MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 18, 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 Proclamation- Parks and Recreation Month
   - 3.B Proclamation- 10th Anniversary of Lechonera El Jibarito
   - 3.C Employee of the Month for July - Luis Martinez
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - Second and Final Reading - Proposed Ordinance #22-14 to annex 15.50 acres of land - AX-22-0002

     AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing - Final Reading - Proposed Ordinance #22-20 - Amending the Zoning Map from County Agricultural & Conservation (AC) to City Agricultural & Conservation (AC): Give Kids the World - ZMA-22-0005

     AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.C Public Hearing - Final Reading - Proposed Ordinance #23-12 - Amending the Zoning Map designation from Open Space (OS) to Multiple Family Medium Density (RC-2): Bass Road Townhomes, ZMA-22-0007

     AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.D Public Hearing - Second and Final Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles (Cancelled - Re-advertising)

     AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO

CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

4.E Public Hearing - First Reading - Proposed Ordinance #23-08 to annex 0.79 acres of land - AX-23-0001

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

5. PUBLIC HEARINGS

5.A Public Hearing - City of Kissimmee Annual Action Plan and Adoption of Accompanying Resolution

5.B Public Hearing - First of two public workshops regarding Parks and Recreation Impact Fee increases and extraordinary circumstances

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 June 6, 2023 and June 20, 2023 meeting

7.B Approval to award and sign agreement for bid IFB2023-002 for Bleacher Canopy Covers at Fortune Road Athletic Complex to Creative Shade Solutions, Inc.

7.C Approval to accept sponsorship donation for the 2023 Special Event Festival Series from AdventHealth

7.D Approval of the City of Kissimmee Strategic Plan for FY 2024

7.E Flora Ridge Parcel B-1 AKA First Loop Logistics Park (DRC# 20-00044) – Major Subdivision, Final Acceptance

7.F Kissimmee Heights Replat One - Final Plat (DRC# 21-098)

7.G Apache Avenue Lots - Final Plat (DRC# SR-22-0015)

7.H Acceptance of a Federal Aviation Administration Grant for Design Taxiway Delta Improvements

7.I Approval to award pool chemical and delivery services to Aquasol Commercial Chemical, Inc (Poolsure) through an intergovernmental cooperative purchasing agreement for the Bob Makinson Aquatic Center and the Lakefront Park Splashpad

7.J Sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events

7.K Task Order No. 2 for Professional Service Agreement with Avcon, Inc., for Taxiway Delta Design

7.L Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH) FOR FY2023

7.M Continuing Services Contract for Roof Replacement, Housing Rehabilitation, and Demolition and Reconstruction - Habitat for Humanity Greater Orlando and Osceola County and Osceola Council on Aging

7.N Continuing Professional Engineering Services Contract Extension

7.O Kissimmee Police Department Canine Surplus and Retirement

7.P Approval of a Space Use Permit for Jr. Davis Construction Company, Inc.

7.Q Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC

7.R Approval of agreement for mulch delivery and installation with Landscape Services Inc. through an intergovernmental cooperative purchasing agreement

7.S Approval of an Exhibit to the Master Fiber Optic Line Extension Master Agreement with the Kissimmee Utility Authority

7.T Sonoma Resort at Tapestry, Phase 2C – Final Plat, Major Subdivision (DRC# SR-23-0003)

7.U A Resolution authorizing the subordination of utility interests in Nine Parcels to the Florida Department of Transportation

7.V Transfer of Funds for The Haven on Vine Operating Accounts

8. DISCUSSION ITEMS

8.A Florida League of Cities Voting Delegate 2023

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.B Authorization to submit an application for a Florida Department of Transportation District Five Landscape Program Grant

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C External City Commission Board Vacancy: HelpNow of Osceola, Inc.

8.D Advisory Board Vacancy: Police Pension Board

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Proclamation- Parks and Recreation Month

Request

The request is for the Commission to present a Proclamation to the Parks and Recreation Director Steve Lackey and his management staff.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation- Parks and Recreation Month July 2023

Proclamation

City of Kissimmee
Florida

PARKS AND RECREATION MONTH

WHEREAS, parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of business, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to be environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, parks and recreation areas are fundamental to the environment well-being of our community, and the City of Kissimmee recognizes the benefits derived from parks and recreation services.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of July 2023 as **"Park and Recreation Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 18th day of July, 2023.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B
Proclamation- 10th Anniversary of Lechonera El Jibarito

Request

The request is for the Commission to present a Proclamation to Lisandra Roman in recognition of the 10th Anniversary of Lechonera El Jibarito.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation- 10th Year Anniversary of Lechonera El Jibarito July 2023

Proclamation

City of Kissimmee Florida

10TH ANNIVERSARY OF LECHONERA EL JIBARITO

WHEREAS, Lechonera El Jibarito opened its doors on July 20th, 2013, in the City of Kissimmee, bringing the best authentic Puerto Rican food and atmosphere to area food lovers; and

WHEREAS, Lechonera El Jibarito has been a blessing from GOD and labor of love of entrepreneur Lisandra Roman and her family of Adjuntas, Puerto Rico who respectively has managed to bring a piece of the "Island of Enchantment" to Kissimmee; and

WHEREAS, the specialty of the house at Lechonera El Jibarito is "lechon asado" a succulent roasted pork cooked over charcoal that is served over rice with pigeon peas, yucca or other sides and they also offer authentic dishes like "pasteles", "morcillas" among other dishes; and

WHEREAS, Lechonera El Jibarito reminds Puerto Rican Patrons of meals served at their abuela's house; and

WHEREAS, Lechonera El Jibarito has been warmly received by the Puerto Rican and other nationalities and has gained popularity also with their musical events that focus on bringing families together in a safe atmosphere that brings the best of Puerto Rico to Kissimmee; and

WHEREAS, Lechonera El Jibarito has contributed to the community in different areas by providing employment, giving food donations to help citizens in need, throughout its ten years in business; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby recognize the extraordinary Puerto Rican Cuisine and ten year trajectory of "**Lechonera El Jibarito**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 18th day of July, 2023.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Employee of the Month for July - Luis Martinez

Request

That the City Commission join the City Manager in recognizing Luis Martinez, Development Services, as July's Employee of the Month.

Explanation

The City is honored to recognize Luis Martinez as Employee of the Month for July. Luis is a Building Inspector for the Development Services Department and has worked for the City a little over 2 years.

In the relatively short time that Luis has been with the City, he has built a reputation of being exceptionally knowledgeable, and has gained the respect of the customers he serves. His first objective is to help, and citizens appreciate how he takes the time to explain things in a very courteous manner. His motivation and work ethic are stellar. He takes pride in his work and often finds ways to streamline processes. He readily lends a hand – even if it makes his job harder, as long as your job is easier.

Luis's cheerful, friendly attitude is appreciated by all – it's contagious. Luis credits the support and interaction of his team members for his success – the City synergy at work. We'd like to recognize Luis as being an integral part of the City's inspection operations.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance #22-14 to annex 15.50 acres of land - AX-22-0002

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

Request

Approval to Annex approximately 15.50 acres of property located east of Bass Road, South of West Vine Street and west of Hoagland Boulevard.

