



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 7, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Recognition by the Florida City and County Management Association and Proclamation for the City of Kissimmee's 100th Anniversary of operating under the Council-Manager Form of Government

3.B Swearing In Three New Police Officers

3.C Employee of the Month for March - Randall 'RJ' Littlefield Jr.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

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 Approval of City Commission Minutes from the February 21, 2023 meeting

7.B Marin Plat - Final Plat (DRC# SR-22-0019)

7.C Award contract for basketball court resurfacing to The Nidy Sports Construction Co.

7.D Disposal of City Assets

7.E Business Leases for 1021 West Oak Street, Suite A, Suite B, and Suite E

7.F Cypress Ridge, Phase 2 (DRC# 16-00067) – Major Subdivision, Final Acceptance

7.G HiTIDE Manufacturing Group - Final Plat (DRC# SR-22-0016)

8. DISCUSSION ITEMS

8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

City Commission – March 7, 2023

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

Recognition by the Florida City and County Management Association and Proclamation for the City of Kissimmee's 100th Anniversary of operating under the Council-Manager Form of Government

Request

Request the Commission's acceptance of a Proclamation and a Recognition Award from the Florida City and County Management Association celebrating the 100th anniversary of the City of Kissimmee operating under the council-manager form of government.

Explanation

Mr. John W. Coffey, City Manager of Indian Harbour Beach representing the Florida City and County Management Association (FCCMA) will present the City Commission with the International City Management Association (ICMA) Recognition Award in celebration of the City's of Kissimmee's 100th year as a Commission Manager form of government. A Proclamation in honor of this milestone will also be read into the record.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- 100th Anniversary of the Council-Manager Form of Government

Proclamation



100TH ANNIVERSARY OF THE COUNCIL-MANAGER FORM OF GOVERNMENT

WHEREAS, the council-manager form is the system of local government that combines the strong political leadership of elected officials in the form of a council or other governing body with the strong managerial experience of an appointed local government manager; and

WHEREAS, born out of the progressive reform movement at the turn of the 20th century, the council-manager form of government was created to combat corruption and unethical activity within local government by promoting nonpolitical management that is effective, transparent, responsive, and accountable; and

WHEREAS, the council-manager form of government has responded to the changing needs of citizens and their communities, and has become the most popular structure of government in the United States among municipalities with populations of 2,500 or more; and

WHEREAS, under this form of government, residents elect a governing body, including a mayor or board chairperson, to adopt legislation and set policy, and the governing body appoints a professional manager to focus on service delivery, policy implementation, and performance management; and

WHEREAS, the council-manager form of government recognizes the critical role of elected officials as policymakers, who focus on mapping out a collective vision for the community and establishing the policies that govern it; and

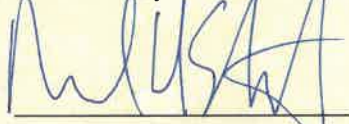
WHEREAS, the council-manager form of government recognizes the need for a professional manager devoted exclusively to the delivery of local government services in alignment with values, mission, and policy goals defined by the community and its elected officials; and

WHEREAS, the citizens of the City of Kissimmee voted to establish the council-manager form of government in March, 1923; and

WHEREAS, the Florida City & County Management Association celebrates with the City of Kissimmee on the 100th anniversary of our city's recognition by the International City/County Management Association of its operation under the Council-Manager form of Government.; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby recognize the City of Kissimmee's 100th Anniversary of the Council-Manager form of Government.

IN WITNESS, THEREOF, this is signed this 7th day of March, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Swearing In Three New Police Officers

Request

Swearing in and administering oaths to three new police officers.

Explanation

Three new police officers have been hired as employees of the City of Kissimmee Police Department. Having the officers sworn in at the City Commission Meetings serves as a formal introduction to the Mayor, the City Commission, the citizens and the community. The procedure of swearing in new officers instills formality and professionalism at the start of their careers with the City of Kissimmee.

The new police officers to be sworn in are:

Destiny Gonzalez
Trevoye Smith
Sasha Leach

Recommendation

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Police
Presenter: Jeffrey Odell

Attachment(s):

1. (S) Police Officer Swearing In Oath - Destiny Gonzalez
2. (S) Police Officer Swearing In Oath - Trevoye Smith
3. (S) Police Officer Swearing In Oath - Sasha Leach



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



March 07, 2023

I, Destiny Gonzalez, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Destiny Gonzalez
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



March 07, 2023

I, Trevoye Smith, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Trevoye Smith
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



March 07, 2023

I, Sasha Leach, having been appointed to the rank of Police Officer, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Sasha Leach
Police Officer

ATTEST:

WITNESS:

City Clerk

Jeffrey M. O'Dell
Chief of Police

ITEM 3.C

Employee of the Month for March - Randall 'RJ' Littlefield Jr.

Request

That the City Commission join the City Manager in recognizing Randall 'RJ' Littlefield Jr, Public Works & Engineering, as March's Employee of the Month.

Explanation

It is a pleasure to announce that the City is recognizing Randall 'RJ' Littlefield Jr. as Employee of the Month for March. RJ is the Construction Project Manager for the Public Works Department and has been with us a little over 2 years.

RJ's work takes him to all areas of the City where he adeptly interacts with staff, contractors, vendors, and insurance adjusters to accomplish the task at hand. His construction knowledge and familiarity with the City's buildings are the keys to his success. Many city facilities were damaged, some heavily, by last year's hurricanes which added to Randall's workload – some to this day. He is a good communicator, keeping everyone in the loop as work progresses.

RJ's quiet demeanor and steady pace is reassuring to those involved with his projects. He doesn't express frustration, but eagerly and proficiently completes the task, however necessary. The Airport Administration building suffered extensive damage, and their staff have been grateful for RJ's steady assistance. For these qualities and more, the City is pleased to honor Randall.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A**Approval of City Commission Minutes from the February 21, 2023 meeting****Request**

Request Commission approval of the February 21, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on February 21, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) - City Commission Meeting Minutes - February 21, 2023



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 21, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Angela Eady, Carlos Alvarez, III, 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: Commissioner Olga Castano

Staff Absent: City Attorney Olga Sanchez de Fuentes

Mayor Gonzalez called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Promotion of Michael Porcella to Fire Lieutenant

Staff requested that Michael Porcella be sworn into his newly appointed position of Fire Lieutenant.

Fire Chief Jim Walls administered the Oath of Office to Lieutenant Michael Porcella. Chief Walls commented on the retirement of Lieutenant Glory Seley after 38 years of service to the City of Kissimmee. Her retirement allowed for the promotion of Lt. Porcella who was joined by his family for the ceremony.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - An Ordinance amending Chapter 22, Article II: Noise and amending Chapter 1, Section 1-22: General Provisions - Proposed Ordinance # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Requesting approval of an updated and reorganized Noise Ordinance and approval of modifications to Section 1-22 to include fees for repeat offenses of the Noise Ordinance.

Deputy City Attorney Kalanit Oded read Ordinance # 3070 by title.

Ashley Cornelison, Senior Planner, presented the Commission with a review of the proposed ordinance and stated there was one change since the First Reading; Section 22-26 (Enforcement) was revised to remove a statement relating to fifteen (15) minute time limit for enforcement. This was found to be cumbersome for the police and after a discussion on the process they found the information entered in their system would be sufficient. Another item of note is the general penalty section, tiered fines for repeat offenses of the Noise Ordinance have been added. Planner Cornelison confirmed a 90-day effective period was added to allow time for training on the ordinance and equipment and to give enough notice to the public for these new regulations. After holding the Public Hearing, staff recommends approval.

Commissioner Alvarez inquired whether there would be exceptions for holiday fireworks and events. Planner Cornelison stated there are exceptions for government events.

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

Commissioner Eady moved to approve the Public Hearing and adopt Ordinance # 3070. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Castano	ABSENT
Mayor Gonzalez	AYE

Motion carried 4 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

Commissioner Eady made a motion to approve the Consent Agenda in its entirety. Commissioner Martinez seconded the motion.

Motion to carried 4 - 0.

7.A Approval of City Commission Minutes from the February 7, 2023 meeting
Request Commission approval of the February 7, 2023 Commission Minutes.

7.B Approval to utilize Federal Justice Department forfeiture funding to fund the start of the

Operation Identify Program

The Police Department is requesting the Commission approve the use of Federal Justice Department forfeiture funding to fund the initial purchase needed to begin the Operation Identify program.

7.C Resolution to Amend the Local Housing Assistance Plan covering State Housing Initiative Program fiscal years 2022-2023, 2023-2024, and 2024-2025

Approve and adopt by Resolution the proposed changes to the Local Housing Assistance Plan (LHAP) for FY 2022-2023, 2023-2024, and 2024-2025.

Resolution 01-2023 Adopted.

7.D Approval to submit a 2023 Land and Water Conservation Fund Grant application for capital improvements at the Kissimmee Lakefront Park

Approval to submit a 2023 Land and Water Conservation Fund Grant application for capital improvements at the Kissimmee Lakefront Park and request for authorization to allow the City Manager to sign documents related to this grant.

7.E Internship Grant from Florida Airports Council (FAC) for Kissimmee Gateway Airport

Commission approval to accept an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport.

7.F Extension of Disaster Response Services Contract for debris monitoring with Thompson Consulting Services

Approval to extend the Disaster Response Services Contract for debris monitoring with Thompson Consulting Services for one year.

7.G Extension of Disaster Response Services Contracts for debris removal with Crowder Gulf and Southern Disaster Recovery

Approval to extend the Disaster Response Services Contracts for debris removal with Crowder Gulf and Southern Disaster Recovery.

7.H Purchase of Mechanical Chest Compression Devices from Stryker Medical

Staff requests approval to purchase three (3) mechanical chest compression devices (Lucas Device 3.1) from Stryker Medical for the amount of \$56,078.46.

7.I Additional funding for equipment from Stryker Medical for New Rescue 16

Staff requests approval to add \$566.77 to the purchase price of new equipment from Stryker Medical for New Rescue 16.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSESS AND CONVENES AS CRA BOARD

8.A Termination of the Developer's Service Agreement between the Downtown Kissimmee CRA and Toho Water Authority

Approve the Termination of the Developer's Service Agreement between the Downtown Kissimmee CRA and Toho Water Authority.

Community Redevelopment Agency (CRA) Manager Samia Singleton reviewed the request and stated the termination of this agreement is to reverse a previous request for a community garden on the property.

CRA Commissioner Alvarez made a motion to approve the termination of the

Developer's Service Agreement with Downtown Kissimmee CRA and Toho Water Authority. CRA Commissioner Martinez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Eady, Commissioner Alvarez, Commissioner Martinez

NAY: None

ABSENT: Commissioner Castano

Motion carried 4 - 0.

CRA ADJOURNS AND RECONVENES AS CITY COMMISSION

8.B Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

City Manager Steigerwald stated Commissioner Castano requested an extension on February 7, 2023 and the two remaining vacancies will need either appointments or a request for extension.

Commissioner Eady made a motion to appoint Yohanna Cruz to the Planning Advisory Board. Mayor Gonzalez seconded the motion.

Motion carried 4 - 0.

Commissioner Alvarez requested an extension for his vacancy on the Planning Advisory Board.

Commissioner Martinez made a motion to approve a 30-day extension. Mayor Gonzalez seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

Nothing.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Eady received a request from a citizen as she was entering the meeting; they stated there is trash on Clay Street that needs to be cleaned up.

City Manager Steigerwald inquired about any cross streets on the location; there was no additional information provided.

Commissioner Martinez congratulated those sworn in and appointed to boards tonight; she looks forward to working with you.

Mayor Gonzalez wished everyone a good night and adjourned the meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:14 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B**Marin Plat - Final Plat (DRC# SR-22-0019)****Request**

Approval of the final plat known as Marin Plat.

Explanation

The owner of the property, Investments & Properties DP, Inc., is requesting final plat approval without a guarantee since public improvements already serve the property. The property is located on the north side of Emmett Street, west of Thacker Avenue. The proposed plat would combine two lots into a single, .28 acre lot for residential development purposes.

Recommendation

Staff recommends approval of the final plat for the Marin Plat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) - SR-22-0019 - Marin Plat
2. SR-22-0019 -Marin Plat_VM

MARIN
DEDICATION

KNOW ALL BY THESE PRESENTS, That INVESTMENTS & PROPERTIES DP, INC., being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates nothing to the public. Regardless of the preceding provisions, the lawful owner reserves the unrestricted and absolute right to deny the right of ingress to any person who, in the opinion of the lawful owner may create or participate in a disturbance or nuisance on any part of the land shown on this plat.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed by the person(s) named below on February 9th, 2023.

INVESTMENTS & PROPERTIES DP, INC.
A Florida Corporation

By: OLMEDO MARIN
Printed Name

Olmedo Marin
Signature

Attest: Chaire Gaudy
Printed Name

Chaire Gaudy
Signature

Witnesses:

By: Joseph Salame
Printed Name

Joseph Salame
Signature

By: Hannah Davis
Printed Name

Hannah Davis
Signature

STATE OF FLORIDA, COUNTY OF Seminole

THIS IS TO CERTIFY,

The foregoing instrument was acknowledged before me, by Means of:

☒ Physical Presence ☐ Online Notarization

This 9th day of February, 2023 by OLMEDO MARIN
as owner of INVESTMENTS & PROPERTIES DP, INC., a Florida Corporation, on behalf of the corporation.

☐ Personally Known to me ☒ OR produced Identification
Produced Driver's License as Identification.

Witness my hand and official seal in the County and State last aforesaid this 9th day of February, 2023.

H. B. BUCK HH 331553
Signature Commission No.

Hannan Buck
Print Name

My Commission Expires: 11/14/2026

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

UPON REVIEW, THIS PLAT WAS FOUND TO BE IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES

R.D.B. 2/13/23
Signature Date

Richard D. Brown
Printed Name

Professional Surveyor and Mapper
Representing the City of Kissimmee

Florida Registration No. 5700

CERTIFICATE OF APPROVAL BY CITY COMMISSION,
CITY OF KISSIMMEE

this is to certify, that on _____ the City Commission, City of Kissimmee, approved the above plat.

Attest _____ Mayor / Commissioner Dated _____

Attest _____ City Manager Dated _____

CERTIFICATE OF COUNTY CLERK

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

File No. _____

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

By: _____
Deputy Clerk

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, That undersigned, being a Professional Surveyor and Mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Part 1, Platting, Florida Statutes; and that said land is located in the City of Kissimmee, Osceola County, Florida.

Dated: 2-9-2023

Signed: Patrick K. Ireland

PSM 6637
Surveyor's Registration Number
B. 7923
Legal Entity's Certificate of
Authorization Number

Patrick K. Ireland
Ireland & Associates Surveying
800 Currency Circle, Suite 1020
Lake Mary, Florida 32746

IS-90062_PLAT

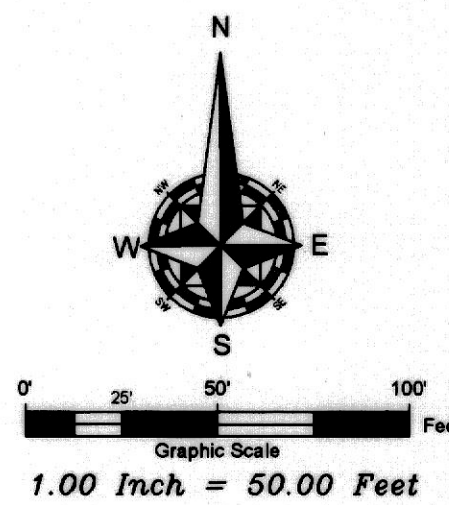
DRG No. SR-22-0019

MARIN

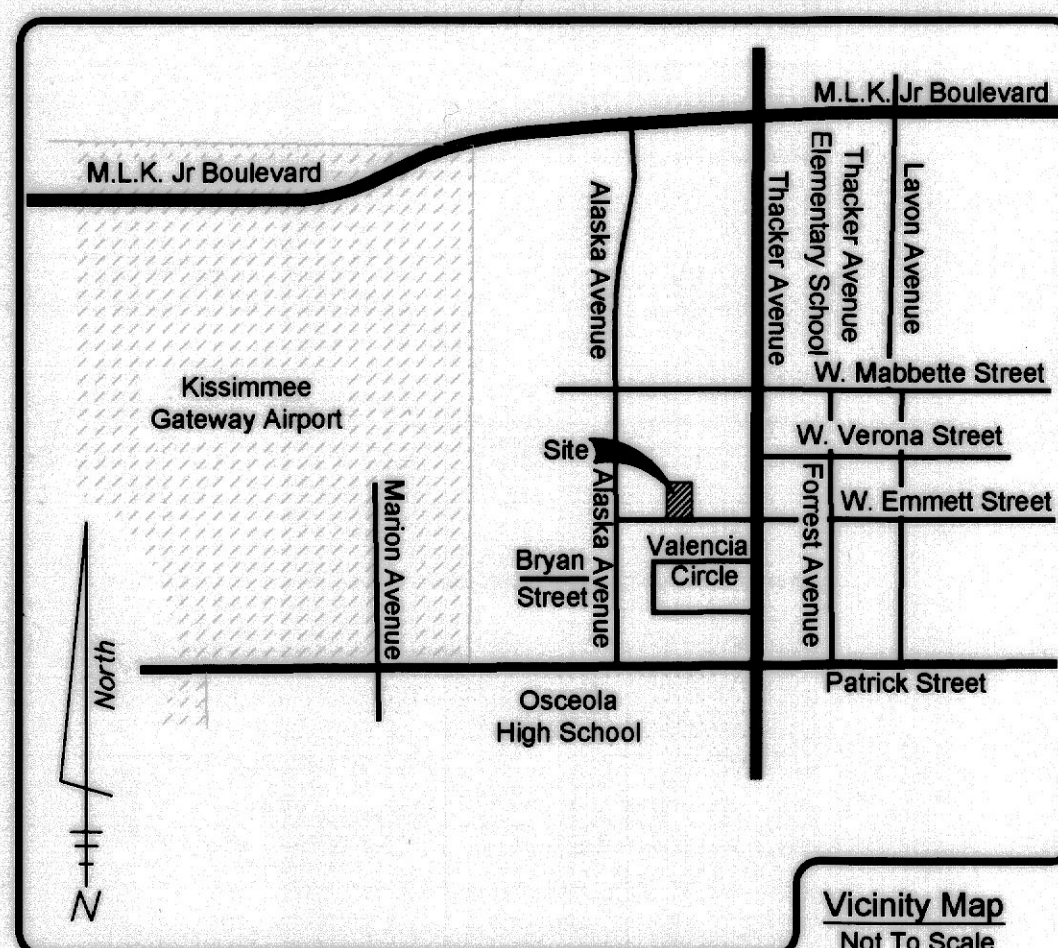
A REPLAT OF LOT 5 AND THE WEST 31.50 FEET OF LOT 6,
HIGHVIEW SUBDIVISION, PLAT BOOK 1, PAGE 86A

LYING IN

SECTION 20, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.



