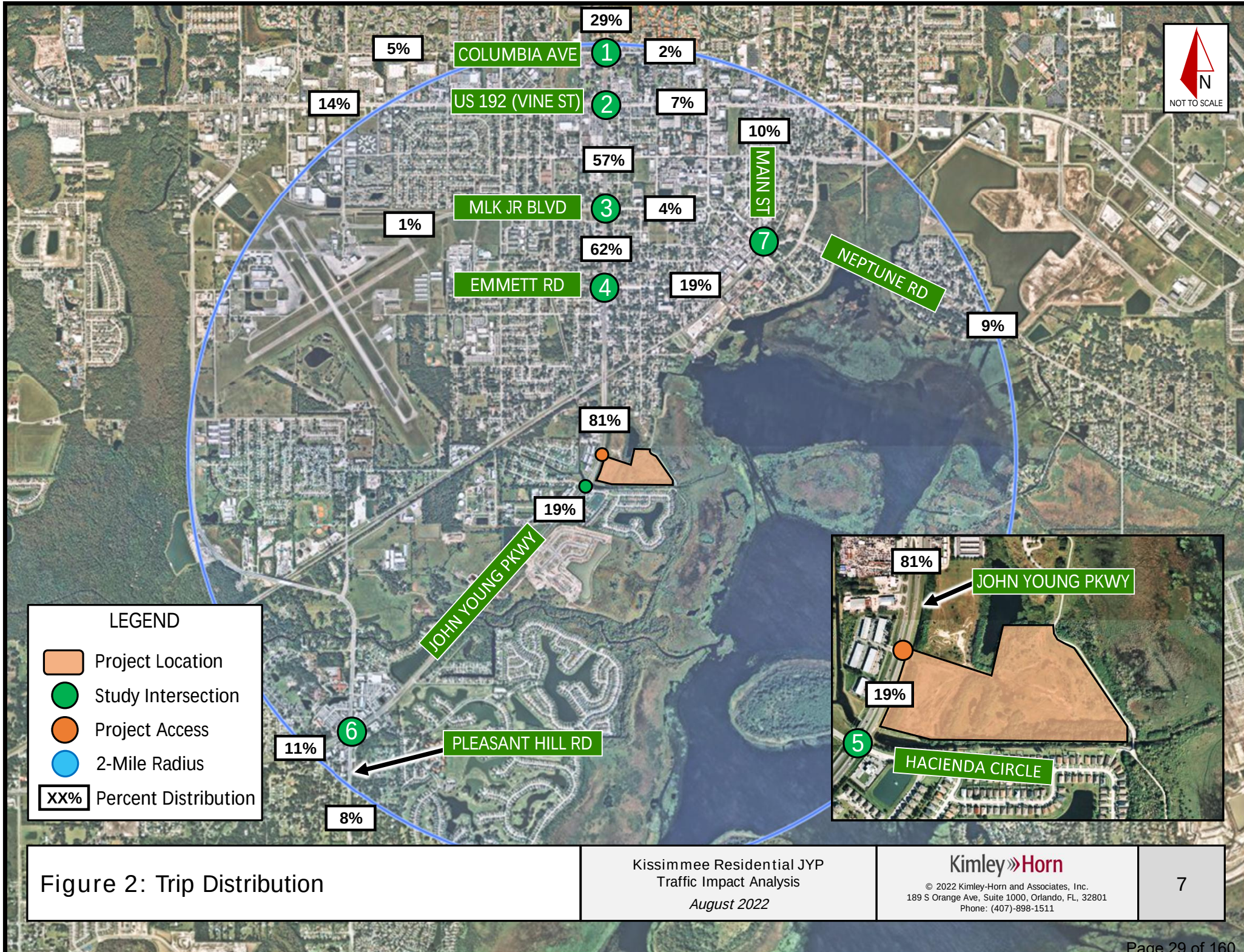


Figure 2: Trip Distribution

Kissimmee Residential JYP
Traffic Impact Analysis
August 2022

Kimley»Horn
© 2022 Kimley-Horn and Associates, Inc.
189 S Orange Ave, Suite 1000, Orlando, FL, 32801
Phone: (407)-898-1511



DATA COLLECTION

Turning movement counts (TMCs) will be collected on a standard mid-week day (Tuesday, Wednesday, or Thursday) during the AM (7:00 AM to 9:00 AM) peak period. Existing TMCs will be adjusted by a seasonal factor based on the latest data from FDOT's Florida Traffic Online (FTO) Web Application.

FUTURE GROWTH

To develop future background volumes, the seasonally adjusted existing TMCs will be forecasted to Year 2024 volumes using the greater of:

- 1) Annual growth rate calculated using historical AADTs, or
- 2) Five percent (5%) annual growth rate

Vested trips provided by the City will be incorporated into the background analysis. Project trips will be assigned to background traffic according to project trip distribution. Buildout traffic volumes will be derived by adding project volumes to background volumes.

INTERSECTION OPERATIONAL ANALYSIS

An AM peak hour intersection capacity analysis will be performed using the operational analysis procedures outlined in the *Highway Capacity Manual* 6th Edition (HCM 6). Specifically, Synchro (v11) software will be used to evaluate PM peak hour existing, future background, and future buildout operational conditions at the study area intersections by reporting level of service (LOS) and volume to capacity (v/c) ratios.

ROADWAY SEGMENT ANALYSIS

A roadway segment analysis will be conducted for existing and future scenarios under daily and PM peak hour conditions. Roadway data, traffic volumes and vested trips will be obtained from Osceola County's *2022 Roadway Network Capacity Report*.

TURN LANE ANALYSIS

The need for auxiliary turn lanes at the proposed access points will be evaluated based on guidance provided in FDOT's *Access Management Guidebook*. If necessary, mitigating measures for any operational deficiencies identified due to project traffic impact will be recommended in the TIA.

MULTIMODAL ANALYSIS

An analysis of impacts and connectivity to existing and future funded transit, bicycle, pedestrian, and trail facilities within the study area will be conducted. This analysis will include a narrative of provisions this project will maintain or improve upon relating to sidewalk connections, bicycle racks, and transit stops and connectivity to the project site.

REPORT/CONCLUSIONS

All analyses and findings will be documented in a report to be provided to the City of Kissimmee for review.

K:\ORL_Civil\249043001-Kissimmee Residential JYP\TPT\02_Documentation\01_Methodology\Kissimmee Residential JYP_TIA Methodology_2022.08.29.docx

ATTACHMENT A
Excerpts from ITE's
Trip Generation Manual, 11th Edition

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

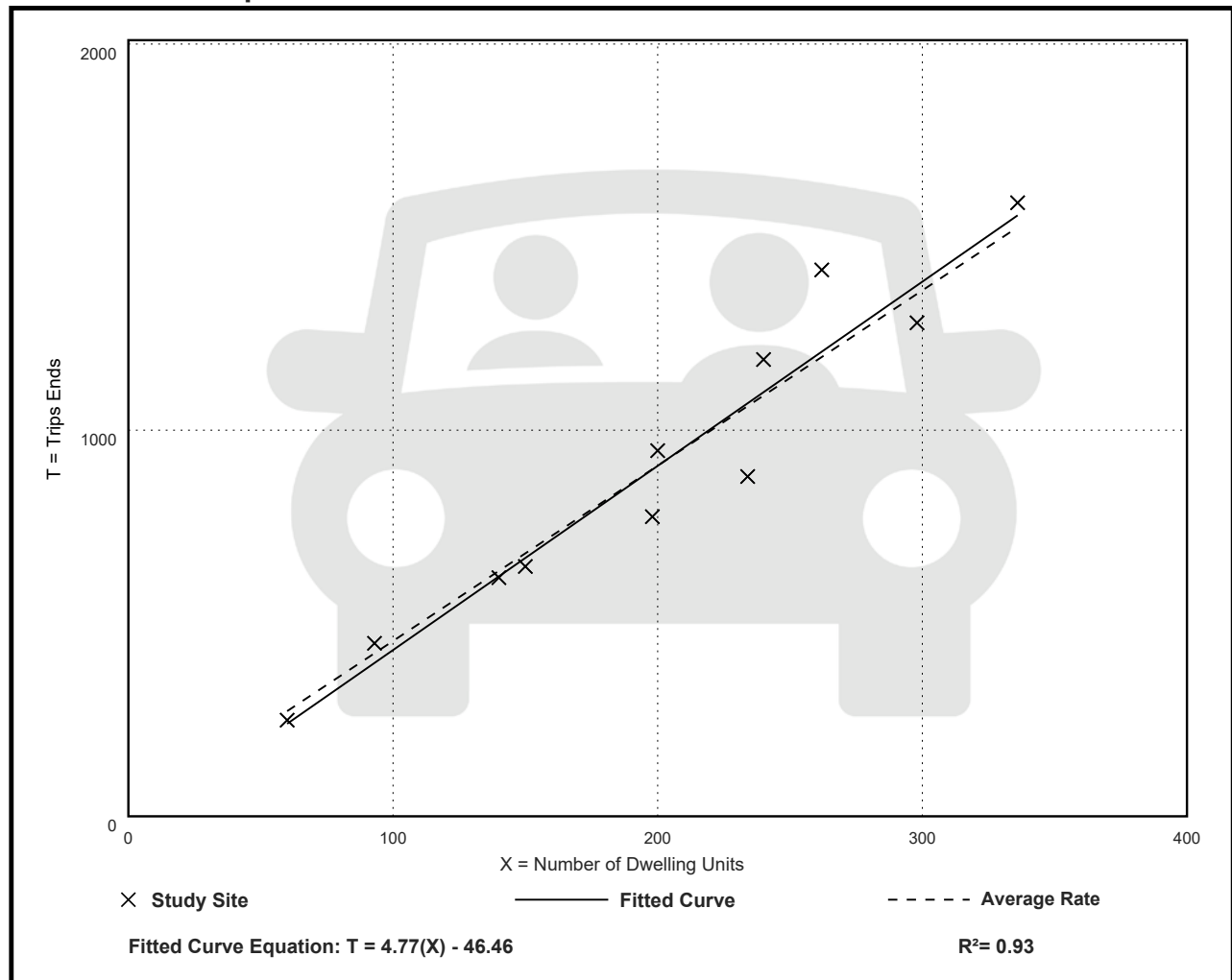
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

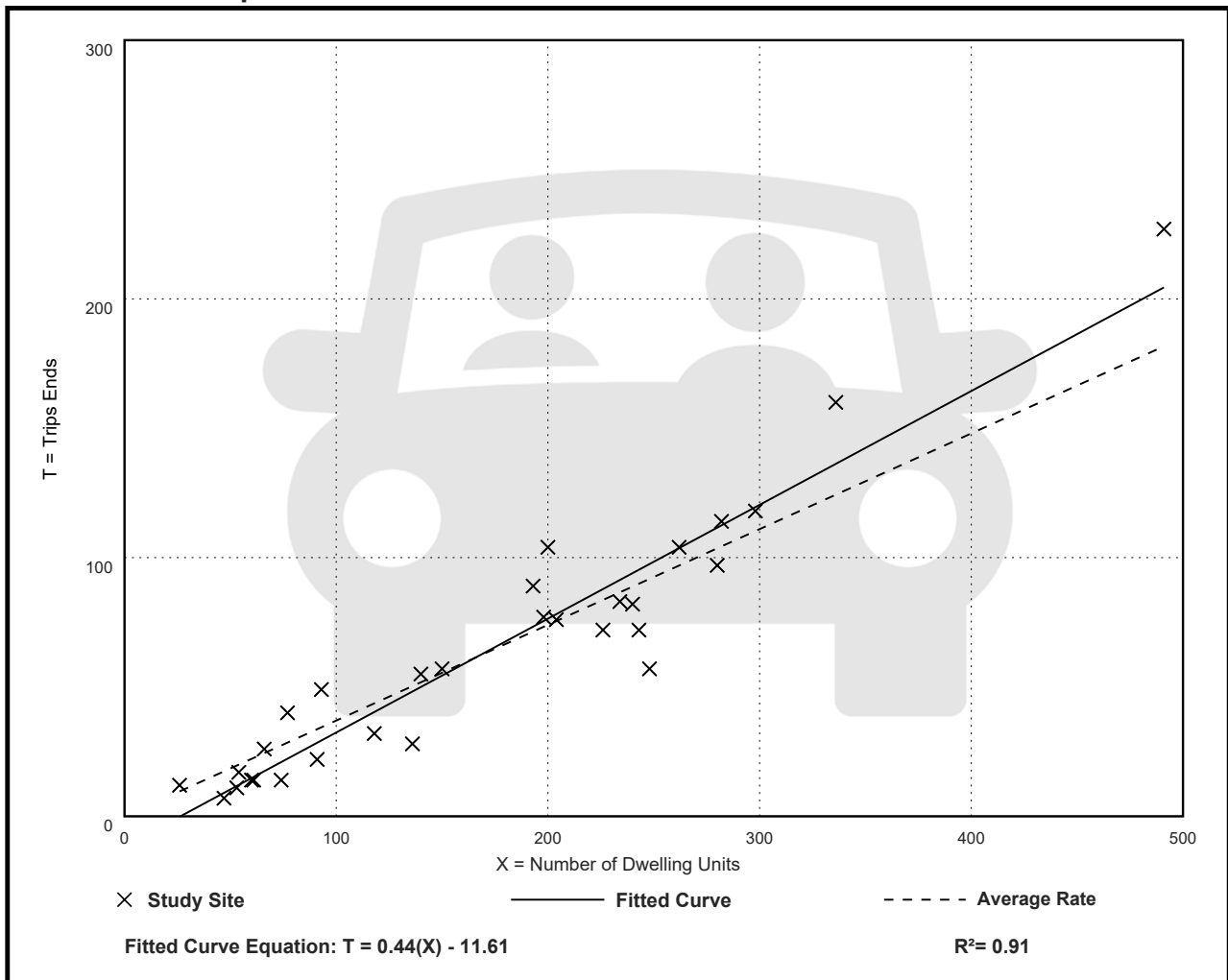
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

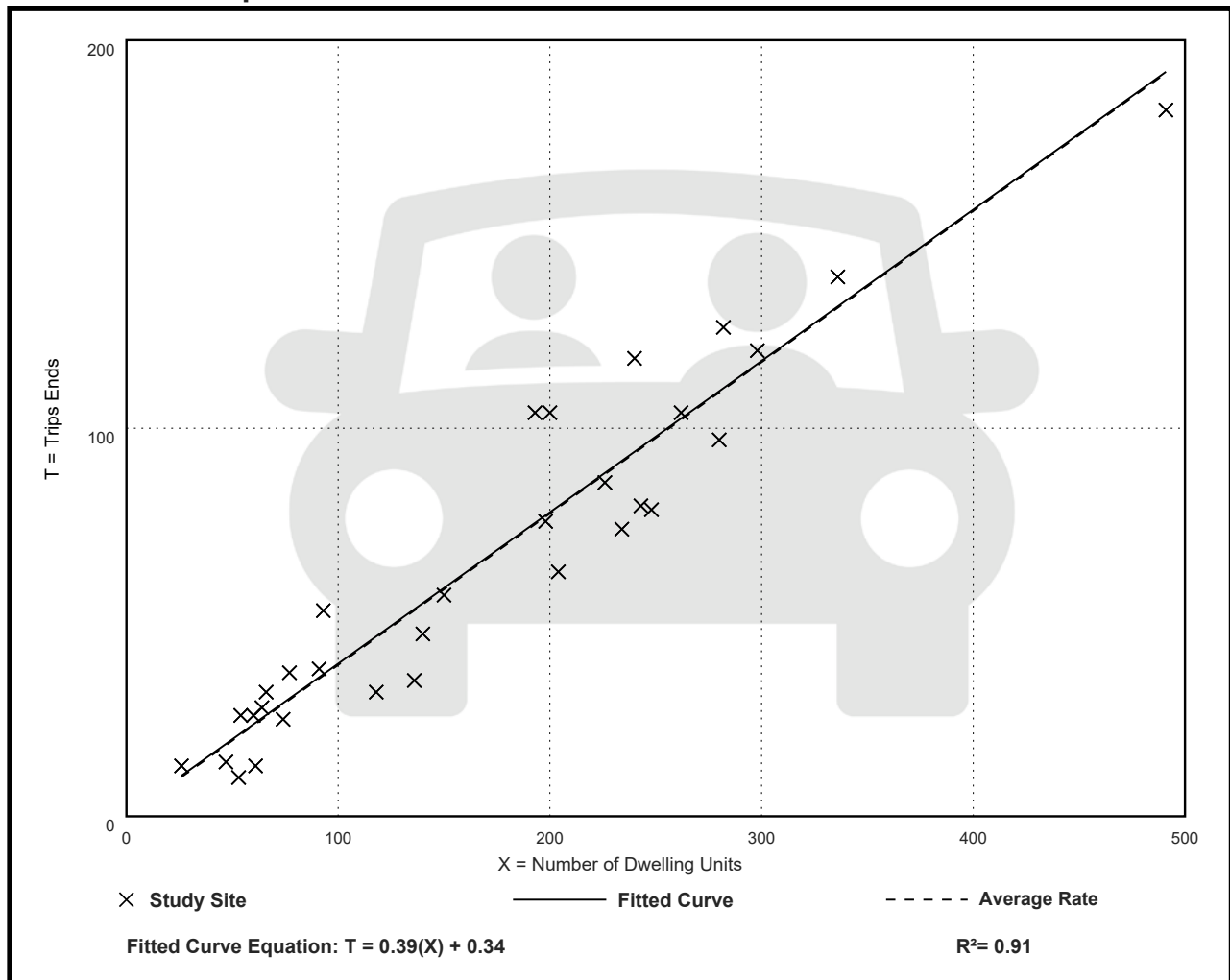
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

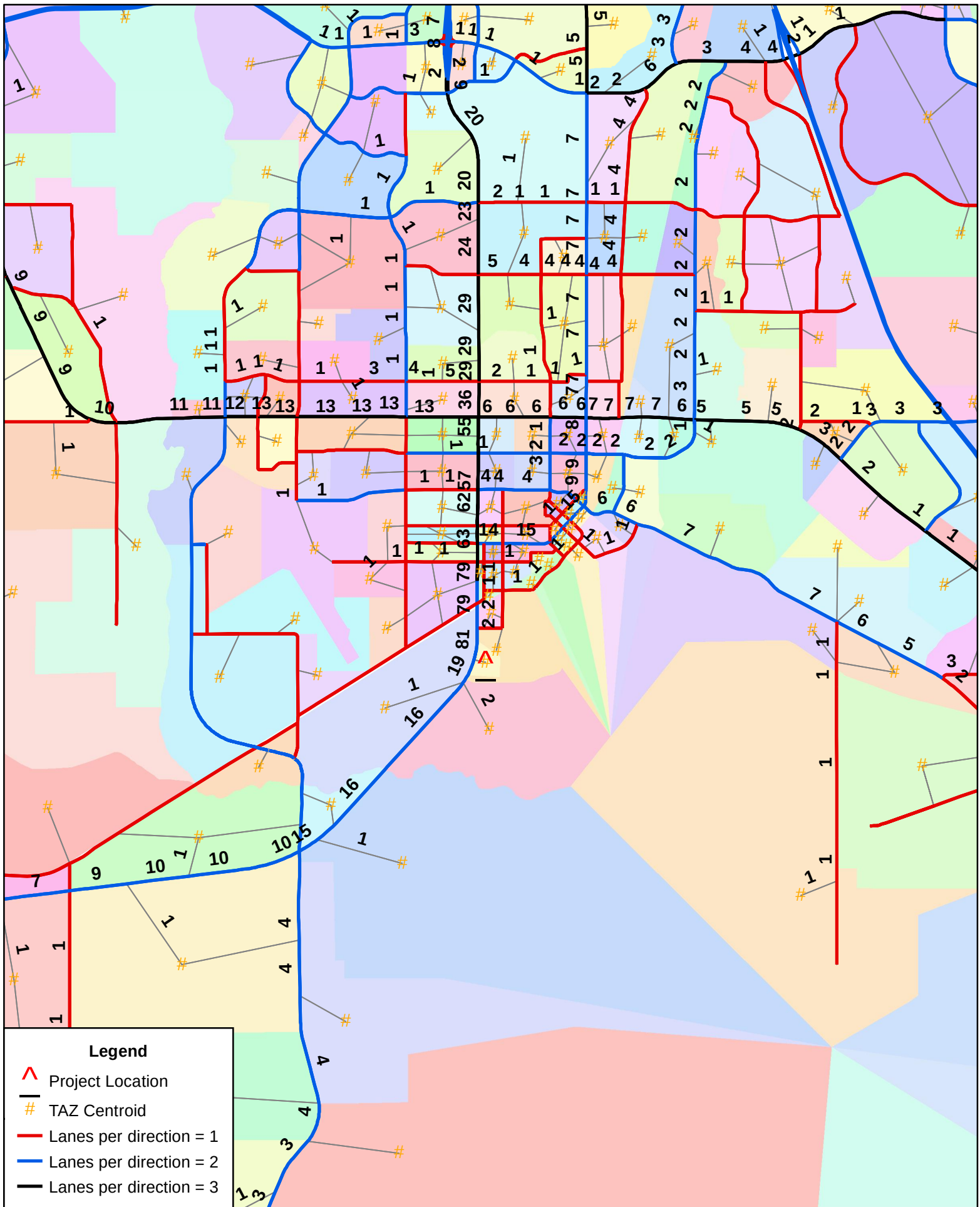
Vehicle Trip Generation per Dwelling Unit

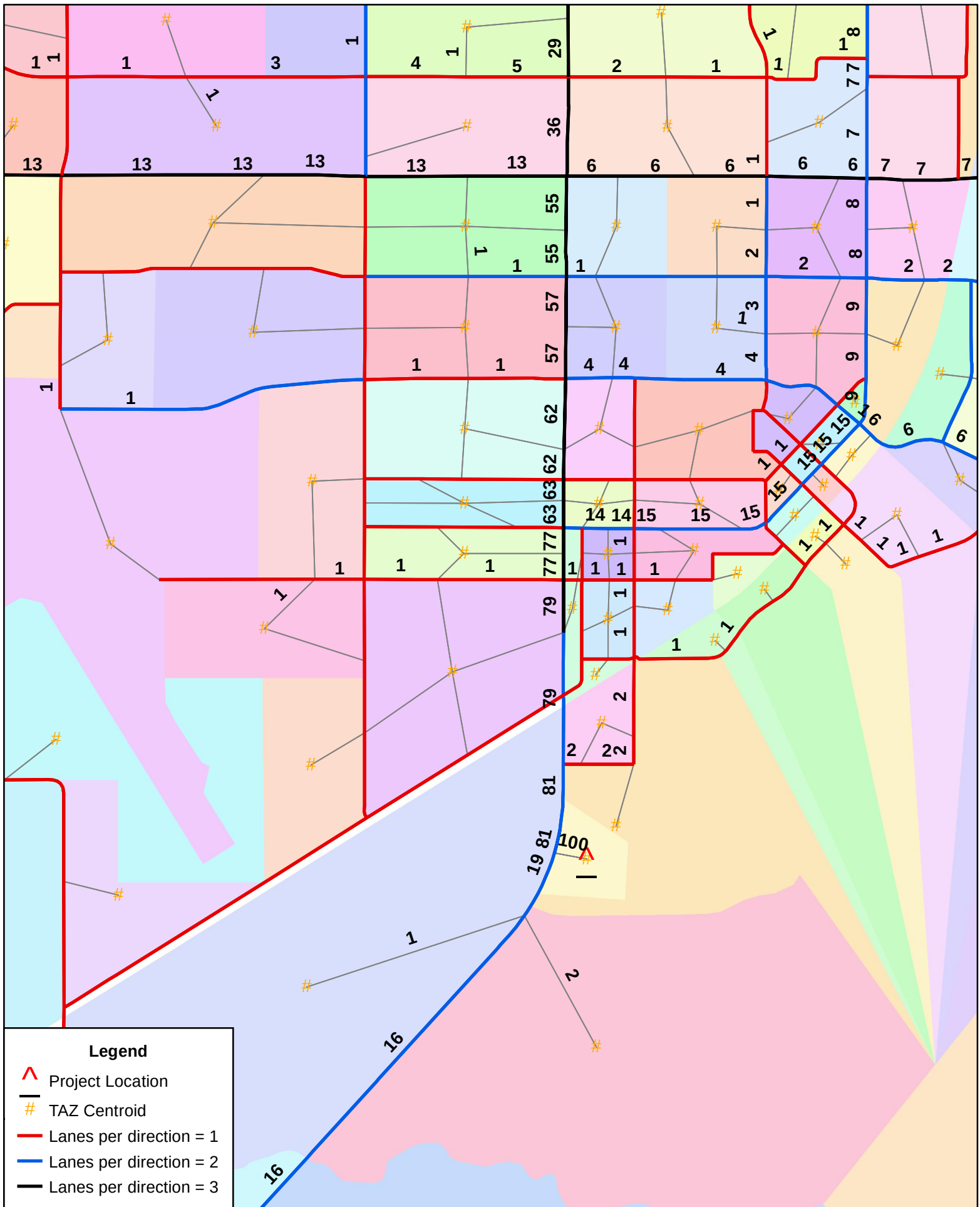
Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



ATTACHMENT B
CFRPMv7 Model Plot





Reference #ZMA-22-0004 Kissimmee Residential JYP

Michelle <gomezchell@aol.com>

Sun 8/28/2022 12:57 PM

To: CITY CLERK <CityClerkEmail@kissimmee.gov>; City of Kissimmee Planning Division <Planning@kissimmee.gov>; mmiller@sentrymgt.com <mmiller@sentrymgt.com>;

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

Hello,

I received the notice for the above referenced zoning change request. I have a few questions/concerns if the request is approved:

- Will a wall be put up along the canal side of the property? This is basically my back yard.
- Will a wall be put up along the bike/walking path?
- Is a traffic signal going to be put in place for the new development?
- What is the timeline on expanding JYP to 3 lanes on both sides in this area?
- What type of multiple family project is planned for this property? This could decrease my property value and raises some safety and crime concerns.
- How is the canal between the 2 properties going to be maintained? It's currently only mowed every 6-8 weeks on my side and the canal itself is not cleaned up well at all. We've had to call to get it cleaned up when it was becoming overgrown and full of trash. My concern is that with the additional people on the other side it will start to look like some of the other areas along the bike//walking path within the city - along the canal and along the bike/walking path currently there.
- Will the city be installing some type of lock/security measure on the gate from my subdivision to the bike/walking path? We already have people coming into the neighborhood from the path and additional building will increase this traffic I'm sure. This is a gated community and leaving that gate "open" allows others into the neighborhood who should not be in the neighborhood.

JYP is already very difficult to move on with the 3 lanes merging into 2 lanes at Patrick St heading south. My office used to be 2 miles on JYP from my house in The Estancia subdivision and it would take 45 minutes to get home. There is a large development already going in on one side of my subdivision which is going to make traffic much worse and now there is a possibility of another large development going in on the other side. Traffic is going to be a complete grid lock with no alternatives other than JYP.

I know a resurfacing project is due to start in a week or so on JYP, which is going to be a nightmare - even with most work being done at night. I also don't know how resurfacing is going to improve traffic movement since there will still be the same number of vehicles and the same number of traffic lanes - no increase in traffic lanes for movement of vehicles.

An increase in people in this area with no improvement to roads, poor maintenance of current property, the need for additional police patrols, and the possibility of decreasing my home value is not an agreeable option for me.

Thank you,
Michelle Gomez
1075 Hacienda Cir
Kissimmee, FL 34741



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

ADDRESS: off S. John Young Pkwy.
PLAN NUMBER: ZMA-22-0004

DATE: 7/26/2022

**Review Status:
REVISE & RESUBMIT.**

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

1. This is a rezoning for a portion of an existing Mixed Use Planned Unit Development (MUPUD) (Huntington Properties). This MUPUD was originally approved with a maximum of 252 multi-family units, 22 single-family units, and 22 acres of Commercial (DRC#99-047, DRC#02-034).
2. An PUD amendment in 2005 changed the multi-family entitlements to 374 townhome units (DRC#05-0047) for this portion of the MUPUD.
3. This RC-2 rezoning seeks to replace the 374 townhomes units to accommodate 534 multi family units which is more intense than the currently approved MUPUD.
4. A PUD Amendment is the most appropriate method to re-establish multi family entitlements on this property in lieu of the rezoning.
 - a) There will remnant parcel remaining of this MUPUD. If a rezoning is proposed, all of the remaining MUPUD areas should be included.
5. Subject to Planning Advisory Board recommendation and City Commission approval.