Explanation

This annexation includes three adjacent parcels which include a total area of 15.50 acres of land located on east of Bass Road, south of West Vine Street and west of Hoagland Boulevard. The property is contiguous, or adjacent, to parcels currently within the city limits along the south and east boundaries meeting the state voluntary annexation and City's Land Development Code criteria to support a staff recommendation of approval.

The applicant will be utilizing the City's land use conversion table in Future Land Use Policy 1.1.10.5 of the Comprehensive Plan (included with attachments) to establish a Single Family Low Density Residential (SF-LDR) designation at the time of annexation. The County's current Future Land Use designation is Low Density Residential (LDR), which is equivalent to the City's SF-LDR designation.

Improvements and conditions to mitigate impacts will be addressed with subsequent development review applications and reviews and are subject to applicable local, state, and federal permitting requirements and standards.

FINDINGS AND REASONS:

1. Compliance with Chapter 171 of the Florida Statutes as it meets all the criteria for voluntary annexation as the property is contiguous, or adjacent, to the City Limits along the easterly and southern boundaries of the parcel. Public services, including water, sewer, drainage, and emergency services are already provided to these adjacent City parcels. The subject property is reasonably compact and will not result in the creation of an enclave if annexed.
2. Compliance with Comprehensive Plan Future Land Use Policy 1.1.10.5, Osceola County and City of Kissimmee Land Use Conversions, in that the the existing Osceola County Low Density Residential (LDR) Future Land Use Map designation is equivalent to the City's Single Family Low Density Residential (SF-LDR) Future Land Use designation and will be given this designation with the approval of this annexation.
3. Compliance with Section 14-3-25 annexation regulations outlined in the Land Development Code that refers to Chapter 171, Florida Statutes, and the general annexation procedures in the City's Comprehensive Plan utilizing either the City's land use conversion table in Future Land Use Policy 1.1.10.5, an Annexation Agreement, or a Future Land Use Map amendment. The land use conversion will be utilized to establish the Future Land Use designation on this property.

Recommendation

The Development Review Committee (DRC) recommended approval on April 19, 2022.

The Planning and Advisory Board (PAB) recommended approval by a vote of 4-0 on June 15, 2022.

The City Commission (CC) approved the First Reading by a vote of 5-0 on December 6, 2022.

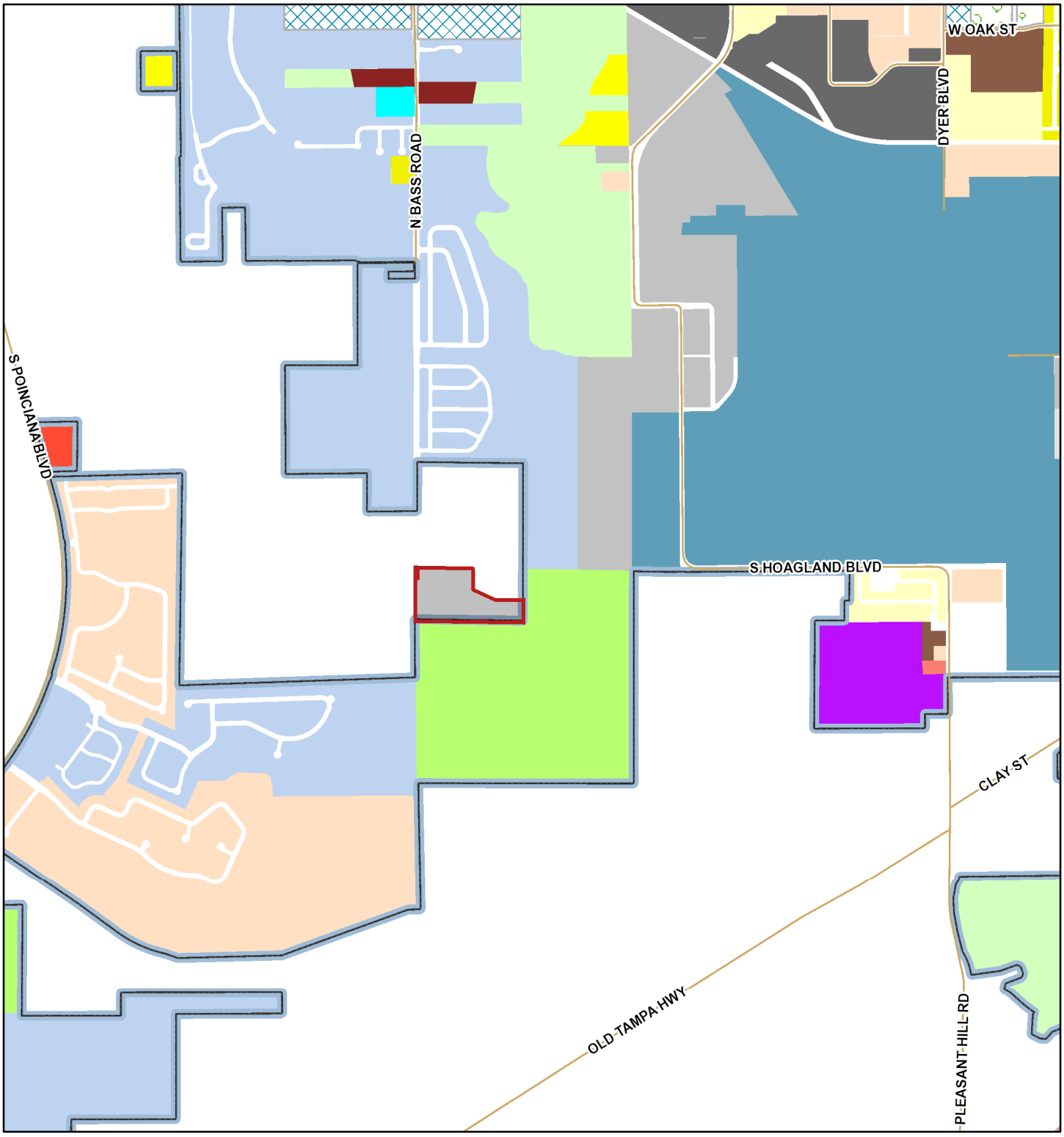
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Cristian Arias

Attachment(s):

1. AX-22-0002 Vicinity Map
2. AX-22-0002 Aerial Map
3. AX-22-0002 Site Data Tables
4. (S) AX-22-0002 Proposed Ordinance 22-14
5. AX-22-0002 City Commission Ad
6. AX-22-0002 Comp Plan FLU Policy 1.1.10.5
7. AX-22-0002 December 6, 2022 CC Minutes
8. AX-22-0002 - June 15, 2022 PAB Minutes
9. AX-22-0002 DRC Comments