C1
R=25.00'
L=39.20'
Delta=89°50'48"
Chord Data
S 45°05'33" W 35.31'



LEGAL DESCRIPTION:

LOT 5 AND THE WEST 31.50 FEET OF LOT 6, HIGHVIEW SUBDIVISION, PLAT BOOK 1, PAGE 86A, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 25 SOUTH, RANGE 29 EAST THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, RUN NORTH 89°25'57" WEST, A DISTANCE OF 647.39 FEET TO A POINT ON SAID SOUTH LINE; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 20 RUN NORTH 00°00'00" EAST, A DISTANCE OF 710.74 FEET TO THE SOUTHWEST CORNER OF HIGHVIEW SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 86A OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID HIGHVIEW SUBDIVISION, SAID SOUTH LINE BEING THE NORTH RIGHT-OF-WAY LINE OF EMMETT STREET (KNOWN AS WEST EMMETT STREET), A 50.60 FEET WIDE RIGHT-OF-WAY, RUN SOUTH 89°59'03" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON SAID SOUTH LINE, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 4, HIGHVIEW SUBDIVISION, AND THE POINT OF BEGINNING;

THENCE DEPARTING AFORESAID SOUTH LINE OF HIGHVIEW SUBDIVISION RUN NORTH 00°00'57" EAST ALONG THE EAST LINE OF THE AFORESAID LOT 4, A DISTANCE OF 150.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 4, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 9.50 FOOT WIDE ALLEY, HIGHVIEW SUBDIVISION, ACCORDING TO THE PLAT THEREOF; THENCE DEPARTING THE AFORESAID EAST LINE OF LOT 4, AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 89°59'03" EAST, A DISTANCE OF 81.50 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00°00'57" WEST, A DISTANCE OF 150.00 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF EMMETT STREET (KNOWN AS WEST EMMETT STREET); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 89°59'03" WEST, A DISTANCE OF 81.50 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 12,225.00 SQ FT OR 0.28 ACRES MORE OR LESS.

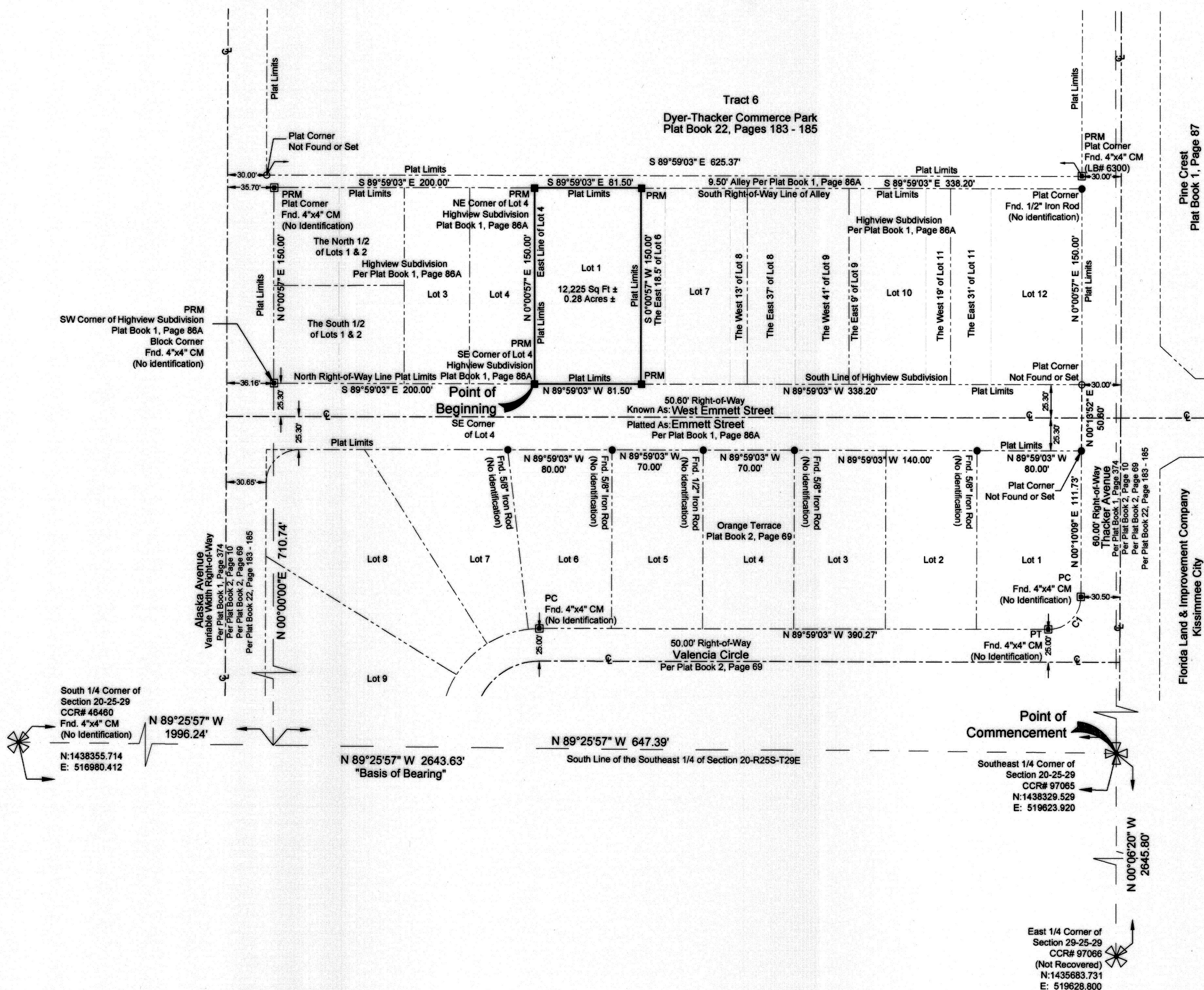
NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT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

-Legend-

N.R. - Non-Radial	U.E. - Utility Easement
P.I. - Point of Intersection	SQ. FT. - Square Feet
R/W - Right-of-Way	ID - Identification
R.P. - Radius Point	ORB - Official Record Book
PC - Point of Curvature	P.R.M. - Permanent Reference Monument
PT - Point of Tangency	
Sec. - Section	Found 4"x4" CM (As Noted)
L - Length	Found Iron Rod & Cap (As Noted)
R - Radius	Set 1/2" Iron Rod & Cap LB# 7623
ORB - Official Record Book	Set 4"x4" Concrete Monument
M.B. - Minute Book	& Stamped Disk LB# 7623
CCR - Certified Corner Record	
C.M. - Concrete Monument	Centerline
D.E. - Drainage Easement	N.T.S. - Not to Scale

NOTES:

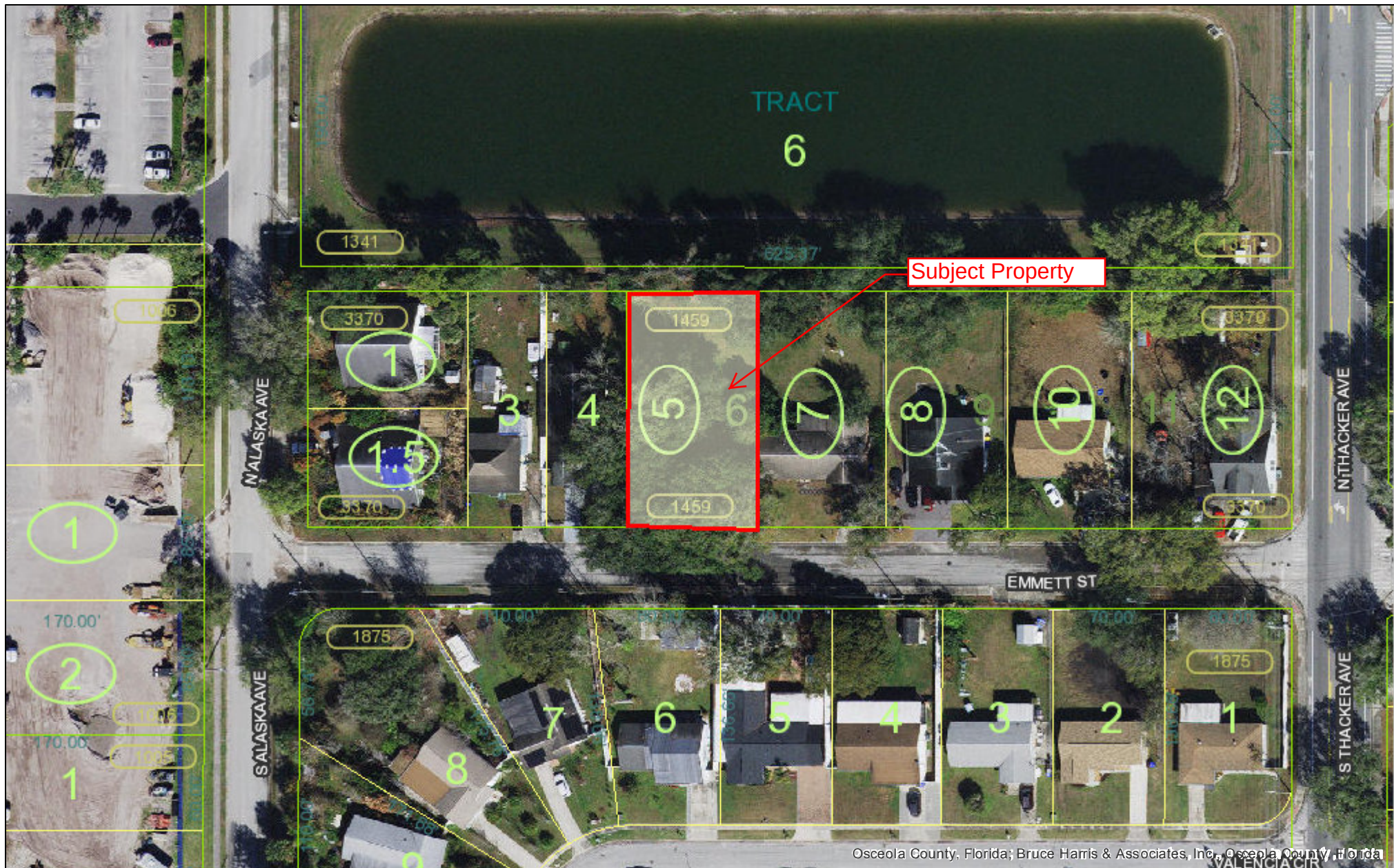
- PER CHAPTER 177.091(28) FLORIDA STATUTES: ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE, AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LOT CORNERS SHOWN HEREON ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) FLORIDA STATUTES.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 25 SOUTH, RANGE 29 EAST; MORE PARTICULARLY BEING THE LINE BETWEEN CCR #46460 (SOUTH 1/4 CORNER) AND CCR #97065 (SOUTHEAST CORNER), THE PUBLISHED BEARING OF SAID LINE BEING NORTH 89°25'27" WEST, PER FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83.



Ireland & Associates
Surveying, Inc.

Certificate of Authorization LB #7623
800 Currency Circle // Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

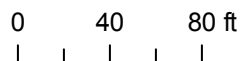
Office-407.678.3366
Fax-407.320.8165



SR-22-0019 - Marin Plat

Final Plat

Date Generated: 2/7/2023



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
Page 18 of 110
Osceola County Property Appraiser

ITEM 7.C

Award contract for basketball court resurfacing to The Nidy Sports Construction Co.

Request

Approval to award a contract for basketball court resurfacing for multiple basketball courts throughout the City to The Nidy Construction Co.

Explanation

The Parks and Recreation Department would like to award the contract to resurface basketball courts at the following locations to The Nidy Construction Co.

Locations:

- Quail Hollow Park - Half Court
- Mark E Durbin at Lakeside - Two Courts
- Chambers Park Community Center - One and Half Courts
- Oak Street Community Center - Two Courts
- Mill Run Park - One Court
- Thacker Ave Elementary - Two Courts

The resurfacing of the courts will include all materials and labor for \$53,304.72.

The City's procurement division has approved use of the selected vendor for this resurface project through the National Cooperative Purchasing Alliance Contract # 08-20, which is active until August 31, 2023.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150206-506393	PR2213	Decrease	\$53,305.00	\$53,305.00

Financial Summary:

Adequate funds are available in project PR2213 account 00150206-506393.

Recommendation

Approval to award a contract for basketball court resurfacing for multiple basketball courts throughout the City to The Nidy Construction Co.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Basketball Courts Combined (City of Kissimmee)
2. NCPA _ Vendors _ Nidy Sports Construction
3. Vasco Award Letter
4. Vasco 5th Year Renewal Letter

BASKETBALL PROPOSAL

Submitted To:

February 20, 2023

City of Kissimmee

RE: Basketball Court Resurfacing

2253 Lakeside Drive

Kissimmee, FL 34743

Payment to be upon completion. Price subject to change after 30 days. **Price below calculated using the National Cooperative Purchasing Alliance Contract 08-20:**

Quail Hollow, Mark Durbin, Chambers, Oak Street, Mill Run, Thacker Avenue Parks: \$53,304.72

QUAIL HOLLOW SCOPE OF WORK – HALF COURT:

- 1) Machine sand surface of court.
- 2) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 3) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 4) Apply one (1) coat of Acrylic Resurfacer over the entire surface of the court.
- 5) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Court Color: Dark Green
- 6) Paint regulation basketball court markings with white line paint.

MARK DURBIN SCOPE OF WORK – TWO COURTS:

- 7) Machine sand surface of court.
- 8) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 9) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 10) Apply one (1) coat of Acrylic Resurfacer over the entire surface of the court.
- 11) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Primary Color: Dark Green
 - b. Outbound Color: Light Green
- 12) Paint regulation basketball court markings with white line paint.

CHAMBERS SCOPE OF WORK – ONE AND A HALF COURTS:

- 13) Machine sand surface of court.
- 14) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 15) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 16) Apply one (1) coat of Acrylic Resurfacer over the entire surface of the court.
- 17) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Primary Color: Dark Green
 - b. Outbounds, Keys, Center Circle Color: Light Green
- 18) Paint regulation basketball court markings with white line paint.
- 19) Paint two (2) four-square courts with yellow line paint.

OAK STREET SCOPE OF WORK – TWO COURTS:

- 20) Machine sand surface of court.
- 21) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 22) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 23) Apply one (1) coat of Acrylic Resurfacer over the entire surface of the court.
- 24) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Primary Color: Dark Green
 - b. Outbounds, Keys, Center Circle Color: Light Green
- 25) Paint regulation basketball court markings with white line paint.

MILL RUN SCOPE OF WORK – ONE COURT:

- 26) Machine sand surface of court.
- 27) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 28) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 29) Apply one (1) coat of Acrylic Resurfacer over the entire surface of the court.
- 30) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Court Color: Dark Green
- 31) Paint regulation basketball court markings with white line paint.

THACKER AVENUE ELEMENTARY SCOPE OF WORK – TWO COURTS:

- 32) Machine sand surface of court.
- 33) Grind down two (2) areas of root intrusion (roots to remain as long as trees are still present).
- 34) Patch large open cracks 1/16" or larger with acrylic patch mix.
- 35) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 36) Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court.
- 37) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Primary Color: Dark Green
- 38) Paint regulation basketball court markings with white line paint.

NOTES:

- 1) It is recommended owner should spray insects and vegetation on or around courts two weeks prior to work commencement.
- 2) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 3) Owner to provide suitable access for equipment, water, and electric as required.
- 4) Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.