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

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

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

DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS



CITY OF KISSIMMEE
SITE DEVELOPMENT PLAN (CONSTRUCTION PLAN)
AND MINOR SITE PLAN APPLICATION

PROJECT

Name of Project: Kissimmee Residential JYP
(If site development plans, use name on DRC submittal)

Location (Address if possible): Hacienda Circle, Kissimmee, FL 34741

Parcel ID#: 28-25-29-1512-0001-00B0

Associated DRC#(s): _____

APPLICANT

Name: Ed Kobel

Firm: Abiding Apartments LLC

Address: 3435 Bayshore Blvd, PH 2100, Tampa, FL 33629

Phone: (_____) _____ - _____ E-Mail: _____

AGENT (Contact Person)

Name: Derek Ramsburg, P.E.

Firm: Kimley-Horn and Associates, Inc.

Address: 189 S. Orange Ave, Suite 1000, Orlando, FL 32801

Phone: (407) 427 - 1642 E-Mail: derek.ramsburg@kimley-horn.com

OWNER

Name: Narula Neelam, Nischal Rekha

Firm: _____

Address: 1058A Albion Road Ste 207, Etobicoke, ON M9V 1A7 Canada

Phone: (_____) _____ - _____ E-Mail: _____

*** An email address is required in order to facilitate and expedite communication between staff reviewers and the applicant. Please provide if possible.**

NOTE: All requests must be accompanied by a completed application, fee, plan(s), a CD containing PDFs of all documentation submitted, and any other supporting materials. A sufficiency review will be conducted with 24 hours of submittal. If submittal is insufficient, the request will not be scheduled or distributed for review. Please allow 15 business days for preliminary site development plan review. A comment letter will be sent out to the agent on record at the end of this period.

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

Zoning Map Amendment Narrative

Findings regarding compatibility with the Comprehensive Plan

This zoning amendment is compatible with the Comprehensive Plan for the following reasons:

1. Land Use Element: The amendment from MUPUD to RC-1, will ensure that the character and use of the property matches the Multiple Family – Medium Density Residential (MF-MDR) future land use designation for the property.
2. Transportation Element: The amendment from MUPUD to RC-1 will ensure that the traffic and parking needs matches the Multiple Family – Medium Density Residential (MF-MDR) future land use designation for the property.
3. Housing Element: The amendment from MUPUD to RC-1 will ensure additional housing is available to meet the diverse housing needs of the existing and future City population. This will also help keep the surrounding residential areas protected from incompatible commercial uses allowed under the current MUPUD.
4. Recreation and Open Space Element/Conservation Element: The amendment from MUPUD to RC-1 will require additional open space elements that will tie into the trails and other conversation areas adjacent to the property.

Reasons or findings as to why the amendment should be adopted:

The property has a future land use designation of Multiple Family – Medium Density Residential (MF-MDR). Under the City of Kissimmee Land Development Code, the zoning districts for properties with the future land use designation of MF-MDR include RC-1 and RC-2. Most commercial uses are prohibited within the RC-1 and RC-2 zoning districts and those commercial uses that are not prohibited, require a conditional use permit. The current MUPUD for the property allows for commercial uses, which does not align with the future land use designation for the property. Furthermore, the MUPUD density and intensity requirements do not necessarily align with the intensity and density requirements for the RC-1 and RC-2 zoning districts. A zoning amendment from MUPUD to RC-1 makes this property compatible with the MF-MDR future land use designation and ensures the development of the property matches the City's vision for this property.

Kissimmee Residential JYP – Ownership Statement:

“Kissimmee Residential JYP” is a proposed four-story multi-family Class A apartment community, located in the John Young Parkway corridor between Hacienda Circle and Palmetto Ave. The developer is proposing to rezone the ±31-acre site from MUPUD to RC-1 in conjunction with the future land use of Multiple Family Medium Density Residential. This rezoning and land use would allow for approximately 534 units. The proposed community would be a compatible use and fit into the fabric of the neighborhood.

Parcel 1 (Fee Simple Estate)

A portion of Tract "A" and all of Tract "B" of the Huntington Subdivision, as recorded in Plat Book 12, Pages 109-112, of the Official Records Book of Osceola County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Huntington Subdivision, being a point on the Easterly right of way line of U.S. 17-92 (State Road 600), also being a point on a curve concave Westerly having a radius of 2984.79 feet, a central angle of 08 degrees 01 minutes 20 seconds and a chord distance of 417.57 feet which bears North 23 degrees 18 minutes 39 seconds East; thence Northerly along the arc of said curve a distance of 417.91 feet; thence continue along the Easterly right of way line of U.S. 17-92 the following two courses: North 70 degrees 42 minutes 01 seconds West, a distance of 10.00 feet to a point of curvature of a non-tangent curve concave Westerly having a radius of 2,974.79 feet, a central angle of 05 degrees 11 minutes 02 seconds and a chord distance of 269.05 feet which bears North 16 degrees 42 minutes 28 seconds East; thence Northerly along the arc of said curve a distance of 269.14 feet; thence departing said Easterly right of way line South 74 degrees 55 minutes 16 seconds East, a distance of 579.87 feet; to a point of curvature of a non-tangent curve concave Westerly having a radius of 3,554.59 feet, a central angle of 06 degrees 39 minutes 07 seconds and a chord distance of 412.44 feet which bears north 10 degrees 56 minutes 50 seconds East; thence northerly along the arc of said curve a distance of 412.68 feet; thence North 88 degrees 15 minutes 21 seconds East, a distance of 526.82 feet to a point of curvature of a non-tangent curve concave Easterly having a radius of 125.00 feet, a central angle of 112 degrees 30 minutes 59 seconds and a chord distance of 207.89 feet which bears South 21 degrees 51 minutes 46 seconds East; thence Southerly along the arc of said curve a distance of 245.47 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 230.00 feet, a central angle of 43 degrees 08 minutes 49 seconds and a chord distance of 169.14 feet which bears South 56 degrees 32 minutes 51 seconds East; thence Southeasterly along the arc of said curve a distance of 173.20 feet to a point of tangency; thence South 34 degrees 58 minutes 26 seconds East, a distance of 664.04 feet; thence South 00 degrees 35 minutes 27 seconds East, a distance of 145.21 feet; thence South 89 degrees 24 minutes 33 seconds West, a distance of 707.09 feet; thence South 82 degrees 58 minutes 33 seconds West, a distance of 111.44 feet; thence South 89 degrees 07 minutes 33 seconds West, a distance of 851.47 feet; thence North 74 degrees 58 minutes 27 seconds West, a distance of 305.00 feet; thence North 65 degrees 48 minutes 27 seconds West, a distance of 38.39 feet to the Point of Beginning.

Parcel 2 (Non-Exclusive Easement Estate) Huntington Right of Way as per instrument recorded in Official Records Book 1689 Page 2021, as affected by Corrective Warranty Deed in Official Records Book 1748 Page 1891 of the Public Records of Osceola County, Florida

Together with those certain Non- Exclusive Easement rights over, under and across the following described property:

A portion of plan of a resurvey of LAKE SHORE ADDITION as recorded in Plat Book 1, Page 98, and a portion of Section 28, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southeast Quarter of said Section 28; thence North 00 degrees 05 minutes 38 seconds West, along the centerline of U.S. 17-92 (S.R. 600), a distance of 179.80 feet; thence departing said centerline run North 89 degrees 54 minutes 02 seconds East, a distance of 54.00 feet to the Easterly right-of-way line of U.S. 17-92; thence North 88 degrees 39 minutes 58 seconds East, along the Northerly line of Blocks 16 and 17 of B.C. MILLERS RESUBDIVISION of Blocks 11-12-13-14-15-16-17 and 19 of the WALTERS & SONS ADDITION to Kissimmee, Osceola County, Florida per Plat Book 1, Page 52, of the Public Records of Osceola County, Florida, a distance of 550.90 feet to the Easterly right-of-way line of Dillingham Avenue; thence departing said North line, run South 00 degrees 05 minutes 58 seconds East, along said Easterly right-of-way line, a distance of 149.30 feet to the North right-of-way line of Martin Avenue; thence, departing said Easterly right-of-way, run North 88 degrees 15 minutes 21 seconds East, along the Northerly right of way line of Martin Avenue, a distance of 726.76 feet to a

line lying 50 feet East of the top of bank of East Lake Tohopekaliga; thence departing said Northerly right-of-way line, run the following courses along said line lying 50 feet East of the top-of bank of East Lake Tohopekaliga; thence South 16 degrees 46 minutes 43 seconds East, a distance of 144.12 feet; thence South 17 degrees 58 minutes 33 seconds East, a distance of 102.23 feet; thence South 16 degrees 57 minutes 17 seconds East, a distance of 106.61 feet; thence South 17 degrees 44 minutes 14 seconds East, a distance of 97.02 feet; thence South 20 degrees 05 minutes 17 seconds East, a distance of 103.62 feet; thence South 19 degrees 48 minutes 32 seconds East, a distance of 99.44 feet; thence South 18 degrees 34 minutes 51 seconds East, a distance of 88.63 feet; thence departing said line lying 50 feet East of the top of bank of East Lake Tohopekaliga South 82 degrees 29 minutes 39 seconds West, a distance of 375.63 feet; thence South 88 degrees 15 minutes 21 seconds West, a distance of 526.82 to a point of a non-tangent curve, said curve is concave Westerly, having a radius of 3554.59 feet and an included angle of 06 degrees 07 minutes 28 seconds (chord bearing South 10 degrees 41 minutes 00 seconds West, chord distance of 379.77 feet), run along said curve a distance of 379.95 feet to the Point of Beginning; thence continue along said last curve having a radius of 3554.59 feet and a central angle of 01 degrees 36 minutes 43 seconds and a chord bearing of South 14 degrees 33 minutes 05 seconds West; thence run Southwesterly 100.00 feet along the arc of said curve; thence run North 75 degrees 26 minutes 55 seconds West, a distance of 579.87 feet to the East right-of-way line of U.S. Highway 17-92 (State Road 600) said point on a non-tangent curve, concave Northwesterly, having a radius of 2974.79 feet and a central angle of 01 degrees 55 minutes 34 seconds and a chord bearing North 14 degrees 33 minutes 05 seconds East; thence run Northeasterly, 100.00 feet along the arc of said curve to the end thereof; thence run South 75 degrees 26 minutes 55 seconds East, a distance of 579.87 feet to the Point of Beginning.

Parcel 3 (Non-Exclusive Easement Estate) Reciprocal Easement (Ingress/Egress and Storm Water Drainage) by and between Huntington Properties and Investments, Inc., a Florida corporation, Grantor, and Waters of Paradise Community Developers, LLC, a Florida limited liability company, Grantee, recorded November 14, 2005, in Official Records Book 2962, Page 2042; Amendment to Reciprocal Easement recorded May 23, 2006, in Official Records Book 3166, Page 2732, all of the Public Records of Osceola County, Florida

Together with those certain Non-Exclusive Ingress/Egress and Stormwater Drainage Rights over, under, across and upon the following described property:

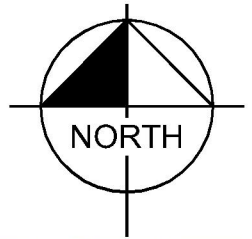
A portion of Tract "A" and Tract "B", HUNTINGTON, as recorded in Plat Book 12, Pages 109 through 112, of the Public Records of Osceola County, Florida being more particularly described as follows: Commence at the Southwest corner of said Tract A, also being a point on the Easterly right of way line US 17-92 (S.R. 600); thence along the South boundary line of said Tract A the following three courses and distances: South 65°48'27" East, a distance of 38.39 feet; thence South 74°58'27" East, a distance of 305.00 feet; thence North 89°07'33" East a distance of 236.13 feet to the Point of Beginning; thence departing said South boundary line, North 61°01'19" West, a distance of 46.82 feet; thence North 00°10'29" West, a distance of 56.15 feet; thence North 23°37'05" East, a distance of 142.31 feet; thence North 20°27'23" East, a distance of 180.33 feet; thence North 29°00'04" East, a distance of 91.68 feet; thence North 38°26'09" East, a distance of 40.12 feet; thence North 73°10'45" East, a distance of 54.63 feet; thence South 73°05'19" East, a distance of 63.44 feet; thence South 43°11'56" East, a distance of 57.38 feet; thence South 08°35'17" East, a distance of 44.30 feet; thence South 13°52'59" West, a distance of 65.29 feet; thence South 19°21'53" West, a distance of 322.12 feet; thence South 51°53'13" West, a distance of 51.93 feet, thence South 89°07'33" West, a distance of 143.88 feet to the Point of Beginning.

TOGETHER WITH:

A portion of Tract "A" and Tract "B" Huntington as recorded in Plat Book 12, Pages 109 through 112 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "B"; thence North 64°32'38" West, a distance of 91.97 feet to the Point of Beginning; thence North 03°28'09" East, a distance of 391.70 feet; thence North 01°01'10" West, a

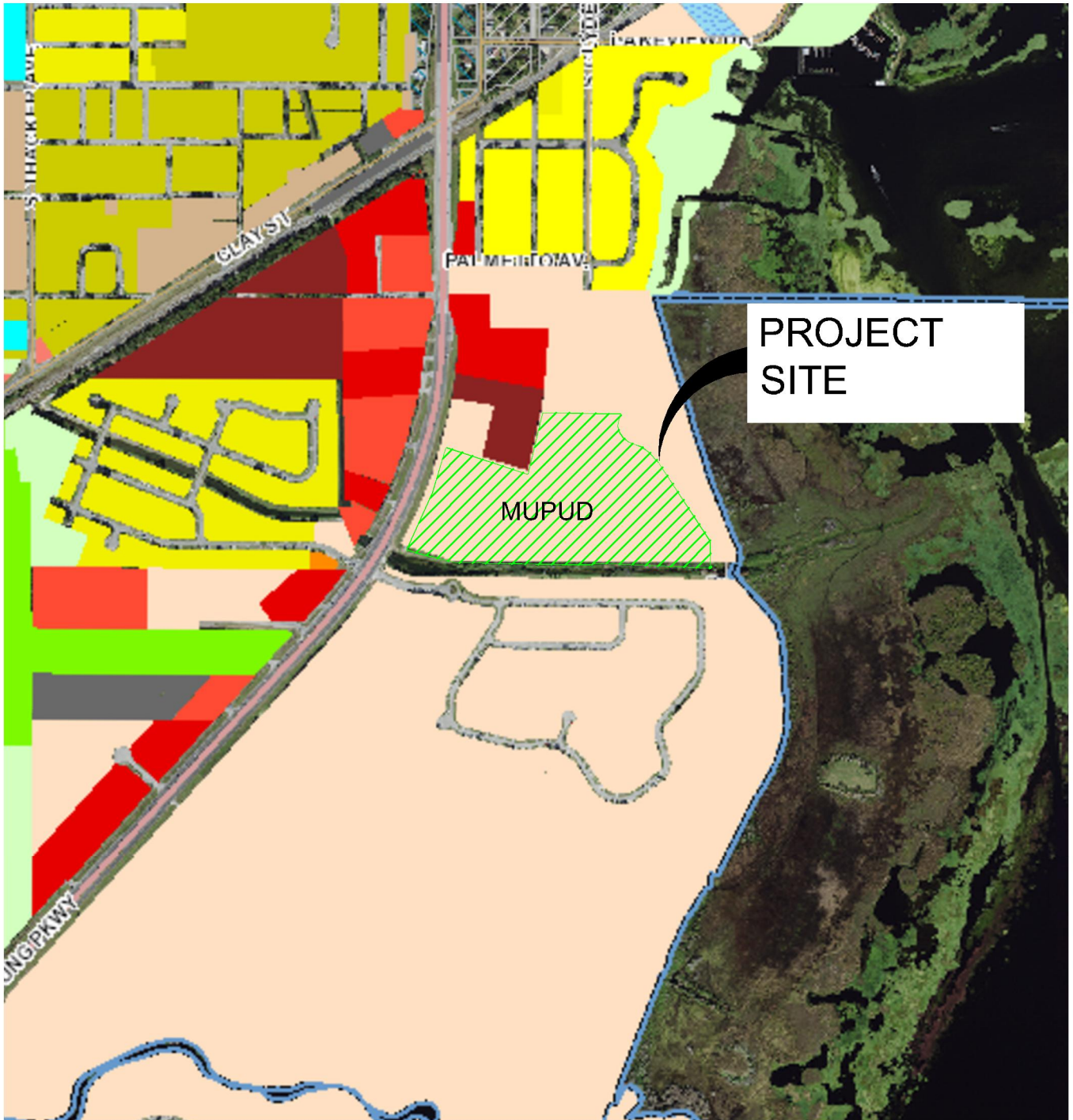
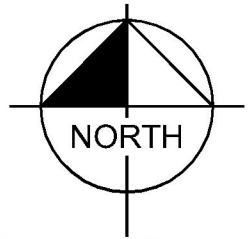
distance of 81.75 feet; thence North 56°40'38" West, a distance of 15.10 feet; thence North 12°07'52" East, a distance of 96.40 feet; thence North 23°18'21" West, a distance of 40.81 feet; thence North 03°39'00" East, a distance of 48.60 feet; thence North 41°06'44" East, a distance of 45.94 feet; thence South 74°13'24" East, a distance of 23.99 feet; thence North 59°23'32" East, a distance of 21.52 feet; thence South 64°51'20" East, a distance of 37.98 feet; thence South 78°18'37" East, a distance of 39.80 feet; thence South 25°22'53" East, a distance of 47.96 feet; thence South 12°17'36" East, a distance of 61.42 feet; thence South 28°28'42" East, a distance of 91.70 feet; thence South 05°10'44" West, a distance of 29.53 feet; thence South 33°52'36" East, a distance of 73.21 feet; thence South 45°47'39" East, a distance of 108.42 feet; thence South 26°47'14" East, a distance of 38.08 feet; thence South 01°54'53" East, a distance of 179.44 feet; thence South 39°41'15" East, a distance of 34.51 feet; thence South 61°37'58" East, a distance of 22.02 feet; thence South 88°23'41" East, a distance of 77.87 feet; thence South 63°14'37" East, a distance of 70.99 feet; thence South 31°32'00" West, a distance of 27.85 feet; thence South 04°54'54" East, a distance of 124.09 feet; thence North 84°18'24" West, a distance of 142.97 feet; thence South 86°45'16" West, a distance of 125.21 feet; thence South 58°07'55" West, a distance of 75.08 feet; thence South 32°58'50" West, a distance of 53.01 feet; thence South 11°44'17" West a distance of 241.89 feet; thence South 34°39'25" West, a distance of 53.63 feet; thence South 74°03'54" West, a distance of 40.39 feet; thence North 74°56'23" West, a distance of 113.41 feet, thence North 45°51'46" West, a distance of 54.50 feet; thence North 09°45'15" East, a distance of 413.11 feet to the Point of Beginning.



PROJECT
SITE

PROJECT SITE: 30.98-ACRES

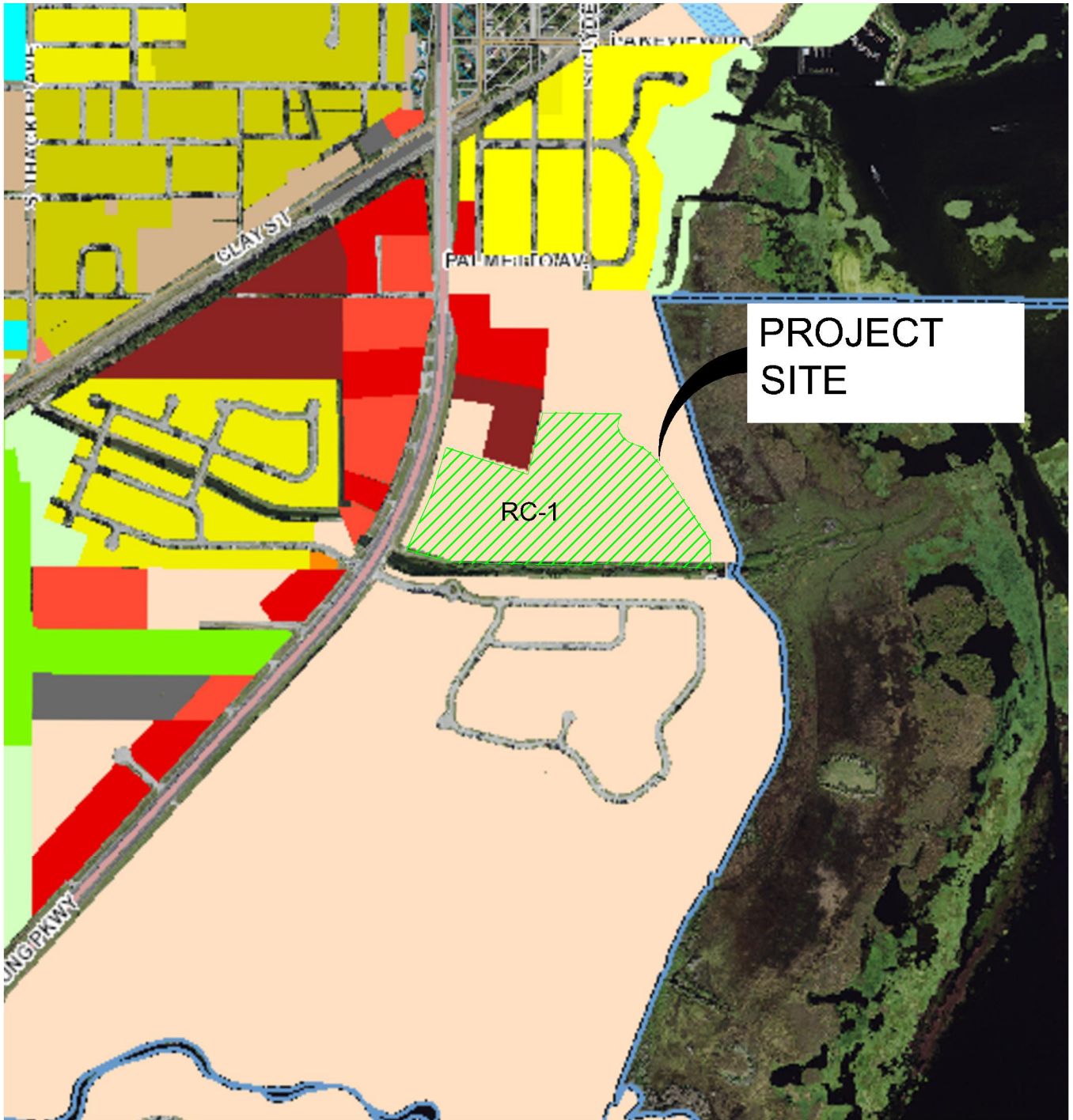
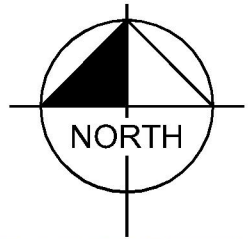
SCALE N.T.S.	Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE (407) 898-1511 WWW.KIMLEY-HORN.COM CA 00000696	DATE	AERIAL MAP	DESIGN ENGINEER:	SHEET NO.:	
DESIGNED BY		06/29/22		PROJECT NO.	FLORIDA P.E. LICENSE NO.:	A-1
DRAWN BY						
CHECKED BY						



ZONING - MIXED USE PLANNED UNIT DEVELOPMENT

SCALE N.T.S.	 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801 PHONE (407) 898-1511 WWW.KIMLEY-HORN.COM CA 00000696	DATE 06/29/22	EXISTING ZONING MAP CITY OF KISSIMMEE	DESIGN ENGINEER:	SHEET NO.: A-1
DESIGNED BY		PROJECT NO.		FLORIDA P.E. LICENSE NO.:	
DRAWN BY					
CHECKED BY					

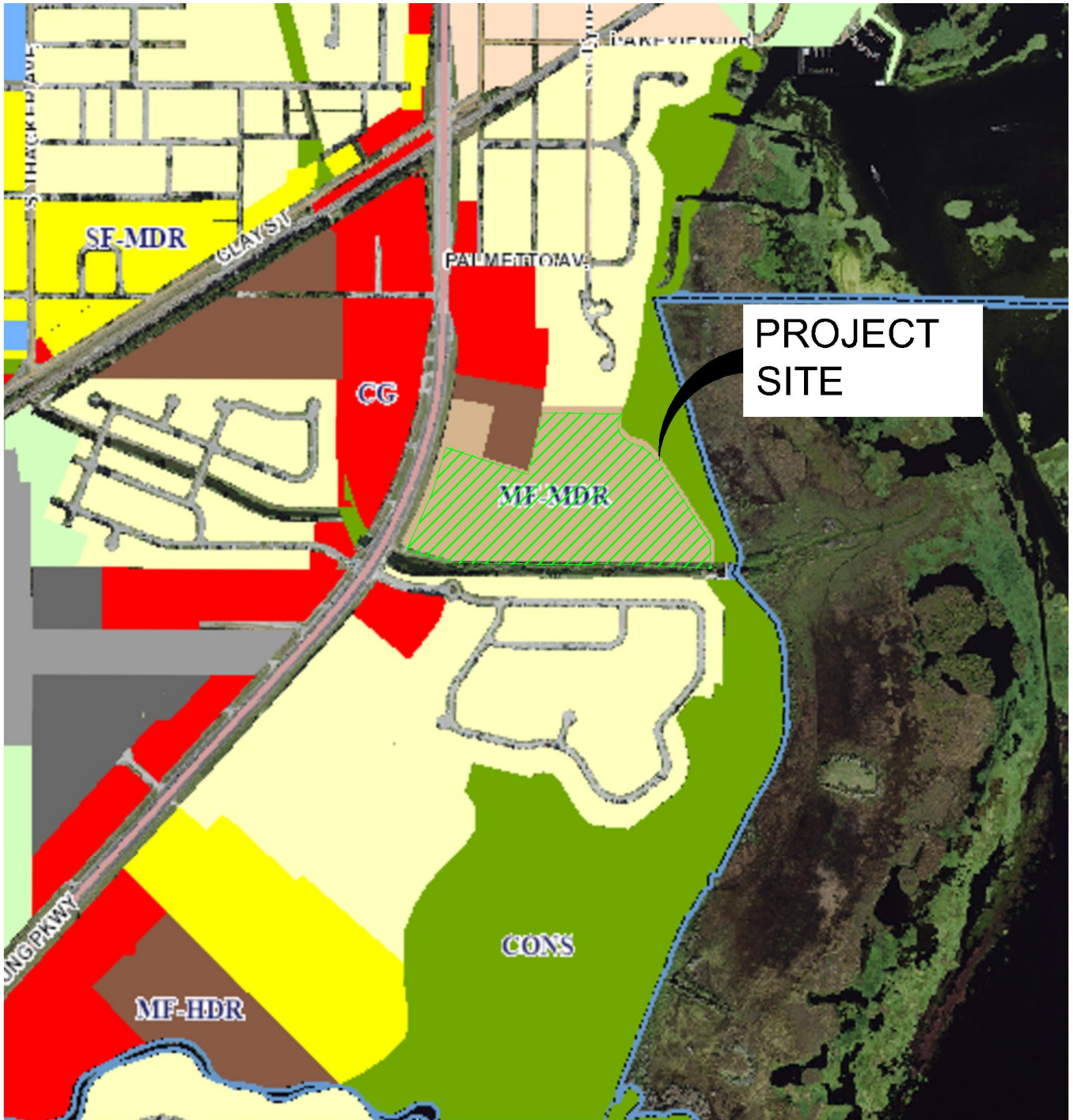
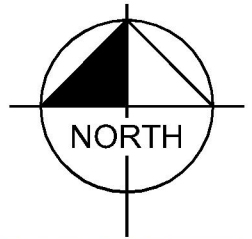
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ZONING - MULTIPLE FAMILY MEDIUM DENSITY RESIDENTIAL

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DESIGNED BY		PROJECT NO.		FLORIDA P.E. LICENSE NO.:	
DRAWN BY					
CHECKED BY					

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FUTURE LAND USE - MULTIPLE FAMILY MEDIUM DENSITY RESIDENTIAL

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DESIGNED BY			06/29/22			
DRAWN BY			PROJECT NO.			
CHECKED BY						

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CITY OF KISSIMMEE DEVELOPMENT REVIEW FEE SCHEDULE



Selection

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

ITEM 7.A**Tyler Technologies annual software maintenance for Enterprise Resource Planning (ERP) software suite****Request**

Approval of the payment for the annual software maintenance for Tyler Technologies ERP software suite in the amount of \$241,890.