May 11, 2022

1:24,075

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

Toll Roads

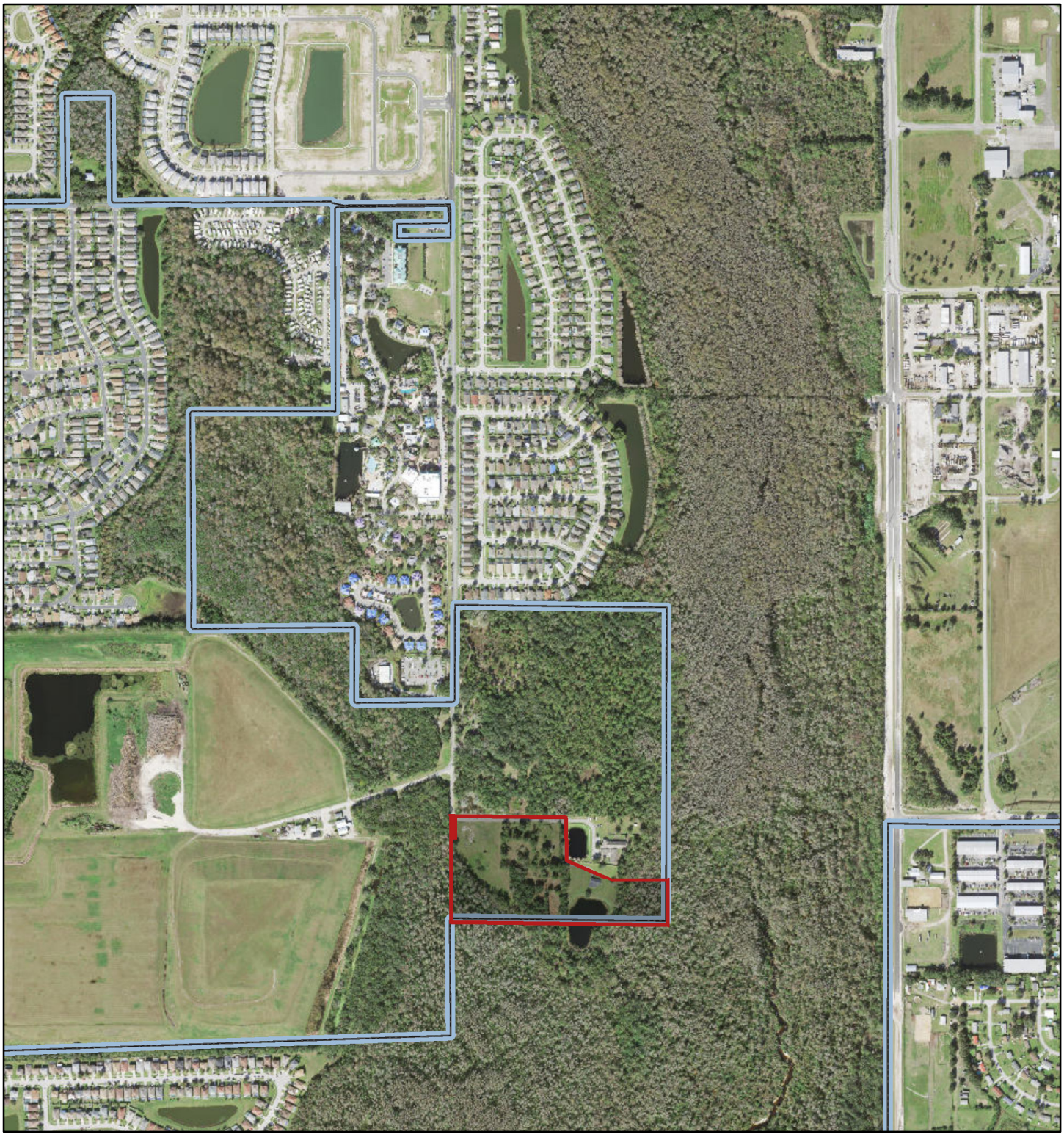
US Roads

Major Roads

COUNTY

City Limits

CITY



May 11, 2022

1:12,037

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Parcels

Road Centerlines

City Limits

CITY

COUNTY

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Give Kids the World, AX-22-0002
Parcel ID# 30-25-29-0000-0110-0000; 30-25-29-0000-0082-0000 & 30-25-29-0000-0081-0000
East of Poinciana Boulevard, north of Old Tampa Highway, south of W. Vine Street, & west of Hoagland Boulevard.
Site Data Tables

Site Data	
Size	15.50 acres
Future Land Use Designation	Low Density Residential (LDR) - County
Proposed Future Land Use Designation	Single Family Low Density (SF-LDR)
Zoning District Designation	AC - County
Proposed Zoning District Designation	AC (Agricultural Conservation) – City
Existing Overlay District	N/A
Existing Use(s)	Vacant
Proposed Use(s)	Low Impact Overflow Parking
Adjacent Land Use	
North	Low Density Residential and Institutional - County
South	Single Family - Low Density Residential (SF-LDR) – City
East	Low Density Residential (LDR) - County
West	Single Family - Low Density Residential (SF-LDR) – City
Adjacent Zoning	
North	Institutional (IN) - County
South	Agricultural Conservation (AC) – City
East	Institutional (IN) - County
West	Agricultural Conservation (AC) – City
Zoning History	N/A – Vacant Land
Past/Current Project Tracking	N/A

Comprehensive Plan Summary
Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR): single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods

Potential Zoning Districts	Agriculture and Conservation – AC
	Residential Estate District – RE
	Single Family Residential Districts – RA-1, RA-2, RA-3 and RA-4
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4 (A.3), Agriculture and Conservation District (AC) – When an annexed area is given a future land use designation other than Single Family Low Density Residential (SF-LDR), the AC district should be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Policy 1-1.2.8: Low Density Residential (LDR) (3 - 8 du/ac) – County	Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR) (up to 6 du/ac)

Public Facilities Analysis	
Transportation	
Adjacent street	Bass Road
Street Quality of Service (QOS)	Adjacent Streets are under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	

Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 22-14
ORDINANCE NO. _____

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

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

SECTION 1. After public hearing and proper legal advertisement, the City Commission of the City of Kissimmee determined that the hereinafter described property is susceptible of municipal benefits and that the best interest of the City of Kissimmee will be served by the annexation of the hereinafter described land.

Acreage: 15.5 acres

The subject property is located at S Bass Rd; 1045 S. Bass Rd.; & 1033 S. Bass Rd. Parcel ID: 30-25-29-0000-0110-0000; 30-25-29-0000-0082-0000 & 30-25-29-0000- 0081-0000

Legal Description:

NW 1/4 OF NW 1/4 OF SW 1/4 LESS BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

Together with Parcel 2:

COM AT W 1/4 COR OF SEC, S 89 DEG E 680.11 FT TO POB; CONT S 89 DEG E 40.02 FT, S 266.76 FT, S 72 DEG E 198.30 FT, S 29 DEG W 11.71 FT, S 62 DEG E 114.80 FT, N 89 DEG E 354.97 FT, S 285.13 FT, N 89 DEG W 674.90 FT, N 663.40 FT TO POB

Together with Parcel 3:

BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this ____ day of _____, 20____.