CRACKS IN BASKETBALL:

It should be noted that as your basketball court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. Cracks develop in basketball courts for various reasons with the most common being:

- 1) Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- 2) Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- 3) Changes in subsurface stability reflecting through the court surface.

Nidy does **NOT** provide any written or implied guarantee of basketball courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

WARRANTY:

Color Coating is warranted against any excessive fading for a period of one year from application. Surface is NOT warranted against peeling and flaking as we cannot ascertain if slab was properly prepped to accept coatings. Problems from normal wear, vandalism, and improper care are excluded.

Owner’s Name & Billing Address: _____

Job Site’s Contact Name & Phone: _____

Job Site’s Address: _____

Authorized Signature

Total Dollar Amount Authorized

Date



{<http://www.NIDYSPORTS.com>}

NIDY SPORTS

CONSTRUCTION

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(<http://www.NIDYSPORTS.com>)



OVERVIEW

Nidy Sports Contractors Builds All Athletic Facilities, and Builds Them Right!

Nidy Sports Contractors, a Vasco Sports Contractors company, is recognized nationwide as an industry leader in sports construction, and dedicates itself to enhancing the performance and appearance of every project it sets foot on. Since 1924, Nidy Sports Contractors has served sports enthusiasts as their trusted partner in the construction of professional quality athletic facilities, no matter the type, size or scope of the project.

Nidy utilizes world-class materials from Plexipave, Plexitrac, & Decoturf (the sports surfaces of choice for high school, collegiate & professional level athletic facilities) and the most advanced laser equipment available to ensure all Nidy-built athletic tracks, fields and courts meet or exceed client expectations. Nidy has spent years building and maintaining baseball fields, tennis courts, shuffleboard courts, football fields, running tracks and every other type of athletic field, court, track, path or play area imaginable; so clients know that Nidy had the experience needed to get the job done right. Nidy is one of the few companies in the country with ASBA (American Sports Builder Association) builders on staff for track, court and athletic field construction, and is also the sole applicator of the NICO Shuffleboard Playing Surface.

A high-quality athletic facility can be a source of pride for the entire community, so don't make your team settle for a substandard field, court or running track! Nidy can handle all your sports construction projects from start to finish, performing design work, excavation, paving and surfacing to ensure you end up with an athletic facility you'll be proud to claim as your home turf. Nidy maintenance specialists are also available to help restore older athletic areas to the pristine condition they had when they were new.!

CONTRACT INFO

Awarded Vendor:

Vasco Sports Contractors

Contract Awarded:

Athletic Surfacing & Asphalt Maintenance

Contract Number:

08-20

Lead Agency:

Region 14 ESC

Contract Term:

5 year term, August 6, 2018 to August 31, 2023

*Option to renew for zero (0) additional one (1) year periods.



DUE DILIGENCE

Request for Proposal:

RFP for Athletic Surfacing & Asphalt Maintenance

(<https://ncpastorage.blob.core.windows.net/ncpafiles/NCPA%20Files/docs/Due%20Diligence/Athletic%20Surfacing%20and%20Asphalt%20Maintenance/RFP%20-%20Athletic%20Surfacing%20and%20Asphalt%20Maintenance.pdf>)

Awarded Vendor Response:

Vasco's Response to RFP

(<https://ncpastorage.blob.core.windows.net/ncpafiles/NCPA%20Files/docs/Due%20Diligence/Athletic%20Surfacing%20and%20Asphalt%20Maintenance/Vasco/Vasco%20Response.pdf>)

Evaluation:

Bid Tab & Request for RFP List

(<https://ncpastorage.blob.core.windows.net/ncpafiles/NCPA%20Files/docs/Due%20Diligence/Athletic%20Surfacing%20and%20Asphalt%20Maintenance/Athletic%20Surfacing%20Evaluation>

Award Letter:

Region 14 Award Letter

(<https://ncpastorage.blob.core.windows.net/ncpafiles/NCPA%20Files/docs/Due%20Diligence/Athletic%20Surfacing%20and%20Asphalt%20Maintenance/Vasco/Vasco%20Award%20Letter.pc>

Renewal Letter:

5th Year Renewal Letter

(<https://ncpastorage.blob.core.windows.net/ncpafiles/NCPA%20Files/docs/Due%20Diligence/Athletic%20Surfacing%20and%20Asphalt%20Maintenance/Vasco/Vasco%205th%20Year%20Re>

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VENDOR CONTACT

Zach Stevenson

General Manager

2300 Country Club Rd

Sanford, FL 32771

PH (407) 450-3881

zstevenson@nldycompany.com (mailto:zstevenson@nldycompany.com)

Is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

CONTACT INFORMATION



NCPA
P.O. Box 701273
Houston, TX 77270



(866) 875-3299
info@ncpa.us (<mailto:info@ncpa.us>)

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Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 6th, 2018

Vasco Asphalt Company
ATTN: Matt Savage
4270 Sterilite Street SE
Masillon, OH 44646

Dear Matt:

Region XIV Education Service Center is happy to announce that Vasco Asphalt Company has been awarded a contract for Athletic Surfacing & Asphalt Maintenance based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31st, 2021. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Vasco Asphalt Company.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads 'Shane Fields'.

Shane Fields
Region XIV, Executive Director



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, May 2nd, 2022

**Vasco Asphalt Company
ATTN: Matt Savage
4270 Sterilite Street SE
Masillion, OH 44646**

Re: Annual Renewal of NCPA contract #08-20

Dear Matt:

Region XIV Education Service Center is happy to announce that Vasco Asphalt Company has been awarded an annual contract renewal for Athletic Surfacing & Asphalt Maintenance based on the proposal submitted to Region XIV ESC.

The contract will expire on August 31st, 2023, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads 'Shane Fields'.

**Shane Fields
Region XIV, Executive Director**

ITEM 7.D

Disposal of City Assets

Request

Approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager "shall not dispose of property belonging to the City, except on the authority of the City Commission." Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction.

Recommendation

Staff recommends Commission approval to remove these items from the City's equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. March Asset Disposal

City of Kissimmee
Surplus Property Auction List
Mar-23 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
AP034	2014 BUSH HOG FINISH MOWER AP034			22891
PR162	2007 GMC ENVOY PR162		1GKS13S172224671	19180
PR240	2012 BIL-JAX AERIAL LIFT PR240		5CUAL2311CA000060	22052
PR256	2013 ELECTRIC SCISSOR LIFT PR256		CE500581	22904
PD113	2012 JEEP LIBERTY PD113		1C4PJLAK1CW191409	24839
POLICE	MISC ITEMS FROM PD113			N/A
PD485	2009 CHEVY HHR PD485		3GCCA05B595614665	24832
POLICE	MISC ITEMS FROM PD485			N/A
PD536	2013 GMC SIERRA PD536		3GTP2VEA0DG247415	22064
POLICE	MISC ITEMS FROM PD536			N/A
PD567	2015 FORD EXPLORER PD567		1FM5K8AR2FGA66217	23157
POLICE	MISC ITEMS FROM PD567			N/A
SA110	2014 AUTOCAR GARBAGE TRUCK SA110		JVCACR863EH216812	23136
ST009	2003 FORD F350 4X4 ST009		1FDWX37P83EC90243	17814
ST069	2005 FORD F350 4X4 ST069		1FTWW31535ED28365	19409
DR044	2010 FORD SPORT TRAC DR044		1FM EU5BE7AUF00047	20723 OR 26127
AIRPORT	METAL BAY HANGAR DOOR (10)			N/A
CITY MANAGER	WOOD CORNER UNIT DESK			N/A
FINANCE	FUJITSU SCANNER			N/A
FINANCE	SMALL GREY DESK TABLE			N/A

City of Kissimmee
Surplus Property Auction List
Mar-23 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FINANCE	BROKEN KEYBOARDS (2)			N/A
POLICE	NIKON COOLPIX DIGITAL CAMERA	L22	3228846	N/A
ENG/SMWTR	AUTO SAMPLERS/COOLERS			20581

ITEM 7.E

Business Leases for 1021 West Oak Street, Suite A, Suite B, and Suite E

Request

Approval of the three (3) business leases for 1021 West Oak Street, Suite A (Uptown Tax Services, LLC.), Suite B (Sakura Pets Inc.), and Suite E (Gentlemen's Quaters of Kissimmee, Inc.).

Explanation

The City Commission previously passed Resolution 02-14 approving the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to obtain property necessary through eminent domain for the construction of improvements to the intersection of John Young Parkway and W. Oak Street. In 2019, the City purchased the property located at 1021 West Oak Street, using FDOT funding as part of the eminent domain action. As a result, the leases of the tenants in the building were assigned and assumed by the City, and the City became their landlord. In exchange for the tenants being able to remain on the property through 2022 with no increase in rent, the tenants waived any claims for business damages they might have had in the eminent domain action, and the City committed to constructing a parking cure on the property. The tenants have been paying rent to the City since that time. The construction of the parking cure project is ongoing, therefore Staff is recommending renewing the expired leases of the tenants. The leases shall be for a period of five (5) years, unless terminated early. The leases for the following tenants are being renewed:

The commercial tenant at 1021 West Oak Street, Suite A, is Fernando C. Mercado, individually and as owner of Uptown Tax Services, LLC., a Florida limited liability company, d/b/a United Tax Pros, a Florida Corporation.

The commercial tenant at 1021 West Oak Street, Suite B, is Sakura Pets Inc., d/b/a Doggone Beautiful, a Florida Corporation.

The commercial tenant at 1021 West Oak Street, Suite E, is Gentlemen's Quarters of Kissimmee Inc., d/b/a Uniform Outfitters, a Florida Corporation.

Recommendation

Staff recommends approval of the business leases for 1021 West Oak Street, Suites A, B, and E.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. (S) COK Business Lease for 1021 W. Oak St., Ste. E (GQ Uniform Outfitters)
2. (S) COK Business Lease for 1021 W. Oak St., Ste. B (Doggone Beautiful)
3. (S) COK Business Lease for 1021 W. Oak St., Ste. A (Uptown Tax Services)

**CITY OF KISSIMMEE BUSINESS LEASE
FOR 1021 WEST OAK STREET, SUITE E**

THIS LEASE AGREEMENT (the “**LEASE**”) is made this ____ day of _____, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “**Lessor**” or “**City**” and **GENTLEMEN’S QUARTERS OF KISSIMMEE, INC. d/b/a UNIFORM OUTFITTERS**, a Florida Corporation, whose address is 11 West New Hampshire Street, Orlando, Florida 32804, hereinafter referred to as “**Tenant**.” City and Tenant are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** In consideration of the rents, covenants, and agreements contained herein, Lessor leases to Tenant and the Tenant rents from the Lessor the premises located at 1021 West Oak Street, Suite E, Kissimmee, Florida 34741, which consists of approximately 1,370 square feet of leasable area (the “Leased Premises”). This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and “tenant” only between Lessor and Tenant; and no estate shall pass out of Lessor; and Tenant shall have a leasehold interest only, not subject to levy and sale and not assignable except as specifically provided herein. This lease is contingent upon Tenant obtaining the necessary permits as may be applicable to operate their business from the appropriate governmental agencies.
- B. **CONDITION OF PREMISES.** Tenant accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Tenant further warrants that the Leased Premises are suitable for Tenants proposed use described herein.
- C. **PARKING FACILITIES.** Tenant shall be entitled to the use of the adjacent parking facility (Parking Facility) as part of the lease. The Tenant, it’s agents, contractors, employees, invitees, licensees or concessionaires shall, without exception, utilize only one (1) parking space per vehicle. Tenant acknowledges that pursuant to eminent domain proceedings the City agreed to construct a Parking Cure Plan, attached hereto as Exhibit A, and made a binding part hereof, which was approved by the prior tenants and building owner. Tenant agrees to waive any right to claims, including but not limited to business damages against the City as a result of the construction of the Parking Cure Plan, or the widening of West Oak Street, which may temporarily impact parking and access to their business.

**PART TWO
TERM OF LEASE**

- A. **TERM.** The initial term of this Lease shall be for a period of five (5) years commencing on the first day of October 2022 and ending on the last day of September 2027, unless

sooner terminated as provided herein. This Lease shall terminate at midnight on September 30, 2027 (Termination Date.)

- B. **RENEWAL OPTION.** Provided Tenant is not in default of the Agreement, Tenant is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for one (1) additional terms of five years, for a total of ten (10) years. This option shall be exercised by written notice to the City not less than sixty (60) days prior to the expiration of the existing term. Upon receipt of the extension options, the Parties shall negotiate the rent for the renewal period based on fair market value.
- C. **HOLDING OVER.** In the event Tenant shall continue to occupy the Leased Premise beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Tenant during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. **RENT.** Tenant agrees to pay City the initial rent under this Lease for the Leased Premises of \$1,000.00 monthly, ("Monthly Rent") which includes the common area maintenance fee (lawn mowing, water, sewer, and garbage collection) plus sales tax and any other applicable tax including property tax. Payment of rent will commence on the effective date of the lease. Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the City on or before the tenth day of every month.
- B. **RENT ADJUSTMENTS.** Lessor and Tenant recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Tenant also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds.
- The parties agree that beginning on the second (2) year from the Effective Date and every year thereafter, with the exception of every fifth (5th) year as set forth below, ("CPI Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2022 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, 2022, but shall never decrease.
- Notwithstanding the above, the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Tenant of their intention to invoke the right of obtaining

an appraisal, sixty days prior to seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Tenant improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located in Kissimmee (the "Fair Market Value"). The City shall select a qualified appraiser ("Appraiser") and notify Tenant of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Tenant and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. **RENT CAPS.** In no event, however, shall the Rent Adjustment be negative or more than ten percent (10%) for a rent adjustment.
- D. **TAXES AND OTHER EXPENSES.** Tenant agrees to pay Lessor all real estate taxes levied on the property by the tax collector. Additionally, Tenant shall be liable at their sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes levied upon the Tenant's personal property, including trade fixtures, personal property or inventory kept on the Leased Premises. Tenant shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. The obligation of Tenant with respect to any taxes payable pursuant to this paragraph shall survive the expiration or sooner termination of the term of this Lease.

PART FIVE PAYMENTS

- A. **TIME AND PLACE OF PAYMENT.** All payments of rents, fee, taxes, and other charges are to be made to the City of Kissimmee, 101 Church Street, Kissimmee, FL 34741, or such other place Lessor may direct Tenant in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If payment is not received by City by midnight on the 10th of each month, a late fee of \$50.00 shall be due from Tenant to City as additional rent. Should the rent not be paid within fifteen (15) days of the due date, the penalty shall increase to \$75.00 or \$100.00 after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute

or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual. If tenant fails to pay the rent when due on a timely basis more than two times during the current lease year, such failure shall constitute a breach of this Lease and Lessor may terminate the lease immediately, upon providing Tenant with 10 (ten) days prior written notice.

- C. **PARTIAL PAYMENT OF RENT.** Payment by Tenant or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be payment on account of the earliest rent, and shall not waive the remainder of the balance owed or satisfy the rent owed for the month. Lessor may accept partial payment of rent without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

PART SIX PRIVILEGES

- A. **USE OF PREMISES.** Lessor grants to the Tenant the right and privilege to use the Leased Premises for general office purposes and the storing uniform clothing and embroidering services, and for such other lawful purpose as shall be agreed upon between the Tenant and Lessor.
- B. **PROHIBITED USES.** Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is illegal, unlawful or deemed to be disreputable in any manner or permit which subjects Lessor to extra-hazardous exposure. Tenant shall conduct its business in a manner as not to create a nuisance, or unreasonably interfere with, or disturb any other tenant of the property. Tenant shall not use or permit the use of any portion of said premises as sleeping or living quarters or lodging.
- C. **INGRESS AND EGRESS.** Tenant shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Tenant, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.
- D. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair all utility equipment of any kind, in, upon or under the leased premises as may be necessary for servicing of the Leased Premises. Lessor shall also have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem necessary pursuant to the terms of this Lease. Anytime during the term of this Lease, Lessor may place upon the Leased Premises signs for the sale or rent of the property, which Tenant shall permit to remain thereon.
- E. **QUIET ENJOYMENT.** Tenant upon paying the rents and performing all of the terms on

its part to be performed shall peaceably and quietly enjoy the Leased Premises subject to the Terms of the Lease and to any covenants, conditions, restrictions, and encumbrances appearing in the public records.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. **NET LEASE.** The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to the City, except for the City's obligations set forth or specifically provided elsewhere herein. The Tenant accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Tenant shall keep and maintain the Leased Premises as set forth in PART SEVEN, pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN, and satisfy all of its other obligations under this Agreement.
- B. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance and repair to the Leased Premises:
1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems.
 2. Tenant shall at all times keep the premises clean, neat and in an orderly condition, including the entryways, sidewalk and delivery area. Tenant shall keep the premises clean and free of rodents, bugs and vermin.
 3. Maintain a standard service contact for normal and ordinary use, maintenance of and minor repairs to the air conditioning and heating systems. Tenant shall be responsible for the replacement of light bulbs and shall not permit any lighting fixture to contain burned out or non-functioning light bulbs.
 4. Tenant will not store or dispose of any debris or waste materials on the lease Premises, except by means of Waste receptacles or containers authorized by Lessor.
 5. Tenant shall not permit, allow or cause any noxious, disturbing, or offensive odors, fumes or gases or any smoke dust steam or vapors or loud or disturbing noise, sound or vibration to originate in or to be permitted from the Leased Premises.
 6. Tenant shall comply with all federal, state, and local fire codes and regulations. Tenant shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.
 7. Tenant will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning

codes.