Explanation

The City currently uses the Tyler Enterprise Resource Planning Software Suite for the Finance, Human Resources and Development Services departments. Each year, the City pays an annual maintenance fee. The maintenance fee includes programming and staff support as well as upgrades and new version releases of the software. The current contract is perpetual and will continue for as long as the City pays the annual fee. Since the service can only be provided by the software vendor, this is a sole source purchase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504647		Decrease	\$243,000	\$241,890

Financial Summary:

Adequate funds are available in the FY 2023 operating budget for Tyler Technologies' annual software maintenance.

Recommendation

Staff recommends approval to pay Tyler Technologies the annual maintenance fee of \$241,890 as outlined in the approved FY 2022-23 Information Technology operating budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

None

City of Kissimmee

ITEM 7.B**CentralSquare Technologies Annual Software Maintenance for OneSolution Public Safety Software Suite****Request**

Approval of the annual maintenance contract for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of \$158,546.60.

Explanation

The City currently uses CentralSquare Technologies' Public Sector OneSolution Software suite for its public safety software. Each year, the City pays an annual maintenance fee as part of the City's contract for programming and staff support. The contract price also includes upgrades and new version releases of the software. The current contract is perpetual and will continue for as long as the City pays the annual fee. Since this service can only be provided by the software vendor, this is a sole source purchase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504647		Decrease	\$163,000	\$158,546.60

Financial Summary:

Adequate funds are available in the FY 2023 operating budget for the CentralSquare Technologies annual software maintenance contract.

Recommendation

Staff recommends approval to pay CentralSquare Technologies the annual maintenance fee of \$158,546.60 as outlined in the approved FY 2022-23 Information Technology operating budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

None

City of Kissimmee

ITEM 7.C

First Loop Logistics Park – Major Subdivision, Final Plat (DRC-21-00054)

Request

Approval of the final plat known as First Loop Logistics Park, with previously approved and recorded Flora Boulevard Development and Escrow Agreement (O.R. Book 5987, Page 2320).

Explanation

The owner of the property, FIRST INDUSTRIAL, L.P., is requesting final plat approval with a guarantee, in accordance with the City's Land Development Code (LDC) requirements. This is a Major Subdivision, as defined in LDC §14-3, and was reviewed using the City's preliminary and final plat procedures.

The property is located between N. Thacker Avenue and N. John Young Parkway, north of Carroll Boulevard and is zoned MUPUD. The 42.41 (+/-) acre parcel is being subdivided into 4 tracts and 6 fee-simple lots for development purposes. The road right-of-way tract for Flora Boulevard (Tract ROW-1) and shared stormwater pond tracts (Tract A, Tract B) will be owned and maintained by the City of Kissimmee. A 60-foot wide drainage easement over the existing drainage canal as well as a drainage easement over the pond outfall pipe from Tract A is being dedicated to the City by this plat. The 6 fee-simple lots will be owned and maintained privately.

Per the Flora Boulevard Development and Escrow Agreement, the owner has deposited escrow funds totaling \$3,827,100 to guarantee the construction of the required subdivision improvements for First Loop Industrial Park (DRC# 20-00044) until their completion, inspection, and certification by the City of Kissimmee, as required by LDC §14-3-43(A).

This subdivision plat has been prepared in accordance with the Land Development Code and Florida Statutes Chapter 177 requirements.

Recommendation

Staff recommends City Commission approval of the First Loop Industrial Park final plat with approved Flora Boulevard Development and Escrow Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. First Loop Logistics Park - Final Plat
2. Approved Flora Boulevard Development and Escrow Agreement
3. First Loop Logistics Park - Vicinity Map

FIRST LOOP LOGISTICS PARK
A PORTION OF SECTION 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

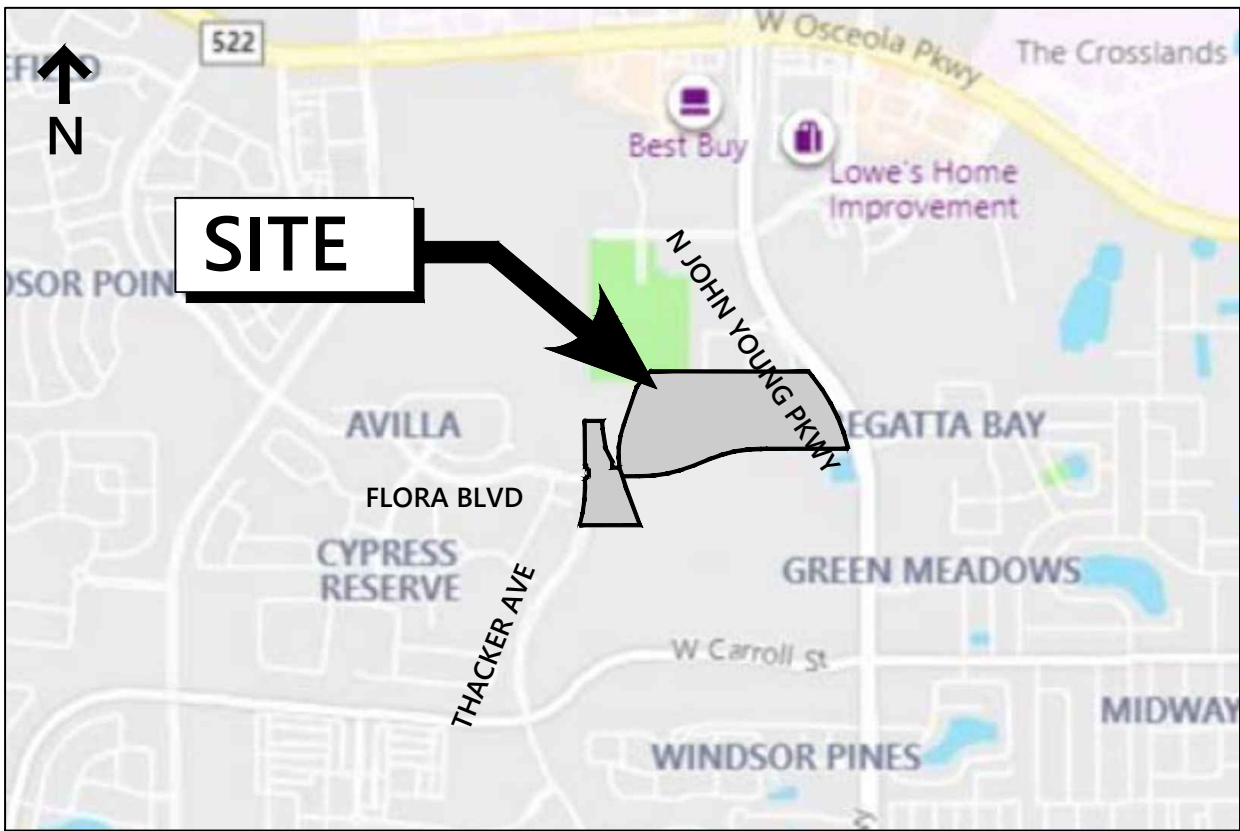
LEGAL DESCRIPTION:

A parcel of land located in Section 9, Township 25 South, Range 29 East, Osceola County, Florida. Said parcel being more particularly described as follows:

COMMENCE at the northwest corner of said Section 9; thence along the North line of said Section 9, South 89° 59' 12" East, 670.08 feet to a point on the northerly line of lands described in Official Records Book 5765, Page 2931 of the Public Records of Osceola County, Florida, being the POINT OF BEGINNING; thence leaving the North line of said Section 9, run along said northerly line of lands described in Official Records Book 5765, Page 2931, South 89° 55' 47" East, 1462.93 feet to the westerly right of way line of North John Young Parkway; thence leaving said northerly line of lands described in Official Records Book 5765, Page 2931, run the following two (2) courses along said westerly right of way line, South 38° 20' 51" East, 53.17 feet to a point on a non-tangent curve concave southwesterly, having a radius of 1696.94 feet, a central angle of 25° 39' 14" and a chord of 753.47 feet that bears South 26° 22' 26" East; thence along the arc of said curve a distance of 759.80 feet to a point on the southerly line of lands described in Official Records Book 5765, Page 2931 of the Public Records of Osceola County, Florida; thence leaving said westerly right of way line, run the following six (6) courses along said southerly line, North 90° 00' 00" West, 760.68 feet; thence South 89° 53' 02" West, 50.00 feet to the point of curvature of a curve to the left, having a radius of 1258.64 feet, a central angle of 21° 50' 46" and a chord of 477.00 feet that bears South 78° 57' 39" West; thence along the arc of said curve a distance of 479.90 feet; thence South 68° 02' 17" West, 174.11 feet to the point of curvature of a curve to the right, having a radius of 1338.64 feet, a central angle of 21° 50' 45" and a chord of 507.31 feet that bears South 78° 57' 40" West; thence along the arc of said curve a distance of 510.40 feet to the point of tangency; thence South 89° 53' 02" West, 154.85 feet to a point on the easterly line of lands described in Official Records Book 914, Page 1267 of the Public Records of Osceola County, Florida; thence leaving said southerly line, run the following two (2) courses along said easterly line, being a point on a non-tangent curve concave easterly, having a radius of 845.00 feet, a central angle of 7° 14' 23" and a chord of 106.70 feet that bears South 16° 52' 49" East; thence along the arc of said curve a distance of 106.77 feet; thence South 20° 29' 03" East, 375.34 feet to a point on the southerly line of lands described in Official Records Book 914, Page 1267 of the Public Records of Osceola County, Florida; thence leaving said easterly line, run along said southerly line, North 89° 59' 28" West, 559.31 feet to a point on the westerly line of lands described in Official Records Book 914, Page 1267 of the Public Records of Osceola County, Florida; thence leaving said southerly line, run the following six (6) courses along said westerly line, being a point on a non-tangent curve concave westerly, having a radius of 1260.00 feet, a central angle of 15° 54' 01" and a chord of 348.55 feet that bears North 8° 01' 24" East; thence along the arc of said curve a distance of 349.67 feet; thence North 0° 01' 23" East, 70.41 feet to the point of curvature of a curve to the right, having a radius of 35.00 feet, a central angle of 90° 05' 07" and a chord of 49.53 feet that bears North 45° 03' 57" East; thence along the arc of said curve a distance of 55.03 feet; thence North 0° 01' 23" East, 100.00 feet to a point on a non-tangent curve concave northeasterly, having a radius of 35.00 feet, a central angle of 90° 01' 22" and a chord of 49.51 feet that bears North 45° 30' 39" West; thence along the arc of said curve a distance of 54.99 feet; thence North 0° 29' 59" West, 380.75 feet to a point on the northerly line of lands described in Official Records Book 914, Page 1267 of the Public Records of Osceola County, Florida; thence leaving said westerly line, run along said northerly line, South 89° 59' 12" East, 168.85 feet to a point on the easterly line of lands described in Official Records Book 914, Page 1267 of the Public Records of Osceola County, Florida; thence leaving said northerly line, run the following six (6) courses along said easterly line, South 19° 56' 49" West, 13.17 feet; thence South 1° 46' 11" East, 57.62 feet; thence South 9° 08' 34" East, 189.14 feet; thence South 27° 08' 26" East, 132.91 feet; thence South 0° 21' 50" East, 57.53 feet; thence North 89° 50' 33" East, 65.61 feet to a point on the westerly line of lands described in Official Records Book 5765, Page 2931 of the Public Records of Osceola County, Florida; thence leaving said easterly line, run the following four (4) courses along said westerly line, being a point on a non-tangent curve concave easterly, having a radius of 860.00 feet, a central angle of 26° 33' 36" and a chord of 395.10 feet that bears North 5° 35' 12" East; thence along the arc of said curve a distance of 398.66 feet to the point of tangency; thence North 18° 52' 00" East, 372.97 feet; thence North 36° 13' 01" East, 132.12 feet; thence North 53° 45' 30" East, 67.37 feet to the POINT OF BEGINNING.

Said parcel contains 42.41 acres, more or less.

LOCATION MAP



GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF SECTION 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST, BEING NORTH 00° 09' 54" EAST. NORTH AMERICAN DATUM OF 1983 (NAD83)
- PURSUANT TO F.S. CHAPTER 177.091(28), ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THE ABOVE SHALL NOT APPLY TO ANY PRIVATE EASEMENTS, IF ANY, GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. CABLE TELEVISION SERVICES CONSTRUCTION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
- LOT 1, LOT 2, LOT 3 AND LOT 4 ARE SUBJECT TO CROSS-ACCESS EASEMENTS AND DRAINAGE EASEMENTS PURSUANT TO THAT CERTAIN DECLARATION OF EASEMENTS RECORDED UNDER INSTRUMENT NUMBER 2022132155, IN OFFICIAL RECORDS BOOK 6277, PAGES 294 THROUGH 305, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- POND 1 (TRACT A) AND POND 2 (TRACT B) ARE JOINT-USE STORMWATER PONDS SERVING BOTH THE PUBLIC FLORA BOULEVARD (TRACT ROW-1) AND THE PRIVATE DEVELOPMENT ON LOTS 1-4. PONDS 1 AND 2 WILL BE OWNED AND MAINTAINED BY THE CITY OF KISSIMMEE. LOTS 1-4 SHALL HAVE PERPETUAL DRAINAGE RIGHTS TO DISCHARGE TO PONDS 1 AND 2.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Licensed Business # 7153

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned licensed surveyor and mapper, hereby states that on August 12, 2021, a survey of the lands as shown in the foregoing plat or plan was completed; that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; that permanent reference monuments ("PRM") have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Part 1, Platting, of the Florida Statutes; and that said land is located in the City of Kissimmee, Osceola County, Florida.

Surveyor's Name: William McCrary, P.S.M.
Registration Number: 4853
Florida Professional Surveyor and Mapper
Registration Number Of Legal Entity: L.B. 7153
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, Florida 32801

Date: _____

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, that on _____ the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177, Part 1, Platting..

Dated _____ Registration No. _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ the City of Kissimmee Commission approved the foregoing plat.

ATTESTS: _____ MAYOR

CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Platting, of the Florida Statutes and was filed for record on _____ at _____

City of the Circuit Court
in and for the Osceola County, Florida
BY _____ D.C. File No. _____

Notary Public

(Print, Type or Stamp Name)

My Commission Expires: _____

PLAT
BOOK

PAGE

FIRST LOOP LOGISTICS PARK

DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS, that the owners named below, being the owners in fee simple of the land described in the foregoing caption to this plat, have caused said land to be surveyed, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of the said lands, and subject to the dedications set forth herein.

The owner hereby dedicates Tract ROW-1 (Right of Way Dedication) to be owned and maintained by the City of Kissimmee in fee simple.

The owner hereby dedicates Tract A (Pond-1) and Tract B (Pond-2) (Stormwater Ponds) to be owned and maintained by the City of Kissimmee in fee simple.

The owner hereby dedicates a 60' Drainage Easement, being that portion of the 60' Drainage Easement recorded in Official Records Book 1227, Page 496, lying North of Tract ROW-1 to the City of Kissimmee.

Tract C (Lift Station) is dedicated in fee simple to Toho Water Authority (TWA) without any restriction whatsoever upon TWA. TWA ownership of this Tract and any improvements thereon vests upon approval of this plat by the City of Kissimmee, Florida. Recording of this plat shall act as conveyance to TWA and no further instrument shall be necessary to vest fee simple title to TWA as aforementioned.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested by the Officer named below and it's corporate seal to be affixed hereto on _____

FIRST INDUSTRIAL, L.P., a Delaware limited partnership
qualified to do business in the State of Florida

By: First Industrial Realty Trust, Inc., a Maryland
corporation, it's sole general partner

By: _____
Chris Wilson

Witness _____

Print Name _____

Witness _____

Print Name _____

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarizations, this _____ day of _____, 2022 by _____ who is _____ personally known to me or _____ has produced _____ as identification.

Notary Public

(Print, Type or Stamp Name)

My Commission Expires: _____

KELLEY PROPERTIES LLP, a Florida limited liability partnership, successor by conversion to Kelly Properties, a Florida general partnership

By: I.B.K. LTD., a Florida limited partnership, General Partner

By: DVG MANAGEMENT, INC., a Florida corporation, General Partner

By: _____
David A. Smith, Vice-President
Corporate Seal

By: VIDA RANCH, LTD., a Florida limited partnership, General Partner

By: DVG MANAGEMENT, INC., a Florida corporation, General Partner

By: _____
David A. Smith, Vice-President
Corporate Seal

By: SOUTHPORT CATTLE, LTD., a Florida limited partnership, General Partner

By: DVG MANAGEMENT, INC., a Florida corporation, General Partner

By: _____
David A. Smith, Vice-President
Corporate Seal

By: KENANSVILLE CATTLE, LTD., a Florida partnership, General Partner

by: DVG MANAGEMENT, INC., a Florida corporation, General Partner

By: _____
David A. Smith, Vice-President
Corporate Seal

Signed and sealed in the presence of: _____

Printed Name: _____

Printed Name: _____

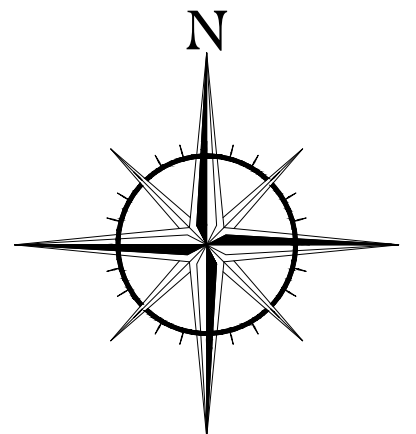
STATE OF FLORIDA

COUNTY OF OSCEOLA

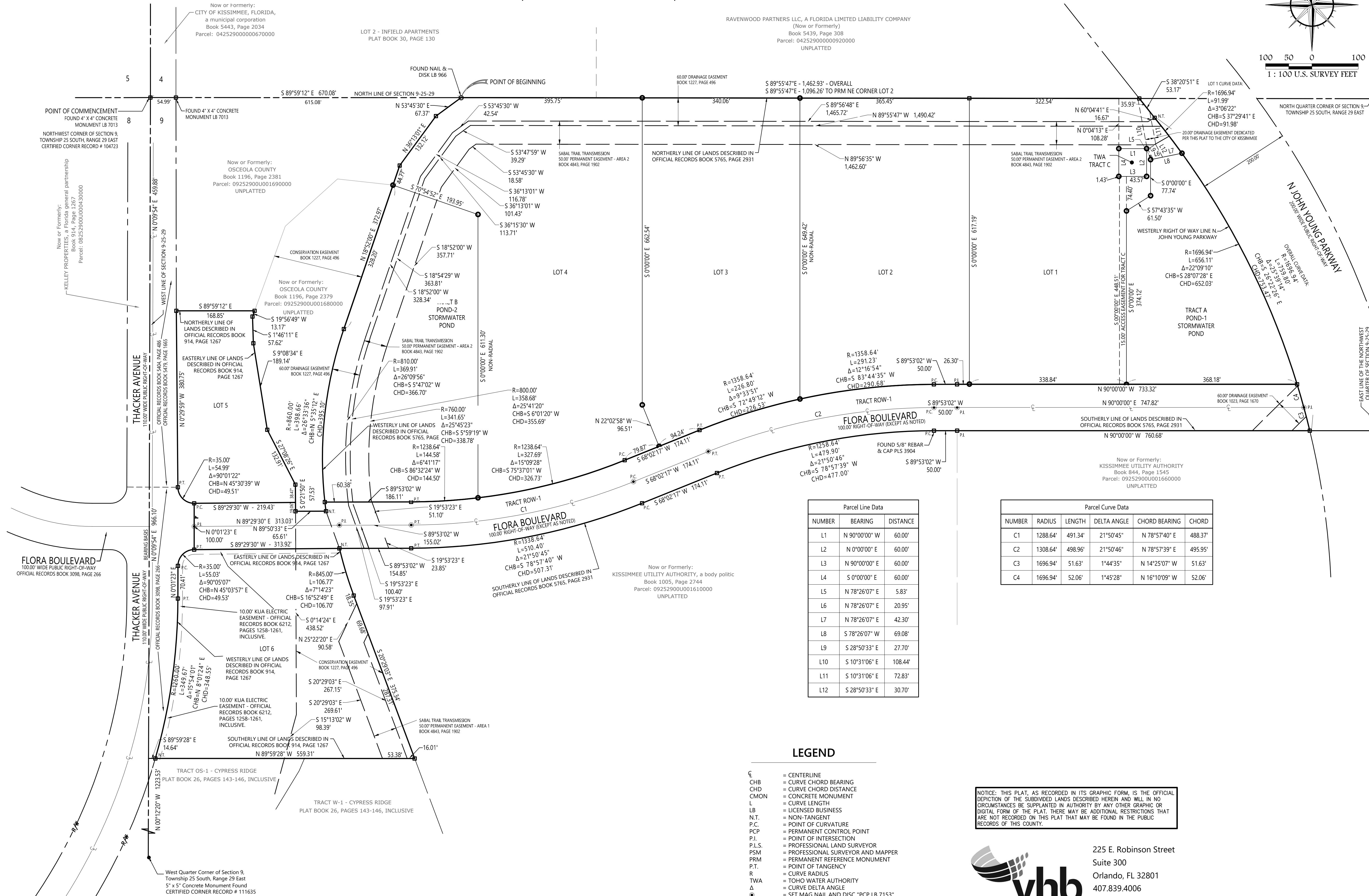
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarizations, this _____ day of _____, 2022 by _____ who is _____ personally known to me or _____ has produced _____ as identification.

FIRST LOOP LOGISTICS PARK

A PORTION OF SECTION 9, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA



100 50 0 100
1" = 100 U.S. SURVEY FEET



LEGEND

- CL = CENTERLINE
- CHB = CURVE CHORD BEARING
- CHD = CURVE CHORD DISTANCE
- CMON = CONCRETE MONUMENT
- L = CURVE LENGTH
- LB = LICENSED BUSINESS
- N.T. = NON-TANGENT
- P.C. = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- P.I. = POINT OF INTERSECTION
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PRM = PERMANENT REFERENCE MONUMENT
- P.T. = POINT OF TANGENCY
- R = CURVE RADIUS
- TWA = TOHO WATER AUTHORITY
- Δ = CURVE DELTA ANGLE
- = SET MAG NAIL AND DISC "PCP LB 7153"
- = SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"
- = SET 5/8" REBAR PIN WITH CAP "VHB LB 7153"

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Licensed Business # 7153

Prepared by and Return to:
Thomas E. Francis, Esq.
LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.
215 N. Eola Drive
Orlando, FL 32801-2028

FLORA BOULEVARD
DEVELOPMENT AND ESCROW AGREEMENT

THIS FLORA BOULEVARD DEVELOPMENT AND ESCROW AGREEMENT (“**Agreement**”) is made and entered into as of the 17th day of June, 2021 (“**Effective Date**”) by and among **FIRST INDUSTRIAL, L.P.**, a Delaware limited partnership qualified to do business in the State of Florida, having an address of 1 North Wacker Drive, Suite 4200, Chicago, IL 60606 (“**First Industrial**”), **KELLEY PROPERTIES, LLP**, a Florida limited partnership, formerly known as **KELLEY PROPERTIES**, a Florida general partnership, whose address is c/o David Smith, 4100 Canoe Creek Road, St. Cloud, FL 34772 (“**Kelley**”), the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida (“**City**”), and **CHICAGO TITLE INSURANCE COMPANY**, whose address is c/o Sam Sobering, 2400 Maitland Center Parkway, Suite 110, Maitland, FL 32751 (“**Escrow Agent**”). First Industrial, Kelley and the City are individually referred to as a “**Party**” or “**party**” and are collectively referred to as the “**Parties**” or “**parties**”.

RECITALS

WHEREAS, First Industrial is the owner of certain real property more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference hereto (the “**First Industrial Property**”); and

WHEREAS, Kelley is the owner of certain real property more particularly described on **Exhibit “B”** attached hereto and incorporated herein (the “**Kelley Property**”); and

WHEREAS, the Kelley Property and the First Industrial Property are subject to the terms and conditions of that certain PUD Amendment for Flora Ridge DRC #19-115 To Update Use, Design & Development Standards approved by the City on November 19, 2019, a certified copy of which was recorded December 23, 2019, in Official Records Book 5646, Page 1011, of the Public Records of Osceola County, Florida (the “**Amended PUD**”); and

WHEREAS, First Industrial plans to develop the First Industrial Property for industrial purposes with a maximum of 400,000 gross square feet of building area for industrial purposes (including, without limitation, distribution, warehouse, assembly and packaging uses), with related infrastructure and accessory uses, but excluding self-storage (the “**First Industrial Development**”); and

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WHEREAS, Section 17.h of the Amended PUD requires the construction of four (4) lanes of Flora Boulevard from Thacker Avenue to John Young Parkway (the “**Roadway**”) to City standards by the Developer (i.e., Kelley) or Site Developer (who, for purposes of this Agreement, is First Industrial) in accordance with the Amended PUD; and

WHEREAS, Kelley and First Industrial have agreed that First Industrial, as Site Developer under the Amended PUD, shall construct the Roadway, subject to the terms and conditions of this Agreement; and

WHEREAS, Kelley and First Industrial previously entered into that certain Flora Boulevard Easement and Escrow Agreement dated July 30, 2020 and recorded on July 31, 2020 in Book 5765, Page 2943 of the Public Records of Osceola County, Florida (the “**Prior Road Agreement**”), for the development and construction of the Roadway and related improvements, and the Parties intend to amend, restate and supersede the Prior Road Agreement with this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement in order to (a) confirm that the construction of the Roadway and related improvements pursuant to this Agreement complies with and satisfies the terms and conditions of the Amended PUD, and (b) memorialize the mobility impact fee credits (“**Mobility Impact Fee Credits**”) available to First Industrial and/or Kelley for portions of the construction of the Roadway, the dedication of right-of-way for the Roadway, and the dedication of land for stormwater facilities serving the Roadway; and

WHEREAS, First Industrial desires to commence construction of (a) the Roadway; (b) the proposed stormwater facilities necessary to accept stormwater from the Roadway (the “**Roadway Drainage Facilities**”); and (c) “dry” and “wet” utilities (sewer, water, power, phone, cable, etc.) (the “**Utility Facilities**”) to serve the First Industrial Property (the Roadway, Roadway Drainage Facilities, and Utility Facilities are collectively referred to as the “**Improvements**”); and

WHEREAS, First Industrial has deposited with Escrow Agent the funds necessary to pay the costs of construction of the Improvements; and

WHEREAS, First Industrial has also requested that Kelley grant to First Industrial over a portion of the Kelly Property, limited to that area of real property expressly identified herein, the necessary easements to (a) construct the Improvements, and (b) utilize the Improvements until such time as the Improvements are transferred and accepted by the City or the applicable utility provider; and

WHEREAS, Escrow Agent has been selected by the Parties to hold the Escrow Funds (defined below) in escrow pursuant to the terms of this Agreement and to disburse such funds as more particularly detailed herein.

NOW THEREFORE, the Parties agree as follows:

1. Recitals; Effect on Prior Road Agreement. The foregoing recitals are hereby incorporated by reference as if fully restated herein. Kelley and First Industrial hereby acknowledge and agree that the Prior Road Agreement is hereby fully amended and restated by this Agreement, and that the terms and conditions of this Agreement fully supersede all of the terms

and conditions of the Prior Road Agreement. Upon the execution of this Agreement by the Parties, the Prior Road Agreement shall be terminated and of no further force and effect whatsoever.

2. Approval of Plans; Location of Roadway and Roadway Drainage Facilities. The Parties hereby agree on and approve the conceptual location of the Roadway and Roadway Drainage Facilities in the locations depicted on Exhibit "C" attached hereto and incorporated herein. The final location and configuration of the Roadway and Roadway Drainage Facilities shall be as determined pursuant to the required approvals for the Roadway and the Roadway Drainage Facilities by the City and other governmental authorities having jurisdiction. Such required approvals include, without limitation, the approved final plat of the First Industrial Property and the Kelley Property (the "**Plat**"), and final construction plans; the preliminary plat submitted to the City is attached hereto as Exhibit "D" for reference.