_____
Mayor-Commissioner

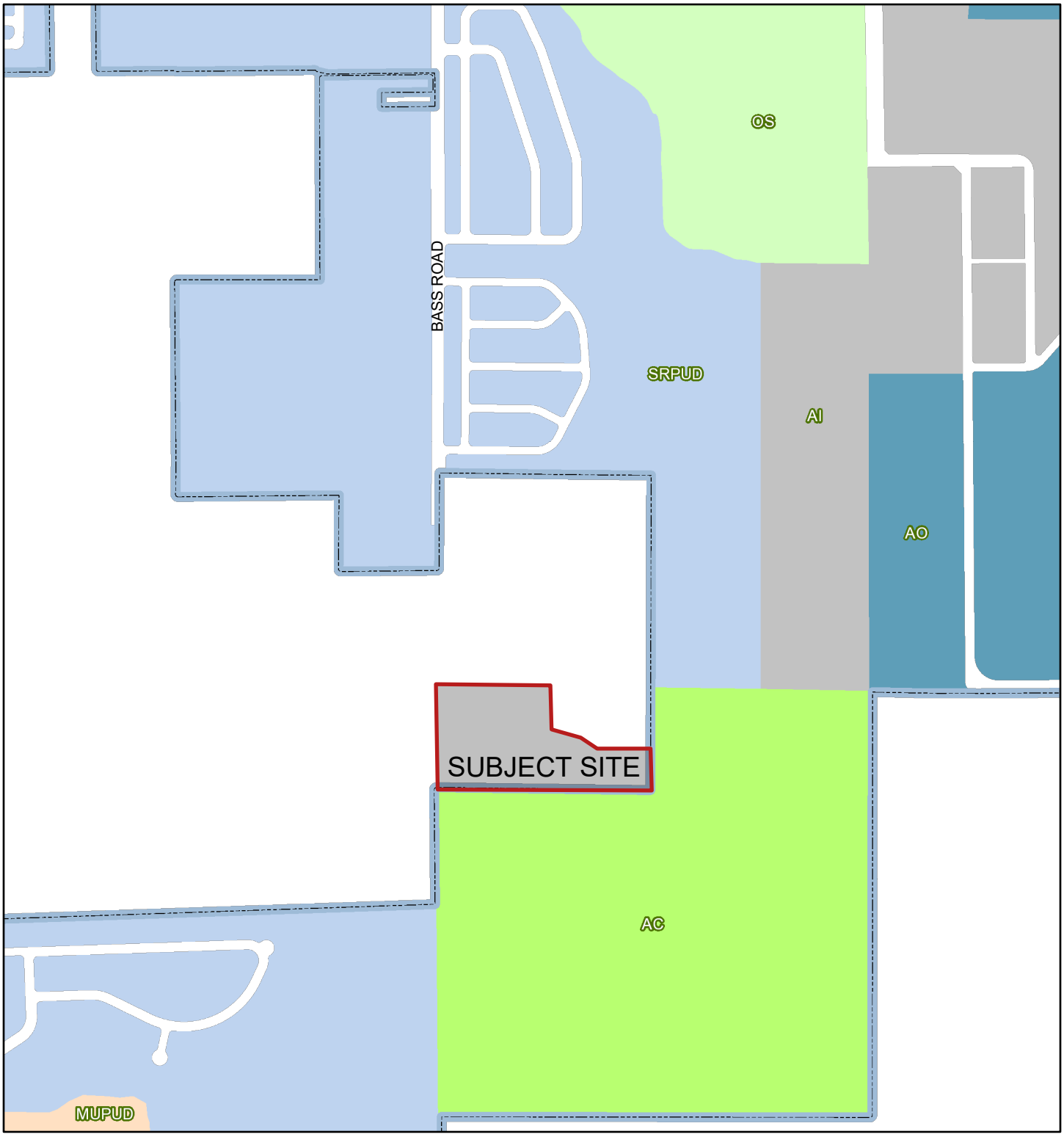
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

AX-22-0002



June 28, 2023

1:12,037

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Parcels

Road Centerlines

City Limits

CITY

COUNTY

Zoning District

AC (Agricultural Conservation)

AI (Airport Industrial)

AO (Airport Operations)

B-2 (Neighborhood Commercial)

B-3 (General Commercial)

B-5 (Office Commercial)

BP (Business Park)

CF (Community Facility)

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
VOLUNTARY ANNEXATION

The City Commission will meet on **July 18, 2023** at 6:00 p.m., in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, to hear the **Second & Final Reading** of the proposed voluntary annexation and vote upon its passage. The proposed annexation ordinance and a complete legal description by metes and bounds may be obtained by contacting the Office of the City Clerk, City Hall.

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

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

PROPOSED ORDINANCE #22-14 AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION.

The city is requesting annexation as follows:

The subject property is located at **South Bass Rd; 1045 S. Bass Rd.; & 1033 S. Bass Rd. Parcel ID: 30-25-29-0000-0110-0000; 30-25-29-0000-0082-0000 & 30-25-29-0000-0081-0000**

Legal Description:

NW 1/4 OF NW 1/4 OF SW 1/4 LESS BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

Together with Parcel 2:

COM AT W 1/4 COR OF SEC, S 89 DEG E 680.11 FT TO POB; CONT S 89 DEG E 40.02 FT, S 266.76 FT, S 72 DEG E 198.30 FT, S 29 DEG W 11.71 FT, S 62 DEG E 114.80 FT, N 89 DEG E 354.97 FT, S 285.13 FT, N 89 DEG W 674.90 FT, N 663.40 FT TO POB

Together with Parcel 3:

BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

Reference # AX-22-0002
Give Kids the World

CITY COMMISSION
KISSIMMEE, FLORIDA

AX-22-0002



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

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

POLICY 1.1.10.5: OSCEOLA COUNTY AND CITY OF KISSIMMEE LAND USE CONVERSIONS.

Upon annexation, land annexed into the City will be given an appropriate and compatible land use designation in one of the following ways:

1. If at the time of annexation, the City determines that the existing Osceola county Future Land Use Map designation is the most appropriate designation for the property, and will achieve the City's planning objectives for the area, the property will be given a City Future Land Use Map designation as indicated in the conversion table below.

COUNTY TO CITY CONVERSION TABLE

County Future Land Use Designation	City Future Land Use Designation
Rural/Agricultural	Single Family Low Density (SF-LDR)
Rural Enclave	Single Family Low Density (SF-LDR)
Low Density Residential	Single Family Low Density (SF-LDR)
Medium Density	Single Family Low Density (SF-LDR), Multiple Family Medium Density (MF-MDR), or Mixed-Use
High Density Residential	Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU)
Office	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)
Neighborhood Commercial	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)
Community Commercial	Commercial General (CG), or Mixed-Use (MU)
Urban Commercial	Commercial General (CG), or Mixed-Use (MU)
Employment	Commercial General (CG)
Tourist Commercial	Commercial General (CG), or Mixed-Use (MU)
Industrial	Industrial Business (IN)
Conservation	Recreation (REC), or Conservation (CONS)
Institutional	Institutional (INST) or Recreation (REC)
Natural Resource	Utilities (UT)

Additionally, all areas within the 100 year flood plain shall also be included under the Conservation Overlay District regardless of the Osceola County Future Land Use Map designation prior to annexation.

2. If at the time of annexation, the City determines that the existing Osceola County Future Land Use Map designation is not the most appropriate designation for the property, the property will be given a City land use designation in accordance with the land use plan amendment process as defined by Chapter 163 of the Florida Statutes and City codes and policies.

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

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Damas de Hierro, Inc.

The request is for the Commission to present a Proclamation for the anniversary of Damas de Hierro, Inc. to Daniela Droz and Dr. Vivian Badillo.