8. Lessor retains the right to, reasonably in both time and scope, upon written notice to Tenant; require Tenant to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Tenant and may upon written notice require specific maintenance work to be completed by Tenant. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Tenant shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Tenant shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
 9. Tenant agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Tenant obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.
- C. **CONSTRUCTION, ALTERATIONS, REPAIRS.** Tenant shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Tenant alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor. Lessor must be provided with a written estimate of the costs and the estimate will be reviewed. If Tenant receives approval of the alternations, all costs must be paid in full in advance before any work is commenced. Tenant alterations shall be performed by a duly licensed Florida contractor approved by the Lessor. Any approved Tenant alterations shall be made in accordance with all applicable laws, ordinances and building codes and shall be performed in good and workmanlike manner without disruption to other tenants or landlord.
- D. **UTILITIES.** Tenant shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Tenant shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Tenant will pay a proportional costs of any fees enacted to cover the cost of governmental services. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense, in accordance with plans and specifications to be approved in writing by Lessor prior to such installation and use by Tenant.
- E. **TRASH AND GARBAGE REMOVAL.** Tenant shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Tenant shall not permit the accumulation of any trash, or debris on the Leased Premises

and shall remove such debris to a disposal site off the Leased Premises. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused from its operation. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

F. **SIGNS.** No signs, billboards, flyers shall be erected or maintained by Tenant except according to the Lessor's requirements for location and use of signs on the Leased Premises. Before erection of any sign, billboard or flyer on city property, Tenant must obtain any applicable permits required by the City.

G. **HAZARDOUS MATERIALS.** Tenant represents and warrants that it will not cause, allow or permit the unlawful presence, use, generation, discharge, storage, release or disposal of any Hazardous Materials. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Leased Premises or property adjacent to the Leased Premises, through activities of the Tenant, the Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenants sole cost and expense. Tenant hereby agrees to indemnify and hold harmless Lessor and its employees, agents and contractors from and against any all liabilities, to the full extent that such liabilities are directly attributable to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials in or on the Leased Premises or the property by Tenant or its employees, agents, contractors during the term of this lease. Further, Tenant shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Tenant fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Tenant. The Tenant shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

H. **NO LIENS.**

1. Tenant shall have no authority to subject the Leased Premises, or any part thereof, to a lien by reason of Tenants acts or omissions, or because of a claim against the Tenant. Tenant shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Tenant shall be performed pursuant to a "no-lien" contract and Tenant shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
2. If, at any time, Tenant shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Tenant shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Tenant fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the

performance of this Agreement.

3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

I. **INDEMNITY.**

1. Tenant covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, attorney's fees, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Tenant' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Tenant' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence.
2. The City will refer to Tenant promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its interest. Tenant shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Tenant to the City under this Agreement. Any final judgment rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to a liability and amount.
3. Tenant shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage of either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining property.
4. Tenant shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises or in the building with the Leased Premises are a part of or defects therein or in any fixtures or equipment.

- J. **INSURANCE.** Tenant shall procure and maintain in effect, at their own expense, for the term of this Agreement. Any insurance procured by Tenant as herein required shall be issued in the name of the Lessor and Tenant by insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual and independent contractors. All policies shall contain endorsements that a) such insurance may not be canceled or amended with respect to Lessor during the entire term include the

City of Kissimmee as an additional insured as its interests appear. Tenant shall furnish Lessor with a Certificate of Insurance from the Tenant's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar properties.

1. Workers Compensation: Tenant Contractor will provide Worker's Compensation coverage for all employees at the site location or adequate Employers' Liability Insurance.
2. Public Liability Insurance: Tenant shall maintain Public Liability Insurance on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) for personal injury or death to any one person, protecting Lessor and Tenant against any and all claims for injury and damage to person or property that may arise out of an act of negligence, omission, nonchalance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees, and One Million Dollars (\$1,000,000.00) for personal injury or death to more than one person.
3. Property Damage Insurance: Tenant shall maintain in the amount of One Million Dollars (\$1,000,000.00) with respect to damage to property, and insurance against damage or breakage of plate glass in the Leased Premises for the full insurable and replacement value thereof.
4. Comprehensive General Liability: Tenant will provide coverage of One Million Dollars (\$1,000,000.00).
5. Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than One Million Dollars (\$1,000,000.00).

K. **COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Tenant shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Tenant's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Tenant's breach of any terms or covenants contained within this Agreement shall be borne by Tenant.

L. **RENOVATIONS.**

1. All proposed renovation, refurbishing, alterations, remodeling, and construction

shall be reviewed and approved by the City and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Tenant expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

- A. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Tenant's use and enjoyment of the Leased Premises.
- B. **REPAIRS.** Lessor shall be responsible for the maintenance, repair or replacement of the Building and Common Areas as may be required with respect to the parking, driveways, landscaping, sidewalks, roof, electrical, plumbing, HVAC, exterior walls or structural portions of the Leased Premises. Tenant shall notify Lessor immediately of the need for such repair. Lessor shall make such repair or replacement as soon as reasonably possible at Lessor's expense. Lessor shall not be responsible for any damage to the Building or Leased Premises caused by the negligent acts or omissions of Tenant, or its employees, agents, invitees, or representatives.

PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Tenant or Tenant's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Tenant's use of its exclusive space therein even though not rendering such space untenantable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense.

- B. If damage caused shall be so extensive as to render the Tenant's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored.
- C. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Tenant shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.
- D. If the damage is caused by the negligence of tenant or its' employees, agents, invitees, or concessionaires, Tenant shall repair and refixture the interior of the Leased Premises in a manner and at least a condition equal to that existing prior to its destruction.

PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. **TERMINATION**. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. **TERMINATION BY TENANT**. Tenant may terminate this Agreement after:
 - 1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Tenant.
 - 2. Upon Tenant giving sixty (60) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of an enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Tenant which directly results in the inability of the Tenant to use the Leased Premises for a period longer than sixty (60) days.
 - 3. If the Leased Premises is rendered wholly untenable as a result of damage or destruction not caused by the Tenants, or its employees, agents, invitees, and Lessor has not commenced repairs within ten (10) business days of the occurrence or event, Tenant may give Lessor ten (10) days written notice of cancellation of this Lease, and thereafter Tenant shall not have further responsibilities or obligations under this Lease.

- C. **EXERCISING TENANT'S RIGHTS OF TERMINATION.** Tenant may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. **TERMINATION BY LESSOR.** In addition to taking any other legal remedies, Lessor may terminate this Agreement in the event Tenant:
1. Is in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
 2. Defaulted in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
 3. Vacates or abandons the Leased Premises or ceases doing business therein for a period of thirty (30) consecutive days, regardless of whether rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, on one other than Tenant.
 4. Made a general assignment for the benefit of creditors;
 5. Filed a voluntary or involuntary petition in bankruptcy;
 6. Appointed or to cause the appointment of a receiver for Tenant;
 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.
- E. **WAIVER OF STATUTORY NOTICE TO QUIT.** In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Tenant agrees that it will forthwith surrender possession of the Leased Premises to Lessor, without the necessity of a legal proceeding.
- F. **SUBLETTING AND ASSIGNMENT.** Tenant may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Tenant may, with the prior written consent of Lessor, assign this Agreement; in such event, Tenant shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the

Tenant shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, any trade fixtures, including but not limited to office furniture, machines, signs or other personal property of the Tenant on or in the Leased Premises shall remain the property of Tenant and Lessor agrees that Tenant shall have the right to remove all or part of Tenant's property at any time during the term of this Lease. At the termination of this Agreement for any reason, after payment of all rents and charges, Tenant shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Tenant, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of the Lessor.
- C. **LANDLORD LIEN.** If the Tenant has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Tenant to satisfy any obligations of the Tenant and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Tenant.

PART TWELVE GENERAL PROVISIONS

- A. **LESSOR'S RESERVED RIGHTS.**
 - 1. City reserves the right: (i) to further develop, improve, repair and alter the complex where the Leased Premises is located, including all roadways, driveways, parking areas, sidewalks, and landscaping as it may reasonably see fit. Provided that City shall use reasonable efforts to preserve Tenant's rights hereunder, City shall be free from any and all liability to Tenant for loss of business or damages of any nature whatsoever to Tenant occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Leased Premises by Tenant (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer,

electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Tenant.

- B. **WAIVER OF JURY TRIAL, VENUE.** It is mutually agreed by and between Tenant and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.
- C. **TAXES, LICENSES, AND PERMITS.** Tenant shall pay all personal property taxes, which may be assessed against merchandise, or other personal property belonging to the Tenant located on the Leased Premises. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Tenant. Tenant shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.
- D. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, and deemed delivered upon its deposit Addressed to Lessor in the following manner:

City of Kissimmee
City Attorney's Office
101 Church Street
Kissimmee, Florida 34741
(407) 518-2318

and notices, consents and approvals addressed to Tenant in the following manner:

Uniform Outfitters
1106 John Young Parkway
Kissimmee, Florida 34741
(407) 846-7450

or such other addresses as the parties may designate to each other in writing.

- F. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

- G. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- H. **AMERICANS WITH DISABILITIES ACT.** As used herein, “ADA” shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Tenant’s operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Tenant shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Tenant’s behalf, without liability for any disruption to the Tenant’s activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the City as additional Rent hereunder.
- I. **ATTORNEY FEE PROVISION.** In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney’s Fees incurred in connection therewith.
- J. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- K. **FORCE MAJEURE.** A party shall not be liable for any failure to perform under this Lease, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is unforeseeable or beyond the control of such party, including acts of God, pandemic, adverse weather conditions, earthquakes, flood, fire, explosion, war, riots, strikes, or other labor disturbances, shortages or fluctuations of electricity, or other utilities, or compliance with the decision of a competent judicial or administrative authority. Financial difficulties shall not be sufficient to constitute adequate basis for abatement of rent or invoking any clause or doctrine tending to insulate that party from liability under this Lease. The party seeking partial release from its obligations pursuant to this Paragraph shall remedy with all reasonable dispatch the cause of such
- L. **BROKERS and AGENTS.** City and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event

its representation and warranty contained herein is not true.

- M. **ATTORNNMENT**: Tenant shall in the event of the sale or assignment of City's interest in the building of which the Leased Premises form a part, the Tenant shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
- N. **SEVERABILITY**. If any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Lease and the remaining parts shall remain in full force as fully permitted by law as though the invalid, illegal or unenforceable portion had never been part of this Lease.
- O. **WAIVER**. Failure of Lessor to insist upon strict performance of any provision or to exercise any option, or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, regulation or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. Not provision of this Lease shall be deemed waived unless such waiver is in writing and signed by the Lessor.
- P. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the parties concerning the Lease Premises and supersedes all prior written or oral agreements between the parties to this Lease Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Tenant.
- Q. **LESSOR TO HAVE LIEN**. Lessor shall have a lien against all goods, equipment, furniture, and other personal property that Tenant brought, stored, or kept on the Leased Premises during the Term of the Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Tenant to Lessor under this Lease. In the event of any default by Tenant, Lessor, may foreclose the lien in the same manner that a mortgage would be foreclosed, and in the event, Tenant shall be obligated for all court costs and reasonable attorney's fees.
- R. **END OF TERM**. At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Tenant shall remove all its personal property, trade fixtures, signs, alterations, additions and decorations and shall repair any damage caused thereby and shall clean the floors, walls, light fixtures, doors and windows. If Tenant fails to remove its personal property upon the expiration of the lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.
- S. **SOVEREIGN IMMUNITY**. Nothing herein is intended to serve as a waiver of sovereign immunity that may be applicable to Lessor. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes.
- T. **EFFECTIVE DATE**. The Effective Date shall mean October 1, 2022.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

LESSOR-

Shannon Appel

State of Florida)
County of Osceola)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2023, by _____, as President of _____, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

Marisela Roura
Notary Public, State of Florida



MARISELA ROURA
Commission # HH 250296
Expires August 12, 2024

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

Exhibit A

APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS

THIS APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS (this "Agreement") is made this 18th day of June, 2019 by and between GENTLEMEN'S QUARTERS OF KISSIMMEE, INC. d/b/a GQ UNIFORMS, under the Lease dated September 25, 2015, whose address is 1021-E West Oak Street, Kissimmee, Florida 34741, (hereinafter "Tenant"), and CITY OF KISSIMMEE, a political subdivision of the State of Florida, whose address is 101 North Church Street, Kissimmee, Florida 34741, its successors and assigns (hereinafter the "City"). JEAN W HARBIN, Trustee under the Trust Agreement of Jean W. Harbin dated July 7, 1994, (hereinafter the "Owner") joins in and consents to this Agreement.

RECITALS:

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** The Tenant leases property located at 1021 W Oak Street, Kissimmee, FL 34741 (Osceola County Parcel Numbers 21-25-29-1420-0001-0267, 21-25-29-1420-0001-026B, and 21-25-29-1420-0001-0265).
2. **SALE OF THE PROPERTY.** The Owner of the Property has agreed to sell the entire Property to the City of Kissimmee.
3. **CURE APPROVAL.** The City agrees to construct the Parking Cure Plan attached as Exhibit "1" prior to construction of the West Oak Street Improvement Project. The Tenant has reviewed the Parking Cure Plan and approves of the same. In exchange, the Tenant waives any and all claims against the City and the Owner for the acquisition of the Property for the widening of West Oak Street, including but not limited to business damages, proceeds from the condemnations, attorney's fees, expert's fees, and costs.
4. **LEASE TERMINATION.** The City also agrees to allow Tenant to continue leasing its current premises at its current rental rate until at least September 30, 2022.

[Signatures on Following Page]

The parties have caused this Agreement to be executed this ____ day of _____, 2019.

Signed, sealed and delivered
In the presence of:

Zuleima Borges.

Print Name: Zuleima Borges.

Shannon Appel

Print Name: Shannon Appel

GENTLEMEN'S QUARTERS OF
KISSIMMEE, INC. d/b/a GQ
UNIFORMS

Signature: Sherreen Appel

Print Name: Sherreen Appel

Title: Pres.

Signed, sealed and delivered
In the presence of:

Fran Case

Print Name: FRAN CASE

Susan a Bacon

Print Name: Susan a Bacon

JEAN W. HARBIN, TRUSTEE UNDER
THE TRUST AGREEMENT OF JEAN
W. HARBIN DATED JULY 7, 1994:

Signature: Jean W. Harbin

Print Name: Jean W. Harbin

Title: Owner

Approved as to form and legality by the
City Attorney

By: [Signature]
Donald T. Smallwood, Esquire City
Attorney

CITY:

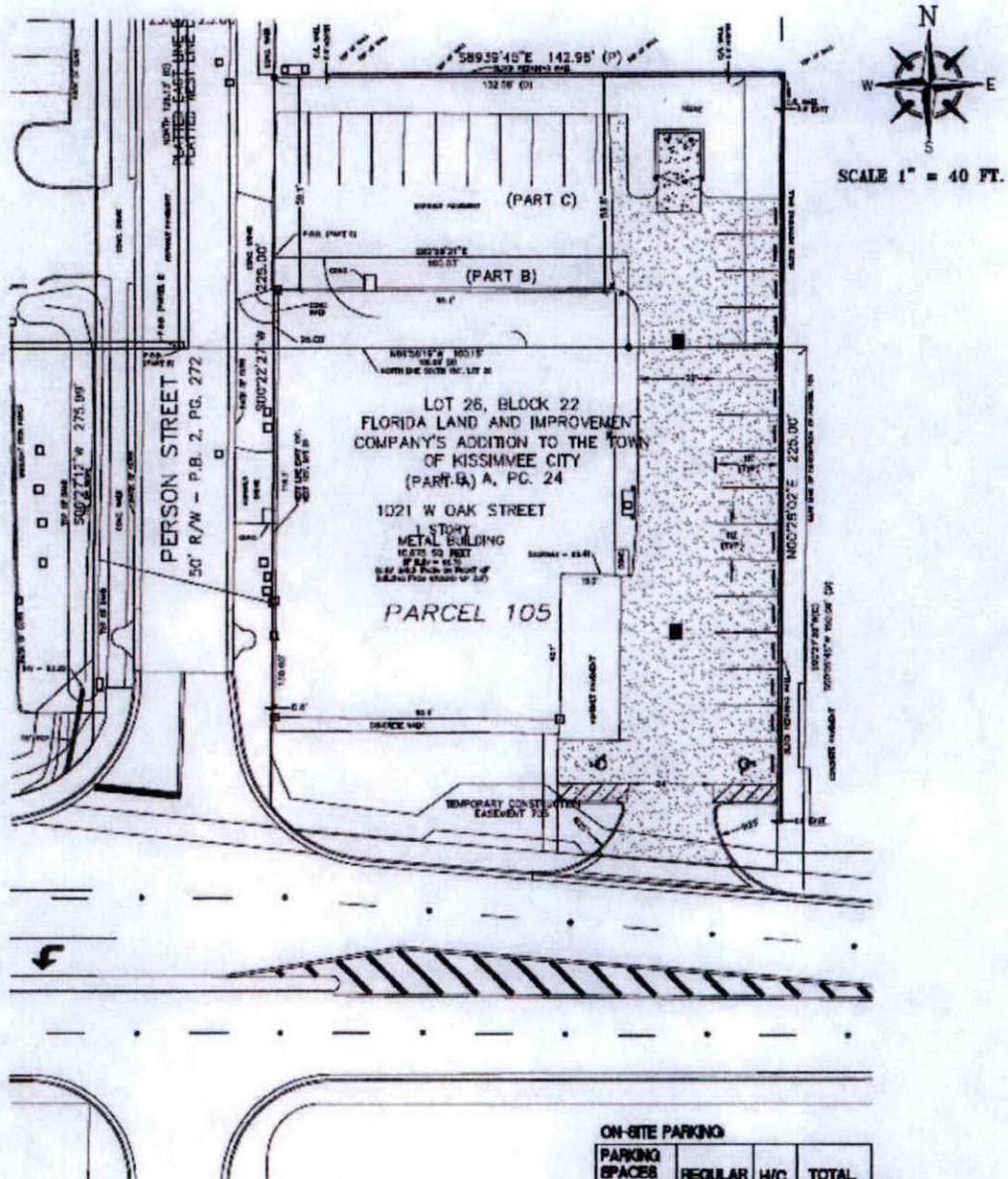
City of Kissimmee, a political
subdivision of the State of Florida,