First Industrial agrees to deliver the final construction plans for the Improvements to Kelley and Kelley shall have ten (10) business days to review and respond, failure of which, the construction plans shall be deemed automatically approved. Kelley shall have no objection rights with respect to the location of the Roadway and Roadway Drainage Facilities unless they materially differ from the locations shown in Exhibit "C". If Kelley provides any objection to the construction plans for the Roadway and/or the Roadway Drainage Facilities, Kelley shall present such objection in writing with as much detail as possible and the Parties agree to work in diligent and good faith efforts to resolve said objection within fifteen (15) days of the Kelley providing said objections. The plans as approved by First Industrial and Kelley shall be submitted to the City for approval and permitting. For the purposes of this Agreement, the term "**Plans**" means the final construction plans for the Improvements as approved by First Industrial and Kelley pursuant to this Section 2 and as permitted by the City and other governmental authorities having jurisdiction over the construction of the Improvements. The **Plans** shall amend and supersede Exhibit "C" and Exhibit "B" for purposes of any obligations, commitments or entitlements that may arise as a result of this Agreement. First Industrial shall construct the Improvements in a good and workmanlike manner, in accordance with the Plans, and shall be responsible for promptly curing all defects in construction at First Industrial's (or its contractor's) sole cost and expense during any warranty period provided for by the contractor or during the term of any maintenance bond required by the City (unless such warranties and/or maintenance bonds are assigned and/or issued to the City for the purpose of the City curing all defects in construction).

3. Completion of Improvements.

(a) First Industrial, as "Site Developer" under the Amended PUD and the initial "Constructing Party" under this Agreement, agrees to commence construction of the Improvements within one (1) year from the Effective Date of this Agreement ("**Commencement Deadline**"), subject to a thirty (30) day written notice and cure period from Kelley. If First Industrial fails to commence construction on or before the Commencement Deadline and after written notice and opportunity to cure, Kelley shall have the right, but not the obligation to elect to become the "Constructing Party" of the Improvements by providing written notice to First Industrial of its election to become the Constructing Party ("**Election Notice**"). Upon providing the Election Notice under this subsection (a), Kelley shall commence construction of the Improvements within ninety (90) days of such election and shall diligently proceed with completion of said Improvements in accordance with the terms of this Agreement on or before the

two-year anniversary date of the Election Notice ("**Kelley Completion Deadline**"), failure of which, First Industrial shall have the right to provide an Election Notice and complete construction.

(b) Provided that First Industrial commences construction of the Improvements on or before the Election Notice, First Industrial shall have seven hundred thirty (730) days from the date it commences construction to complete construction of the Improvements in a good and workmanlike manner, and obtain acceptance of the Improvements by the City ("**Completion Deadline**"). If construction is underway at the Completion Deadline, First Industrial shall be entitled to a one-time extension of the Completion Deadline for an additional one hundred eighty-five (185) days. If First Industrial has commenced construction of the Improvements but fails to complete the Improvements and have the same accepted by the City prior to the expiration of the Construction Deadline, as may be extended, Kelley shall have the right, but not the obligation, at any time after the expiration of the Completion Notice to provide an Election Notice and upon doing so, Kelley shall immediately proceed with diligent and good faith efforts to complete the Improvements and have the same accepted by the City within a reasonable time-frame as agreed to by Vanasse Hangen Brustlin, Inc., the record project engineer (the "**Project Engineer**") plus six (6) months.

(c) If Kelley undertakes construction to complete the Improvements by properly and timely providing an Election Notice to First Industrial as provided above: (i) Kelley shall do so using the Escrow Funds (defined in Section 12 below) in accordance with the disbursement procedures set forth in Section 12; (ii) Kelley shall be obligated to diligently commence and complete construction of the Improvements and have same accepted by the City upon completion; and (iii) Kelley shall perform all other obligations required of the First Industrial Property and of First Industrial by the City under this Agreement. First Industrial shall be entitled to any mobility/impact fee credits that are available based on or attributable to the construction of the Improvements, and Kelley shall promptly assign to First Industrial any such credits that are available to Kelley (and Kelley shall pursue such credits on First Industrial's behalf if such credits are available); provided that to the extent Kelley expends funds to construct the Improvements that are not paid from the Escrow Funds, any mobility/impact fee credits available from the City for such additional expenditures shall belong to Kelley. Notwithstanding anything herein to the contrary, any mobility/impact fee credits available related to the value of the land dedicated to the City, or encumbered by a drainage easement, that a Party is able to obtain from the City based on or attributable to the value of such land, shall belong to such Party.

(d) For the purposes of this Agreement, the Party constructing the Improvements is sometimes referred to as the "**Constructing Party**", and the other Party (i.e., whichever of First Industrial or Kelley is not constructing the Improvements) is sometimes referred to as the "**Non-Constructing Party**". Upon the demand of the Constructing Party, the Non-Constructing Party shall assign all plans, contracts, and permits to the Constructing Party to enable the Constructing Party to complete construction of the Improvements and have the same accepted by the City.

(e) The time periods for performance by First Industrial and Kelley under this Agreement (including, without limitation, any deadlines relating to the commencement or the completion of construction of the Improvements) shall be extended for events of Force Majeure (defined in Section 20 below) and/or Permitted Delay (defined in Section 20 below). If the

Constructing Party is constructing the Improvements and construction stops, or has elected to construct the Improvements and fails to commence construction, by an applicable commencement deadline or by an applicable completion deadline, for a period of greater than sixty (60) days, for any reason other than a Force Majeure event or a Permitted Delay event, the Non-Constructing Party may serve a written cure notice on the Constructing Party and if construction is not resumed or started within thirty (30) days of the cure notice the Non-Constructing Party may issue an Election Notice provided it diligently and in good faith proceeds with the construction of the Improvements.

4. Easements.

(a) Grant of Temporary Access and Construction Easement. Kelley hereby gives, grants, conveys, and declares for the benefit of the owners, agents, contractors, consultants employees, and successors and assigns of the First Industrial Property, a temporary, non-exclusive ingress/egress and construction easement ("**Construction Easement**") in favor of First Industrial to enter upon the Roadway and Roadway Drainage Facilities and twenty-five (25) feet of the portions of the Kelley Property adjacent to the Roadway and Roadway Drainage Facilities (the "**Construction Easement Area**") as reasonably necessary to: (i) construct/install the Improvements; (ii) construct the Side-Slope Improvements (defined below), if required; and (iii) exercise the rights granted under this Agreement. Such Construction Easement rights granted herein shall include, without limitation, the staging of construction activities, movement of construction material, construction personnel and construction equipment, storage of construction materials, parking of automobiles and construction equipment, and access across the Construction Easement Area to perform such work necessary to construct the Improvements provided that such rights are exercised in a manner so as to minimize the interruption or adverse impact on the activity and operation of the Kelley Property. This Construction Easement shall automatically terminate upon completion of the Improvements and acceptance of same by the City, County, and/or the applicable utility provider for maintenance.

(b) Grant of Drainage Easement. Kelley hereby gives, grants, conveys, and declares for the benefit of the owners, agents, contractors, consultants employees, and successors and assigns of the First Industrial Property a temporary, non-exclusive drainage easement, upon, over, across, in, under and through the Roadway Drainage Facilities as may be constructed and installed on the Kelley Property by First Industrial, in order to allow for the drainage of stormwater that originates from the Roadway to drain into the Roadway Drainage Facilities ("**Drainage Easement**"). The Drainage Easement shall automatically terminate upon such time as the City accepts the Roadway Drainage Facilities.

(c) Grant of Access Easement. Kelley hereby gives, grants, conveys, and declares for the benefit of the owners, agents, contractors, consultants, employees, and successors and assigns of the First Industrial Property, a temporary, non-exclusive access easement upon, over, across, in, under and through the Roadway as constructed and installed on the Kelley Property by First Industrial for ingress and egress and passage of pedestrians and motor vehicles ("**Access Easement**"). This Access Easement shall automatically terminate upon such time as the City accepts the Roadway as public right-of-way.

(d) Grant of Utility Easement. Kelley hereby gives, grants, conveys, and declares for the benefit of the owners, agents, contractors, consultants employees, and successors and assigns of the First Industrial Property a temporary, non-exclusive utility easement (“**Utility Easement**”): (i) upon, over, across, in, under and through the Roadway and Kelley Property (no more than ten (10) feet adjacent to the Roadway) to allow for the First Industrial Property to utilize and benefit from the Utility Facilities installed within the Roadway and on the Kelley Property; (ii) upon, over, across, in, under and through the ten (10) feet of those portions of the Kelley Property that are contiguous to the Roadway to allow for the installation of Utility Facilities not located within the Roadway. This Utility Easement shall automatically terminate upon such time as the City, and/or the respective utility provider, accepts the utilities and the City and utility provider are granted all required reasonable easements and bills of sale, which required reasonable easements and bills of sale shall be granted by Kelley.

(e) Grant of Grading/Slope Easement. To the extent determined necessary by First Industrial during construction of the Roadway, Kelley hereby grants, conveys, declares and establishes for the benefit, use and enjoyment of First Industrial a temporary non-exclusive grading and perpetual side slope easement over, upon and across Kelley Property (not to exceed twenty (20) feet from the back of curb of Roadway that is for the purposes hereinafter stated (“**Slope Easement**”), all subject to the terms, conditions and limitations set forth herein. The purpose of the Slope Easement shall be to permit the First Industrial, through itself, its agents, contractors, consultants and employees to enter upon the Kelley Property immediately adjacent to the Roadway (not more than twenty (20) feet) to tie the grades of the Roadway with the adjacent Kelley Property consistent with the approved grading plans (the “**Side-Slope Improvements**”). First Industrial shall be responsible at its sole cost and expense for the creation of the Side-Slope Improvements, if required. To the extent any Side-Slope Improvements are required by the grading plans and constructed by First Industrial, Kelley agrees to convey to the City, if required by the City, a reasonable Slope Easement over the Side-Slope Improvements within ten (10) days of the City’s request.

(f) Kelley Easements and Covenants. If Kelley becomes the Constructing Party, within five (5) days of Kelley’s request, First Industrial, or its successor in title, shall grant, on the First Industrial Property and only to the extent necessary for Kelley to construct the Improvements (and such other improvements and facilities as are detailed in the approved plans and applicable permits), construction, access, utility, slope, and drainage easements with similar general parameters, terms and conditions contained in subsections (a) - (e) above. If Kelley invokes such easement rights across the First Industrial Property, Kelley shall become subject to, and perform/comply with, the same covenants required of First Industrial in Sections 8, 9, 10 and 11 below with respect to the exercise of its easement rights and entry onto First Industrial Property and such covenants shall be included in said easements. First Industrial agrees this provision shall run with title to the First Industrial Property, and any such easements granted in accordance with this paragraph will, for purposes of priority, relate back to the recording date and time of this Agreement, and have priority over all liens and encumbrances recorded subsequent to the recording date and time of this Agreement.

(g) Termination of Easements. Upon automatic termination of any of the easements described in Sections 4(a), 4(b), 4(c) and 4(d) above, the Parties shall cooperate

diligently and in good faith to execute and record an acknowledgment and confirmation of such termination among the public records of the County.

5. Dedication of Roadway to City. The Parties acknowledge and agree that the required right-of-way for the Roadway shall be dedicated to the City in and by means of the Plat, in accordance with the City's standard requirements for the dedication of right-of-way by plat.

6. Dedication of Drainage Easements to City. The Parties acknowledge and agree that the required drainage easements for the Roadway shall be dedicated to the City in and by means of the Plat, in accordance with the City's standard requirements for the dedication of drainage easements by plat.

7. Additional City Requirements. In addition to the dedications described in Sections 5 and 6 above, the Parties acknowledge that the City may require a Phase I environmental study, a title insurance commitment covering the Roadway and/or the Roadway Drainage Facilities, and/or the execution of a "disclosure of beneficial interest" form required by Section 286.23, Florida Statutes (collectively, the "**City Conveyance Requirements**"), and the City may require other items during the review and approval process (the "**Additional City Requirements**"). The Parties agree to provide the City Conveyance Requirements, to the extent reasonable, to the City, if requested, and promptly to satisfy any such Additional City Requirements, to the extent reasonable, which may occur during the review and approval process. First Industrial agrees to pay for the cost and expense associated with any title search and Phase 1 to satisfy the City Conveyance Requirements and Kelley hereby grants First Industrial and its consultants and license to enter upon portions of the Kelley Property, no more than twenty-five (25) feet from the Roadway or Roadway Drainage Facilities, to perform such testing as may be required by the City.

8. Indemnity/Insurance. First Industrial shall use commercially reasonable efforts to ensure that the construction of the Improvements does not unreasonably disturb, disrupt or damage the Kelley Property. First Industrial shall indemnify and hold Kelley harmless from and against any and all loss, claim and/or damage done to all or any portion of the Kelley Property and for any personal injury, property damage, wrongful death or other damages proximately caused by or from First Industrial or First Industrial's contractors, agents, subcontractors, suppliers, materialmen, or consultants entry, omissions, or activities on the Kelley Property following the Effective Date. First Industrial shall carry liability insurance of not less than One Million Dollars (\$1,000,000.00) and shall obtain a liability insurance certificate naming Kelley as an additional insured party.

If Kelley becomes the Constructing Party, Kelley shall use commercially reasonable efforts to ensure that the construction of the Improvements does not unreasonably disturb, disrupt or damage the First Industrial Property. Kelley shall indemnify and hold First Industrial harmless from and against any and all loss, claim and/or damage done to all or any portion of the First Industrial Property and for any personal injury, property damage, wrongful death or other damages proximately caused by or from Kelley or Kelley's contractors, agents, subcontractors, suppliers, materialmen, or consultants entry, omissions, or activities on the First Industrial Property following the Effective Date. Kelley shall carry liability insurance of not less than One Million Dollars (\$1,000,000.00) and shall obtain a liability insurance certificate naming First Industrial as an additional insured party.

9. Restoration. First Industrial shall return any areas of the Kelley Property utilized by First Industrial or its contractors, subcontractors, suppliers, or consultants in its construction of the Improvements to a good and useable condition substantially consistent with the condition of the Kelley Property at the time of First Industrial's entry. For example, if First Industrial places rock in the Construction Easement to support storage of construction equipment, First Industrial must remove the rock, grade and seed with grass.

If Kelley becomes the Constructing Party, Kelley shall return any areas of the First Industrial Property utilized by Kelley or its contractors, subcontractors, suppliers, or consultants in its construction of the Improvements to a good and useable condition substantially consistent with the condition of the First Industrial Property at the time of Kelley's entry. For example, if Kelley places rock in the Construction Easement to support storage of construction equipment, Kelley must remove the rock, grade and seed with grass.

10. Environmental. First Industrial shall not allow any hazardous material to be deposited on the Kelley Property in violation of applicable law in connection with the performance under the terms of this Agreement. The term "Hazardous Material" means any flammable explosives, radio-active materials, asbestos, electrical transformers, batteries, and any paints, solvents, chemicals, petroleum products, or other manmade materials with hazardous or carcinogenic or toxic characteristics including without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants", or other similar terms, by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statute, regulation or ordinance may be amended from time to time.

If Kelley becomes the Constructing Party, Kelley shall not allow any Hazardous Material to be deposited on the First Industrial Property in violation of applicable law in connection with the performance under the terms of this Agreement.

11. Construction Liens. No rights created herein to enter upon the Kelley Property shall permit or empower First Industrial to encumber the Kelley Property with liens arising from the construction, installation, maintenance, repair and or replacement of the improvements contemplated herein. In this regard, First Industrial shall not suffer or permit any construction lien to be placed upon or against the Kelley Property, and, in case of any such construction lien attaching, First Industrial shall immediately pay (or discharge by bond) and remove the same. If any construction liens associated with design or construction of the Improvements are filed against the Kelley Property, and, thereafter First Industrial fails to pay (or discharge) and remove the same within ten (10) days of its actual notice that said lien has arisen, then Kelley, at its election, may pay and satisfy the same, or transfer the same to other security, and in such event First Industrial, or its contractor, subcontractor, agent, lienor, or affiliated licensee, as applicable (but in all instances First Industrial shall be jointly and severally liable to Kelley with First Industrial's contractor, subcontractor, agent, lienor or affiliated licensee), shall reimburse Kelley, as applicable, any and all sums so paid, including interest at the highest rate allowable by Florida law accruing from the date of payment and including all reasonable costs and expenses incurred by Kelley in connection therewith, including attorneys' fees incurred before or at trial or at any re-hearing or appeal. In addition, Kelley shall have the right to file a lien on First Industrial Property for any

such funds advanced by Kelley to remove a construction lien, and foreclose said lien as permitted with a mortgage under Florida law.

If Kelley becomes the Constructing Party, no rights created herein to enter upon the First Industrial Property shall permit or empower Kelley to encumber the First Industrial Property with liens arising from the construction, installation, maintenance, repair and or replacement of the improvements contemplated herein. In this regard, Kelley shall not suffer or permit any construction lien to be placed upon or against the First Industrial Property, and, in case of any such construction lien attaching, Kelley shall immediately pay (or discharge by bond) and remove the same. If any construction liens associated with design or construction of the Improvements are filed against the First Industrial Property, and, thereafter Kelley fails to pay (or discharge) and remove the same within ten (10) days of its actual notice that said lien has arisen, then First Industrial, at its election, may pay and satisfy the same, or transfer the same to other security, and in such event Kelley, or its contractor, subcontractor, agent, lienor, or affiliated licensee, as applicable (but in all instances Kelley shall be jointly and severally liable to First Industrial with Kelley's contractor, subcontractor, agent, lienor or affiliated licensee), shall reimburse First Industrial, as applicable, any and all sums so paid, including interest at the highest rate allowable by Florida law accruing from the date of payment and including all reasonable costs and expenses incurred by First Industrial in connection therewith, including attorneys' fees incurred before or at trial or at any re-hearing or appeal. In addition, First Industrial, shall have the right to file a lien on the Kelley Property for any such funds advanced by First Industrial to remove a construction lien, and foreclose said lien as permitted with a mortgage under Florida law.

12. Project Costs, Escrow and Disbursement.

(a) First Industrial has deposited the amount of Two Million Five Hundred Thousand (\$2,500,000.00) with Escrow Agent (the "**Escrow Funds**"). The parties acknowledge and agree that the Escrow Funds represent one hundred twenty-five percent (125%) of the estimated total costs of construction of the Improvements (including contingency amounts) (the "**Estimated Budget**"). Within five (5) business days after the award of the construction contract to the Contractor (defined below) for the Improvements, which construction contract shall establish the final budget for the Improvements (including contingency amounts) (the "**Final Budget**"), First Industrial shall deposit with Escrow Agent the amount required, if any, such that the Escrow Funds shall represent 125% of the Final Budget (and in the event 125% of the Final Budget is less than \$2,500,000.00, then Escrow Agent shall promptly disburse to First Industrial that portion of the Escrow Funds which exceeds 125% of the Final Budget). The Parties agree that the construction costs in the Final Budget shall reference FDOT itemized unit costs for Osceola County when used to calculate performance guarantee estimates. By execution hereof, Escrow Agent acknowledges receipt of the Escrow Funds and agrees to hold such funds in escrow and administer and disburse such funds pursuant to and strictly in accordance with the terms and conditions of this Agreement. Upon receipt of the Escrow Funds, Escrow Agent shall deposit the Escrow Funds in Escrow Agent's trust account. Escrow Agent shall hold the Escrow Funds in its Trust Account at a federally-insured financial institution. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no duties or obligations shall be read into or implied from this Agreement with respect to the Escrow Agent. Upon Escrow Agent's disbursement of the Escrow Funds in accordance with the provisions hereof, Escrow Agent's duties

and responsibilities with respect to the Escrow Funds shall cease, and Escrow Agent thereafter shall be released of all liability hereunder in connection therewith.

(b) Not more than once per month during the term of construction, Constructing Party shall deliver an application for a progress payment to Escrow Agent and the Non-Constructing Party setting forth the amount due Constructing Party from the Escrow Funds for that portion of the Improvements work completed during the time period which is the subject of such application for payment; which amount shall equal ninety percent (90%) of the product of (i) the initial total amount of the Escrow Funds for any particular line item (excluding the general contingency line item) multiplied by (ii) the percentage of the Improvements work for that line item represented by the completed work which is the subject of such application for a progress payment. With each application for a progress payment, Constructing Party shall deliver to the Non-Constructing Party and Escrow Agent: (x) a certificate issued by the Project Engineer confirming the percentage of completion of the Improvements work line item set forth in such application for payment; (y) Constructing Party's affidavit, and the Constructing Party's contractor's ("**Contractor**") affidavit, affirming that all persons in privity with Constructing Party or the Contractor providing labor, materials and services in connection with the Improvements work have been, or will be, paid or specifically identifying those persons who are currently unpaid; and (z) copies of the conditional partial/final releases of lien from all subcontractors, suppliers and other parties filing a "Notice to Owner" with respect to all work which was the subject of the preceding application for payment.

(c) Within five (5) business days after receipt by the Non-Constructing Party of each application for payment and accompanying information, the Non-Constructing Party shall provide written notice to Escrow Agent in the event it objects to the application for payment submitted by the Constructing Party or the amount requested by the Non-Constructing Party thereunder. The Non-Constructing Party agrees that it will object to an application for payment or the amount requested by the Constructing Party thereunder only in good faith and for good cause. Non-Constructing Party's failure to provide written notice to Escrow Agent of the Non-Constructing Party objection to an application for payment or the amount requested thereunder within five (5) business days after receipt of the Constructing Party application for payment shall be deemed to constitute the Non-Constructing Party's approval of such disbursement. Accordingly, Escrow Agent shall be and is hereby authorized to make a disbursement of the Escrow Funds to the Constructing Party in accordance with any application for payment hereafter submitted by the Constructing Party in accordance with this Agreement, provided, however, that the Non-Constructing Party does not object in accordance herewith to such application for payment or the amount requested by the Constructing Party thereunder within five (5) business days after the Non-Constructing Party's receipt of such application for payment. If the Non-Constructing Party timely objects to such application, and provides written notice describing, with specificity, such objection, then Escrow Agent shall not make any disbursements of the Escrow Funds until such objection is resolved in good faith by the Constructing Party and the Non-Constructing Party (provided that any amount that is not in dispute shall be disbursed in accordance with the application).

(d) Upon completion of the Improvements, Constructing Party shall request the final payment from the Escrow Funds for any unreimbursed construction costs delineated on the Budget. Such disbursement shall be in accordance with the Constructing Party's final application

for payment, which shall include, in addition to the information required in clauses (x) through (z) of subparagraph (b) above, (i) the Project Engineer's certification that the Improvements are substantially complete in accordance with the Plans; (ii) a final contractor's affidavit from the Contractor, prepared in accordance with subsection 713.06(3), Florida Statutes, affirming that all bills for labor, materials and services relating to the Improvements have been paid in full; (iii) a certificate of completion or the legal equivalent issued by the City evidencing the completion and approval of the Improvements; and (iv) all other documents reasonably necessary to evidence the completion and acceptance of the Improvements (all of such documents being collectively referred to herein as the "**Completion and Acceptance Documents**"). Constructing Party shall also furnish to the Non-Constructing Party a final waiver or release of lien executed by each subcontractor, supplier or other party previously serving a "Notice to Owner" in connection with the Improvements, waiving and releasing any lien or claim for any and all work, labor or materials furnished in connection with the Improvements. Any Escrow Funds attributable to lien claimants identified in the final contractor's affidavit shall be reserved by Escrow Agent and not disbursed until final disposition of such lien claimant's claim or until such liens are transferred from the applicable real property to other security pursuant to Section 713.24, Florida Statutes.

Following the aforesaid final payment, and payment of any other costs related to the Improvements, the funds remaining in escrow for the Improvements, including but not limited to any unused contingency funds or allowance funds, shall be distributed back to First Industrial by line item, in accordance with the allocation stated in the Budget for each line item.

(e) Notwithstanding anything in this Section 12 to the contrary, First Industrial shall be entitled to satisfy its obligation to provide security for construction of the Improvements by providing a payment and performance bond in favor of Kelley in a form acceptable to Kelley and the City in their commercially reasonable discretion (the "**Bond**"). Such Bond may be provided either as of the Effective Date in lieu of the Escrow Funds or after the Effective Date to replace the Escrow Funds. In the event First Industrial provides the Bond after the Effective Date in accordance with this Section 12(e): (i) notice of the issuance of such Bond shall be delivered by First Industrial to Escrow Agent (with a copy of such notice delivered to Kelley and the City); (ii) within five (5) business days after receipt of such notice, Escrow Agent shall disburse and deliver the Escrow Funds to First Industrial; and (iii) thereafter the security provided by First Industrial to Kelley for construction of the Improvements shall be in accordance with the terms and conditions of the Bond.

(f) In addition to the foregoing, the Constructing Party shall provide a one (1) year maintenance bond to the City concurrently with the acceptance and dedication of the Roadway and Roadway Drainage Facilities to the City (the cost of which maintenance bond shall be included in the Final Budget).

13. Mobility Impact Fee Credits. In consideration for First Industrial's agreement to construct the Roadway and the Roadway Drainage Facilities as described in this Agreement, and to the extent the road construction and dedication of land by First Industrial exceed its proportionate share of required mitigation, then consistent with City Code of Ordinances Section 13-3-16, the City will provide Mobility Impact Fee Credits to First Industrial for such portion of (i) the Roadway and the Roadway Drainage Facilities, and (ii) the dedication of portions of the First Industrial Property for the Roadway and the Roadway Drainage Facilities.

In consideration for Kelley's agreement to dedicate land needed for the Roadway and the Roadway Drainage Facilities as described in this Agreement, and to the extent the dedication of land by Kelley exceeds its proportionate share of required mitigation as consistent with City Code of Ordinances Section 13-3-16, the City will provide Mobility Impact Fee Credits to Kelley Properties for the dedication of portions of the Kelley Property for the Roadway and the Roadway Drainage Facilities.

Upon reasonable acceptance of the Developer Contribution Credits (as defined by Section 13-3-16) estimate for First Industrial, the City shall credit on its books to the account of First Industrial, for purposes of City Code of Ordinances Chapter 13-3 (Mobility Fees), amounts equal to the Developer Contribution Credits allocable to First Industrial. Thereafter, as Mobility Impact Fees become payable from time to time in connection with the First Industrial Development, and if so instructed by First Industrial, City shall deduct such amounts payable from First Industrial's account. First Industrial also shall be entitled to assign any of the Mobility Impact Fee Credits to other property owners or developments within the City located within four (4) miles of the First Industrial Property as depicted on **Exhibit "E"** attached hereto and incorporated herein. Such assignment(s) shall be made in writing and presented to the City at such time that Mobility Impact Fees are due on such other projects.

Upon reasonable agreement between the City and Kelley as to the fair market value of the land dedicated by Kelley for the Roadway (as defined by Section 13-3-16), the City shall credit on its books to the account of Kelley, for purposes of City Code of Ordinances Chapter 13-3 (Mobility Fees), amounts equal to the fair market value of the land dedicated by Kelley. Thereafter, as Mobility Impact Fees become payable from time to time in connection with the Flora Ridge PUD, and if so instructed by Kelley Properties, City shall deduct such amounts payable from Kelley's account. Kelley shall be entitled to assign any of the Mobility Impact Fee Credits to other property owners or developments within the City located within four (4) miles of the Kelley Property as depicted on **Exhibit "E"** attached hereto and incorporated herein. Such assignment(s) shall be made in writing and presented to the City at such time that Mobility Impact Fees are due on such other projects. Kelley and the City hereby stipulate and agree as between them that for purposes of determining Kelley's proportionate share of the land dedicated by Kelley for the Roadway, Kelley shall receive credit for the dedication of that amount of land required to build two (2) of the four (4) lanes of the Roadway located on the Kelley Property.

14. Notices. Any notice or other communication required or permitted to be given, answered or made by a party hereto to the other party or to the Escrow Agent shall be in writing and shall be deemed to have been properly given or sent as of the date and time the same are personally delivered, transmitted electronically (i.e. facsimile device) with the delivery date and time noted in a confirmation receipt, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with FedEx or other overnight delivery service from which a receipt may be obtained, as addressed as follows:

As to First Industrial:

FIRST INDUSTRIAL, L.P.
Attn: Chris Willson
1 North Wacker Drive, Suite 4200
Chicago, IL 60606

00358118 12
0894090\184997\10479478v8

With a Copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: Tara Tedrow, Esq.
215 N. Eola Drive
Orlando, FL 32801

As to Kelley: David Smith
4100 Canoe Creek Road
St. Cloud, FL 34772

With a Copy to: The Ort Law Firm
Attn: Joseph Ort, Esq.
1305 East Plant Street
Winter Garden, FL 34787

As to the City: City of Kissimmee, Florida
Attn: Kalanit Oded
101 Church Street
Kissimmee, FL 34741

As to Escrow Agent: Chicago Title Insurance Company
Attn: Sam Sobering
2400 Maitland Center Parkway, Suite 110
Maitland, FL 32751

15. Covenants Running with the Land/Successors and Assigns. This Agreement shall be a covenant running with the land and run with title to the First Industrial Property and the Kelley Property and shall inure to the benefit and detriment of the foregoing properties and their owners, tenants, heirs, legal representatives, successors, and assigns. First Industrial understands that Kelley may deed the real property that consists of its portions of the Roadway, Roadway Drainage Facilities, and the easements contemplated herein to a single purpose entity. First Industrial consents to such assignment provided that prior to such assignment the single purpose entity agrees to assume in writing all of the obligations contained in this Agreement, including the granting of all easement contemplated herein.