City Manager Steigerwald read a proclamation in honor of Damas de Hierro as the Mayor and Commissioners presented the proclamation to Daniela Droz and Dr. Vivian Badillo.

3.B Employee of the Month for December

That the City Commission join the City Manager in recognizing Debresha Davis, Parks & Recreation, as December's Employee of the Month

City Manager Steigerwald was unable to introduce Debresha Davis as she was unable to attend the meeting tonight. Ms. Davis will be recognized with the remaining eleven (11) employees who have been selected as the employees of the month during 2022. The selection of the Employee of the Year will be announced at the annual City employee luncheon on Thursday, December 8th.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance 22-14 to Annex 15.50 acres of land - AX-22-0002

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

PROVIDING AN EFFECTIVE DATE

Approval to Annex approximately 15.50 acres of property located east of Bass Road, South of West Vine Street and west of Hoagland Boulevard

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-14 by title.

Brenda Ryan, Senior Planner, reviewed the First Reading of a proposed ordinance and request for annexation of 15.50 acres of Give Kids the World overflow parking. This property meets the criteria for annexation and there are no planned developments at this time. The future land-use conversion will be heard at the Second Reading; County designation of Low Density Residential (LDR) is equivalent to the City's designation of SF-LDR (Single-Family Low Density Residential). At this time, if there are no questions, staff recommends approval.

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

Commissioner Eady made a motion to approve the First Reading of Proposed Ordinance # 22-14. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution to Vacate Portions of Right-of-Way on Aultman Street and North Beaumont Avenue - ABDN-22-0002

Public Hearing to vacate 9,187 square feet of right of way on the north side of Aultman Street, 1,967 square feet of right of way on the west side of N. Beaumont Ave. near the intersection with Aultman, and 1,257 square feet of right of way on N. Beaumont adjacent to the intersection with Sumner Street.

Senior Planner Ryan reviewed the request to vacate portions of rights-of-way on Aultman and Beaumont streets; all three pieces are directly adjacent to the Beaumont Government Complex. The vacation of right-of-way is needed for the Beaumont site to move forward with the development on the property. Staff is recommending approval subject to any additional dedications being brought back with the Final Plat after review at the staff level. Staff is available to answer any questions you may have.

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

Commissioner Eady moved to approve the Public Hearing and adopt Resolution # 27-2022. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

Commissioner Eady made a motion to remove Consent Item 7.B. and 7.H. and place them for discussion.

Motion carried 5 - 0.

Commissioner Eady made a motion to approve the Consent Agenda minus items 7.B. and 7.H. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the November 15, 2022 meeting

Request Commission approval of the November 15, 2022 Commission Minutes.

7.B Approval of Fire Departments 5-year Community Driven Strategic Plan

The Fire Department requests Commission approval of the Department's 5-year Community Driven Strategic Plan and is requesting approval to publish this document on the City's website.

Item removed from Consent and added to Discussion.

7.C Approval of the 2023 Event and Festival Series Calendar

City Commission approval of the 2023 Event and Festival Calendar Series.

7.D Agreement for Traffic Control Jurisdiction between the Stonefield Homeowners Association and the City of Kissimmee

The Police Department requests approval of the Agreement for Traffic Control Jurisdiction between the Stonefield Homeowners Association and the City of Kissimmee and for the Mayor to sign the agreement accordingly.

7.E Award of Continuing Services Contract Bid RFP2023-001 for Water Quality Analysis and Testing Services

Approval to award the Bid RFP2023-001 for Water Quality Analysis and Testing Services contract to Advanced Environmental Laboratories, Inc. and Eurofins Environment Testing America.

7.F Magnolia Park Replat 2 Final Plat (DRC# SR-22-0007)

Approval of the final plat known as Magnolia Park Replat 2.

7.G Construction Manager at Risk Agreement between the City of Kissimmee and Balfour

Beatty Construction, LLC. for the City Hall addition that will house the Building Division of the Development Services Department. Approval of the Construction Manager at Risk Agreement between the City of Kissimmee and Balfour Beatty Construction, LLC. for the City Hall addition that will house the Building Division of the Development Services Department.

7.H Approval of Holiday Incentive Payment

Item removed from Consent and added to Discussion.

7.I Utilize the City's continuing services contract with Baker Barrios Architects, Inc. for the design of the Berlinsky Community House project.

Approval to utilize the City's continuing services contract with Baker Barrios Architects, Inc. for the design of the Berlinsky Community House project in the amount of $415,700.00.

8. DISCUSSION ITEMS

Item 7.B. "Approval of Fire Departments 5-year Community Driven Strategic Plan"

Commissioner Eady asked for more information on the benefits to the City and our community for the accreditation process, and does this open any grants or other funding to the City.

City Manager Steigerwald explained this is similar to the Police Accreditation, which is an international accreditation process that provides for a standard of measuring our services, staffing, equipment, and response times. This is used to compare our level of service to other agencies all over the world.

Fire Chief Jim Walls stated we are not given any additional opportunity for funds but it does give us statistics for staffing and other information on our processes for future planning.

Commissioner Eady made a motion to approve Item 7.B. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

Item 7.H. "Approval of Holiday Incentive Payment"

Commissioner Eady directed questions to the City Manager relating to the Holiday Incentive Program; her questions were related to qualifications.

City Manager Steigerwald explained that all full-time employees with more than one-year of service receive $215 (approximately $150 after taxes) and all part-time employees with one year of service receive $107.50 (approximately $75 after taxes). Employees with less than one-year of service would receive half, with full-time employees receiving $107.50 before taxes and part-time employees receiving $53.75 before taxes.

Commissioner Martinez inquired if the Holiday Incentive was available to the Commission as employees of the City. City Manager Steigerwald and City Attorney Sanchez de Fuentes both individually agreed that the Commission salaries are set by the Charter and they did not feel the holiday incentive would be included in their salaries. Their compensation is based on population.

Commissioner Eady made a motion to approve the funds for the Holiday Incentive. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

8.A Proposed Contract with Freebee to Provide a New Micro-Mobility Transit Service with an Accompanying Resolution

Request consideration of a proposed micro-mobility solution for downtown and surrounding areas to be provided by Freebee, and approval of the service contract and accompanying resolution.

Ashley Cornelison, Development Services, discussed FreeBee and the initial contract approved by the Commission in September of this year. Due to the situation with the hurricane, we need transportation to local grocery stores. FreeBee operates similar to Uber or Lyft. The map of the covered area was displayed during the discussion and information was provided on access to grocery stores after some of the local stores are trying to reopen after flooding during the recent hurricane. Staff requested the Commission adopt a resolution that would give the City Manager the authority to amend the boundaries to accommodate the necessary routes for service and extend the time period the contract per the master agreement. Staff recommends approval.

Commissioner Martinez and Commissioner Castano questioned access for those citizens or senior citizens who do not have smart phones or the necessary technology to make contact for service. Planner Cornelison will inquire about alternate contact methods or call in services and can bring that information back to the Commission.

Commissioner Eady asked for an update on the transportation to grocery stores. Planner Cornelison explained that the routes could be modified if the Commission desires, but we need 60-90 days to get the service started. City Manager Steigerwald added that staff is recommending approval of the current map to get the services started and the resolution would give the City Manager the authority to amend the map based on the Commission's desires.