By: [Signature]

Name: Jose Alvarez

Title: Mayor-Commissioner
Authorized Representative for the City
of Kissimmee, a political subdivision of
the State of Florida

EXHIBIT 1
TO APPROVAL OF PARKING PLAN AND WAIVER OF CLAIMS



**CITY OF KISSIMMEE BUSINESS LEASE
FOR 1021 WEST OAK STREET, SUITE B**

THIS LEASE AGREEMENT (the “LEASE”) is made this ____ day of _____, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “Lessor” or “City” and **SAKURA PETS INC.** d/b/a **DOGGONE BEAUTIFUL**, a Florida Corporation, whose address is 202 Montgomery Court, Kissimmee, Florida 34758, hereinafter referred to as “Tenant.” City and Tenant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** In consideration of the rents, covenants, and agreements contained herein, Lessor leases to Tenant and the Tenant rents from the Lessor the premises located at 1021 West Oak Street, Suite B, Kissimmee, Florida 34741, which consists of approximately 934 square feet of leasable area (the “Leased Premises”). This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and “tenant” only between Lessor and Tenant; and no estate shall pass out of Lessor; and Tenant shall have a leasehold interest only, not subject to levy and sale and not assignable except as specifically provided herein. This lease is contingent upon Tenant obtaining the necessary permits as may be applicable to operate their business from the appropriate governmental agencies.
- B. **CONDITION OF PREMISES.** Tenant accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Tenant further warrants that the Leased Premises are suitable for Tenants proposed use described herein.
- C. **PARKING FACILITIES.** Tenant shall be entitled to the use of the adjacent parking facility (Parking Facility) as part of the lease. The Tenant, it’s agents, contractors, employees, invitees, licensees or concessionaires shall, without exception, utilize only one (1) parking space per vehicle. Tenant acknowledges that pursuant to eminent domain proceedings the City agreed to construct a Parking Cure Plan, attached hereto as Exhibit A, and made a binding part hereof, which was approved by the prior tenants and building owner. Tenant agrees to waive any right to claims, including but not limited to business damages against the City as a result of the construction of the Parking Cure Plan, or the widening of West Oak Street, which may temporarily impact parking and access to their business.

**PART TWO
TERM OF LEASE**

- A. **TERM.** The initial term of this Lease shall be for a period of five (5) years commencing on the first day of October 2022 and ending on the last day of September 2027, unless sooner terminated as provided herein. This Lease shall terminate at midnight on September

30, 2027 (Termination Date.)

- B. **RENEWAL OPTION.** Provided Tenant is not in default of the Agreement, Tenant is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for one (1) additional terms of five years, for a total of ten (10) years. This option shall be exercised by written notice to the City not less than sixty (60) days prior to the expiration of the existing term. Upon receipt of the extension options, the Parties shall negotiate the rent for the renewal period based on fair market value.
- C. **HOLDING OVER.** In the event Tenant shall continue to occupy the Leased Premise beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Tenant during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. **RENT.** Tenant agrees to pay City the initial rent under this Lease for the Leased Premises of \$1,258.00 monthly, ("Monthly Rent") which includes the common area maintenance fee (lawn mowing, water, sewer, and garbage collection) plus sales tax and any other applicable tax including property tax. Payment of rent will commence on the effective date of the lease. Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the City on or before the tenth day of every month.
- B. **RENT ADJUSTMENTS.** Lessor and Tenant recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Tenant also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds.

The parties agree that beginning on the second (2) year from the Effective Date and every year thereafter, with the exception of every fifth (5th) year as set forth below, ("CPI Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2022 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, 2022, but shall never decrease.

Notwithstanding the above, the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Tenant of their intention to invoke the right of obtaining an appraisal, sixty days prior to seeking the appraisal. On each Appraisal Year, in lieu of

the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Tenant improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located in Kissimmee (the "Fair Market Value"). The City shall select a qualified appraiser ("Appraiser") and notify Tenant of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Tenant and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. **RENT CAPS.** In no event, however, shall the Rent Adjustment be negative or more than ten percent (10%) for a rent adjustment.
- D. **TAXES AND OTHER EXPENSES.** Tenant agrees to pay Lessor all real estate taxes levied on the property by the tax collector. Additionally, Tenant shall be liable at their sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes levied upon the Tenant's personal property, including trade fixtures, personal property or inventory kept on the Leased Premises. Tenant shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. The obligation of Tenant with respect to any taxes payable pursuant to this paragraph shall survive the expiration or sooner termination of the term of this Lease.

PART FIVE PAYMENTS

- A. **TIME AND PLACE OF PAYMENT.** All payments of rents, fee, taxes, and other charges are to be made to the City of Kissimmee, 101 Church Street, Kissimmee, FL 34741, or such other place Lessor may direct Tenant in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If payment is not received by City by midnight on the 10th of each month, a late fee of \$50.00 shall be due from Tenant to City as additional rent. Should the rent not be paid within fifteen (15) days of the due date, the penalty shall increase to \$75.00 or \$100.00 after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees

are to be paid to Lessor within 30 days of the initial date of accrual. If tenant fails to pay the rent when due on a timely basis more than two times during the current lease year, such failure shall constitute a breach of this Lease and Lessor may terminate the lease immediately, upon providing Tenant with 10 (ten) days prior written notice.

- C. **PARTIAL PAYMENT OF RENT.** Payment by Tenant or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be payment on account of the earliest rent, and shall not waive the remainder of the balance owed or satisfy the rent owed for the month. Lessor may accept partial payment of rent without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

PART SIX PRIVILEGES

- A. **USE OF PREMISES.** Lessor grants to the Tenant the right and privilege to use the Leased Premises for general office purposes and for the grooming of dogs and cats, and for such other lawful purpose as shall be agreed upon between the Tenant and Lessor.
- B. **PROHIBITED USES.** Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is illegal, unlawful or deemed to be disreputable in any manner or permit which subjects Lessor to extra-hazardous exposure. Tenant shall conduct its business in a manner as not to create a nuisance, or unreasonably interfere with, or disturb any other tenant of the property. Tenant shall not use or permit the use of any portion of said premises as sleeping or living quarters or lodging.
- C. **INGRESS AND EGRESS.** Tenant shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Tenant, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.
- D. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair all utility equipment of any kind, in, upon or under the leased premises as may be necessary for servicing of the Leased Premises. Lessor shall also have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem necessary pursuant to the terms of this Lease. Anytime during the term of this Lease, Lessor may place upon the Leased Premises signs for the sale or rent of the property, which Tenant shall permit to remain thereon.
- E. **QUIET ENJOYMENT.** Tenant upon paying the rents and performing all of the terms on its part to be performed shall peaceably and quietly enjoy the Leased Premises subject to the Terms of the Lease and to any covenants, conditions, restrictions, and encumbrances

appearing in the public records.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. **NET LEASE.** The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to the City, except for the City's obligations set forth or specifically provided elsewhere herein. The Tenant accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Tenant shall keep and maintain the Leased Premises as set forth in PART SEVEN, pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN, and satisfy all of its other obligations under this Agreement.
- B. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance and repair to the Leased Premises:
1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems.
 2. Tenant shall at all times keep the premises clean, neat and in an orderly condition, including the entryways, sidewalk and delivery area. Tenant shall keep the premises clean and free of rodents, bugs and vermin.
 3. Maintain a standard service contract for normal and ordinary use, maintenance of and minor repairs to the air conditioning and heating systems. Tenant shall be responsible for the replacement of light bulbs and shall not permit any lighting fixture to contain burned out or non-functioning light bulbs.
 4. Tenant will not store or dispose of any debris or waste materials on the lease Premises, except by means of Waste receptacles or containers authorized by Lessor.
 5. Tenant shall not permit, allow or cause any noxious, disturbing, or offensive odors, fumes or gases or any smoke dust steam or vapors or loud or disturbing noise, sound or vibration to originate in or to be permitted from the Leased Premises.
 6. Tenant shall comply with all federal, state, and local fire codes and regulations. Tenant shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.
 7. Tenant will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning codes.

8. Lessor retains the right to, reasonably in both time and scope, upon written notice to Tenant; require Tenant to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Tenant and may upon written notice require specific maintenance work to be completed by Tenant. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Tenant shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Tenant shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
9. Tenant agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Tenant obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.
- C. **CONSTRUCTION, ALTERATIONS, REPAIRS.** Tenant shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Tenant alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor. Lessor must be provided with a written estimate of the costs and the estimate will be reviewed. If Tenant receives approval of the alternations, all costs must be paid in full in advance before any work is commenced. Tenant alterations shall be performed by a duly licensed Florida contractor approved by the Lessor. Any approved Tenant alterations shall be made in accordance with all applicable laws, ordinances and building codes and shall be performed in good and workmanlike manner without disruption to other tenants or landlord.
- D. **UTILITIES.** Tenant shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Tenant shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Tenant will pay a proportional costs of any fees enacted to cover the cost of governmental services. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense, in accordance with plans and specifications to be approved in writing by Lessor prior to such installation and use by Tenant.
- E. **TRASH AND GARBAGE REMOVAL.** Tenant shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Tenant shall not permit the accumulation of any trash, or debris on the Leased Premises and shall remove such debris to a disposal site off the Leased Premises. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal

of all trash, garbage, and other refuse caused from its operation. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

- F. **SIGNS**. No signs, billboards, flyers shall be erected or maintained by Tenant except according to the Lessor's requirements for location and use of signs on the Leased Premises. Before erection of any sign, billboard or flyer on city property, Tenant must obtain any applicable permits required by the City.
- G. **HAZARDOUS MATERIALS**. Tenant represents and warrants that it will not cause, allow or permit the unlawful presence, use, generation, discharge, storage, release or disposal of any Hazardous Materials. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Leased Premises or property adjacent to the Leased Premises, through activities of the Tenant, the Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenants sole cost and expense. Tenant hereby agrees to indemnify and hold harmless Lessor and its employees, agents and contractors from and against any all liabilities, to the full extent that such liabilities are directly attributable to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials in or on the Leased Premises or the property by Tenant or its employees, agents, contractors during the term of this lease. Further, Tenant shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Tenant fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Tenant. The Tenant shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.
- H. **NO LIENS**.
1. Tenant shall have no authority to subject the Leased Premises, or any part thereof, to a lien by reason of Tenants acts or omissions, or because of a claim against the Tenant. Tenant shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Tenant shall be performed pursuant to a "no-lien" contract and Tenant shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
 2. If, at any time, Tenant shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Tenant shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Tenant fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.

3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

I. INDEMNITY.

1. Tenant covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, attorney's fees, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Tenant's use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Tenant's officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence.
2. The City will refer to Tenant promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its interest. Tenant shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Tenant to the City under this Agreement. Any final judgment rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to a liability and amount.
3. Tenant shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage of either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining property.
4. Tenant shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises or in the building with the Leased Premises are a part of or defects therein or in any fixtures or equipment.

- J. INSURANCE.** Tenant shall procure and maintain in effect, at their own expense, for the term of this Agreement. Any insurance procured by Tenant as herein required shall be issued in the name of the Lessor and Tenant by insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual and independent contractors. All policies shall contain endorsements that: a) such insurance may not be canceled or amended with respect to Lessor during the entire term include the City of Kissimmee as an additional insured as its interests appear. Tenant shall furnish Lessor with a Certificate of Insurance from the Tenant's carrier indicating that there

is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar properties.

1. Workers Compensation: Tenant Contractor will provide Worker's Compensation coverage for all employees at the site location or adequate Employers' Liability Insurance.
2. Public Liability Insurance: Tenant shall maintain Public Liability Insurance on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) for personal injury or death to any one person, protecting Lessor and Tenant against any and all claims for injury and damage to person or property that may arise out of an act of negligence, omission, nonchalance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees, and One Million Dollars (\$1,000,000.00) for personal injury or death to more than one person.
3. Property Damage Insurance: Tenant shall maintain in the amount of One Million Dollars (\$1,000,000.00) with respect to damage to property, and insurance against damage or breakage of plate glass in the Leased Premises for the full insurable and replacement value thereof.
4. Comprehensive General Liability: Tenant will provide coverage of One Million Dollars (\$1,000,000.00).
5. Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than One Million Dollars (\$1,000,000.00).

K. **COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Tenant shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Tenant's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Tenant's breach of any terms or covenants contained within this Agreement shall be borne by Tenant.

L. **RENOVATIONS.**

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the City and may also have to be reviewed and

approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Tenant expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

- A. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Tenant's use and enjoyment of the Leased Premises.
- B. **REPAIRS.** Lessor shall be responsible for the maintenance, repair or replacement of the Building and Common Areas as may be required with respect to the parking, driveways, landscaping, sidewalks, roof, electrical, plumbing, HVAC, exterior walls or structural portions of the Leased Premises. Tenant shall notify Lessor immediately of the need for such repair. Lessor shall make such repair or replacement as soon as reasonably possible at Lessor's expense. Lessor shall not be responsible for any damage to the Building or Leased Premises caused by the negligent acts or omissions of Tenant, or its employees, agents, invitees, or representatives.

PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Tenant or Tenant's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Tenant's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense.

- B. If damage caused shall be so extensive as to render the Tenant's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored.
- C. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Tenant shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.
- D. If the damage is caused by the negligence of tenant or its' employees, agents, invitees, or concessionaires, Tenant shall repair and refixture the interior of the Leased Premises in a manner and at least a condition equal to that existing prior to its destruction.

PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. **TERMINATION**. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. **TERMINATION BY TENANT**. Tenant may terminate this Agreement after:
 - 1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Tenant.
 - 2. Upon Tenant giving sixty (60) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of an enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Tenant which directly results in the inability of the Tenant to use the Leased Premises for a period longer than sixty (60) days.
 - 3. If the Leased Premises is rendered wholly untenable as a result of damage or destruction not caused by the Tenants, or its employees, agents, invitees, and Lessor has not commenced repairs within ten (10) business days of the occurrence or event, Tenant may give Lessor ten (10) days written notice of cancellation of this Lease, and thereafter Tenant shall not have further responsibilities or obligations under this Lease.

- C. **EXERCISING TENANT'S RIGHTS OF TERMINATION.** Tenant may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. **TERMINATION BY LESSOR.** In addition to taking any other legal remedies, Lessor may terminate this Agreement in the event Tenant:
1. Is in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
 2. Defaulted in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
 3. Vacates or abandons the Leased Premises or ceases doing business therein for a period of thirty (30) consecutive days, regardless of whether rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, on one other than Tenant.
 4. Made a general assignment for the benefit of creditors;
 5. Filed a voluntary or involuntary petition in bankruptcy;
 6. Appointed or to cause the appointment of a receiver for Tenant;
 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.
- E. **WAIVER OF STATUTORY NOTICE TO QUIT.** In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Tenant agrees that it will forthwith surrender possession of the Leased Premises to Lessor, without the necessity of a legal proceeding.
- F. **SUBLETTING AND ASSIGNMENT.** Tenant may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Tenant may, with the prior written consent of Lessor, assign this Agreement; in such event, Tenant shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Tenant shall contain a provision to this effect. Further, any assignee of the lease shall be

bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, any trade fixtures, including but not limited to office furniture, machines, signs or other personal property of the Tenant on or in the Leased Premises shall remain the property of Tenant and Lessor agrees that Tenant shall have the right to remove all or part of Tenant's property at any time during the term of this Lease. At the termination of this Agreement for any reason, after payment of all rents and charges, Tenant shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Tenant, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of the Lessor.
- C. **LANDLORD LIEN.** If the Tenant has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Tenant to satisfy any obligations of the Tenant and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Tenant.