16. Termination of Agreement. Upon the Improvements contemplated herein being completed as evidenced by a certificate of completion from the City and all Improvements (with necessary easements, if any) being transferred or dedicated to the City, the Escrow Agent shall record a release of this Agreement ("Release") that all obligations and easements contained herein have been satisfied and terminated. The Escrow Agent shall, prior to recording said Release, provide written notice to each of the Parties informing the Parties of its determination that one or more of the Parties has satisfied its obligations hereunder, and in the event one of the Parties does not object within then (10) days of the written notice, Escrow Agent shall be authorized to record the Release in the Public Records of Osceola County, Florida. Notwithstanding the foregoing, the following terms shall survive termination of this agreement: Section 8 (Indemnity/Insurance), Section 11 (Construction Liens), Section 18 (Time is of the Essence), Section 22 (Dispute Resolution), Section 23 (Enforcement and Remedies), Section 24 (Attorneys' Fees), Section 25

(Governing Law/Venue), Section 26 (Limitation of Encumbrance), Section 27 (Good Faith Cooperation on Release), Section 29 (Waiver), Section 31 (Jury Trial Waiver), and any party's obligation under of this Agreement to reimburse another party.

17. Recordation of Agreement. An executed original of this Agreement shall be promptly recorded after the Effective Date, at First Industrial's expense, in the Public Records of Osceola County.

18. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

19. Further Assurances and Documentation. In addition to the acts recited herein to be performed by the Parties, the First Industrial and Kelley agree to cooperate and perform all further acts as may reasonably be required to perform the tasks contemplated in this Agreement. First Industrial and Kelley understand and agree that it is extremely difficult for such Parties to contemplate every perceivable request and document that may be required in connection with fulfilling the terms and conditions of this Agreement, including, without limitation, the assignments set forth in Section 23 below, so First Industrial and Kelley each agree to cooperate diligently and in good faith with one another, including, without limitation, (a) signing such documents as reasonably required by the City, County, governmental/quasi-governmental agency, or applicable utility provider to effectuate the terms of this Agreement, and (b) signing such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of such Parties hereunder and the consummation of the transactions contemplated hereby. First Industrial and Kelley each agree to sign such requested reasonable documentation within five (5) business days of such written request.

For example, First Industrial and Kelley acknowledge that a permit or permits from South Florida Water Management District ("**District**") and/or the Army Corps of Engineers ("**ACOE**") will be necessary for the construction of the Improvements and that some of the Improvements must be accepted by the District and/or the ACOE. As a result, Kelley agrees to sign such applications and documentation reasonably necessary for First Industrial to obtain such permits and such other documents as required by the District and/or the ACOE.

20. Force Majeure, Permitted Delay. For the purposes of this Agreement, the term "**Force Majeure**" means a required stoppage or delay of construction work by reason of: (a) acts of nature, war, civil commotion, pandemic, riots, work stoppages arising out of collective bargaining strikes, or (b) adverse weather, or damage to work in progress by reason of fire, flood or windstorm beyond the reasonable control of a Party (other than financial reasons), and/or due to any other circumstance not within the reasonable control of the performing Party (other than financial reasons) and not within the reasonable control of the performing Party's contractors, subcontractors, suppliers or consultants (other than financial reasons).

For the purposes of this Agreement, the term "**Permitted Delay**" means a required stoppage or delay of construction work by reason of: (i) unreasonable delay or withholding of an approval by a Party to items within this Agreement that requires such Party's approval; (ii) construction or completion delays caused by a governmental or utility authority unreasonably delaying approval of a permit or any other approval required to construct and receive final approval

of the Improvements (provided the Constructing Party requested the permit or approval at a reasonable time and made reasonable efforts to timely obtain the approval); (iii) delays caused by unforeseen conditions not identified in any geotechnical report or otherwise on the Plans or associated permits; and (iv) delays caused by unforeseen delays caused by permitting authority revising scope in the field.

Constructing Party must notify the Non-Constructing Party in writing (which may be via email) within seven (7) business days of a Force Majeure or Permitted Delay claim (a "Claim"). Claim notification must include: date, time, duration, narrative of activities affected onsite, weather report if weather related and pictures of site if appropriate. The Non-Constructing Party must reply to the Constructing Party's Claim notification within two (2) business days, and the Non-Constructing Party must reply with acceptance, rejection, or additional clarification needed. If additional clarification is needed, this notification process restarts. Construction Party must keep a delay log that includes pending, accepted and rejected Claims. The Parties will work together in good faith to attempt to resolve all Claims.

21. Amendment. Any amendment to this Agreement shall only be effective if in writing, executed by all parties hereto, and recorded in the Public Records of Osceola County.

22. Dispute Resolution. With regard to any material disputes between or among the Parties arising out of this Agreement, the Parties agree to work together in good faith to resolve all disputes promptly. Any party to this Agreement may demand in writing that any of the other parties to the dispute meet upon reasonable notice as to time and place to resolve the dispute. Following receipt of this demand, each party receiving the notice will promptly comply with and will negotiate in good faith to resolve the dispute. If the parties do not resolve the dispute after such a meeting, the provisions of Section 23 shall govern.

23. Enforcement and Remedies. If any party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the non-defaulting party shall have the right, at its option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein, to (a) bring an action for the recovery of damages in a court of competent jurisdiction, and/or (b) bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

If Kelley elects to complete (or cause the completion of) the Improvements, Kelley shall complete (or cause to be completed) the Improvements in a good and workmanlike manner in accordance with the Plans and this Agreement; and First Industrial shall, upon Kelley's request, assign to Kelley all of First Industrial's right, title and interest in the Escrow Funds, the Plans and all contract(s) for performing the Improvements work; and First Industrial shall cooperate in good faith and use commercially reasonable efforts to cause its Contractor to cooperate with Kelley in performing and completing the remainder of the Improvements work. By virtue of such assignments, Kelley shall be entitled to receive and use the Plans and all related work product, permits, and other items of documentation prepared or issued in connection with the Plans.

24. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

25. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida.

26. Limitation of Encumbrance. Notwithstanding anything herein to the contrary, this Agreement shall not encumber or impose any obligation on any portion of either the First Industrial Property or the Kelley Property beyond twenty-five (25) feet from the boundary lines of the Roadway or Roadway Drainage Facilities.

27. Good Faith Cooperation on Release. In the event a portion of the Construction Easement, Side Slope Easement, Access Easement or Utility Easement is not needed for construction of the Improvements, First Industrial and Kelley agree to promptly release such portions from this Agreement.

28. Appointment of Escrow Agent. Kelley, First Industrial and the City hereby designate, constitute and appoint Escrow Agent as the "Escrow Agent" under this Agreement, and Escrow Agent hereby accepts such designation and appointment. Escrow Agent shall not be responsible for the genuineness of any certificate or signature, and may rely exclusively upon and shall be protected when acting upon any written notice, affidavit, request, consent or other instrument believed by Escrow Agent, in good faith, to be genuine or to be signed or presented by the proper person, or to be otherwise duly authorized or properly made. Escrow Agent shall have no responsibility under this Agreement except for the performance of its express duties hereunder. No amendment or modification of this Agreement or waiver of its terms by the Parties shall affect the rights and duties of Escrow Agent hereunder unless Escrow Agent's written consent thereto shall have been first obtained. Escrow Agent shall not be liable for the performance of its duties hereunder except for negligence or willful misconduct.

Escrow Agent shall not be required to institute or defend any action involving any matters referred to herein or which affect Escrow Agent's duties under this Agreement unless and until requested to do so by any party to this Agreement, and then only upon receiving full indemnity, in substance, form and content satisfactory to Escrow Agent, against any and all claims, liabilities and expenses in relation thereto. In the event of any dispute among the parties hereto with respect to Escrow Agent or Escrow Agent's duties under this Agreement, Escrow Agent may refrain from acting until required to do so by a final and non-appealable order of a court of competent jurisdiction. Kelley and First Industrial, jointly and severally, agree to indemnify and hold Escrow Agent harmless from any and all costs or expenses in connection with the discharge of Escrow Agent's duties and obligations hereunder. The Parties further covenant and agree to release, discharge and exonerate Escrow Agent in full upon the satisfactory completion by the Escrow Agent of its duties and obligations hereunder.

The Escrow Agent's only duties and obligations under this Escrow Agreement are those specifically expressed herein with respect to the holding and disposition of the Escrow Funds in accordance with the terms and conditions of this Escrow Agreement. In the event of any litigation between Kelley and First Industrial wherein Escrow Agent is made a party to such litigation by virtue of acting as Escrow Agent under this Agreement or otherwise, or in the event of any litigation wherein Escrow Agent shall interplead any of the Escrow Funds into the registry of a court of competent jurisdiction, then Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs to be charged and assessed as court costs in favor of the prevailing party.

Kelley and First Industrial hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses including, without limitation, reasonable attorneys' fees, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, provided that such losses, claims, damages, liabilities and expenses were not incurred by Escrow Agent as a result of or due to its willful default or negligence. Escrow Agent shall itemize all such fees and costs in a monthly statement sent to Kelley and First Industrial. Without limiting the foregoing, Kelley and First Industrial agree that all fees and costs charged by the Escrow Agent shall be paid equally by Kelley and First Industrial.

In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all the Escrow Funds, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof

29. Waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver by said party of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such right, power or privilege by said party.

30. Interpretation. The parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement and they agree to the enforcement of any and all of these provisions and executes this Agreement with full knowledge of the same. Any typewritten or handwritten provisions inserted in this Agreement which are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (e) references to "hereunder" or "herein" relate to this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified. Any accounting term used herein that is not specifically defined herein shall have the

meaning given to it under GAAP. The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect. Each party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the party which drafted the Agreement or any exhibits attached hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits attached hereto. The term "sole discretion" with respect to any determination to be made a party under this Agreement shall mean the sole and absolute discretion of the party, without regard to any standard of reasonableness or other standard by which the determination of the party might be challenged.

31. Jury Trial Waiver. **The Parties hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement and any document executed in connection herewith or related hereto, or any course or conduct, course of dealing, statements (whether oral or written) or actions of either party. This provision is a material inducement for the parties to enter into this transaction.**

32. Estoppel Certificates. Each of the Parties agrees that within thirty (30) days after written request from the other Party, it shall deliver a written statement which may be relied upon by the requesting party or any successor, assignee, transferee, mortgagee or tenant of the requesting party, setting forth whether or not the requesting party has fully complied with the provisions of this Agreement, and if not, setting forth in reasonable detail the nature of any violations. Failure to deliver such statement within the said thirty (30) day period shall be conclusive evidence against the party failing to deliver such notice that the requesting party has fully complied with its obligations under this Agreement, insofar as such obligations affect the other Party, as of the date the request was made.

33. Counterparts. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that fewer than both of the Parties may have executed it. The Parties hereto are hereby authorized to rely upon the signature of each person on this Agreement that is delivered by electronic mail as constituting a duly authorized, actual, current delivery of this Agreement with original ink signatures of each such person. Delivery of a copy of this Agreement bearing an original signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means of transmission intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature. Any copy of this Agreement reproduced from electronic means that bears the original graphic and pictorial appearance of the parties' signatures shall be as effective as an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

FIRST INDUSTRIAL, L.P., a Delaware limited partnership qualified to do business in the State of Florida

By: First Industrial Realty Trust, Inc.,
a Maryland corporation, its sole
general partner

DocuSigned by:
Mark Pierski
WITNESS

Mark Pierski

Print Name

DocuSigned by:
Benjamin Wallert
WITNESS

Benjamin Wallert

Print Name

DocuSigned by:
Chris Wilkerson
By: _____
Name: _____
As: Authorized Signatory

STATE OF Florida
COUNTY OF Hillsborough

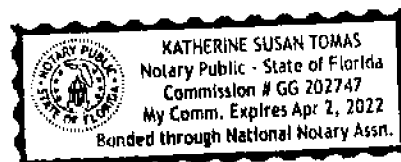
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021 by Chris Wilkerson, as Authorized Signatory of First Industrial Realty Trust, Inc., a Maryland corporation, the sole general partner of FIRST INDUSTRIAL, L.P., a Delaware limited partnership qualified to do business in the State of Florida, on behalf of said limited partnership, who is personally known to me or has produced _____ as identification.

Katherine Susan Seaman
Notary Public

(Print, Type or Stamp Name)

My Commission Expires: _____

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KELLEY PROPERTIES LLP, a Florida limited liability partnership, successor by conversion to Kelley Properties, a Florida general partnership

By: I.B.K. LTD., a Florida limited partnership,
General Partner

By: DVG MANAGEMENT, INC., a
Florida corporation, General Partner

By: David A. Smith
David A. Smith, VicePresident

Angela K. Bennett
Witness

Angela K. Bennett
Print Name

Jessica Nott
Witness

Jessica Nott
Print Name

By: VIDA RANCH, LTD., a Florida limited partnership, General Partner

By: DVG MANAGEMENT, INC., a
Florida corporation, General Partner

By: David A. Smith
David A. Smith, Vice-

President

Angela K. Bennett
Witness

Angela K. Bennett
Print Name

Jessica Nott
Witness

Jessica Nott
Print Name

By: SOUTHPORT CATTLE, LTD., a Florida
limited partnership, General Partner

By: DVG MANAGEMENT, INC.,
a Florida corporation, General Partner

Angela K. Bennett
Witness

Angela K. Bennett
Print Name

By: David A. Smith
David A. Smith, Vice-

President

Jessica Nobbs
Witness

Jessica Nobbs
Print Name

By: KENANSVILLE CATTLE, LTD., a Florida
limited partnership, General Partner

By: DVG MANAGEMENT, INC.,
a Florida corporation, General Partner

Angela K. Bennett
Witness

Angela K. Bennett
Print Name

By: David A. Smith
David A. Smith, Vice-

President

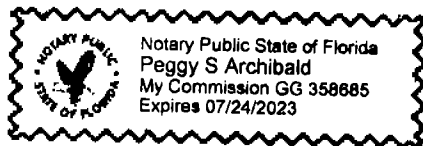
Jessica Nobbs
Witness

Jessica Nobbs
Print Name

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 26th day of May, 2021 by Gary A. Kelley, President of DVG Management, Inc., a Florida corporation, the General Partner of each of (1) I.B.K., Ltd., a Florida limited partnership, (2) Vida Ranch Ltd., a Florida limited partnership, (3) Southport Cattle, Ltd., a Florida limited partnership, and (4) Kenansville Cattle, Ltd., a Florida limited partnership, on behalf of each of the said limited partnerships, and each of the said limited partnerships being a General Partner of Kelley Properties LLP, a Florida limited liability partnership, successor by conversion to Kelley Properties, a Florida general partnership, on behalf of said limited liability partnership, who is personally known to me or has produced as identification.



Peggy S. Archibald
Notary Public

Peggy S. Archibald
(Print, Type or Stamp Name)

My Commission Expires: 07/24/2023

CITY OF KISSIMMEE

By: Olga Gonzalez
Title: Mayor-Commissioner

Date: June 1, 2021

ATTEST: Linda S. Hansell
By: Linda S. Hansell
City Clerk

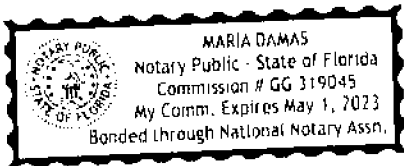
Approved as form and legality

Olga Gonzalez 6.1.21
City Attorney Date

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 1st day of June, 2021 by Olga gonzalez, as Mayor, who is personally known to me or has produced as identification.



Maria Damas
Notary Public

MARIA DAMAS
(Print, Type or Stamp Name)

My Commission Expires: MAY 1, 2023

JOINDER OF ESCROW AGENT

Escrow Agent joins in the execution of this Agreement solely for the purpose of agreeing to act as Escrow Agent hereunder, as set forth herein.

**CHICAGO TITLE INSURANCE
COMPANY**

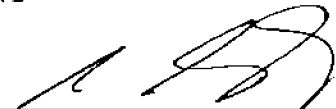
By: 
Name: Sun Sun
Date: 6/22/21

EXHIBIT "A"

Legal Description of First Industrial Property

That portion of the Northwest 1/4 of Section 9, Township 25 South, Range 29 East, Osceola County, Florida, more particularly described as follows:

Commencing at the Northwest Corner of said Section 9; thence, S 89°59'12" E, along the North line of Section 9, a distance of 54.99 feet; thence, S 89°56'48" E, continuing along said line, a distance of 615.08 feet to the Place of Beginning; thence, S 89°55'47" E, a distance of 1462.93 feet to the West line of N. John Young Parkway; thence, S 38°20'51" E, a distance of 53.17 feet; thence, along the arc of a curve to the right, having a radius of 1696.94 feet, a chord of 753.47 feet being S 26°22'26" E, an arc length of 759.80 feet; thence N 90°00'00" W, a distance of 760.68 feet; thence, S 89°53'02" W, a distance of 50.00 feet; thence, along the arc of a curve to the left having a radius of 1258.64 feet, a chord of 477.00 feet, bearing S 78°57'39" W, an arc length of 479.90 feet; thence, S 68°02'17" W, a distance of 174.11 feet; thence, along the arc of a curve to the right, having a radius of 1338.64 feet, a chord of 507.31 feet, bearing S 78°57'40" W, an arc length of 510.40 feet; thence, S 89°53'02" W, a distance of 154.85 feet; thence, N 19°53'23" W, a distance of 85.37 feet; thence, along the arc of a curve to the right, having a radius of 860.00 feet, a chord of 394.79 feet, bearing N 05°35'51" E, an arc length of 398.34 feet; thence, N 18°52'00" E, a distance of 372.97 feet; thence N 36°13'01" E, a distance of 132.12 feet; thence, N 53°45'30" E, a distance of 67.37 feet to the Place of Beginning.

00358118

0894090\184997\10479478v8

Exhibit A

EXHIBIT "B"

Legal Description of Kelley Property

That portion of the Northwest ¼ of Section 9, Township 25 South, Range 29 East, Osceola County, Florida, more particularly described as follows:

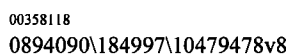
Beginning at the Northwest Corner of said Section 9; thence, S 89°59'12" E, along the North line of said Section, a distance of 54.99 feet; thence, S 00°05'50" E, a distance of 460.03 feet; thence, S 89°59'12" E, a distance of 168.85 feet; thence, S 19°56'49" W, a distance of 13.17 feet; thence, S 01°46'11" E, a distance of 57.62 feet; thence, S 09°08'34" E, a distance of 189.14 feet; thence, S 27°08'26" E, a distance of 132.91 feet; thence, S 00°21'50" E, a distance of 57.53 feet; thence, N 89°50'33" E, a distance of 65.61 feet; thence, S 19°53'23" E, a distance of 85.37 feet; thence, along the arc of a curve to the left having a radius of 845.00', a chord of 106.38 feet, bearing S 16°53'28" E, an arc length of 106.45 feet; thence, S 20°29'03" E, a distance of 375.34 feet; thence, N 89°59'28" W, a distance of 559.31 feet to the East line of Thacker Avenue; thence, along the arc of a curve to the left having a radius of 1260.00', a chord of 348.55 feet, bearing N 08°01'24" E, an arc length of 349.67 feet; thence, N 00°01'23" E, a distance of 70.41 feet; thence, along the arc of a curve to the right, having a radius of 35.00', a chord of 49.53 feet, bearing N 45°03'57" E, an arc length of 55.03 feet; thence, N 00°01'23" E, a distance of 70.41 feet; thence, along the arc of a curve to the left, having a radius of 35.00', a chord of 49.53 feet, bearing N 44°56'03" W, an arc length of 55.03 feet; thence, N 89°58'37" W, a distance of 61.85 feet to the West line of Section 9; thence, N 00°09'54" E, along said West line, a distance of 869.98 feet to the Place of Beginning.

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Exhibit B

Conceptual Depiction of Roadway and Roadway Drainage Facilities

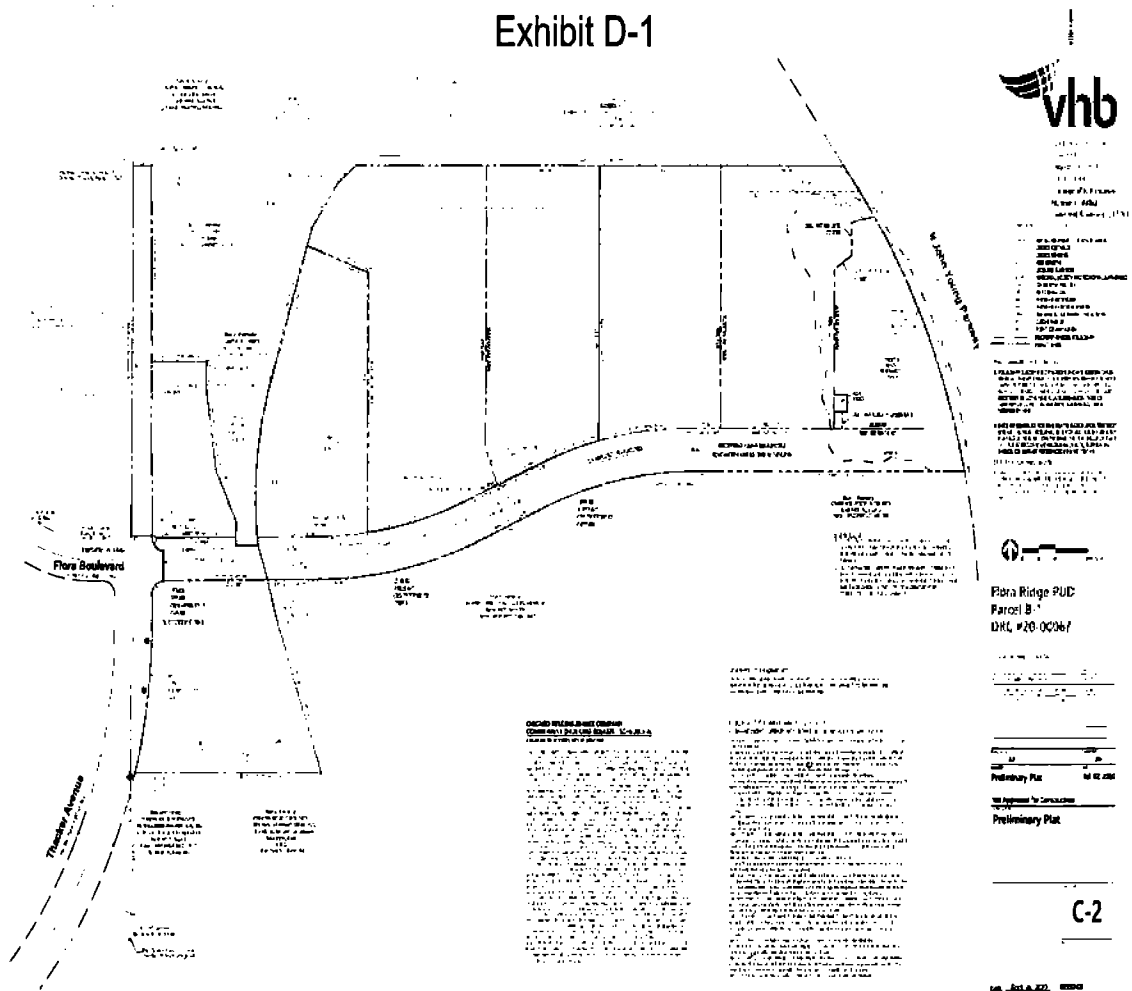


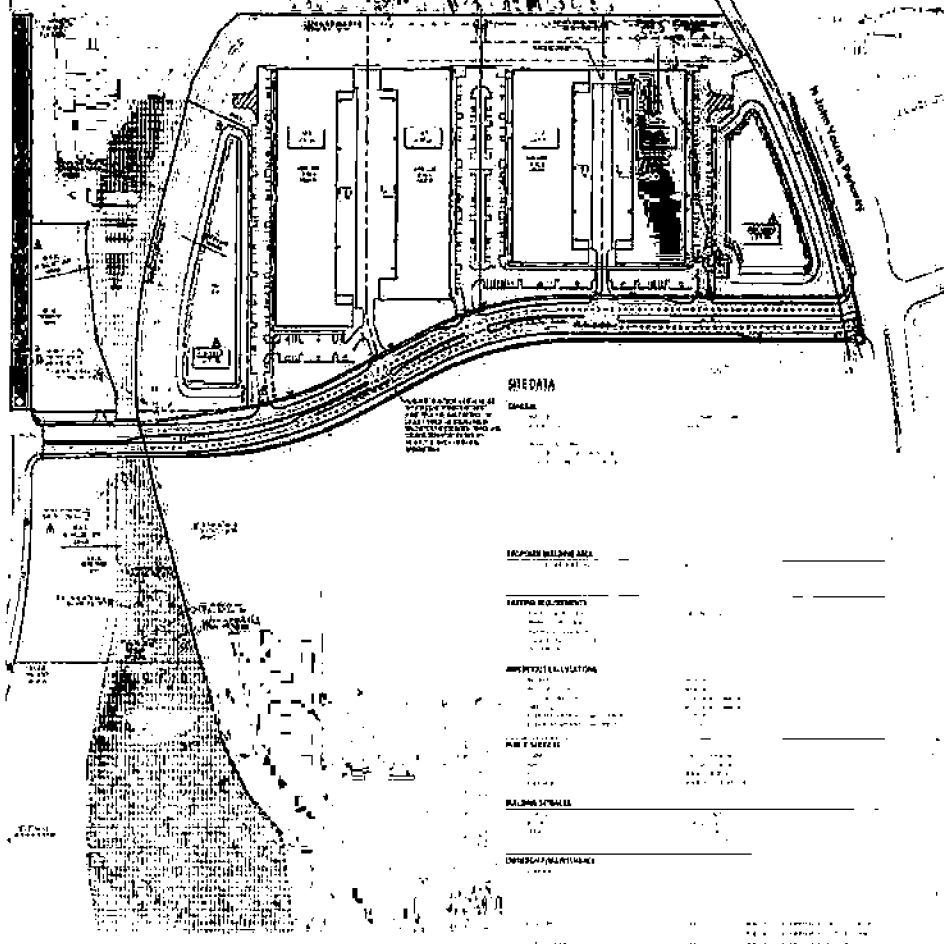
Page 84 of 160

EXHIBIT "D"

Preliminary Plat

Exhibit D-1



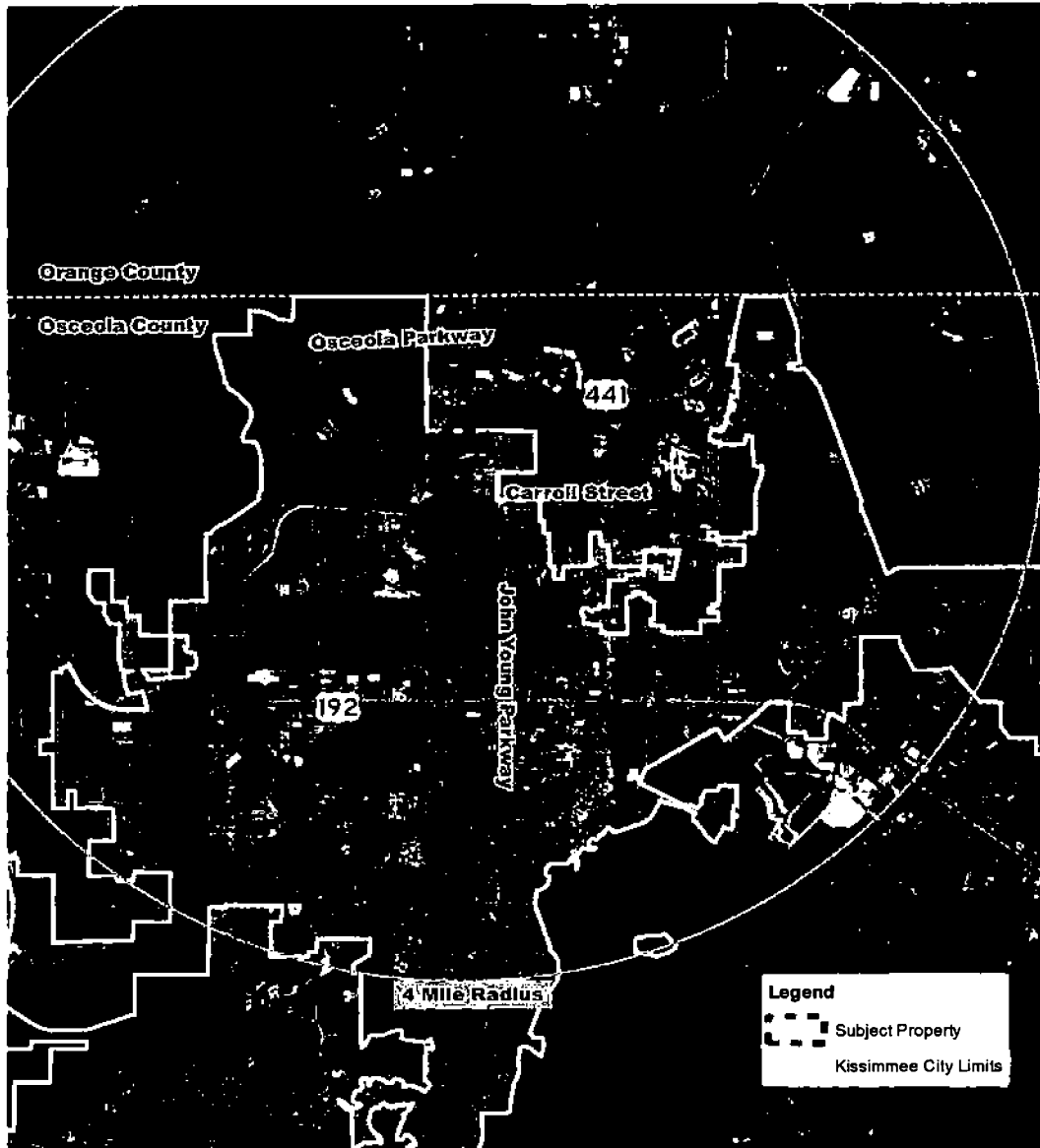


C-3

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EXHIBIT "E"

Area of Assignment of Mobility Impact Fee Credits



1

FIRST INDUSTRIAL - ICI KELLEY
SITE LOCATION
Osceola County ▪ Florida



vhb

Exhibit E

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ITEM 7.D

Osceola Village Center Phase 2 – Major Subdivision, Final Plat (SR-22-0006)

Request

Requesting City Commission approval of the final plat known as Osceola Village Center Phase 2, with performance guarantee/agreement.