Commissioner Martinez made a motion to adopt Resolution # 28-2022 and the FreeBee service contract. Commissioner Castano second the motion.

Motion carried 5 - 0.

8.B Legislative Priorities for 2022-2023

Commission review and consideration of the 2023 Legislative Priorities

City Manager Steigerwald reviewed in detail the legislative issues as listed in the

Agenda. Staff met with our lobbyist and have confirmed our list is in line with the Legislative intents and can be included in the Osceola Legislative Efforts agenda as well. The Shingle Creek Trail Security was proposed last year and made it to the Governor, where it was vetoed. We do not want to spend time working on this request when it is fresh in the mind of the Governor.

The Commission did not express any concerns with the list provided as our Legislative Priorities.

Commissioner Castano made a motion to approve the Legislative Priorities as proposed. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

8.C Advisory Board Vacancy - Board of Adjustment

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

City Manager Steigerwald explained the previous appointment does not meet the qualifications.

Commissioner Castano does not have a candidate yet but she is working on.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the Festival of Lights events on Saturday, December 10, 2022. The event starts at 3:30 p.m. and includes Kid's Zone, Festival activities, Santa, and ends with the Festival of Lights Parade at 7:30 p.m.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano invited all our citizens to visit the festival and enjoy the parade.

Commissioner Eady announced the 1st Christmas for Seniors that will be held at Oak Street Park on December 22, 2022.

Commissioner Martinez thanked the police and fire staff for their outstanding service and work hard keeping our citizens safe. She personally witnessed an incident with a person who passed out and the police and fire heroes arrived and brought her back. She reminded the residents to plan for traffic if you attend the Festival of Lights activities. Parking will be an issue but look for the County Parking Garage as well as the SunRail Parking Garage to be open.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:40 PM.

Olga Gonzalez

MAYOR-COMMISSIONER

ATTEST:

Linda S. Hansell

CITY CLERK

MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JUNE 15, 2022 AT 6:00 PM

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

Staff Members Present: Douglas Etheredge, Assistant Director, Cristian Arias, Senior Planner, Kalanit Oded, Deputy City Attorney, Yolanda Hazley, Planning Technician

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

3.A Approval of the May 4, 2022 Planning Advisory Board Meeting Minutes

ACTION: Member Spalding made a motion to approve the minutes of the May 4, 2022, Planning Advisory Board meeting. Seconded by Member Thacker.

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Vice Chairman Wolff	**AYE**		
Member Spalding	**AYE**		

MOTION CARRIED 4-0

4. **OLD BUSINESS**

4.A **Public Hearing - Fountainhead PUD Amendment: PUD-22-0003**

Assistant Director Etheredge stated that this is a request for a PUD (Planned Unit Development) Amendment to amend the development standards and uses in the Fountainhead PUD on approximately 128.1 acres of land.

Assistant Director stated that the request expired so the applicant is submitting a application to the PUD to reestablish it and update it to today's standards.

Staff recommends approval for the following reasons:

1. Compliance with Land Development Code Section 14-3-28(G), Zoning Map Amendment to Planned Unit Development, in regards to the submittal and review procedures and criteria to support PUD conceptual plan amendments.
2. Compliance with the site design regulations such as density, lot area, setbacks, building separation, height, and other general standards such as internal

circulation, access and other conditions as outlined in Section 14-4-8(D)(4).

3. Compliance with Policy 1.2.1.3, Multi Family Medium Density Residential (MF-MDR) Future Land Use Designation, intended to ensure sufficient land area for developments of medium density and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR.
4. Compliance with Policy 1.2.1.4, Multi Family High Density Residential (MF-HDR) Future Land Use Designation, to provide multiple family residential development at higher densities that shall be adequately supported by public services and facilities, and maintain compatibility with the surrounding area. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses.

Staff recommends approval subject to the following 1 condition:

1. All other conditions, regulations, standards, etc., not mentioned by this amendment shall be governed by the Land Development Code.

ACTION: Member Spalding made a motion for approval subject to 1 condition. Seconded by Vice Chairman Wolff.

1. **All other conditions, regulations, standards, etc., not mentioned by this amendment shall be governed by the Land Development Code.**

4.B **Public Hearing - Ordinance to Annex 15.50 acres of land: Give Kids The World, AX-22-0002 - Proposed Ordinance # 22-14**

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

Planner Arias stated that this is a request for approval of an Annexation to annex 15.50 acres of land. The subject property is located east of Bass Road, South of West Vine Street and west of Hoagland Boulevard.

Planner Arias stated the applicant is proposing to utilize the property as low-impact overflow parking for there yearly Christmas Event.

Staff recommends approval for the following reasons:

1. Compliance with Chapter 171 of the Florida Statutes as it meets all the criteria for voluntary annexation as the property is contiguous, or adjacent, to the City Limits along the easterly and southern boundaries of the parcel. Public services, including water, sewer, drainage, and emergency services are already provided to these adjacent City parcels. The subject property is reasonably compact and will not result in the creation of an enclave if annexed.
2. Compliance with Comprehensive Plan Future Land Use Policy 1.1.10.5, Osceola County and City of Kissimmee Land Use Conversions, in that the the existing Osceola County Low Density Residential (LDR) Future Land Use Map

designation is equivalent to the City's Single Family Low Density Residential (SFLDR) Future Land Use designation and will be given this designation with the approval of this annexation.

3. Compliance with Section 14-3-25 annexation regulations outlined in the Land Development Code that refers to Chapter 171, Florida Statutes, and the general annexation procedures in the City's Comprehensive Plan utilizing either the City's land use conversion table in Future Land Use Policy 1.1.10.5, an Annexation Agreement, or a Future Land Use Map amendment. The land use conversion will be utilized to establish the Future Land Use designation on this property.

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

Chairman Bussiere	**AYE**	**Member Espinosa**	**AYE**
Vice Chairman Wolff	**AYE**	**Member Marrero-Pinto**	**AYE**
Member Spalding	**AYE**		

MOTION CARRIED 4-0

5. NEW BUSINESS

5.A Appoint/Reappoint Planning Advisory Board Chair and Vice Chair

ACTION: Member Spalding made a motion to table this item. Seconded by Member Thacker.

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Vice Chairman Wolff	**AYE**		
Member Spalding	**AYE**		

MOTION CARRIED 4-0

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

Adjourned-6:08 p.m.

Robert Bussiere, Chairman
Planning Advisory Board

Yolanda Hazley, Planning Technician
Development Services Dept.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the Planning Advisory Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the

proceeding is made, which includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 30-25-29-0000-0110-0000, 30-25-29-0000-0081-0000 & 30-25-29-0000-0082-0000 DATE: 4/13/2022
PLAN NUMBER: AX-22-0002

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Cristian I. Arias - 407-518-2373 Cristian.Arias@kissimmee.gov

Comments/Conditions (if applicable): Annexation approved subject to review and approval from Planning and Advisory Board and City Commission.

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

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

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

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: Bass Rd Parking **DATE: 4/11/2022**
PLAN (DRC) NUMBER: AX-22-0002

Review Status:
APPROVED WITH CONDITIONS.