PART TWELVE GENERAL PROVISIONS

- A. **LESSOR'S RESERVED RIGHTS.**
 - 1. City reserves the right: (i) to further develop, improve, repair and alter the complex where the Leased Premises is located, including all roadways, driveways, parking areas, sidewalks, and landscaping as it may reasonably see fit. Provided that City shall use reasonable efforts to preserve Tenant's rights hereunder, City shall be free from any and all liability to Tenant for loss of business or damages of any nature whatsoever to Tenant occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Leased Premises by Tenant (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased

Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Tenant.

- B. **WAIVER OF JURY TRIAL, VENUE.** It is mutually agreed by and between Tenant and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.
- C. **TAXES, LICENSES, AND PERMITS.** Tenant shall pay all personal property taxes, which may be assessed against merchandise, or other personal property belonging to the Tenant located on the Leased Premises. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Tenant. Tenant shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.
- D. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, and deemed delivered upon its deposit Addressed to Lessor in the following manner:

City of Kissimmee
City Attorney's Office
101 Church Street
Kissimmee, Florida 34741
(407) 518-2318

and notices, consents and approvals addressed to Tenant in the following manner:

Doggone Beautiful
1021 West Oak Street, Suite B
Kissimmee, Florida
(407) 870-0222

or such other addresses as the parties may designate to each other in writing.

- F. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

- G. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- H. **AMERICANS WITH DISABILITIES ACT.** As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Tenant's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Tenant shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Tenant's behalf, without liability for any disruption to the Tenant's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the City as additional Rent hereunder.
- I. **ATTORNEY FEE PROVISION.** In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.
- J. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- K. **FORCE MAJEURE.** A party shall not be liable for any failure to perform under this Lease, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is unforeseeable or beyond the control of such party, including acts of God, pandemic, adverse weather conditions, earthquakes, flood, fire, explosion, war, riots, strikes, or other labor disturbances, shortages or fluctuations of electricity, or other utilities, or compliance with the decision of a competent judicial or administrative authority. Financial difficulties shall not be sufficient to constitute adequate basis for abatement of rent or invoking any clause or doctrine tending to insulate that party from liability under this Lease. The party seeking partial release from its obligations pursuant to this Paragraph shall remedy with all reasonable dispatch the cause of such
- L. **BROKERS and AGENTS.** City and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

- M. **ATTORNNMENT**: Tenant shall in the event of the sale or assignment of City's interest in the building of which the Leased Premises form a part, the Tenant shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
- N. **SEVERABILITY**. If any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Lease and the remaining parts shall remain in full force as fully permitted by law as though the invalid, illegal or unenforceable portion had never been part of this Lease.
- O. **WAIVER**. Failure of Lessor to insist upon strict performance of any provision or to exercise any option, or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, regulation or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. Not provision of this Lease shall be deemed waived unless such waiver is in writing and signed by the Lessor.
- P. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the parties concerning the Lease Premises and supersedes all prior written or oral agreements between the parties to this Lease Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Tenant.
- Q. **LESSOR TO HAVE LIEN**. Lessor shall have a lien against all goods, equipment, furniture, and other personal property that Tenant brought, stored, or kept on the Leased Premises during the Term of the Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Tenant to Lessor under this Lease. In the event of any default by Tenant, Lessor, may foreclose the lien in the same manner that a mortgage would be foreclosed, and in the event, Tenant shall be obligated for all court costs and reasonable attorney's fees.
- R. **END OF TERM**. At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Tenant shall remove all its personal property, trade fixtures, signs, alterations, additions and decorations and shall repair any damage caused thereby and shall clean the floors, walls, light fixtures, doors and windows. If Tenant fails to remove its personal property upon the expiration of the lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.
- S. **SOVEREIGN IMMUNITY**. Nothing herein is intended to serve as a waiver of sovereign immunity that may be applicable to Lessor. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes.
- T. **EFFECTIVE DATE**. The Effective Date shall mean October 1, 2022.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

LESSOR-



State of Florida)
County of Osceola)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 14 day of February, 2023, by _____, as President of _____, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☒ who has produced Florida DL as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:


Notary Public, State of Florida



MARISELA ROURA
Commission # HH 250296
Expires August 12, 2024

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

Exhibit A

APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS

THIS APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS (this "Agreement") is made this 18th day of June, 2019 by and between DOGGONE BEAUTIFUL, LLC, under the Lease dated February 1, 2017, whose address is 1021-B West Oak Street, Kissimmee, Florida 34741, (hereinafter "Tenant"), and CITY OF KISSIMMEE, a political subdivision of the State of Florida, whose address is 101 North Church Street, Kissimmee, Florida 34741, its successors and assigns (hereinafter the "City"). JEAN W HARBIN, Trustee under the Trust Agreement of Jean W. Harbin dated July 7, 1994, (hereinafter the "Owner") joins in and consents to this Agreement.

RECITALS:

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** The Tenant leases property located at 1021 W Oak Street, Kissimmee, FL 34741 (Osceola County Parcel Numbers 21-25-29-1420-0001-0267, 21-25-29-1420-0001-026B, and 21-25-29-1420-0001-0265).
2. **SALE OF THE PROPERTY.** The Owner of the Property has agreed to sell the entire Property to the City of Kissimmee.
3. **CURE APPROVAL.** The City agrees to construct the Parking Cure Plan attached as Exhibit "1" prior to construction of the West Oak Street Improvement Project. The Tenant has reviewed the Parking Cure Plan and approves of the same. In exchange, the Tenant waives any and all claims against the City and the Owner for the acquisition of the Property for the widening of West Oak Street, including but not limited to business damages, proceeds from the condemnations, attorney's fees, expert's fees, and costs.
4. **LEASE TERMINATION.** The City also agrees to allow Tenant to continue leasing its current premises at its current rental rate until at least September 30, 2022.

[Signatures on Following Page]

The parties have caused this Agreement to be executed this 7 day of

June, 2019.

Signed, sealed and delivered
In the presence of:

Print Name: Nicole Brown

Nicole M. Brown

Print Name: Mariah Cooke
Mariah Cooke

DOGGONE BEAUTIFUL, LLC

Signature: Margaret Kelly

Print Name: Margaret Kelly

Title: Owner

Signed, sealed and delivered
In the presence of:

Fran Case

Print Name: FRAN CASE
Lisa A. Baum

JEAN W. HARBIN, TRUSTEE UNDER
THE TRUST AGREEMENT OF JEAN
W. HARBIN DATED JULY 7, 1994:

Signature: Jean W. Harbin

Print Name: Jean W. Harbin

Title: Owner

Print Name: Susan A. Baugh
Susan A. Baugh

Approved as to form and legality by the
City Attorney

By: *Donald T. Smallwood*
Donald T. Smallwood, Esquire City
Attorney

CITY:

City of Kissimmee, a political
subdivision of the State of Florida,

By: _____

Name: _____

Jose Alvarez
Title: *Mayor-Commissioner*

Authorized Representative for the City
of Kissimmee, a political subdivision of
the State of Florida

[illegible]

PARKING SPACES	REGULAR	H/C	TOTAL
EXISTING	27	1	28
CURED	26	2	28

**CITY OF KISSIMMEE BUSINESS LEASE
FOR 1021 WEST OAK STREET, SUITE A**

THIS LEASE AGREEMENT (the “**LEASE**”) is made this ____ day of _____, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “**Lessor**” or “**City**” and **FERNANDO C. MERCADO**, individually and **UPTOWN TAX SERVICES, LLC.**, a Florida limited liability company, d/b/a **UNITED TAX PROS**, a Florida Corporation, whose address is 1970 East Osceola Parkway, Suite 142, Kissimmee, Florida 34743, hereinafter referred to as “**Tenant**.” City and Tenant are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** In consideration of the rents, covenants, and agreements contained herein, Lessor leases to Tenant and the Tenant rents from the Lessor the premises located at 1021 West Oak Street, Suite A, Kissimmee, Florida 34741, which consists of approximately 1,272 square feet of leasable area (the “Leased Premises”). This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and “tenant” only between Lessor and Tenant; and no estate shall pass out of Lessor; and Tenant shall have a leasehold interest only, not subject to levy and sale and not assignable except as specifically provided herein. This lease is contingent upon Tenant obtaining the necessary permits as may be applicable to operate their business from the appropriate governmental agencies.
- B. **CONDITION OF PREMISES.** Tenant accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Tenant further warrants that the Leased Premises are suitable for Tenants proposed use described herein.
- C. **PARKING FACILITIES.** Tenant shall be entitled to the use of the adjacent parking facility (Parking Facility) as part of the lease. The Tenant, it’s agents, contractors, employees, invitees, licensees or concessionaires shall, without exception, utilize only one (1) parking space per vehicle. Tenant acknowledges that pursuant to eminent domain proceedings the City agreed to construct a Parking Cure Plan, attached hereto as Exhibit A, and made a binding part hereof, which was approved by the prior tenants and building owner. Tenant agrees to waive any right to claims, including but not limited to business damages against the City as a result of the construction of the Parking Cure Plan, or the widening of West Oak Street, which may temporarily impact parking and access to their business.

**PART TWO
TERM OF LEASE**

- A. **TERM.** The initial term of this Lease shall be for a period of five (5) years commencing

on the first day of October 2022 and ending on the last day of September 2027, unless sooner terminated as provided herein. This Lease shall terminate at midnight on September 30, 2027 (Termination Date.)

- B. **RENEWAL OPTION.** Provided Tenant is not in default of the Agreement, Tenant is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for one (1) additional terms of five years, for a total of ten (10) years. This option shall be exercised by written notice to the City not less than sixty (60) days prior to the expiration of the existing term. Upon receipt of the extension options, the Parties shall negotiate the rent for the renewal period based on fair market value.
- C. **HOLDING OVER.** In the event Tenant shall continue to occupy the Leased Premise beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Tenant during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. **RENT.** Tenant agrees to pay City the initial rent under this Lease for the Leased Premises of \$1,200.00 monthly, ("Monthly Rent") which includes the common area maintenance fee (lawn mowing, water, sewer, and garbage collection) plus sales tax and any other applicable tax including property tax. Payment of rent will commence on the effective date of the lease. Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the City on or before the tenth day of every month.
- B. **RENT ADJUSTMENTS.** Lessor and Tenant recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Tenant also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds.
- The parties agree that beginning on the second (2) year from the Effective Date and every year thereafter, with the exception of every fifth (5th) year as set forth below, ("CPI Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2022 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, 2022, but shall never decrease.
- Notwithstanding the above, the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market

conditions, the City shall notify the Tenant of their intention to invoke the right of obtaining an appraisal, sixty days prior to seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Tenant improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located in Kissimmee (the "Fair Market Value"). The City shall select a qualified appraiser ("Appraiser") and notify Tenant of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Tenant and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. **RENT CAPS.** In no event, however, shall the Rent Adjustment be negative or more than ten percent (10%) for a rent adjustment.
- D. **TAXES AND OTHER EXPENSES.** Tenant agrees to pay Lessor all real estate taxes levied on the property by the tax collector. Additionally, Tenant shall be liable at their sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes levied upon the Tenant's personal property, including trade fixtures, personal property or inventory kept on the Leased Premises. Tenant shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. The obligation of Tenant with respect to any taxes payable pursuant to this paragraph shall survive the expiration or sooner termination of the term of this Lease.

PART FIVE PAYMENTS

- A. **TIME AND PLACE OF PAYMENT.** All payments of rents, fees, taxes, and other charges are to be made to the City of Kissimmee, 101 Church Street, Kissimmee, FL 34741, or such other place Lessor may direct Tenant in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If payment is not received by City by midnight on the 10th of each month, a late fee of \$50.00 shall be due from Tenant to City as additional rent. Should the rent not be paid within fifteen (15) days of the due date, the penalty shall increase to \$75.00 or \$100.00 after twenty (20) days of the due date.

Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual. If tenant fails to pay the rent when due on a timely basis more than two times during the current lease year, such failure shall constitute a breach of this Lease and Lessor may terminate the lease immediately, upon providing Tenant with 10 (ten) days prior written notice.

- C. **PARTIAL PAYMENT OF RENT.** Payment by Tenant or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be payment on account of the earliest rent, and shall not waive the remainder of the balance owed or satisfy the rent owed for the month. Lessor may accept partial payment of rent without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

PART SIX PRIVILEGES

- A. **USE OF PREMISES.** Lessor grants to the Tenant the right and privilege to use the Leased Premises for general office purposes and conducting accounting and tax services to the general public, and for such other lawful purpose as shall be agreed upon between the Tenant and Lessor.
- B. **PROHIBITED USES.** Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is illegal, unlawful or deemed to be disreputable in any manner or permit which subjects Lessor to extra-hazardous exposure. Tenant shall conduct its business in a manner as not to create a nuisance, or unreasonably interfere with, or disturb any other tenant of the property. Tenant shall not use or permit the use of any portion of said premises as sleeping or living quarters or lodging.
- C. **INGRESS AND EGRESS.** Tenant shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Tenant, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.
- D. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair all utility equipment of any kind, in, upon or under the leased premises as may be necessary for servicing of the Leased Premises. Lessor shall also have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem necessary pursuant to the terms of this Lease. Anytime during the term of this Lease, Lessor may place upon the Leased Premises signs for the sale or rent of the property, which Tenant shall permit to remain thereon.

- E. **QUIET ENJOYMENT.** Tenant upon paying the rents and performing all of the terms on its part to be performed shall peaceably and quietly enjoy the Leased Premises subject to the Terms of the Lease and to any covenants, conditions, restrictions, and encumbrances appearing in the public records.

**PART SEVEN
OBLIGATIONS OF AGREEMENT**

- A. **NET LEASE.** The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to the City, except for the City's obligations set forth or specifically provided elsewhere herein. The Tenant accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Tenant shall keep and maintain the Leased Premises as set forth in PART SEVEN, pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN, and satisfy all of its other obligations under this Agreement.
- B. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance and repair to the Leased Premises:
1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems.
 2. Tenant shall at all times keep the premises clean, neat and in an orderly condition, including the entryways, sidewalk and delivery area. Tenant shall keep the premises clean and free of rodents, bugs and vermin.
 3. Maintain a standard service contact for normal and ordinary use, maintenance of and minor repairs to the air conditioning and heating systems. Tenant shall be responsible for the replacement of light bulbs and shall not permit any lighting fixture to contain burned out or non-functioning light bulbs.
 4. Tenant will not store or dispose of any debris or waste materials on the lease Premises, except by means of Waste receptacles or containers authorized by Lessor.
 5. Tenant shall not permit, allow or cause any noxious, disturbing, or offensive odors, fumes or gases or any smoke dust steam or vapors or loud or disturbing noise, sound or vibration to originate in or to be permitted from the Leased Premises.
 6. Tenant shall comply with all federal, state, and local fire codes and regulations. Tenant shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.
 7. Tenant will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor

recognizes that the intended use is compliant as to the City's land use and zoning codes.

8. Lessor retains the right to, reasonably in both time and scope, upon written notice to Tenant; require Tenant to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Tenant and may upon written notice require specific maintenance work to be completed by Tenant. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Tenant shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Tenant shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
 9. Tenant agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Tenant obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.
- C. **CONSTRUCTION, ALTERATIONS, REPAIRS.** Tenant shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Tenant alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor. Lessor must be provided with a written estimate of the costs and the estimate will be reviewed. If Tenant receives approval of the alternations, all costs must be paid in full in advance before any work is commenced. Tenant alterations shall be performed by a duly licensed Florida contractor approved by the Lessor. Any approved Tenant alterations shall be made in accordance with all applicable laws, ordinances and building codes and shall be performed in good and workmanlike manner without disruption to other tenants or landlord.
- D. **UTILITIES.** Tenant shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Tenant shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Tenant will pay a proportional costs of any fees enacted to cover the cost of governmental services. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense, in accordance with plans and specifications to be approved in writing by Lessor prior to such installation and use by Tenant.
- E. **TRASH AND GARBAGE REMOVAL.** Tenant shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition.

Tenant shall not permit the accumulation of any trash, or debris on the Leased Premises and shall remove such debris to a disposal site off the Leased Premises. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused from its operation. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

F. **SIGNS.** No signs, billboards, flyers shall be erected or maintained by Tenant except according to the Lessor's requirements for location and use of signs on the Leased Premises. Before erection of any sign, billboard or flyer on city property, Tenant must obtain any applicable permits required by the City.

G. **HAZARDOUS MATERIALS.** Tenant represents and warrants that it will not cause, allow or permit the unlawful presence, use, generation, discharge, storage, release or disposal of any Hazardous Materials. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Leased Premises or property adjacent to the Leased Premises, through activities of the Tenant, the Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenants sole cost and expense. Tenant hereby agrees to indemnify and hold harmless Lessor and its employees, agents and contractors from and against any all liabilities, to the full extent that such liabilities are directly attributable to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials in or on the Leased Premises or the property by Tenant or its employees, agents, contractors during the term of this lease. Further, Tenant shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Tenant fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Tenant. The Tenant shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

H. **NO LIENS.**

1. Tenant shall have no authority to subject the Leased Premises, or any part thereof, to a lien by reason of Tenants acts or omissions, or because of a claim against the Tenant. Tenant shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Tenant shall be performed pursuant to a "no-lien" contract and Tenant shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
2. If, at any time, Tenant shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Tenant shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Tenant fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from

the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.