Explanation

The owner of the property, JEN FLORIDA 40, LLC, is requesting final plat approval with a guarantee. The property is located east of S. John Young Parkway and north of Shingle Creek and is being subdivided into 7 tracts and 136 fee-simple lots for development purposes. The roadways (Tract R-2) will be owned and maintained by the City of Kissimmee. All other tracts and lots are to be privately owned and maintained. This is a Major Subdivision, as defined in Land Development Code §14-2, and the preliminary and final plat procedure was utilized.

The owner has posted a performance bond in the amount of \$724,075.20 and entered into a performance guarantee agreement with the City to guarantee the construction of the required subdivision improvements.

Recommendation

Staff recommends approval of the Osceola Village Center Phase 2 final plat with performance guarantee/agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Final Plat
2. Performance Guarantee Agreement
3. Performance Bond
4. Vicinity Map

OSCEOLA VILLAGE CENTER PHASE 2

SHEET 1 OF 2

PLAT BOOK PAGE

A REPLAT OF TRACT FD-1, OSCEOLA VILLAGE CENTER
PLAT BOOK 32, PAGES 60 THROUGH 64, LYING IN
SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

TRACT FD-1, OSCEOLA VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 60 THROUGH 64 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERNMOST CORNER OF SAID TRACT FD-1; THENCE RUN ALONG THE NORTHWESTERLY LINE OF SAID TRACT FD-1 THE FOLLOWING COURSES: N42°20'43"E FOR A DISTANCE OF 110.00 FEET; THENCE RUN S47°39'17"E FOR A DISTANCE OF 37.68 FEET; THENCE RUN N42°20'43"E FOR A DISTANCE OF 170.14 FEET; THENCE RUN S47°38'44"E FOR A DISTANCE OF 116.00 FEET; THENCE RUN N42°20'43"E FOR A DISTANCE OF 27.56 FEET; THENCE RUN N33°47'06"W FOR A DISTANCE OF 18.54 FEET; THENCE RUN N28°46'20"E FOR A DISTANCE OF 121.65 FEET; THENCE RUN N42°21'16"E FOR A DISTANCE OF 153.76 FEET TO THE NORTHERNMOST CORNER OF SAID TRACT FD-1; THENCE RUN ALONG THE NORTHEASTERLY LINE OF SAID TRACT FD-1 THE FOLLOWING COURSES: S47°38'44"E FOR A DISTANCE OF 170.00 FEET; THENCE RUN S42°21'16"W FOR A DISTANCE OF 64.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 74°08'10", WITH A CHORD BEARING OF S05°17'11"W FOR A DISTANCE OF 84.39 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 90.57 FEET TO A NON-TANGENT LINE; THENCE RUN N42°20'43"E FOR A DISTANCE OF 107.33 FEET; THENCE RUN S47°39'17"E FOR A DISTANCE OF 596.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 49°09'42", WITH A CHORD BEARING OF S23°04'26"E FOR A DISTANCE OF 74.88 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 77.22 FEET TO A POINT OF TANGENCY; THENCE RUN S01°30'25"W FOR A DISTANCE OF 138.42 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT FD-1 AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 40°51'36", WITH A CHORD BEARING OF S21°56'14"W FOR A DISTANCE OF 34.91 FEET; THENCE RUN ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES: SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 35.66 FEET TO A POINT OF TANGENCY; THENCE RUN S42°22'02"W FOR A DISTANCE OF 194.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 34°24'22", WITH A CHORD BEARING OF S59°34'12"W FOR A DISTANCE OF 59.15 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 60.05 FEET TO A POINT OF TANGENCY; THENCE RUN S76°46'23"W FOR A DISTANCE OF 99.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 33°28'36", WITH A CHORD BEARING OF N86°29'19"W FOR A DISTANCE OF 28.80 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 29.21 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 51°49'13", WITH A CHORD BEARING OF S84°20'23"W FOR A DISTANCE OF 54.18 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 56.07 FEET TO A NON-TANGENT LINE AND THE SOUTHERNMOST CORNER OF SAID TRACT FD-1; THENCE RUN N47°39'17"W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT FD-1 FOR A DISTANCE OF 962.47 FEET TO THE POINT OF BEGINNING.

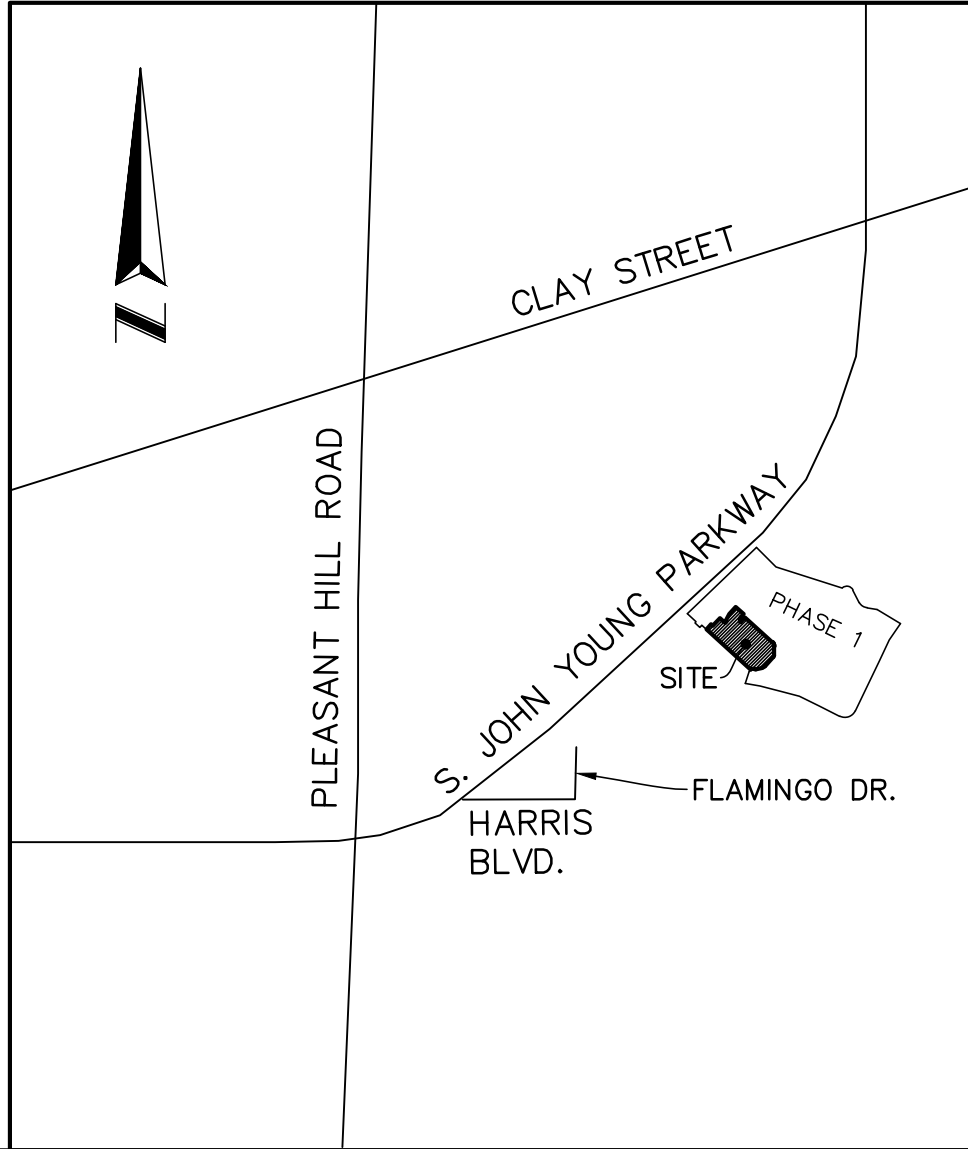
LEGEND:

CL	centerline	●	5/8" iron rod & cap LB#6723 to be set in accordance with Florida Statutes
P.C.	point of curvature	⦿	set nail & disk LB#6723
P.T.	point of tangency	●	permanent control point
P.I.	point of intersection	▣	recovered concrete monument
P.R.C.	point of reverse curvature	LB	licensed business
N.R.	non-radial	↷	change in direction along right-of-way lines
U.E.	utility easement	CCR	certified corner report
N.T.	non-tangent	O.R.B.	official records book
Δ	central angle	P.R.M.	Permanent Reference Monument
R	radius		
L	length		
CB	chord bearing		
C	chord distance		

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WESTERLY LINE OF TRACT FD-1, OSCEOLA VILLAGE CENTER BEING NORTH 47°39'17" WEST.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO ANY PUBLIC OR PRIVATE UTILITY SERVICE PROVIDER, INCLUDING, BUT NOT LIMITED TO, A COMMUNITY DEVELOPMENT DISTRICT, THAT IS EXTENDING UTILITY SERVICES, INCLUDING, BUT NOT LIMITED TO, ELECTRICITY, GAS, TELEPHONE AND CABLE, POTABLE AND RECLAIMED WATER, AND SANITARY SEWER TO, OR FOR THE BENEFIT OF THE LANDS SHOWN HEREON.
- TRACT DR-3 (DRAINAGE) IS DEDICATED TO AND SHALL BE MAINTAINED BY THE OSCEOLA VILLAGE CENTER HOMEOWNERS' ASSOCIATION, INC. (ASSOCIATION).
- TRACT D (RECREATION) IS DEDICATED TO AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- TRACT H (OPEN SPACE) IS DEDICATED TO AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- TRACTS P-3, P-4 AND P-5 (WALKWAY CONNECTORS) ARE DEDICATED TO AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- TRACT R-2 (RIGHT-OF-WAY) IS DEDICATED TO AND SHALL BE MAINTAINED BY THE CITY OF KISSIMMEE.
- ALL UTILITY EASEMENTS REQUIRED BY THE TOHO WATER AUTHORITY WILL BE DEDICATED TO THE TOHO WATER AUTHORITY AND RECORDED VIA A SEPARATE EASEMENT.
- THE LANDS SHOWN HEREON ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR OSCEOLA VILLAGE, RECORDED WITH THIS PLAT IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND ANY SUPPLEMENTS AND/OR AMENDMENTS THERETO.
- THE PROPERTY SHOWN HERON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN TEMPORARY INGRESS AND EGRESS AND UTILITY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6176, PAGE 1505 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. THIS DOCUMENT TERMINATES AT THE RECORDING OF THIS PLAT.
- THE PROPERTY SHOWN HERON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5800, PAGE 2709 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- THE CITY OF KISSIMMEE, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR TRACT DR-3 (DRAINAGE), INCLUDING WITHOUT LIMITATIONS THE DRAINAGE SYSTEMS CONSTRUCTED THEREON. A BLANKET INGRESS/EGRESS AND UNOBSTRUCTED DRAINAGE EASEMENT OVER SAID TRACT DR-3 (DRAINAGE), IN FAVOR OF THE CITY OF KISSIMMEE, FOR SAID PURPOSES.
- A 1/2" IRON ROD AND CAP LB#6723 WOULD BE SET AT EACH PROPERTY CORNER IN ACCORDANCE WITH CHAPTER 177.891 (9)

VICINITY MAP (NOT TO SCALE)



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a licensed and registered land surveyor does hereby certify that on 11-25-2019 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Osceola County requirements and regulations; the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; and that permanent control points will be placed as required by Chapter 177, F.S.; and that said land is located in Osceola County, Florida.

By: JAMES L. RICKMAN P.S.M. 5633

Date:

Allen & Company
Licensed Business # 6723
16 East Plant Street
Winter Garden, Florida 34787

PLAT BOOK PAGE

OSCEOLA VILLAGE CENTER PHASE 2
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that JEN FLORIDA 40, LLC a Florida limited liability company, being the owner in fee simple of the lands described in the foregoing caption to this plat for the uses and purposes herein expressed and dedicates Tract R-2 (Roadways) to the City of Kissimmee. Utility and drainage easements shown hereon are dedicated to the perpetual use of the public.

In Witness Whereof JEN FLORIDA 40, LLC a Florida limited liability company has caused these presents to be signed and attested to or witnessed by the officer named below on , 2022.

JEN FLORIDA 40, LLC A Florida limited liability company

By: Title:
Printed Name:

Signed and sealed in the presence of:

Signature of witness:

Printed Name of witness:

Signature of witness:

Printed Name of witness:

STATE OF FLORIDA,
COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS DAY OF , 2022, BY OF JEN FLORIDA 40, LLC A FLORIDA LIMITED LIABILITY COMPANY. SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Printed Name:
Title:

Serial Number:

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on , 2022
the City of Kissimmee Commission approved the foregoing plat.

Mayor

Attest:
City Clerk

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

I HEREBY CERTIFY, That on , 2022,
the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177

By: Date:

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of the Osceola County Land Development Code, and was filed for record on: , 2022 at:

File No.

Clerk of the Circuit Court
in and for Osceola County, Florida.

By:

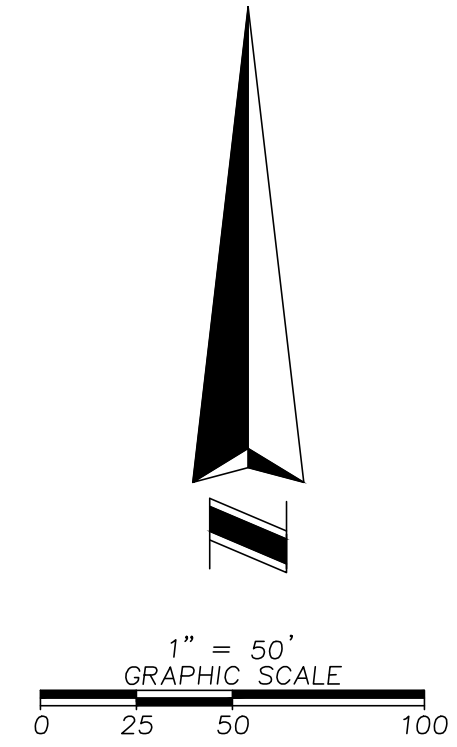


SHEET INDEX
SHEET 1 OF 2 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 2 - BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY

OSCEOLA VILLAGE CENTER PHASE 2

A REPLAT OF TRACT FD-1, OSCEOLA VILLAGE CENTER
PLAT BOOK 32, PAGES 60 THROUGH 64, LYING IN
SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

SHEET 2 OF 2 PLAT BOOK ____ PAGE ____



NORTHWEST CORNER
SECTION 33-25-29
FOUND 5"x5" CONCRETE
MONUMENT
OSCEOLA COUNTY
CCR#097076

WEST LINE
SECTION 33-25-29

WEST 1/4 CORNER
SECTION 33-25-29
FOUND 5/8" IRON ROD & CAP
LB#7632 CCR#097077

POINT OF BEGINNING
WESTERNMOST CORNER OF TRACT FD-1
N 89°38'37" W 938.54'

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C1	70.00'	S05°17'11"W	84.39'	074°08'10"
C2	50.00'	N86°29'19"W	28.80'	033°28'36"
C3	62.00'	S84°20'23"W	54.18'	051°49'13"
C4	100.00'	S02°39'01"E	141.43'	090°00'33"
C5	130.00'	S02°39'01"E	183.86'	090°00'33"
C6	130.00'	S44°14'20"E	15.49'	006°49'55"
C7	130.00'	S34°48'40"E	27.23'	012°01'24"
C8	130.00'	S24°09'49"E	21.01'	009°16'19"
C9	130.00'	S14°59'32"E	20.56'	009°04'13"
C10	130.00'	S06°01'56"E	20.06'	008°51'00"
C11	130.00'	S02°49'04"W	20.06'	008°51'00"
C12	130.00'	S11°46'40"W	20.56'	009°04'13"
C13	130.00'	S21°05'37"W	21.67'	009°33'42"
C14	130.00'	S31°55'54"W	27.44'	012°06'52"
C15	130.00'	S40°10'18"W	9.90'	004°21'56"
C16	70.00'	S39°43'05"E	19.33'	015°52'23"
C17	70.00'	N02°38'38"W	99.01'	090°01'19"
C18	100.00'	N02°38'38"W	141.45'	090°01'19"
C19	130.00'	N02°38'38"W	183.88'	090°01'19"
C20	70.00'	N36°20'22"W	27.47'	022°37'51"
C21	70.00'	N08°40'18"E	77.67'	067°23'28"
C22	130.00'	N35°31'48"E	30.95'	013°40'27"
C23	130.00'	N24°00'38"E	21.22'	009°21'53"
C24	130.00'	N14°47'35"E	20.56'	009°04'13"
C25	130.00'	N05°49'58"E	20.06'	008°51'00"
C26	130.00'	N03°01'01"W	20.06'	008°51'00"
C27	130.00'	N11°58'38"W	20.56'	009°04'13"
C28	130.00'	N21°39'01"W	23.28'	010°16'33"
C29	130.00'	N31°37'14"W	21.90'	009°39'54"
C30	130.00'	N40°53'45"W	20.14'	008°53'07"

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C31	130.00'	N46°29'48"W	5.26'	002°18'59"
C32	90.00'	N40°46'21"W	21.57'	013°45'53"
C33	90.00'	N16°11'29"W	54.72'	035°23'50"
C34	70.00'	N87°21'22"E	98.98'	089°58'41"
C35	100.00'	N87°21'22"E	141.39'	089°58'41"
C36	130.00'	N87°21'22"E	183.81'	089°58'41"
C37	70.00'	N76°01'38"E	77.60'	067°19'13"
C38	70.00'	S58°59'01"E	27.50'	022°39'28"
C39	130.00'	S47°56'16"E	1.28'	000°33'58"
C40	130.00'	S52°38'58"E	20.08'	008°51'26"
C41	130.00'	S64°22'54"E	33.05'	014°36'26"
C42	130.00'	S76°05'50"E	20.00'	008°49'24"
C43	130.00'	S87°27'54"E	31.49'	013°54'45"
C44	130.00'	N81°09'14"E	20.06'	008°51'00"
C45	130.00'	N72°18'14"E	20.06'	008°51'00"
C46	130.00'	N61°58'35"E	26.74'	011°48'20"
C47	130.00'	N49°31'37"E	31.02'	013°42'23"
C48	70.00'	S02°39'01"E	99.00'	090°00'33"
C49	100.00'	N63°51'36"E	44.69'	025°49'35"
C50	100.00'	S46°39'25"W	14.96'	008°34'47"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°39'17"E	37.68'
L2	N42°20'43"E	27.56'
L3	N33°47'06"W	18.54'
L4	S13°54'10"W	9.12'
L5	S13°54'10"W	8.10'

SHEET INDEX
SHEET 1 OF 2 - LEGAL DESCRIPTION, DEDICATION, NOTES
SHEET 2 OF 2 - BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY



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GEOSPATIAL SERVICES
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WINTER GARDEN, FLORIDA 34787
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DRC# SR-22-0006

**PERFORMANCE GUARANTEE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE and
STANLEY MARTIN HOMES, LLC**

THIS AGREEMENT is entered into this 23 day of September, 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church St. Kissimmee, Florida 34741, (the "City"), and **STANLEY MARTIN HOMES, LLC**, a Florida Limited Liability Company, whose principal business address is 28 E. Washington Street, Orlando, Florida 32801.

WITNESSETH

WHEREAS, STANLEY MARTIN HOMES, LLC is the developer of Osceola Village Center Phase 2 – SR-22-0006, Parcel R332529-00U000110000, located in the City of Kissimmee, Florida; and

WHEREAS, STANLEY MARTIN HOMES, LLC, submitted subdivision site improvement plans which included plans for infrastructure, landscape and recreational amenities for Osceola Village Center which were approved by the City of Kissimmee; and

WHEREAS, Pursuant to City Land Development Code 14-2-205, Subdivision Site Improvements, before a Plat is signed by the Mayor, all applicants shall be required to complete, all the street, sewer and other improvements, including lot improvements on the individual lots of the subdivision as required in this chapter, specified in the final subdivision plat, and as approved by the City Commission, and to dedicate the public improvements to the city free and clear of all liens and encumbrances on the property and public improvements thus dedicated; and

WHEREAS, City Code provides that in lieu of requiring the completion of all improvements prior to final plat approval, the City may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall guarantee to complete all improvements as required by the City, and in a manner satisfactory to the City; and

WHEREAS, STANLEY MARTIN HOMES, LLC, as subdivider desires to enter into this Agreement to guarantee completion of improvements required by the City in lieu of completing site improvements, as permitted by the Land Development Code.

NOW, THEREFORE, in consideration of the premises, mutual promises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.

2. **Performance Guarantees.**

A. STANLEY MARTIN HOMES, LLC provided the City a performance guarantee in the form of a Performance Bond # CMS0343436 in the amount of seven hundred twenty-four thousand seventy-five and 20/100 (\$724,075.20), which is equal to 125% of the total cost of construction.

Performance Guarantee- Osceola Village Center

Page 1 of 3

- B. The Performance Bond was obtained from a surety bonding company authorized to do business in the state. The bond is payable to the City, in an amount sufficient to cover the entire cost of installing all contracted improvements, as estimated by subdivider and approved by the City Engineer. The duration of the bond shall be until such time as the improvements are accepted by the City in accordance with City Code.
3. **Time Limits.** The parties agree that the deadline for the completion of all required improvements, is one year from the date of final plat approval.
 4. **Failure to Complete Improvements.** If any portion of the required bonded subdivision improvements shall fail to be accepted for dedication in accordance with City specifications as shown on the City approved engineering plans, within the allocated time period, either for reason of incompleteness or for reason of substandard construction, then the City shall declare the security that has been pledged as a guarantee to be forfeited. The City shall use the security to finance the completion of contracted improvements or the rebuilding of such improvements to the proper specifications. Unused portions of these securities shall be returned to the sub-divider, as may be appropriate.
 5. **Certificate of Occupancy.** The parties acknowledge and understand that the City shall not issue any certificate of occupancy for any residential or non-residential building in the subdivision until such time as all the landscape and recreational amenities and any other required subdivision improvements are constructed and accepted by the City in accordance with development standards.
 6. **Agreement Binding Upon Successors.** This Agreement shall be binding upon and extend to the successors and assigns of the respective parties hereto.
 7. **Venue.** Venue for any action arising under this Agreement or any amendment or renewal shall be in the Osceola County, Florida.
 8. **Florida Law.** This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Florida.
 9. **Authority.** The individuals executing this Agreement on behalf of STANLEY MARTIN HOMES, LLC represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of their respective company.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 23 day of September, 2022.

CITY OF KISSIMMEE

ATTEST:

Olga Gonzalez, Mayor - Commissioner

City Clerk

Approved as to form and legality.

City Attorney

STANLEY MARTIN HOMES, LLC

Eric Marks
Print Name: Eric Marks
Title: Division President

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization this 23 day of September, 2022, by Eric Marks, as Division President of STANLEY MARTIN HOMES, LLC who is personally known to me or has produced identification.

Notary Seal:

Notary: C. Melissa Henry
Print Name: C. Melissa Henry
My Commission Expires: 11-18-2024



SUBDIVISION BOND

Bond No.: CMS0343436

Principal Amount: \$724,075.20

KNOW ALL MEN BY THESE PRESENTS, that we **STANLEY MARTIN HOMES, LLC** as Principal, and RLI Insurance Company an Illinois Corporation, as Surety, are held and firmly bound unto **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, as Obligee, in the penal sum of Seven Hundred Twenty-Four Thousand Seventy-Five and 20/100 (Dollars) (\$724,075.20), lawful money of the United States of America, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **STANLEY MARTIN HOMES, LLC** has agreed to construct in Osceola Village Center Phase 2 Subdivision, in City of Kissimmee, Florida the following improvements:

All approved and required subdivision improvements for Osceola Village Center Phase 2 (DRC# 22-0006)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

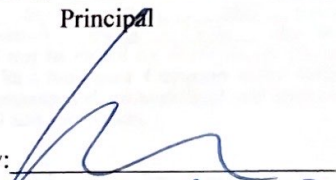
Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 22nd day of September, 2022.

Stanley Martin Homes, LLC

Principal

By:

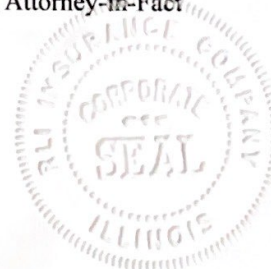

Eric Marks, Division President

RLI Insurance Company

Surety

By:


Kathleen M. Coen, Attorney-in-Fact



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary Giulietti, Holly Lynch, Philip Baker, Kathleen M. Coen, Holly Tallone, Renee Hugar, Julia C. Zalesky, Dana Donahue, Abigail E. Curtiss, jointly or severally

in the City of Farmington, State of Connecticut its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of August, 2022.



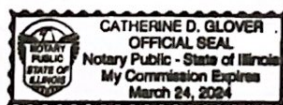
RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 8th day of August, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of September, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2021

Admitted Assets

Investments:

Fixed maturities	\$ 1,108,736,858
Equity securities	1,234,539,005
Short-term investments	0
Real estate	29,005,732
Properties held to produce income	0
Cash on hand and on deposit	82,988,174
Other invested assets	56,354,662
Receivables for securities	1,321,658
Agents' balances	82,633,031
Investment income due and accrued	8,291,480
Funds held	0
Reinsurance recoverable on paid losses	6,040,596
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable on or deposit	37,508
Electronic data processing equipment, net of depreciation	1,041,105
Receivable from affiliates	13,974,554
Other admitted assets	7,762,184

Total Admitted Assets \$ 2,632,726,547

State of Illinois }

County of Peoria }

Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 755,538,188
Unearned premiums	320,186,499
Accrued expenses	96,968,941
Funds held	394,124
Advance premiums	17,233,690
Amounts withheld	81,205,397
Remittances and items not allocated	1,187,051
Dividends declared and unpaid	39,205
Ceded reinsurance premium payable	28,863,477
Payable for securities	4,384,937
Statutory penalties	750,800
Current federal & foreign income taxes	1,549,816
Net deferred tax liability	19,265,874
Borrowed money and accrued interest	50,036,167
Drafts outstanding	0
Payable to affiliate	6,995,196
Other liabilities	7,478,125

Total Liabilities \$ 1,392,077,487

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	988,197,601

Total Surplus \$ 1,240,649,060

Total Liabilities and Surplus \$ 2,632,726,547

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2021.