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

Comments/Conditions (if applicable):

Conditions of Approval

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

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

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

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

ITEM 4.B

Public Hearing - Final Reading - Proposed Ordinance #22-20 - Amending the Zoning Map from County Agricultural & Conservation (AC) to City Agricultural & Conservation (AC): Give Kids the World - ZMA-22-0005

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of a Zoning Map Amendment to change the Zoning designation from County Agricultural (AC) to City Agricultural Conservation (AC) zoning on 15.5 acres of land.

Explanation

Approval of a Zoning Map Amendment from County Agricultural (AC) to City Agricultural Conservation (AC) zoning for approximately 15.50 acres of land. This proposal is subject to approval of a voluntary annexation application (AX-22-0002) submitted concurrently with this Zoning Map Amendment request.

The applicant is proposing to utilize the subject property as temporary satellite/overflow parking for Give Kids the World events and activities. According to the applicant, there are no immediate development plans for the parcels at this time. However, consistent with the Land Development Code, the AC zoning designation can be used as a holding zone which will permit appropriate rural development until such time new urban development is appropriate. The proposed zoning map amendment is consistent and compatible with adjacent uses and Future Land Use designations.

FINDINGS AND REASONS:

1. Compliance with the intent of the AC zoning district as outlined in Section 14-4-4(A)(3) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-5, Table 4-1, is consistent and compatible with the surrounding area.
3. Compliance with Land Development Code Section 14-3-27, Zoning map and Land Development Code (LDC) amendments, in regards to the submittal and review procedures and criteria to support an amendment.
4. Compliance with Comprehensive Plan Future Land Use Policy 1.1.10.5, Osceola County and City of Kissimmee Land Use Conversions, in that the existing Osceola County Low Density Residential (LDR) Future Land Use Map designation is equivalent to the City's Single Family Low Density Residential (SF-LDR) Future Land Use designation.

Recommendation

The Development Review Committee (DRC) recommended approval on September 20, 2022.

The Planning and Advisory Board (PAB) recommended approval by a vote of 4-0 on November 2, 2022.

CONDITION:

City of Kissimmee

1. Subject to the approval of the annexation (AX-22-0002) ordinance.

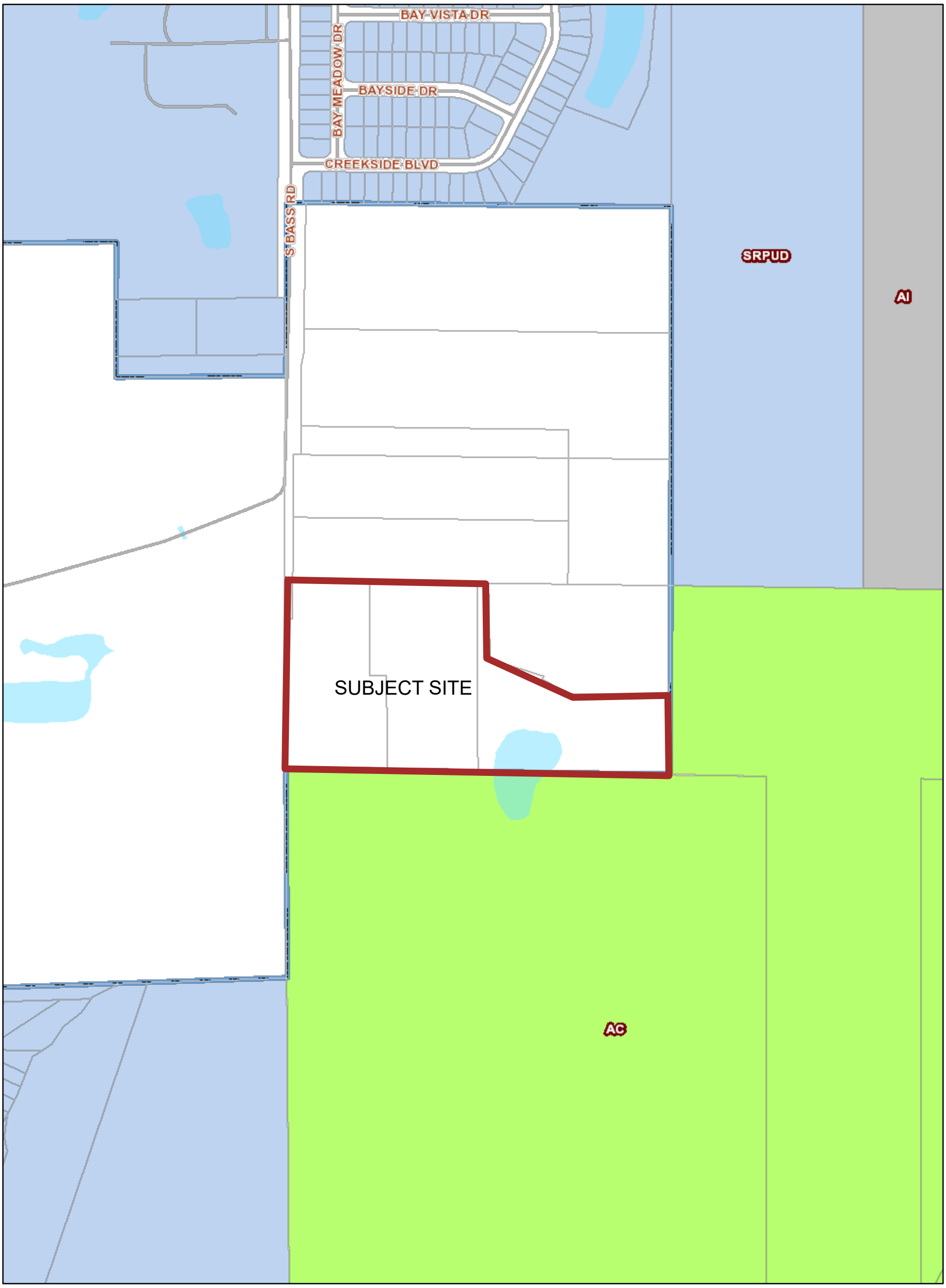
REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

Department: Development Services
Presenter:

Attachment(s):
1. ZMA-22-0005 Vicinity Map
2. ZMA-22-0005 Aerial Map
3. ZMA-22-0005 Site Data Tables
4. (S) ZMA-22-0005 Proposed Ordinance 22-20
5. ZMA-22-0005 - City Commission Ad
6. ZMA-22-0005 November 2, 2022 PAB Minutes
7. ZMA-22-0005 DRC Comments
8. ZMA-22-0005 DRC Application

ZMA-22-0005



10/27/2022, 4:18:13 PM

City Limits
Road Centerlines
Parcels
County

Zoning Districts

AC (Agricultural Conservation)
AI (Airport Industrial)
AO (Airport Operations)
B-2 (Neighborhood Commercial)
B-3 (General Commercial)
B-5 (Office Commercial)
BP (Business Park)
CF (Community Facility)
HC (Highway Commercial)
HF (Hospital Facility)
IB (Industrial Business)
MH (Mobile Home 6,000 sqft)
MHP (Mobile Home Park)