3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

I. INDEMNITY.

1. Tenant covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, attorney's fees, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Tenant' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Tenant' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence.
2. The City will refer to Tenant promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its interest. Tenant shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Tenant to the City under this Agreement. Any final judgment rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to a liability and amount.
3. Tenant shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage of either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining property.
4. Tenant shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises or in the building with the Leased Premises are a part of or defects therein or in any fixtures or equipment.

- J. INSURANCE.** Tenant shall procure and maintain in effect, at their own expense, for the term of this Agreement. Any insurance procured by Tenant as herein required shall be issued in the name of the Lessor and Tenant by insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual and independent contractors. All policies shall contain endorsements that a) such insurance

may not be canceled or amended with respect to Lessor during the entire term include the City of Kissimmee as an additional insured as its interests appear. Tenant shall furnish Lessor with a Certificate of Insurance from the Tenant's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar properties.

1. Workers Compensation: Tenant Contractor will provide Worker's Compensation coverage for all employees at the site location or adequate Employers' Liability Insurance.
2. Public Liability Insurance: Tenant shall maintain Public Liability Insurance on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) for personal injury or death to any one person, protecting Lessor and Tenant against any and all claims for injury and damage to person or property that may arise out of an act of negligence, omission, nonchalance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees, and One Million Dollars (\$1,000,000.00) for personal injury or death to more than one person.
3. Property Damage Insurance: Tenant shall maintain in the amount of One Million Dollars (\$1,000,000.00) with respect to damage to property, and insurance against damage or breakage of plate glass in the Leased Premises for the full insurable and replacement value thereof.
4. Comprehensive General Liability: Tenant will provide coverage of One Million Dollars (\$1,000,000.00).
5. Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than One Million Dollars (\$1,000,000.00).

K. **COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Tenant shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Tenant's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Tenant's breach of any terms or covenants contained within this Agreement shall be borne by Tenant.

L. **RENOVATIONS.**

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the City and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.
2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Tenant expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

- A. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Tenant's use and enjoyment of the Leased Premises.
- B. **REPAIRS.** Lessor shall be responsible for the maintenance, repair or replacement of the Building and Common Areas as may be required with respect to the parking, driveways, landscaping, sidewalks, roof, electrical, plumbing, HVAC, exterior walls or structural portions of the Leased Premises. Tenant shall notify Lessor immediately of the need for such repair. Lessor shall make such repair or replacement as soon as reasonably possible at Lessor's expense. Lessor shall not be responsible for any damage to the Building or Leased Premises caused by the negligent acts or omissions of Tenant, or its employees, agents, invitees, or representatives.

PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Tenant or Tenant's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Tenant's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense.

- B. If damage caused shall be so extensive as to render the Tenant's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored.
- C. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Tenant shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.
- D. If the damage is caused by the negligence of tenant or its' employees, agents, invitees, or concessionaires, Tenant shall repair and refixture the interior of the Leased Premises in a manner and at least a condition equal to that existing prior to its destruction.

PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. **TERMINATION BY TENANT.** Tenant may terminate this Agreement after:
 - 1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Tenant.
 - 2. Upon Tenant giving sixty (60) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of an enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Tenant which directly results in the inability of the Tenant to use the Leased Premises for a period longer than sixty (60) days.
 - 3. If the Leased Premises is rendered wholly untenable as a result of damage or destruction not caused by the Tenants, or its employees, agents, invitees, and Lessor has not commenced repairs within ten (10) business days of the occurrence or event, Tenant may give Lessor ten (10) days written notice of cancellation of this Lease, and thereafter Tenant shall not have further responsibilities or obligations under this Lease.

- C. **EXERCISING TENANT'S RIGHTS OF TERMINATION.** Tenant may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. **TERMINATION BY LESSOR.** In addition to taking any other legal remedies, Lessor may terminate this Agreement in the event Tenant:
1. Is in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
 2. Defaulted in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
 3. Vacates or abandons the Leased Premises or ceases doing business therein for a period of thirty (30) consecutive days, regardless of whether rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, on one other than Tenant.
 4. Made a general assignment for the benefit of creditors;
 5. Filed a voluntary or involuntary petition in bankruptcy;
 6. Appointed or to cause the appointment of a receiver for Tenant;
 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.
- E. **WAIVER OF STATUTORY NOTICE TO QUIT.** In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Tenant agrees that it will forthwith surrender possession of the Leased Premises to Lessor, without the necessity of a legal proceeding.
- F. **SUBLETTING AND ASSIGNMENT.** Tenant may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Tenant may, with the prior written consent of Lessor, assign this Agreement; in such event, Tenant shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the

Tenant shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, any trade fixtures, including but not limited to office furniture, machines, signs or other personal property of the Tenant on or in the Leased Premises shall remain the property of Tenant and Lessor agrees that Tenant shall have the right to remove all or part of Tenant's property at any time during the term of this Lease. At the termination of this Agreement for any reason, after payment of all rents and charges, Tenant shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Tenant, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of the Lessor.
- C. **LANDLORD LIEN.** If the Tenant has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Tenant to satisfy any obligations of the Tenant and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Tenant.

PART TWELVE GENERAL PROVISIONS

- A. **LESSOR'S RESERVED RIGHTS.**
 - 1. City reserves the right: (i) to further develop, improve, repair and alter the complex where the Leased Premises is located, including all roadways, driveways, parking areas, sidewalks, and landscaping as it may reasonably see fit. Provided that City shall use reasonable efforts to preserve Tenant's rights hereunder, City shall be free from any and all liability to Tenant for loss of business or damages of any nature whatsoever to Tenant occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Leased Premises by Tenant (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased

Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Tenant.

- B. **WAIVER OF JURY TRIAL, VENUE.** It is mutually agreed by and between Tenant and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.
- C. **TAXES, LICENSES, AND PERMITS.** Tenant shall pay all personal property taxes, which may be assessed against merchandise, or other personal property belonging to the Tenant located on the Leased Premises. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Tenant. Tenant shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.
- D. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, and deemed delivered upon its deposit Addressed to Lessor in the following manner:

City of Kissimmee
City Attorney's Office
101 Church Street
Kissimmee, Florida 34741
(407) 518-2318

and notices, consents and approvals addressed to Tenant in the following manner:

Fernando Mercado
United Tax Pros
1970 East Osceola Parkway, Suite 142
Kissimmee, Florida 34743
(954) 330-1495

or such other addresses as the parties may designate to each other in writing.

- F. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

- G. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- H. **AMERICANS WITH DISABILITIES ACT.** As used herein, “ADA” shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Tenant’s operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Tenant shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Tenant’s behalf, without liability for any disruption to the Tenant’s activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the City as additional Rent hereunder.
- I. **ATTORNEY FEE PROVISION.** In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney’s Fees incurred in connection therewith.
- J. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- K. **FORCE MAJEURE.** A party shall not be liable for any failure to perform under this Lease, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is unforeseeable or beyond the control of such party, including acts of God, pandemic, adverse weather conditions, earthquakes, flood, fire, explosion, war, riots, strikes, or other labor disturbances, shortages or fluctuations of electricity, or other utilities, or compliance with the decision of a competent judicial or administrative authority. Financial difficulties shall not be sufficient to constitute adequate basis for abatement of rent or invoking any clause or doctrine tending to insulate that party from liability under this Lease. The party seeking partial release from its obligations pursuant to this Paragraph shall remedy with all reasonable dispatch the cause of such
- L. **BROKERS and AGENTS.** City and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event

its representation and warranty contained herein is not true.

- M. **ATTORNMEN**T: Tenant shall in the event of the sale or assignment of City's interest in the building of which the Leased Premises form a part, the Tenant shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
- N. **SEVERABILITY**. If any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Lease and the remaining parts shall remain in full force as fully permitted by law as though the invalid, illegal or unenforceable portion had never been part of this Lease.
- O. **WAIVER**. Failure of Lessor to insist upon strict performance of any provision or to exercise any option, or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, regulation or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. Not provision of this Lease shall be deemed waived unless such waiver is in writing and signed by the Lessor.
- P. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the parties concerning the Lease Premises and supersedes all prior written or oral agreements between the parties to this Lease Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Tenant.
- Q. **LESSOR TO HAVE LIEN**. Lessor shall have a lien against all goods, equipment, furniture, and other personal property that Tenant brought, stored, or kept on the Leased Premises during the Term of the Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Tenant to Lessor under this Lease. In the event of any default by Tenant, Lessor, may foreclose the lien in the same manner that a mortgage would be foreclosed, and in the event, Tenant shall be obligated for all court costs and reasonable attorney's fees.
- R. **END OF TERM**. At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Tenant shall remove all its personal property, trade fixtures, signs, alterations, additions and decorations and shall repair any damage caused thereby and shall clean the floors, walls, light fixtures, doors and windows. If Tenant fails to remove its personal property upon the expiration of the lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.
- S. **SOVEREIGN IMMUNITY**. Nothing herein is intended to serve as a waiver of sovereign immunity that may be applicable to Lessor. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes.
- T. **EFFECTIVE DATE**. The Effective Date shall mean October 1, 2022.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

LESSOR-



State of Florida)
County of Osceola)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 14 day of February, 2023, by _____, as President of _____, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☒ who has produced Florida DL as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:


Notary Public, State of Florida



MARISELA ROURA
Commission # HH 250296
Expires August 12, 2024

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez
Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

Exhibit A

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APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS

THIS APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS (this "Agreement") is made this 18th day of June, 2019 by and between FERNANDO C. MERCADO, individually, and UPTOWN TAX SERVICES, LLC d/b/a UNITED TAX PROS, under the Lease dated November 1, 2016, whose address is 1021-A West Oak Street, Kissimmee, Florida 34741, (hereinafter "Tenant"), and CITY OF KISSIMMEE, a political subdivision of the State of Florida, whose address is 101 North Church Street, Kissimmee, Florida 34741, its successors and assigns (hereinafter the "City"). JEAN W HARBIN, Trustee under the Trust Agreement of Jean W. Harbin dated July 7, 1994, (hereinafter the "Owner") joins in and consents to this Agreement.

RECITALS:

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** The Tenant leases property located at 1021 W Oak Street, Kissimmee, FL 34741 (Osceola County Parcel Numbers 21-25-29-1420-0001-0267, 21-25-29-1420-0001-026B, and 21-25-29-1420-0001-0265).
2. **SALE OF THE PROPERTY.** The Owner of the Property has agreed to sell the entire Property to the City of Kissimmee.
3. **CURE APPROVAL.** The City agrees to construct the Parking Cure Plan attached as Exhibit "1" prior to construction of the West Oak Street Improvement Project. The Tenant has reviewed the Parking Cure Plan and approves of the same. In exchange, the Tenant waives any and all claims against the City and the Owner for the acquisition of the Property for the widening of West Oak Street, including but not limited to business damages, proceeds from the condemnations, attorney's fees, expert's fees, and costs.
4. **LEASE TERMINATION.** The City also agrees to allow Tenant to continue leasing its current premises at its current rental rate until at least September 30, 2022.

[Signatures on Following Page]

The parties have caused this Agreement to be executed this 7 day of June, 2019.

Signed, sealed and delivered
In the presence of:

Margaret Kelly
Print Name: Margaret Kelly
Nicole M. Brown
Print Name: Nicole Brown

FERNANDO C. MERCADO, individually
and UPTOWN TAX SERVICES, LLC
d/b/a UNITED TAX PROS

Signature: [Signature]
Print Name: Fernando Mercado
Title: Individually, and as owner of
UPTOWN TAX SERVICES, LLC d/b/a
UNITED TAX PROS

Signed, sealed and delivered
In the presence of:

Fran Case
Print Name: FRAN CASE

Susan A. Bacon
Print Name: Susan A Bacon

JEAN W. HARBIN, TRUSTEE UNDER
THE TRUST AGREEMENT OF JEAN
W. HARBIN DATED JULY 7, 1994:

Signature: [Signature]
Print Name: Jean W. Harbin
Title: Owner

Approved as to form and legality by the
City Attorney

By: *Donald T. Smallwood*
Donald T. Smallwood, Esquire City
Attorney

CITY:

City of Kissimmee, a political
subdivision of the State of Florida,

By: _____

Name: *Jose Alvarez*

Title: *Mayor-Commissioner*

Authorized Representative for the City
of Kissimmee, a political subdivision of
the State of Florida

[illegible]

ON-SITE PARKING			
PARKING SPACES	REGULAR	H/C	TOTAL
EXISTING	27	1	28
REQUIRED	26	2	28

ITEM 7.F

Cypress Ridge, Phase 2 (DRC# 16-00067) – Major Subdivision, Final Acceptance

Request

Requesting City Commission acceptance of the required subdivision improvements for the subdivision known as Cypress Ridge, Phase 2.

Explanation

The developer, JTD Land Company, LLC, is requesting acceptance of the subdivision improvements constructed with the development known as Cypress Ridge, Phase 2, in accordance with the City's Subdivision Site Improvements and Inspection and Certification procedures (LDC §14-3-43).

The subdivision is located north of W. Carroll Street and east of N. Thacker Avenue. The required subdivision improvements include paving, grading, drainage, water, sewer, landscaping, irrigation, site lighting, walls, and other amenities. With verification from other City departments and Toho Water Authority, the City Engineer certifies these improvements to be substantially complete.

All roads and common areas will be owned and maintained by the Cypress Ridge Community HOA, Inc.

The owner has posted a maintenance bond in the amount of \$53,624.34 to assure the satisfactory condition of the required subdivision improvements for a period of one-year from formal acceptance by the City Commission.

The City Commission previously approved the final plat for this subdivision, Cypress Ridge Phase 2, on 3/23/2020.

Recommendation

Staff recommends acceptance of the subdivision improvements for Cypress Ridge, Phase 2.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. DRC-16-00067 Cypress Ridge Phase 2_FA - Maint Bond
2. DRC-16-00067 Cypress Ridge Phase 2_FA - Vicinity Map

MAINTENANCE BOND

Bond No. 30102492

KNOW ALL MEN BY THESE PRESENTS:

That we, Jr. Davis Construction Company, Inc., hereinafter referred to as Principal, and Western Surety Company, hereinafter referred to as Surety, are held and firmly bound unto the City of Kissimmee, Florida, hereinafter referred to as the City, in the sum of \$53,624.34 Fifty-Three Thousand Six Hundred Twenty-Four and 34/100, for payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has constructed certain improvements, including streets, curbs, and storm drains, in that certain subdivision described as Cypress Ridge Phase 2, and the Principal is obligated to protect the City against any defects resulting from faulty materials, faulty workmanship or faulty design of said improvements and to maintain said improvements for a period of one (1) year from the date of City acceptance of said Improvements.

NOW, THEREFORE, the condition of this obligation is such, that the Principal shall promptly and faithfully protect the City against any defects resulting from faulty materials, faulty workmanship or faulty design of the aforesaid improvements, and maintain said improvements for a period of one (1) year from the date of City acceptance of said Improvements.

The City Engineer shall notify the Principal in writing of any defect for which the principal is responsible and shall specify in said notice a reasonable period of time within which the Principal shall have to correct said defect. If the Principal shall fail to correct such defect within the time specified in said notice, then the Surety shall have sixty (60) days thereafter within which to take such action as it deems necessary to insure performance of the Principal's obligations. If such defect is not corrected after the expiration of such sixty (60) day period, then the City shall have the right to correct said defect, and the Principal and Surety, jointly and severally, shall pay all costs and expenses incurred by the City in correcting such defect; including but not limited to, the engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of Principal's failure to correct such defect. In addition, City shall have the right to contract for the correction of such defect and, upon acceptance of the lowest responsible bid, the Principal and Surety shall become immediately liable for the amount of said bid; and, in the event the City commences legal proceedings for the collection thereof, interest shall accrue on said amount at the rate of eight (8%) percent per annum, beginning at the commencement of said legal proceedings. The City, in its discretion, may permit the Surety to correct such defect in the event of the Principal's failure to perform.

The Surety shall not be liable for any defect arising from the faulty design of any of the improvements covered by this bond, except that such exclusion from liability by the Surety shall in no way affect the Principal's liability therefore.

In the event the City commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the City, including Attorney's fees.

EXECUTED this 23rd day of July, 2020.

Jr. Davis Construction Company, Inc.

Principal:

Kristy Kelley
Kristy Kelley, Secretary

Western Surety Company

Surety:

Brett A. Ragland
Brett A. Ragland, Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Kanani Cordero, Joseph D Johnson III, Brett A Ragland, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 5th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of July, 2020.