Attest:



{ Corporate
Seal
Affixed }

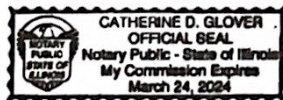
Craig Kliethermes

President

Olga S. Happel

Assistant Secretary

Sworn to before me this 9th day of March, 2022.



{ Notarial
Seal
Affixed }

Catherine D. Glover

Notary Public, State of Illinois

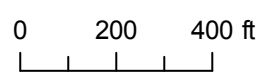
M0058322



Osceola County, Florida; Eric Harris & Associates, Inc., Osceola County, Florida

Osceola Village Phase 2
Final Plat - DRC# - SR-22-0006

Date Generated: 6/29/2022



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.



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

ITEM 7.E

Purchase of budgeted computer equipment

Request

Approval to purchase Fiscal Year 2022-23 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable contracts.

Explanation

Staff requests approval to purchase budgeted computer equipment from either the state contract or other applicable contracts that meet the City's purchasing requirements with the option to purchase from a certified reseller or directly from the manufacturer if the price is lower than contract pricing. This approach has been standard practice for the City and includes the purchase of computer equipment such as servers, personal computers, printers, and associated equipment as identified in the approved Fiscal Year 2022-23 budget.

To ensure continued standardization of City equipment, the requested computer equipment manufacturer list is as follows: IBM, Dell, Panasonic, Hewlett Packard, Lenovo, Apple, Getac Technology Corporation, Cisco, and Microsoft. The list of manufacturers of printers and scanners is as follows: Hewlett Packard, Dell, Fujitsu, Brother, Zebra, and Contex. The list of manufacturers of the City's standardized equipment is the same as last year.

Recommendation

Staff recommends approval to purchase FY 2022-23 budgeted computer equipment from the approved manufacturer list from the State or other applicable contracts that meet the City's purchasing requirements with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available on applicable contracts.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter: Peggy Sousa

Attachment(s):

None

ITEM 8.A

Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

Request

A year-end update for fiscal year 2021-2022 and approval of a new service agreement for fiscal year 2022-2023, from October 1, 2022 to September 30, 2023.

Explanation

The City of Kissimmee and CRA have been a longtime proponents of the Kissimmee Main Street Program and its contributions to the vitality of Downtown Kissimmee. Every year, through a Service Agreement between the City, the Downtown Kissimmee Community Redevelopment Agency (CRA) and Kissimmee Main Street, Kissimmee Main Street provides business recruitment and retention services, supporting and furthering small businesses throughout Downtown Kissimmee.

In addition, to attracting significant attention to Downtown Kissimmee with its annual signature events, Main Street has provided downtown businesses with critically needed support services, such as:

- Assisting new businesses with navigating local and state ordinances and regulations
- Assisting with basic business functions, such as business plans, finance and marketing
- Connecting downtown businesses to COVID-19 recovery resources and funding

Main Street has demonstrated its position as a valuable resource partner to the City and CRA. Staff is requesting approval of a new Service Agreement for FY 2022-2023 to allow Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the Agreement, Main Street responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the City's Development Services Department as well as the City's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the Main Street District. Main Street shall work and meet regularly with the City's Communication and Public Affairs team to ensure all marketing plans work cohesively with the City's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the City building and renovation processes to prospective business owners. Main Street shall work with Development Services and other City Departments to develop a full understanding of the processes for the City's permitting and code enforcement offices.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and City of Kissimmee

promotes downtown events.

2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prosper to provide assistance to small businesses in the Main Street District.
4. Help Main Street District businesses navigate the City's permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

This Agreement also requires the City to provide resources and training to Main Street staff in support of business assistance efforts.

Upon approval of this Agreement, the City and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full-time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty Thousand Dollars (\$30,000.00). These positions are an Executive Director position and a Small Business Liaison position.

The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments.

The Main Street Board has approved and signed the new Agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610508-508282		Decrease	\$50,000	\$50,000

Financial Summary:

The CRA has sufficient funds to support this annual agreement, programmed in the Aid to Private Organizations account.

Recommendation

Staff recommends approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2022-2023, from October 1, 2022 to September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. Kissimmee Main Street Annual Report 2021-2022
2. Kissimmee Main Street Funding Agreement (2022-23)

As an essential part of the economic development in Historic Downtown; Kissimmee Main Street plays a critical role in bringing our small businesses and entrepreneurs support and prosperity. It's important now more than ever to protect and continue to aid our local economies.

To assist economic development and local leaders in this important work, we have multiple resources to help with all the processes. This dedication allows us to continue to foster professionals and innovative entrepreneurs to help enhance small businesses in our community.

Kissimmee Main Street continues to find new and innovative ways to highlight Downtown Kissimmee. Through are ever growing events to creative marketing, we take our slogan, "We Welcome the World" seriously.

By hosting several events we invite the community to take part in activities that leave a positive lasting impression of the heart of our city.

Events like:

KISSIMMEE VALLEY FARMERS MARKET

Kissimmee Main Street, in partner with the City of Kissimmee and Love Makes Me Grow, has been seeing continued growth of the Kissimmee Valley Farmers Market. Each month we are seeing increased attendance from both the community and vendors. We receive daily inquiries from small business owners from around Central Florida interested in vendor space. The December 1st market had a wide variety of items available and even a mini petting zoo with pygmy goats. It had 35 vendors and approximately 250 shoppers.

Boo on Broadway

Kissimmee Main Streets signature event, Boo on Broadway, was back in person in with record breaking attendance. After hosting Boo virtually in 2020, we worked tirelessly to bring this community favorite back in a fun and safe way. We partnered with SunRail to advertise this year and they clocked over 900 people use their transportation to come into Downtown Kissimmee that evening. We had over 70 vendors lining the length of Broadway on both sides. Families costumed and ready for a night of fun were entertained by live dance performances from various dance troops, musical acts, a family fun show from a local entertainment company. There was photoboos set up at the Welcome Station, a family game area, Adventures in Booville for the littlest visitors, a stilt walker roamed the street taking photos and interacting with kids. KPD and Parks & Recs staff were on hand throughout the evening and the event ran incredibly smooth despite a little rain at the beginning and towards the end. It is estimated that we saw about 6,000 people at this year's event. A few of our restaurants reported record breaking sales the night of the event.

Kissimmee 5K

The Kissimmee 5K, the only professionally timed 5K that occurs in the city, took place on Saturday, February 12th at the Kissimmee Lakefront Park. The race had just over 300 registered runners. Due to Covid-19, last year's 5k didn't include vendors. However, this year we were happy to have them join us again. In attendance were 2 different local gyms. Camp Gladiator is a returning vendor who once again hosted the race warm up and cool down. We had a new Downtown Kissimmee business, Carrion Chiropractic, participate as a vendor and provide free screenings for racers. Other vendors included the local Kiwanis Club, Authentic Philly Water Ice, Roast & Grind Coffee Makers, Battle Tested Fitness, and Samaritan at the Well. A new Kissimmee Main Street member, Keys Church volunteered and provided water to the runners along the race route. Racers were provided bananas and other nutritious snacks from Kissimmee Main Street. Sponsorship was once again provided by Toho Water Authority, Kissimmee Utility Authority, and the City of Kissimmee. This event allows us to make an annual donation to the American Heart Association.

Post event surveys conducted show that racers visited Downtown Kissimmee businesses including Big John's Rockin BBQ and Carinos Café after the race. 100% of those who participated in the survey stated they plan to attend this event again next year. 100% of those who participated in the survey stated they feel the event was well organized.

4th Annual Hop on Downtown

On April 3rd, Kissimmee Main Street welcomed 1000's of children and their parents to Historic Downtown Kissimmee for our annual Hop on Downtown event. Guests lined up at 421 Broadway where they had their temperatures checked with thermometers generously donated by Advent Health, the events key sponsor. The first children received a free easter bags inside the Welcome Station and all the kids had the opportunity to take photos at several photo booths.

After gathering information maps, they were free to move throughout Historic Downtown Kissimmee to enjoy various activities. Over 6,000 filled eggs were given searched and found as part of our Easter Egg Hunt at both the Kissimmee Police Department and Pleasant Street. Special eggs were identified with a sticker as well and those that found them received a special toy. Our merchants got in on the fun by providing family lunch specials. Several of them once again participated as 'Jellybean Hop Stops' where children could HOP through their door and receive a bag of jellybeans. And our special guest the Easter Bunny had lines wrapped around the corner as they waited to take their picture with him at The Adjusters Group, one of this years sponsors. This is a great way to get new potential customers in our merchants' front doors. There were make and take craft projects at Casa Del Artesano and cookie decorating at Candyland Designs Co. This was all offered for free to event guests. We had a huge amount of help from Kissimmee Christian Church, Keys Church and KPD with egg hunt, Jelly Bean Hop, and the family game area located on Dakin Ave. We are grateful to The City of Kissimmee, Advent Health and Toho Water Authority for their assistance with this always popular event.

We conducted a participant survey after the event. Below is some of the feedback we received:

Liberty University Fire & Ice Wind Symphony Concert

On Thursday, March 17, Kissimmee Main Street was honored to host the Liberty University 55-piece wind symphony. Their director contacted Kissimmee Main Street looking for the perfect location for a live performance in the heart of Kissimmee. After discussions with the city and our downtown business owners and residents, it was decided that a live performance on Dakin Ave would be the perfect location. The event was well attended and the following businesses reported increased sales the night of the event: 3 Sisters Speakeasy, Vintage Vino, 2 Brothers Steakhouse, Breeze, Seafood & Fries Bistro and Matador. Comments on social media from attendees were all very positive with many people stating they would love to see more live performances from an array of musical genres in the downtown. We are currently discussing opportunities to have local schools like OCSA (Osceola County School for the Arts) perform on perhaps a monthly basis in Downtown Kissimmee.

Seniors in the City

Seniors in the City shows continual growth in attendance. Our last event was Binglow. Held at Candyland Designs Co in Downtown Kissimmee, the community came out for a night of glow in the dark bingo. There was neon décor, black lights and a DJ, drinks and snacks all free for participants. We received numerous phone calls ahead of the event with people asking if it was strictly for seniors as they wished to attend as well. We had nearly 20 participants at this event.

Small Business Saturday

In a national campaign sponsored by American Express, Small Business Saturday is designed to encourage communities to come out and support their local small businesses during the holiday season. This event unfortunately didn't take place in 2020 due to the pandemic but we were happy to host it in person in 2021. The event was promoted on social media and our weekly e-newsletter. Visitors were encouraged to stop first at our office where we had photo booths, free breakfast and coffee, shopping bags courtesy of American Express and free pictures with Santa Claus. There was a station for children to write letters for Santa as well. There were specials offered by several of our restaurants and discounts offered at shops such as Lanier's Historic Downtown Marketplace, Awakened Auras and Lakeside Massage and Spa to name a few. In addition, we had approximately 20 vendors set up in the Scooterville lot offering additional items for purchase for holiday shoppers.

Light up DTK/ Parranda Event

In partnership with the City of Kissimmee and KUA, we once again hosted our Light Up Kissimmee event on November 27th. This was done in conjunction with a new event, our Parranda which is a traditional Puerto Rican event where families stroll from home to home caroling and folks join in as they travel. We began at Casa Del Artesano where 100's of participants joined us. The large group traveled to Matadors Tacos and Tapas and 3 Sisters Speakeasy where more participants joined. The group walked to Kissimmee Main Street and gathered around the Christmas tree. There was a dance performance from Downtown Kissimmee dance school Adanse dancers before lit up the tree in front of the Welcome Station. From there, the massive group walked to 1st United Methodist Church on Church where candles

were distributed, and the churches choir sang traditional holiday songs. Afterwards, the group moved to Kissimmee City Hall where we heard from Vice Mayor Felix Ortiz before lighting the tree there. This event overall brought up approximately 350 people, far beyond our expectations for a first-time event. We plan to bring it back next year based on its success.

Additionally, we assist several partnering events.

Kissimmee Main Street was proud to work alongside once again Downtown Kissimmee business owners, residents and volunteers to host our annual Thanksgiving Dinner Downtown. This event is a true testament to the heart this community holds. Volunteers gathered at 3 Sisters Speakeasy on Thanksgiving Day to prepare a traditional holiday meal for the less fortunate in our area. They were greeted by a host, given an option to dine inside or out, offered drinks and coffee and then served a meal offering turkey, ham, potatoes, rice, and more. We fed over 100 people in just over an hour.

We were honored to once again assist Arkeisha Reese, Founder of Team Kareem Memorial Foundation, with her annual Christmas with Team Kareem event on December 19th. This year over 350 children were gifted bicycles, toys, clothes and gift cards. We provide support to this event with venue, logistics planning, advertising and information on sponsorship opportunities.

Kissimmee Main Street worked alongside Commissioner Carlos Alvarez and several volunteers on Christmas Day to provide Christmas dinner to the less fortunate in Downtown Kissimmee. The event was held at Candyland Designs Co at 24B Broadway. In addition to a meal, guests were gifted backpacks and toiletries.

We continue to assist our downtown businesses through services like:

Kissimmee Main Street staff was on hand at two ribbon cuttings. One for the Ruby Plaza grand opening of the second location of Limbhelados. The same morning, we were present for the Lake Toho Marina ribbon cutting.

In Q2 we celebrated no less than three grand openings this quarter. The Sisters Mystical Cube, Essential Spas and The Seafood House.

Marketing

Kissimmee Main Street uses several platforms to market events and downtown businesses. The Main Street Minute is our weekly e-newsletter that is distributed to 5,211 local email addresses. This tool allows us to combine digital flyers for all upcoming events, promotions, and specials our merchants provide us that are happening in the following week. This year we also launched "K-Town Now" which is a text messaging system that allows us to provide immediate information to those who have signed up for the service. We will soon have available a digital, interactive marketing platform at the Kissimmee Main Street Welcome Station that will allow our businesses to share promotions with visitors. This new marketing platform will allow our merchants to provide up-to-date, eye catching visuals with guests.

The Kissimmee Main Street staff prides itself on continuing to build positive relationships with the business owners and staff in the CRA district. Through our efforts to keep in constant communication with them through various means such as our private Facebook page, email, text messaging, face-to-face visits, and our Friday morning coffee club, we believe we can stay aware of their needs and anticipate the best ways to support their businesses. We provide them a direct connection to the various departments within City Hall through our Small Business Liaison who can assist with several topics including but not limited to permitting, zoning, inspections, grants, and signage. Our Marketing Coordinator is here to help with social media and website support, logos, marketing materials, flyers, and one on one training on how business owners can best market their businesses. Between the support provided in these manners, the events we host that bring customers into their businesses, our promotion of their businesses on our social media platforms and the weekly Main Street Minute e-newsletter, we believe we give the small business owners several reasons to remain in Historic Downtown Kissimmee.

We also continue a strong partnership with DiscoverAbility, formerly known as Two 6 Resources, whereby they provide interns to both Kissimmee Main Street and merchants throughout the downtown. This partnership allows for locally owned businesses to receive labor at no cost and the intern the opportunity to be trained in various areas. We have had 7 interns in our office this year because of this relationship.

Kissimmee Main Street now entering it's 25th year as a nonprofit is committed to supporting the vision of the city and assisting the small businesses while meeting our mission of our mission to preserve and enhance Historic Downtown Kissimmee for the enrichment of present and future generations. We believe in preserving the past and shaping the future.

CITY OF KISSIMMEE FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY," the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CRA," and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as "Main Street" and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and Main Street share a common vision and mission to promote, preserve, and enhance the City of Kissimmee's historic downtown district; and

WHEREAS, the CITY, CRA, and Main Street wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, Main Street is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2022 and terminates on September 30, 2023.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty

12

Thousand Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from Main Street.
- c. The CITY and CRA staff will provide training to the Main Street staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide Main Street staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are starting up or looking to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
 - iv. Access to Development Services Software (view only) to assist businesses in tracking and participating in the development review, permitting, inspection, and code enforcement processes.

4. MAIN STREET RESPONSIBILITIES.

- a. Main Street, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Recruitment:
 - 1. Conduct shopper surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to promote vacant properties within the CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the CITY's Development



Services Department as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. Main Street shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overreaching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. Main Street shall work with the Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY.

ii. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate the CITY permitting process, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
- b. Main Street shall provide quarterly reports to the Community Redevelopment Agency Manager outlining the efforts made toward business recruitment and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, Main Street shall provide a yearly update to the City Commission on business retention and recruitment efforts within the CRA District.



- c. Main Street shall provide an Annual Report due by October 1, 2023, that outlines the following:
 - i. Summary of website and social media activity.
 - ii. Summary of all events. This shall include events that Main Street hosted as well as events that Main Street participated in but were hosted by business owners in the CRA District.
 - iii. Summary of newsletter distribution.
 - iv. Summary of business recruitment efforts.
 - v. Summary of business retention efforts.
 - vi. Summary of market analysis and shopper surveys.
 - vii. Summary of business membership and past year comparisons.
 - d. Main Street shall continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission.
 - e. The day to day operations of the Executive Director shall be evaluated yearly by the Main Street Executive Board. The Main Street Executive Board shall have hiring authority over the Executive Director consistent with CITY policies and procedures, using CITY's recruitment process. The hiring of all Main Street employees shall be subject to City Manager approval and successful completion of background checks and drug screening. The City Manager shall have authority to terminate Main Street employees for violation of City policies and procedures or dereliction of duty with subsequent notice to the Main Street Executive Board.
 - f. The Main Street Executive Board shall conduct a yearly evaluation of the Executive Director. The Executive Director shall conduct a yearly evaluation of all other Main Street employees.
 - g. The Executive Director shall ensure that the Small Business Recruitment and Retention Employee submits timesheets pursuant to CITY Rules and Regulations. These timesheets shall track comp time, flex time, and overtime.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30)



days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** Main Street shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between Main Street and the CITY that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **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.



13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to Main Street:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET 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, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

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

1. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET 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.
2. MAIN STREET 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 MAIN STREET does not transfer the records to CITY.
3. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET 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.

4. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
5. If MAIN STREET 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.
6. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

Signature page to follow.



IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

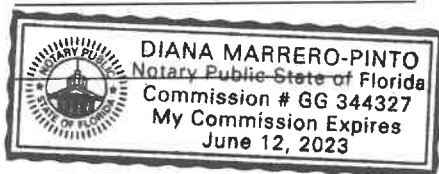
KISSIMMEE MAIN STREET:

John Fields
Chair

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26
day of August, 2022, by means of ☒ physical presence or ☐
online notarization,
by John Fields as President for Kissimmee
Main Street, a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:



Notary: Diana Marrero-Pinto

Print Name: Diana Marrero-Pinto

My Commission Expires:

ITEM 8.B**Community Redevelopment Agency (CRA) Minutes Approval - September 27, 2022****Request**

Request CRA Commission approval of the September 27, 2022 Minutes.

Explanation

Minutes of the Community Redevelopment Agency (CRA) meeting held on Tuesday, September 27, 2022 are attached for Board approval.

Recommendation

Staff recommends Board approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. CRA Minutes - September 27, 2022



MEETING MINUTES
SESSION OF THE DOWNTOWN AND VINE STREET CRA
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 27, 2022 AT 5:45 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, Janette Martinez

Staff Present: City Manager Mike Steigerwald, Deputy City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell

Members Absent: City Attorney Olga Sanchez de Fuentes

Mayor Gonzalez called the meeting to order at 5:45pm.

2. PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PUBLIC HEARINGS

3.A Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2022-2023

Staff requests the Downtown Kissimmee Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

Samia Singleton, CRA Manager, presented information for the Downtown CRA Budget. After holding the Public Hearing, staff recommended approval.

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

Deputy City Attorney Oded read CRA Resolution # 04-2022 by title.

Commissioner Castano made a motion to adopt CRA Resolution # 04-2022 approving the Downtown CRA FY2022-2023 budget. Commissioner Martinez seconded the motion.

Motion carried 4 - 0 (Commissioner Eady was absent at the time of vote).

3.B Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for Fiscal Year 2022-2023

Staff requests the Vine Street Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

CRA Manager Singleton presented information for the Vine Street CRA Budget. After holding the Public Hearing, staff recommended approval.

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

Deputy City Attorney Oded read CRA Resolution # 05-2022 by title.

Commissioner Alvarez made a motion to adopt CRA Resolution # 05-2022, approving the Vine Street CRA FY 2022-2023 budget. Commissioner Castano seconded the motion.

Motion carried 4 - 0 (Commissioner Eady was absent at the time vote).

4. HEAR AUDIENCE

None.

5. CONSENT AGENDA

None.

6. DISCUSSION ITEMS

6.A Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

A year-end update for fiscal year 2021-2022 and approval of a new service agreement for fiscal year 2022-2023, from October 1, 2022 to September 30, 2023.

Commissioner Eady arrived at 5:51 p.m. during the discussion.

City Manager Steigerwald explained the Main Street Year-End Update and subsequent Service Agreement will be moved to the October 4, 2022 Agenda; the CRA Board and City Commission will take action at that time.

6.B Resolution Adopting the First Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Staff requests the Downtown Kissimmee Community Redevelopment Agency Board approve the resolution adopting the first amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

CRA Manager Singleton provided a brief overview of the Beaumont Redevelopment Site Project, including information about RFP 2020-2026. Staff recommends the CRA Board approve the First Amendment to the Master Developer Agreement with Skyview.

Commissioner Castano made a motion to adopt CRA Resolution # 06-2022, approving the First Amendment to the Master Developer Agreement. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

7. HEAR CHAIRPERSON AND BOARD MEMBERS

Commissioner Alvarez stated he was hopeful that Skyview would consider hiring local workers for the project.

8. ADJOURNMENT

There being no further business to come before Board, Mayor/Chairwoman Gonzalez adjourned the meeting at 5:54pm.

CHAIR

ATTEST:

CITY CLERK

ITEM 8.C

Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

Request

A year-end update for fiscal year 2021-2022 and approval of a new service agreement for fiscal year 2022-2023, from October 1, 2022 to September 30, 2023.

Explanation

The City of Kissimmee and CRA have been a longtime proponents of the Kissimmee Main Street Program and its contributions to the vitality of Downtown Kissimmee. Every year, through a Service Agreement between the City, the Downtown Kissimmee Community Redevelopment Agency (CRA) and Kissimmee Main Street, Kissimmee Main Street provides business recruitment and retention services, supporting and furthering small businesses throughout Downtown Kissimmee.

In addition, to attracting significant attention to Downtown Kissimmee with its annual signature events, Main Street has provided downtown businesses with critically needed support services, such as:

- Assisting new businesses with navigating local and state ordinances and regulations
- Assisting with basic business functions, such as business plans, finance and marketing
- Connecting downtown businesses to COVID-19 recovery resources and funding

Main Street has demonstrated its position as a valuable resource partner to the City and CRA. Staff is requesting approval of a new Service Agreement for FY 2022-2023 to allow Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the Agreement, Main Street responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the City's Development Services Department as well as the City's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the Main Street District. Main Street shall work and meet regularly with the City's Communication and Public Affairs team to ensure all marketing plans work cohesively with the City's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the City building and renovation processes to prospective business owners. Main Street shall work with Development Services and other City Departments to develop a full understanding of the processes for the City's permitting and code enforcement offices.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and City of Kissimmee

promotes downtown events.

2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prosper to provide assistance to small businesses in the Main Street District.
4. Help Main Street District businesses navigate the City's permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

This Agreement also requires the City to provide resources and training to Main Street staff in support of business assistance efforts.

Upon approval of this Agreement, the City and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full-time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty Thousand Dollars (\$30,000.00). These positions are an Executive Director position and a Small Business Liaison position.

The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments.

The Main Street Board has approved and signed the new Agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610508-508282		Decrease	\$50,000	\$50,000

Financial Summary:

The CRA has sufficient funds to support this annual agreement, programmed in the Aid to Private Organizations account.

Recommendation

Staff recommends approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2022-2023, from October 1, 2022 to September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. Kissimmee Main Street Annual Report 2021-2022
2. Kissimmee Main Street Funding Agreement (2022-23)

As an essential part of the economic development in Historic Downtown; Kissimmee Main Street plays a critical role in bringing our small businesses and entrepreneurs support and prosperity. It's important now more than ever to protect and continue to aid our local economies.

To assist economic development and local leaders in this important work, we have multiple resources to help with all the processes. This dedication allows us to continue to foster professionals and innovative entrepreneurs to help enhance small businesses in our community.

Kissimmee Main Street continues to find new and innovative ways to highlight Downtown Kissimmee. Through are ever growing events to creative marketing, we take our slogan, "We Welcome the World" seriously.

By hosting several events we invite the community to take part in activities that leave a positive lasting impression of the heart of our city.

Events like:

KISSIMMEE VALLEY FARMERS MARKET

Kissimmee Main Street, in partner with the City of Kissimmee and Love Makes Me Grow, has been seeing continued growth of the Kissimmee Valley Farmers Market. Each month we are seeing increased attendance from both the community and vendors. We receive daily inquiries from small business owners from around Central Florida interested in vendor space. The December 1st market had a wide variety of items available and even a mini petting zoo with pygmy goats. It had 35 vendors and approximately 250 shoppers.

Boo on Broadway

Kissimmee Main Streets signature event, Boo on Broadway, was back in person in with record breaking attendance. After hosting Boo virtually in 2020, we worked tirelessly to bring this community favorite back in a fun and safe way. We partnered with SunRail to advertise this year and they clocked over 900 people use their transportation to come into Downtown Kissimmee that evening. We had over 70 vendors lining the length of Broadway on both sides. Families costumed and ready for a night of fun were entertained by live dance performances from various dance troops, musical acts, a family fun show from a local entertainment company. There was photoboos set up at the Welcome Station, a family game area, Adventures in Booville for the littlest visitors, a stilt walker roamed the street taking photos and interacting with kids. KPD and Parks & Recs staff were on hand throughout the evening and the event ran incredibly smooth despite a little rain at the beginning and towards the end. It is estimated that we saw about 6,000 people at this year's event. A few of our restaurants reported record breaking sales the night of the event.

Kissimmee 5K

The Kissimmee 5K, the only professionally timed 5K that occurs in the city, took place on Saturday, February 12th at the Kissimmee Lakefront Park. The race had just over 300 registered runners. Due to Covid-19, last year's 5k didn't include vendors. However, this year we were happy to have them join us again. In attendance were 2 different local gyms. Camp Gladiator is a returning vendor who once again hosted the race warm up and cool down. We had a new Downtown Kissimmee business, Carrion Chiropractic, participate as a vendor and provide free screenings for racers. Other vendors included the local Kiwanis Club, Authentic Philly Water Ice, Roast & Grind Coffee Makers, Battle Tested Fitness, and Samaritan at the Well. A new Kissimmee Main Street member, Keys Church volunteered and provided water to the runners along the race route. Racers were provided bananas and other nutritious snacks from Kissimmee Main Street. Sponsorship was once again provided by Toho Water Authority, Kissimmee Utility Authority, and the City of Kissimmee. This event allows us to make an annual donation to the American Heart Association.

Post event surveys conducted show that racers visited Downtown Kissimmee businesses including Big John's Rockin BBQ and Carinos Café after the race. 100% of those who participated in the survey stated they plan to attend this event again next year. 100% of those who participated in the survey stated they feel the event was well organized.

4th Annual Hop on Downtown

On April 3rd, Kissimmee Main Street welcomed 1000's of children and their parents to Historic Downtown Kissimmee for our annual Hop on Downtown event. Guests lined up at 421 Broadway where they had their temperatures checked with thermometers generously donated by Advent Health, the events key sponsor. The first children received a free easter bags inside the Welcome Station and all the kids had the opportunity to take photos at several photo booths.

After gathering information maps, they were free to move throughout Historic Downtown Kissimmee to enjoy various activities. Over 6,000 filled eggs were given searched and found as part of our Easter Egg Hunt at both the Kissimmee Police Department and Pleasant Street. Special eggs were identified with a sticker as well and those that found them received a special toy. Our merchants got in on the fun by providing family lunch specials. Several of them once again participated as 'Jellybean Hop Stops' where children could HOP through their door and receive a bag of jellybeans. And our special guest the Easter Bunny had lines wrapped around the corner as they waited to take their picture with him at The Adjusters Group, one of this years sponsors. This is a great way to get new potential customers in our merchants' front doors. There were make and take craft projects at Casa Del Artesano and cookie decorating at Candyland Designs Co. This was all offered for free to event guests. We had a huge amount of help from Kissimmee Christian Church, Keys Church and KPD with egg hunt, Jelly Bean Hop, and the family game area located on Dakin Ave. We are grateful to The City of Kissimmee, Advent Health and Toho Water Authority for their assistance with this always popular event.