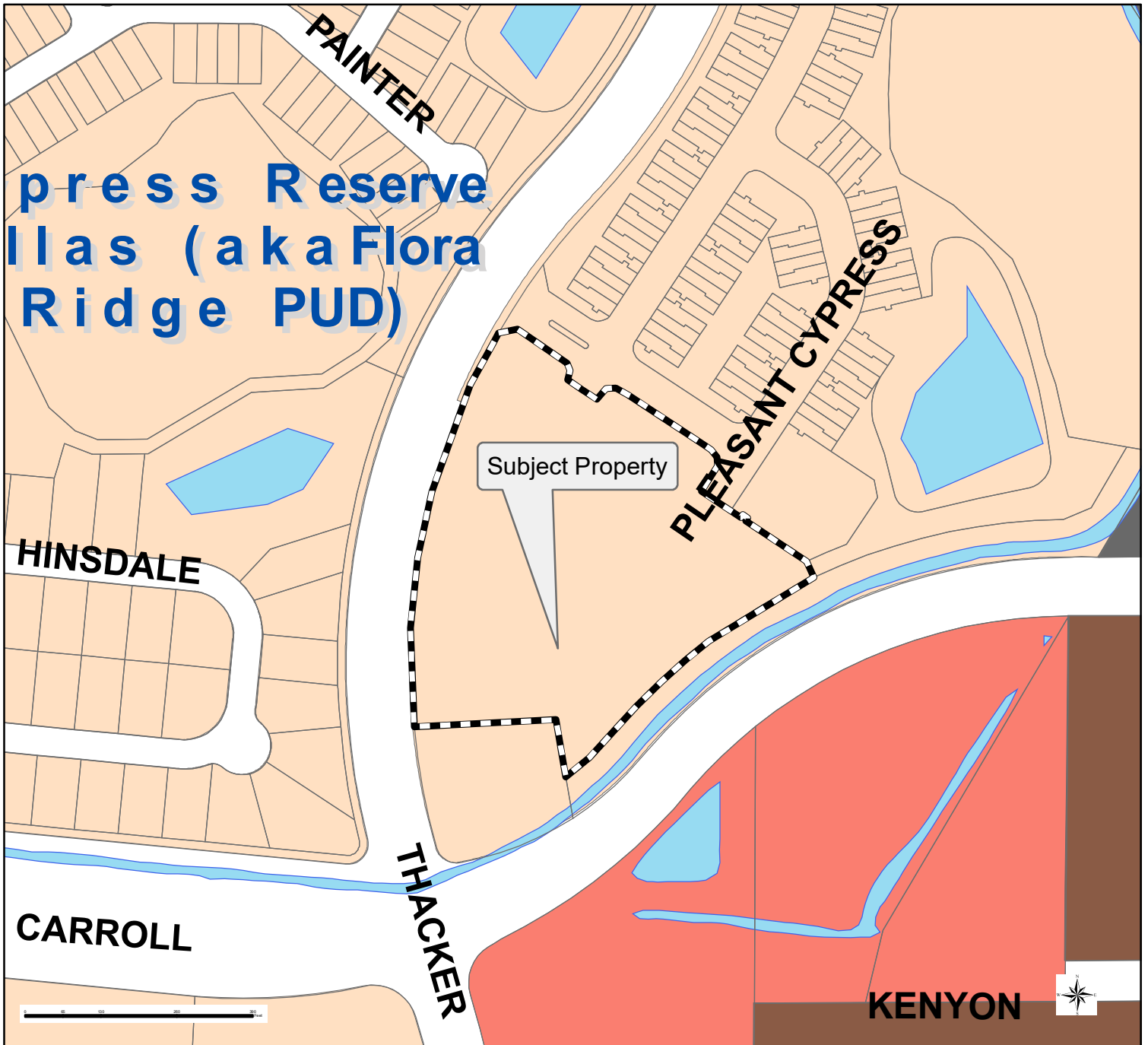


WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



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

ITEM 7.G**HiTIDE Manufacturing Group - Final Plat (DRC# SR-22-0016)****Request**

Approval of the final plat known as HiTIDE Manufacturing Group.

Explanation

The owner of the property, Richard W. Hord, is requesting final plat approval without a guarantee since public improvements already serve the property. The property is located west of North John Young Parkway, north of Carol Street. The proposed plat is combining multiple lots into a single, 4.17 acre lot to enable future expansion of an existing industrial development.

Recommendation

Staff recommends approval of the final plat for the HiTIDE Manufacturing Group.

REQUESTED CITY COMMISSION ACTION:

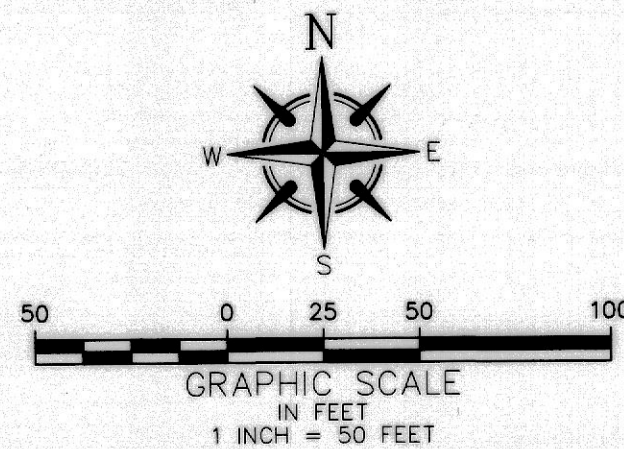
Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

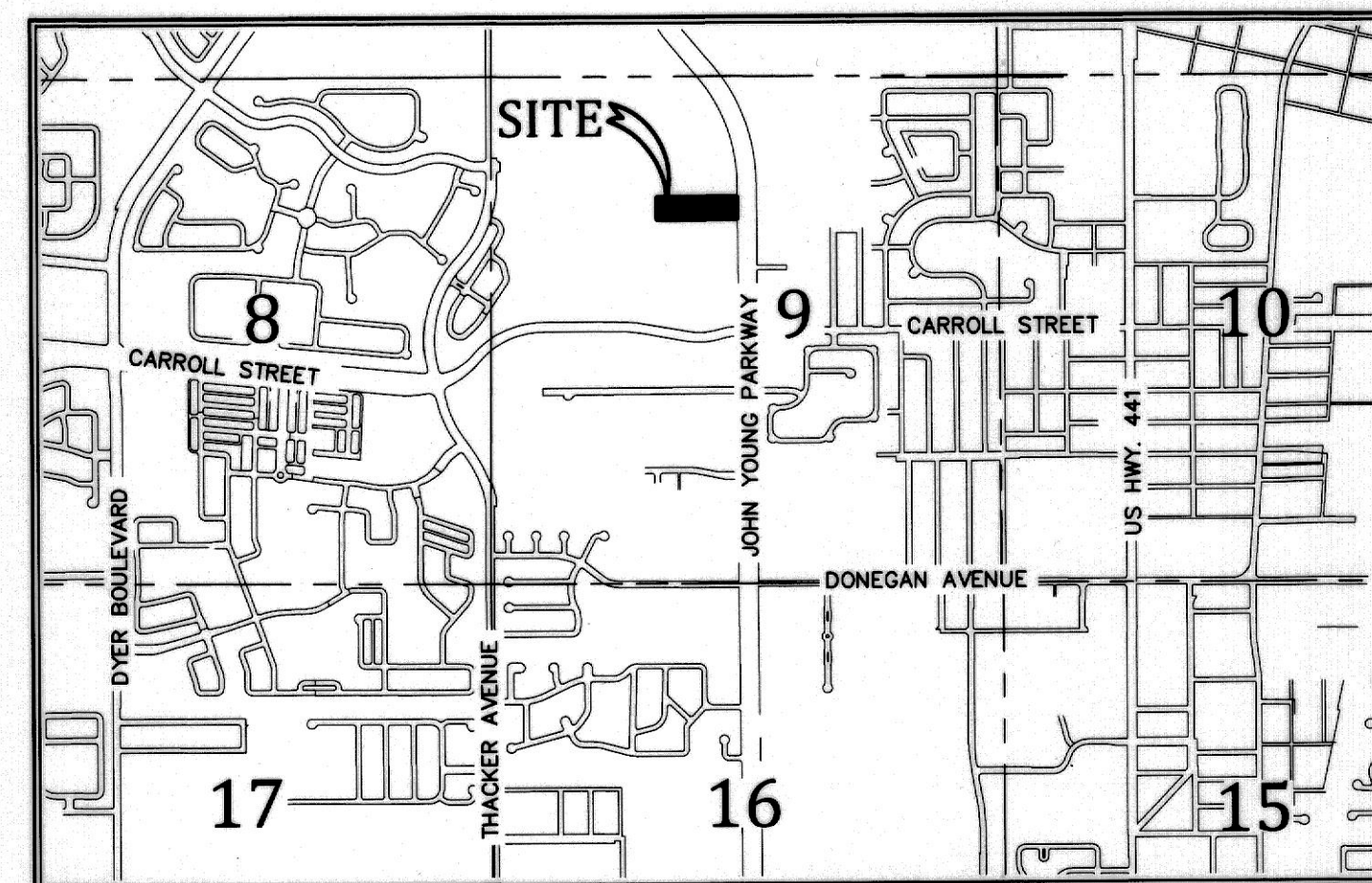
1. (S) - SR-22-0016 - HiTide Manufacturing Group Plat
2. SR-22-0016 - HiTIDE Manufacturing Group _VM



HITIDE MANUFACTURING GROUP

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

SHEET 1 OF 1



VICINITY MAP

NOT TO SCALE



PLAT
BOOK

PAGE

DEDICATION

HITIDE MANUFACTURING GROUP

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Utility Easements shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on Feb 13, 2023.

By:

Print Name: Richard W. Hord

Signed and sealed in the presence of:

Witness:

Signature: Leslie A. Minshaw

Print Name: Leslie A. Minshaw

Witness:

Signature: Emily R. Minshaw

Print Name: Emily R. Minshaw

STATE OF FLORIDA COUNTY OF Osceola

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,

BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE

NOTARIZATION, THIS 13th DAY OF February,

2023, BY Richard W. Hord, SUCH PERSON ☒ IS

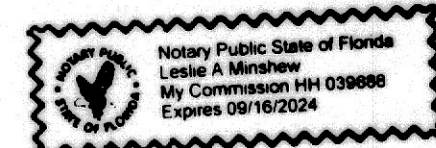
PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED

AS IDENTIFICATION.

Signature: Leslie A. Minshaw

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 8/11/22 he completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 9, Township 25 South, Range 29 East

Osceola County, Florida.

Dated 2/13/23, Registration No. 5700

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway Kissimmee, Florida 34744 Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 2/16/23 Florida Professional Surveyor and Mapper representing Kissimmee reviewed this plat. This plat conforms to the Statutes, Chapter 177.

Dated 2/16/23, Registration No. 0347

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That onthe

..... approved the foregoing plat

ATTEST: MAYOR

..... CITY CLERK

CERTIFICATE OF COUNTY CLERK

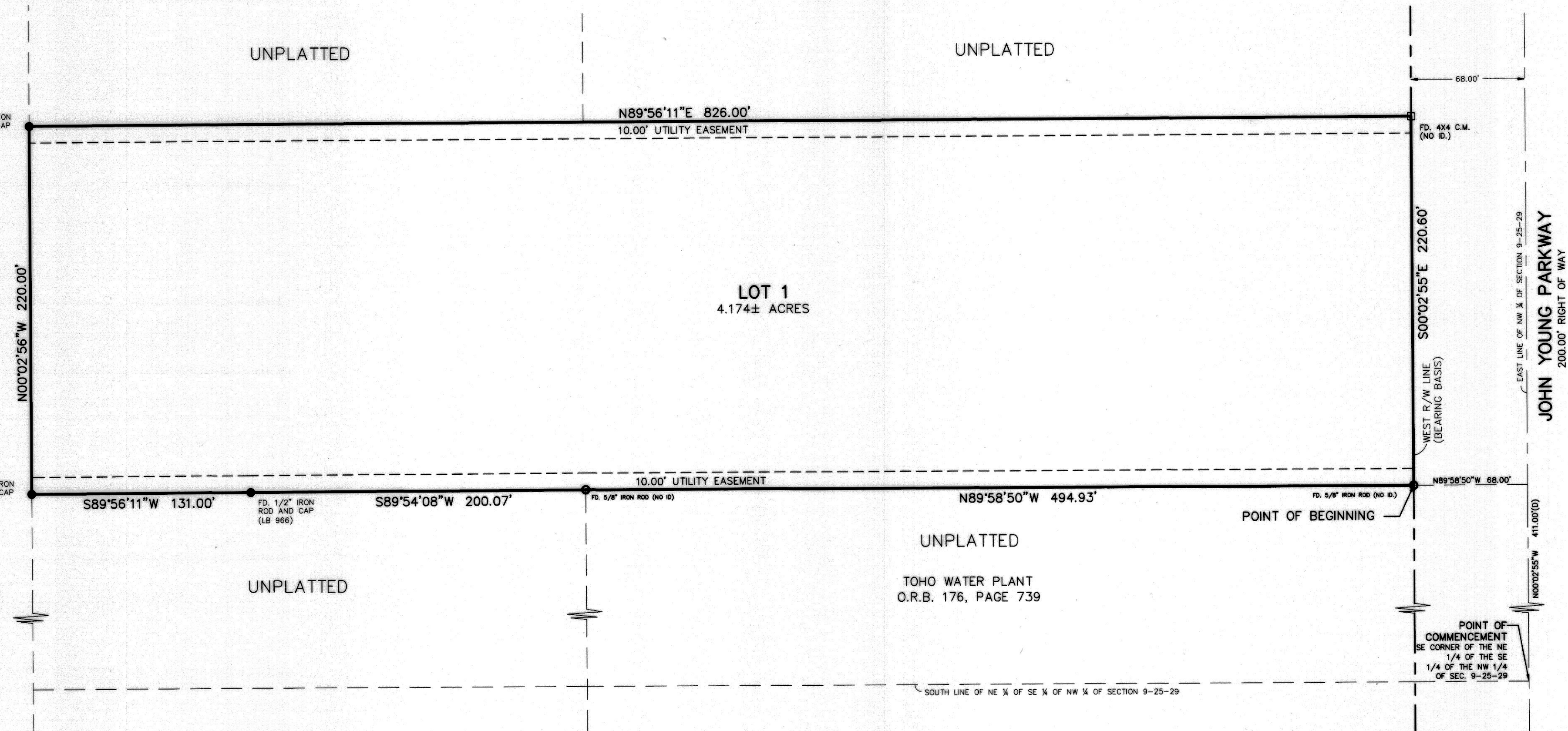
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

..... at

Clerk of the Circuit Court

in and for Osceola County, Florida

BY.....D.C. File No.....



SURVEYORS NOTES

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH THE WEST RIGHT OF WAY LINE OF JOHN YOUNG PARKWAY BEING S00°02'55\"/>
2. 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 TO OTHER PUBLIC UTILITY. IN EVENT A CABLE TELEPHONE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION PER F.S. 177.091(28).
3. THE 10.00 FOOT UTILITY EASEMENTS SHOWN HEREON ARE ALSO FOR THE BENEFIT OF THE TOHOPEKALIGA WATER AUTHORITY.
4. THIS PROPERTY IS SUBJECT TO A TOHOPEKALIGA WATER AUTHORITY WATER AND WASTEWATER SYSTEM DEVELOPER'S SERVICE AGREEMENT RECORDED 11/29/2006 IN OFFICIAL RECORDS BOOK 3342, PAGE 1126, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

P.B. PLAT BOOK	DEGREES
P.G. PAGE	MINUTES
SEC. SECTION	SECONDS
TWP. TOWNSHIP	± MORE OR LESS
RNG. RANGE	LB. LICENSED BUSINESS
COR. CORNER	LS. LICENSED SURVEYOR
AC. ACRES	ID. IDENTIFICATION
P.S.M. PROFESSIONAL SURVEYOR	P.O.B. POINT OF BEGINNING
AND MAPPER	P.O.C. POINT OF COMMENCEMENT
R.L.S. REGISTERED LAND SURVEYOR	R/W RIGHT OF WAY
PCP PERMANENT CONTROL POINT	O.R.B. OFFICIAL RECORDS BOOK
PRM PERMANENT REFERENCE MONUMENT	MON. MONUMENT
C/L CENTERLINE	CONC. CONCRETE
P.C. POINT OF CURVE	
P.R.C. POINT OF REVERSE CURVE	

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

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

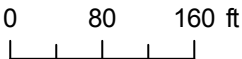
DRC# SR-22-0016



SR-22-0016 - HiTIDE Manufacturing Group

Final Plat

Date Generated: 1/11/2023



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
Page 108 of 110

ITEM 8.A

Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City. Since the term expiration date for this vacancy is set for May 31, 2023, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 1 was originally assigned the Board of Adjustment vacancy and it has been reassigned to Seat # 1 due to the applicant not qualifying for appointment.

Commissioner Eady appointed Yohanna Cruz to the Planning Advisory Board on February 21, 2023, pending review of an application that was to be filed. Ms. Cruz's application was received, but upon review she did not qualify for the position as she is not a City resident and does not maintain a business office in the City limits. Seat # 2 was originally assigned the Planning Advisory Board vacancy and staff recommends reassignment to Seat # 2 on March 7, 2023, if no additional qualifying information is received prior to the meeting.

Planning Advisory Board Member, Jeffrey Wolff missed more than half of the scheduled meetings for the calendar year of 2022. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Mr. Wolff's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 3 has been assigned this Planning Advisory Board vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	1/17/2023- 2/21/2023 3/21/2023	Board of Adjustment	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	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 <i>*No applications currently on file*</i>	2/21/2023 4/04/2023	Planning Advisory Board	05/31/2024	Member must be a City resident or maintain a business office within the City.
Seat #3 - Alvarez <i>*No applications currently on file*</i>	2/21/2023 3/21/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	Member may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None