We conducted a participant survey after the event. Below is some of the feedback we received:

Liberty University Fire & Ice Wind Symphony Concert

On Thursday, March 17, Kissimmee Main Street was honored to host the Liberty University 55-piece wind symphony. Their director contacted Kissimmee Main Street looking for the perfect location for a live performance in the heart of Kissimmee. After discussions with the city and our downtown business owners and residents, it was decided that a live performance on Dakin Ave would be the perfect location. The event was well attended and the following businesses reported increased sales the night of the event: 3 Sisters Speakeasy, Vintage Vino, 2 Brothers Steakhouse, Breeze, Seafood & Fries Bistro and Matador. Comments on social media from attendees were all very positive with many people stating they would love to see more live performances from an array of musical genres in the downtown. We are currently discussing opportunities to have local schools like OCSA (Osceola County School for the Arts) perform on perhaps a monthly basis in Downtown Kissimmee.

Seniors in the City

Seniors in the City shows continual growth in attendance. Our last event was Binglow. Held at Candyland Designs Co in Downtown Kissimmee, the community came out for a night of glow in the dark bingo. There was neon décor, black lights and a DJ, drinks and snacks all free for participants. We received numerous phone calls ahead of the event with people asking if it was strictly for seniors as they wished to attend as well. We had nearly 20 participants at this event.

Small Business Saturday

In a national campaign sponsored by American Express, Small Business Saturday is designed to encourage communities to come out and support their local small businesses during the holiday season. This event unfortunately didn't take place in 2020 due to the pandemic but we were happy to host it in person in 2021. The event was promoted on social media and our weekly e-newsletter. Visitors were encouraged to stop first at our office where we had photo booths, free breakfast and coffee, shopping bags courtesy of American Express and free pictures with Santa Claus. There was a station for children to write letters for Santa as well. There were specials offered by several of our restaurants and discounts offered at shops such as Lanier's Historic Downtown Marketplace, Awakened Auras and Lakeside Massage and Spa to name a few. In addition, we had approximately 20 vendors set up in the Scooterville lot offering additional items for purchase for holiday shoppers.

Light up DTK/ Parranda Event

In partnership with the City of Kissimmee and KUA, we once again hosted our Light Up Kissimmee event on November 27th. This was done in conjunction with a new event, our Parranda which is a traditional Puerto Rican event where families stroll from home to home caroling and folks join in as they travel. We began at Casa Del Artesano where 100's of participants joined us. The large group traveled to Matadors Tacos and Tapas and 3 Sisters Speakeasy where more participants joined. The group walked to Kissimmee Main Street and gathered around the Christmas tree. There was a dance performance from Downtown Kissimmee dance school Adanse dancers before lit up the tree in front of the Welcome Station. From there, the massive group walked to 1st United Methodist Church on Church where candles

were distributed, and the churches choir sang traditional holiday songs. Afterwards, the group moved to Kissimmee City Hall where we heard from Vice Mayor Felix Ortiz before lighting the tree there. This event overall brought up approximately 350 people, far beyond our expectations for a first-time event. We plan to bring it back next year based on its success.

Additionally, we assist several partnering events.

Kissimmee Main Street was proud to work alongside once again Downtown Kissimmee business owners, residents and volunteers to host our annual Thanksgiving Dinner Downtown. This event is a true testament to the heart this community holds. Volunteers gathered at 3 Sisters Speakeasy on Thanksgiving Day to prepare a traditional holiday meal for the less fortunate in our area. They were greeted by a host, given an option to dine inside or out, offered drinks and coffee and then served a meal offering turkey, ham, potatoes, rice, and more. We fed over 100 people in just over an hour.

We were honored to once again assist Arkeisha Reese, Founder of Team Kareem Memorial Foundation, with her annual Christmas with Team Kareem event on December 19th. This year over 350 children were gifted bicycles, toys, clothes and gift cards. We provide support to this event with venue, logistics planning, advertising and information on sponsorship opportunities.

Kissimmee Main Street worked alongside Commissioner Carlos Alvarez and several volunteers on Christmas Day to provide Christmas dinner to the less fortunate in Downtown Kissimmee. The event was held at Candyland Designs Co at 24B Broadway. In addition to a meal, guests were gifted backpacks and toiletries.

We continue to assist our downtown businesses through services like:

Kissimmee Main Street staff was on hand at two ribbon cuttings. One for the Ruby Plaza grand opening of the second location of Limbhelados. The same morning, we were present for the Lake Toho Marina ribbon cutting.

In Q2 we celebrated no less than three grand openings this quarter. The Sisters Mystical Cube, Essential Spas and The Seafood House.

Marketing

Kissimmee Main Street uses several platforms to market events and downtown businesses. The Main Street Minute is our weekly e-newsletter that is distributed to 5,211 local email addresses. This tool allows us to combine digital flyers for all upcoming events, promotions, and specials our merchants provide us that are happening in the following week. This year we also launched "K-Town Now" which is a text messaging system that allows us to provide immediate information to those who have signed up for the service. We will soon have available a digital, interactive marketing platform at the Kissimmee Main Street Welcome Station that will allow our businesses to share promotions with visitors. This new marketing platform will allow our merchants to provide up-to-date, eye catching visuals with guests.

The Kissimmee Main Street staff prides itself on continuing to build positive relationships with the business owners and staff in the CRA district. Through our efforts to keep in constant communication with them through various means such as our private Facebook page, email, text messaging, face-to-face visits, and our Friday morning coffee club, we believe we can stay aware of their needs and anticipate the best ways to support their businesses. We provide them a direct connection to the various departments within City Hall through our Small Business Liaison who can assist with several topics including but not limited to permitting, zoning, inspections, grants, and signage. Our Marketing Coordinator is here to help with social media and website support, logos, marketing materials, flyers, and one on one training on how business owners can best market their businesses. Between the support provided in these manners, the events we host that bring customers into their businesses, our promotion of their businesses on our social media platforms and the weekly Main Street Minute e-newsletter, we believe we give the small business owners several reasons to remain in Historic Downtown Kissimmee.

We also continue a strong partnership with DiscoverAbility, formerly known as Two 6 Resources, whereby they provide interns to both Kissimmee Main Street and merchants throughout the downtown. This partnership allows for locally owned businesses to receive labor at no cost and the intern the opportunity to be trained in various areas. We have had 7 interns in our office this year because of this relationship.

Kissimmee Main Street now entering it's 25th year as a nonprofit is committed to supporting the vision of the city and assisting the small businesses while meeting our mission of our mission to preserve and enhance Historic Downtown Kissimmee for the enrichment of present and future generations. We believe in preserving the past and shaping the future.

CITY OF KISSIMMEE FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY," the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CRA," and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as "Main Street" and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and Main Street share a common vision and mission to promote, preserve, and enhance the City of Kissimmee's historic downtown district; and

WHEREAS, the CITY, CRA, and Main Street wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, Main Street is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2022 and terminates on September 30, 2023.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty

12

Thousand Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from Main Street.
- c. The CITY and CRA staff will provide training to the Main Street staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide Main Street staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are starting up or looking to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
 - iv. Access to Development Services Software (view only) to assist businesses in tracking and participating in the development review, permitting, inspection, and code enforcement processes.

4. MAIN STREET RESPONSIBILITIES.

- a. Main Street, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Recruitment:
 - 1. Conduct shopper surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to promote vacant properties within the CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the CITY's Development



Services Department as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. Main Street shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overreaching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. Main Street shall work with the Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY.

ii. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate the CITY permitting process, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
- b. Main Street shall provide quarterly reports to the Community Redevelopment Agency Manager outlining the efforts made toward business recruitment and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, Main Street shall provide a yearly update to the City Commission on business retention and recruitment efforts within the CRA District.



- c. Main Street shall provide an Annual Report due by October 1, 2023, that outlines the following:
 - i. Summary of website and social media activity.
 - ii. Summary of all events. This shall include events that Main Street hosted as well as events that Main Street participated in but were hosted by business owners in the CRA District.
 - iii. Summary of newsletter distribution.
 - iv. Summary of business recruitment efforts.
 - v. Summary of business retention efforts.
 - vi. Summary of market analysis and shopper surveys.
 - vii. Summary of business membership and past year comparisons.
 - d. Main Street shall continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission.
 - e. The day to day operations of the Executive Director shall be evaluated yearly by the Main Street Executive Board. The Main Street Executive Board shall have hiring authority over the Executive Director consistent with CITY policies and procedures, using CITY's recruitment process. The hiring of all Main Street employees shall be subject to City Manager approval and successful completion of background checks and drug screening. The City Manager shall have authority to terminate Main Street employees for violation of City policies and procedures or dereliction of duty with subsequent notice to the Main Street Executive Board.
 - f. The Main Street Executive Board shall conduct a yearly evaluation of the Executive Director. The Executive Director shall conduct a yearly evaluation of all other Main Street employees.
 - g. The Executive Director shall ensure that the Small Business Recruitment and Retention Employee submits timesheets pursuant to CITY Rules and Regulations. These timesheets shall track comp time, flex time, and overtime.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30)



days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** Main Street shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between Main Street and the CITY that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **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.



13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to Main Street:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET 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, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

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

1. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET 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.
2. MAIN STREET 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 MAIN STREET does not transfer the records to CITY.
3. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET 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.

4. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
5. If MAIN STREET 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.
6. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

Signature page to follow.



IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

KISSIMMEE MAIN STREET:

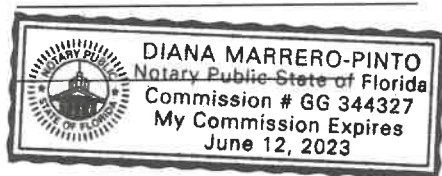
John Fields
Chair

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26
day of August, 2022, by means of ☒ physical presence or ☐
online notarization,
by John Fields as President for Kissimmee
Main Street, a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:



Notary: Diana Marrero-Pinto

Print Name: Diana Marrero-Pinto

My Commission Expires:

ITEM 8.D

Prospera Fiscal Year End Update and Approval of Services Agreement Renewal for FY2022-2023

Request

Prospera's Vice President, Mrs. Katia Media, will present a summary of their efforts for FY 2021-22 to the City Commission and respectfully requests approval of a continued contract for FY 2022-23.

Explanation

The City of Kissimmee has had a formal agreement with Prospera since 2016. Prospera provides entrepreneurs with technical support towards the creation, development and evolution of their businesses.

Mrs. Katia Medina, Vice President of Prospera, will provide the City Commission with a fiscal-year update on the activities even performed by the organization, for their contracted services in FY 2022-23.

The attached funding agreement outlines the City's expectations of services for the coming fiscal year.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603-503434		Decrease	\$10,000	\$10,000

Financial Summary:

Contingent upon City Commission approval of the City's FY 2022-23 budget - funding for this program has been allocated in the Economic Development Division's "Other Contracted Services", in the amount of \$10,000.

Recommendation

Staff recommends approval of the funding agreement with Prospera, for \$10,000, to continue to provide technical support and assistance to our business community.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Belinda Kirkegard

City of Kissimmee

Attachment(s):

1. Prospera Services Agreement FY 22-23
2. Prospera Central Florida - 9.2022-Kissimmee update

CITY OF KISSIMMEE
SERVICES AGREEMENT WITH PROSPERA
FY 2022/2023

In consideration of the performance by Prospera, formerly known as the Hispanic Business Initiative Fund, of the below described services to be rendered to its citizens, City of Kissimmee agrees to pay a total sum of \$10,000 to Prospera. This agreement's term is from October 1, 2022 through September 30, 2023.

Business Development Assistance:

Provide clients opportunity to discuss ideas and provide personalized, confidential guidance free of charge. Areas of assistance include but are not limited to: business planning, market research, feasibility studies, advertising, financial analysis, loan assistance, loan proposals, accounting systems, recordkeeping, taxes, selling to the government, business valuation, business start-up, employee manuals, strategic plans and more.

Technical Business Assistance:

Provide clients personalized and confidential guidance in the following areas:

- Accounting: asset management, record keeping systems and procedures.
- Finance: ratio analysis, breakeven analysis, financial projections and business valuation.
- Marketing: pricing, advertising and promotion, marketing planning, market research and exporting.
- Operations: production and inventory control, project management, risk management and energy conservation.
- New Venture Planning: start-up information, feasibility analysis, business planning and general business consulting.
- Technical Assistance: preliminary patent searches, patent, copyright and trademark, and technology transfer and SBIR/STTR.

Organizational Activities

- Provide a minimum of one monthly business seminar and/or workshop on relevant business topics.
- Partner with other local business organizations when possible and appropriate.
- Provide the City 8 tickets to Prospera's 2022 Success Stories Event in Orlando, or other Prospera function should this event be canceled.
- Display the City of Kissimmee logo in all respective Prospera sponsorship locations.
- Provide City Commission with program updates during a Commission meeting.
- Provide the City's Economic Development Office an annual report of activities and accomplishments, which includes a breakdown of clients served by ZIP code from the following city limit Zip Codes (34741; 34742; 34743; 34744; 34745)
- Present Year-End summary report to the City Commission during a Commission meeting in August or September which may include the request for approval of the funding agreement for the following fiscal year.

IN WITNESS WHEREOF, the parties have entered into this amendment as of the day and year first above written.

ATTEST:

CITY OF KISSIMMEE, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

PROSPERA



President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of July, 2022, by Augusta Sanabria who is the President + CEO of Prospera and who is personally known to me or who has produced _____ as identification.


Notary Signature:

Stamp:



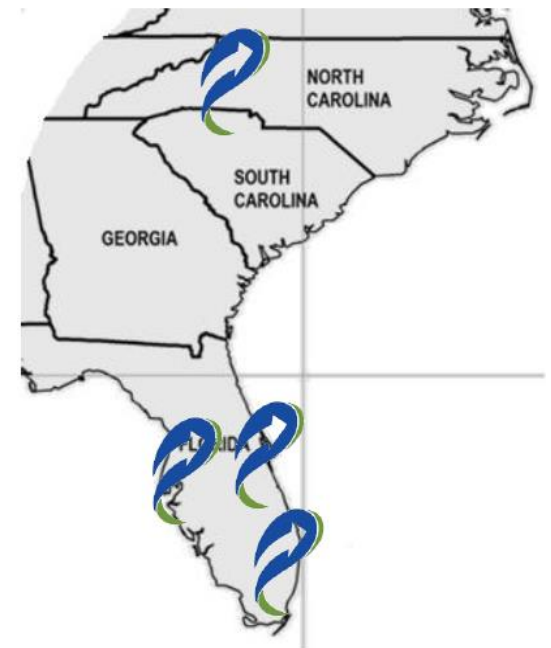
Anna Tewes
Comm. #GG934120
Expires: Nov. 24, 2023
Bonded Thru Aaron Notary



Empowering Hispanic entrepreneurs since 1991

What is Prospera?

- ▶ One of the nation's **leading nonprofit**, economic development organizations specialized in **bilingual assistance to help Hispanic-owned businesses grow and prosper**.
- ▶ A **unique and versatile business model to empower new and established Hispanic entrepreneurs** with expertise and resources, created by a Hispanic entrepreneur who understood common paradigms and barriers to success among both U.S. and foreign-born Hispanics.
- ▶ **Main offices: Florida's** Central, South and West Coast regions, and Charlotte, **North Carolina**.





Prospera's mission is to help start, sustain,
and grow **Hispanic-owned businesses** to
achieve **community prosperity**.



Central Florida Impact FY2020-2021



752
Business
seminar
participants



452
unique clients
provided **business**
consulting
(from idea to
growth stage)



752
Jobs created
or retained
among clients with
established
businesses

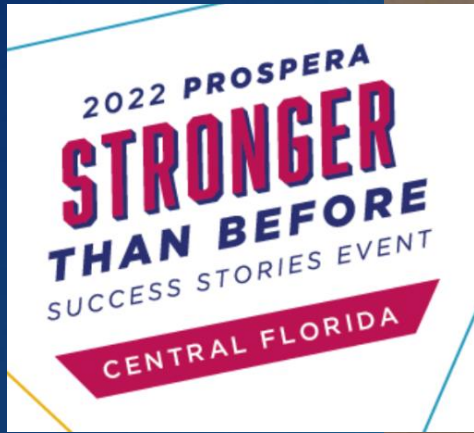


\$685,615
marketed
for small businesses
including
COVID-19 loans
and grants

Kissimmee Updates

- ▶ **Office at the Kissimmee/Osceola Chamber of Commerce**
- ▶ **Offering in-person and virtual consulting**
- ▶ **Participated in Commissioner Olga Castaño's initiatives and business roundtables.**
- ▶ **Recognized two City of Kissimmee small businesses during our annual Success Stories event**





TastyLEMON

Acai Bowl & Juice Bar



HOPE

BEHAVIORAL HEALTH



Central Florida Annual Investors



JPMORGAN CHASE & Co.



BANK OF AMERICA



Citi Foundation





Thank you for supporting our mission

prosperausa.org



ProsperaUSA

ITEM 8.E

Social Service and Quality of Life Grant Funding Allocations for FY 2022-2023

Request

Commission discussion and approval of the FY 2022-23 Social Services and Quality of Life Funding Allocations.

Explanation

Each year the Commission approves funding for non-profit agencies instrumental in supporting the mission of the City and furthering the Commission's annual goals. This funding process includes two categories. The Social Services category is designed to support non-profit agencies with direct service programs that reduce the burden on City services by meeting the needs of our most vulnerable residents. In response, the City Commission has prioritized funding for programs that support the needs of the homeless and families in crisis.

The proposed FY 2022-23 budget for Social Services is \$300,000. These funds were previously approved by the Commission in the Coronavirus State and Local Fiscal Recovery Funds. Upon approval of this item, staff will budget and transfer funds into the Aid to Private Organizations account in the amount of \$300,000 for each of the fiscal years 2021-22, 2022-23, and 2023-24 to aid non-profits in providing critical services.

The second category is Quality of Life, which provides funding for programs designed to improve the quality of life for residents by supporting the arts, education, and culture in the amount of \$50,000. Funds for these activities are budgeted in the General Fund.

Each Commissioner was provided with a spreadsheet and application packets in order to complete their allocation recommendations. During the meeting, the funding averages of all submissions will be provided for review and approval.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
03210108 - 508282		Increase	900,000	
03200380 - 380001		Increase	900,000	

Financial Summary:

Funds will be transferred into the Aid to Private Organizations account in the amount of \$300,000 for each of the fiscal years 2021-22, 2022-23, and 2023-24

Recommendation

Staff requests Commission discussion and approval on the funding allocations for FY 2022-23.
City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve
Commission Direction

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):

1. (R) Social_Services_Funding_FY_2022-23 Draft
2. Social_Services- Quality of Life_Funding_FY_2022-23 Draft

Social Services Grant Program FY 2022-23

AGENCY	Services Funded with City Funds	Clients to be served	Funding Requests FY 2022-23
Osceola Council on Aging Program: Health Clinic: \$30,000	Health Clinic: \$15,000 to fund salary of staff physician and \$15,000 for diagnostic testing of uninsured, low income patients Secondary health care to low-income, uninsured, chronically ill residents of Osceola County.	750	\$30,000.00
Program: Meals on Wheels: \$50,000	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregant meals; home delivered meals; food bank/pantry. Provides supplemental commodities and fresh produce from local producers for emergency meal/food distribution programs.	5,000	\$50,000.00
Program: Transportation : \$20,000	Cover the cost of 1 part time driver and fuel expenses for the Council's transportation program.	250	\$20,000.00
Osceola Mental Health/ Park Place Behavioral Health Care Program: Residence Level IV Adult Substance Abuse Services Services: Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	(4-6) beds in the residential level IV program for clients with chemical dependency- includes services and related cost	9 to 12	\$65,000.00
Hope Partnership (formerly Community Hope Center) Serves as hub where social services providers can co-locate to better provide services to those in need. Program: Hope Cares Days (Shower Program)	Support the operation and transportation related to providing shower services to individuals experiencing homelessness.	45	\$45,000.00
Help Now of Osceola, Inc. Program: Domestic Violence Services Serves the needs of domestic abuse survivors by operating a safe shelter facility, Outreach Center, direct client services, and community advocacy. Funding : Case Management Services at shelter facility and Maintenance expenses at shelter facility.	Shelter operations, case management, communications hotline and facility maintenance	800	\$90,000.00
Aspire Health Partners, Inc. Program: HOME (Helping Others Make the Effort) Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	Operational cost of providing bridge housing services to the residents of the HOME program. This includes: utilities, staff support, residential housing supplies, building facility maintenance, insurance, and other related operational costs	1,900	\$50,000.00
Community Coordinated Care for Children, Inc. (4C) Program: Head Start/ Early Head Start: Provides early learning programs, childcare assistance and supportive family services.	Head Start Program- Assists low income families with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage \$32,000 in funding).	149	\$10,631.00
Orlando Health/ Howard Phillips Center for Children & Families Program: Healing Tree: Provides therapy/counseling for children and families of children who have been victims of child abuse/ sexual abuse.	Specialized clinical assessments and ongoing therapeutic services provided by licensed mental health therapist and interns for child victims of abuse and their families	30	\$10,000.00
Heavenly Hoofs, Inc/ McCormick Foundation Program: Horses and Heroes Serves post 9/11 Veterans with PTSD through equine-assisted therapy	Services will fund the cost of delivering the program services to veterans; cost of therapy horses, staff member delivering the services; and contract mental health therapist for the program. (Will serve 2 veterans for 12 week of therapy)		No application received
The Opportunity Center (Osceola ARC) Program: Adult Day Training : Provides training to developmentally disabled adults.	Funds will be used to purchase 30 tablets, headphones, carrying cases and screen protectors for individuals attending the adult day care program.	93	\$10,965.00
Osceola Community Health Services/ Primary Care Medical Services of Poinciana/ Program: Mobile Medical and Dental Services	Program aimed at providing primary medical and dental services in fully equipped medical and dental vans to the homeless and motel families at the Hope Center, area hotels and onsite one day per week for each service.	600	\$40,000.00
Salvation Army	Portion of Case manager salary, homelessness support supplies and services, emergency financial assistance for direct client distribution		Declined previous funding
Church and Community Assistance Program Program: Bridge Building for a Brighter Tomorrow	Homelessness Services , prevention and intervention	27,763	\$75,000.00
Total			\$496,596.00

Quality of Life Grant Program FY 2022-23

Agency Name	Program Specifics	Agency Funding Request
Osceola Historical Society	General Operating (Pioneer Village)	\$40,000.00
Boys and Girls Club of Osceola County	Education and Career Development	\$2,500.00
Regional Homelessness Effort through Central Florida Commission on Homelessness	Board of Governors Member*	\$5,000.00
Osceola County Literacy Match	City Match- Footsteps to Brilliance	\$9,800.00
Total		\$57,300.00

ITEM 8.F

Appointment of Commission Representatives to External Boards and Councils

Request

Request City Commission to make appointments for commissioners to serve on external boards and councils.

Explanation

Various local and regional agencies make seats available on their boards for Commission representatives. These seats are up for consideration every two years following city elections.

Boards with Available Seats:

East Central Florida Regional Planning Council
Foundation for Osceola Education-Board of Directors
Help Now of Osceola, Inc.
Kissimmee/Osceola Chamber of Commerce-Board of Trustees
Kissimmee/Osceola Chamber of Commerce-Hispanic Business Council
MetroPlan Orlando-Board of Directors
Osceola Council on Aging
Toho Water Authority-Board of Directors
Tourist Development Council (TDC)
Tri-County League of Cities (appointed by Tri-County Board)

Filled Seats:

Central Florida Commission on Homelessness (Governing Board)- Olga Gonzalez (Mayors serve on this board)
Kissimmee Utility Authority- Board of Directors- Olga Gonzalez Charter requires (Mayor to fulfill this role)
Osceola County Emergency Policy Group (EPG)- Olga Gonzalez (County Ordinance requires Mayor to fulfill this role)

Recommendation

Staff requests Commission direction on the selection of Commissioners to serve on the individual boards.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. City Commission External Board Appointments

CITY COMMISSION
EXTERNAL BOARD PARTICIPATION
Updated: September, 27 2022 (Revised)
(Vote) Commission Meeting 10/04/2022
Update 09/27/2022

Board / Organization	Serving Commissioner	Date Appointed	Information
East Central Florida Regional Planning Council Frequency: 3 rd Wednesday, every other month 10:30 a.m. Location: LYNX Building, 455 N. Garland Ave, Orlando	Vacant	12/01/2020	*no term limits For elected officials, they typically serve until they no longer represent that municipality
Foundation for Osceola Education – Board of Directors Frequency: Varies Location: ALCO Conference Room, 2320 New Beginnings Rd, Kissimmee	Carlos Alvarez	12/01/2020	*06/16/22 email was received asking if Alvarez wanted to engage in additional term. If Commission decides he would be in term until June 2023 (1-year terms from July to June)
HELP Now of Osceola, Inc. Frequency: Varies Location: City Hall (International Conf. Room) 101 Church St, Kissimmee	Vacant	12/01/2020	
Kissimmee/Osceola Chamber of Commerce - Board of Trustees Frequency: 2nd Friday, monthly - 11:45 a.m. - 1:00 p.m. Location: Chamber Building, 1425 E. Vine St, Kissimmee	Olga Lucia Castano	12/01/2020	
Kissimmee/Osceola Chamber of Commerce - Hispanic Business Council Frequency: 2nd Tuesday, monthly - 11:30 a.m. Location: Chamber Building, 1425 E. Vine St, Kissimmee	Olga Lucia Castano	12/01/2020	
MetroPlan Orlando - Board of Directors Frequency: 2nd Wednesday, monthly - 9:00 a.m. Location: MetroPlan Office, 250 S. Orange Ave, Suite 200, Orlando	Vacant	12/01/2020	Alternate Added 3/15/2022 Commissioner Olga Castano <i>Airport Non-Voting Member</i> <i>Shaun Germolus</i> (The City of Kissimmee's appointment is normally the Mayor but that is determined by the City Council. The term ends if an elected leaves office or their Council appoints someone else)
Osceola Council on Aging Frequency: Varies Location: Barney Veal Center, 700 Generation Pl, Kissimmee	Olga Gonzalez	12/01/2020	

Toho Water Authority - Board of Directors Frequency: 2nd & 4th Wednesday, monthly - 5:00 p.m. Location: TOHO Water Administration, 951 MLK Blvd, Kissimmee	Vacant	12/01/2020	
Tourist Development Council (TDC) Frequency: Quarterly Location: County Commission Chambers, 1 Courthouse Sq, Kissimmee	Olga Lucia Castano	12/01/2020	4-Year term, 2-term limit.

Board / Organization	Serving Commissioner	Date Appointed	Information
Central Florida Commission on Homelessness (Governing Board) Frequency: Location:	Olga Gonzalez	12/01/2020	Mayors from Orlando, Orange Co. and Seminole Co. serve this board.
Kissimmee Utility Authority - Board of Directors Frequency: 1st Wednesday, Monthly - 3:30 p.m. Location: KUA, 1701 W. Carroll Street, Kissimmee	Olga Gonzalez, Mayor	11/17/2020	Charter requires Mayor to fulfill this role.
Osceola County Emergency Policy Group (EPG) Frequency: Group meets as needed. Location: Osceola County Emergency Operations Center	Olga Gonzalez, Mayor	11/17/2020	County Ordinance requires Mayor to fulfill this role.
Tri-County League of Cities Frequency: 3rd Thursday, monthly Location: Varies	Vacant	12/06/2016	Not appointed by City Commission.

ITEM 8.G

Advisory Board Appointments and Vacancies

Request

The Commission is requested to appoint/reappoint multiple vacancies on advisory boards due to a resignation and term expiration dates approaching.

Explanation

- Seat #1 will be assigned to the Board of Adjustment vacancy due to the resignation of Fernando Homs.
- Seat #2 will be assigned to the Fire Pension Board vacancy. The current member (R. LeWayne Johnson, Esq.) is seeking reappointment.

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Advisory Board:	Appointment Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	09/13/2022 (Assignment Expires 10/04/2022)	Board of Adjustment	05/31/2023	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.
Seat #2 - Eady	09/27/2022 (Assignment Expires 10/18/2022)	Fire Pension Board	09/30/2022	City Commission appointment, must be a City Resident

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Fire Pension Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

City of Kissimmee

Attachment(s):

None