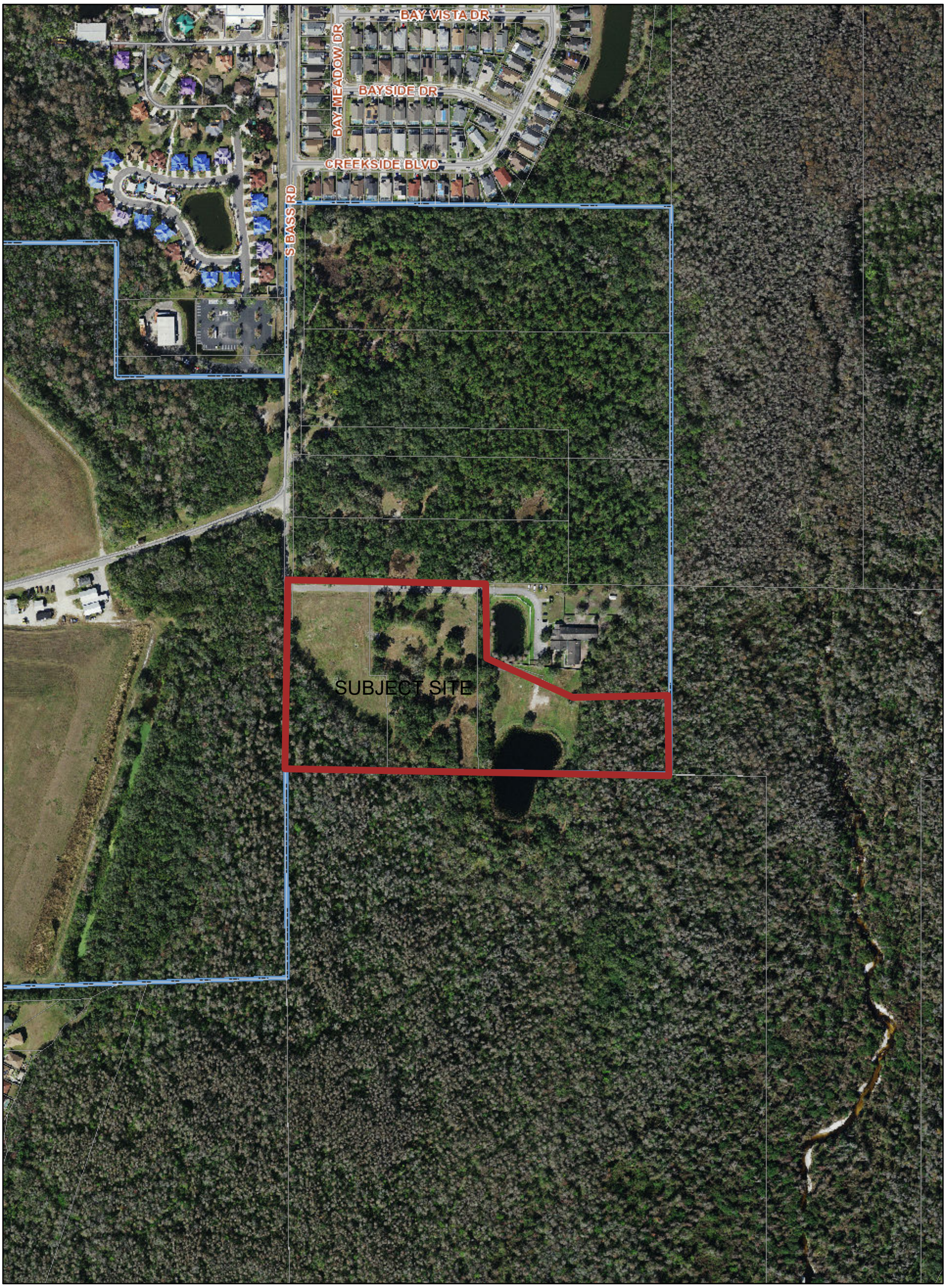
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Web AppBuilder for ArcGIS

ZMA-22-0005



10/27/2022, 4:17:11 PM

City Limits

Road Centerlines

Parcels

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Web AppBuilder for ArcGIS

Give Kids the World, ZMA-22-0005
Parcel ID# 30-25-29-0000-0110-0000; 30-25-29-0000-0082-0000 &
30-25-29-0000-0081-0000
East of Poinciana Boulevard, north of Old Tampa Highway, south of W. Vine Street, & west of Hoagland Boulevard.
Site Data Tables

Site Data	
Size	15.50 acres
Future Land Use Designation	Low Density Residential (LDR) - County
Proposed Future Land Use Designation	Single Family Low Density (SF-LDR)
Zoning District Designation	AC - County
Proposed Zoning District Designation	AC (Agricultural Conservation) – City
Existing Overlay District	N/A
Existing Use(s)	Vacant
Proposed Use(s)	Low Impact Overflow Parking
Adjacent Land Use	
North	Low Density Residential and Institutional - County
South	Single Family - Low Density Residential (SF-LDR) – City
East	Low Density Residential (LDR) - County
West	Single Family - Low Density Residential (SF-LDR) – City
Adjacent Zoning	
North	Institutional (IN) - County
South	Agricultural Conservation (AC) – City
East	Institutional (IN) - County
West	Agricultural Conservation (AC) – City
Zoning History	N/A – Vacant Land
Past/Current Project Tracking	AX-22-0002 Annexation

Comprehensive Plan Summary

Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR): single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods

Potential Zoning Districts	Agriculture and Conservation – AC
	Residential Estate District – RE
	Single Family Residential Districts – RA-1, RA-2, RA-3 and RA-4
	Short-Term Rental Planned Unit Development - SRPUD
	Mixed-Use Planned Unit Development District - MUPUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4 (A.3), Agriculture and Conservation District (AC) – When an annexed area is given a future land use designation other than Single Family Low Density Residential (SF-LDR), the AC district should be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Policy 1-1.2.8: Low Density Residential (LDR) (3 - 8 du/ac) – County	Policy 1.2.1.2, Single Family Low Density Residential (SF-LDR) (up to 6 du/ac)

Public Facilities Analysis	
Transportation	
Adjacent street	Bass Road
Street Quality of Service (QOS)	Adjacent Streets are under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	

Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 22-20
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3068, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: AC (Agricultural & Conservation Development) – County

TO: AC (Agricultural & Conservation Development) – City

The subject property is located at: S Bass Rd; 1045 S. Bass Rd.; & 1033 S. Bass Rd. Parcel ID: 30-25-29-0000-0110-0000; 30-25-29-0000-0082-0000 & 30-25-29-0000-0081-0000

Legal Description:

NW 1/4 OF NW 1/4 OF SW 1/4 LESS BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

Together with Parcel 2:

COM AT W 1/4 COR OF SEC, S 89 DEG E 680.11 FT TO POB; CONT S 89 DEG E 40.02 FT, S 266.76 FT, S 72 DEG E 198.30 FT, S 29 DEG W 11.71 FT, S 62 DEG E 114.80 FT, N 89 DEG E 354.97 FT, S 285.13 FT, N 89 DEG W 674.90 FT, N 663.40 FT TO POB

Together with Parcel 3:

BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3068 as heretofore amended shall remain in full force and effect.

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this __**18th**__ day of __**July**___, 20**23**_.

_____
Mayor - Commissioner

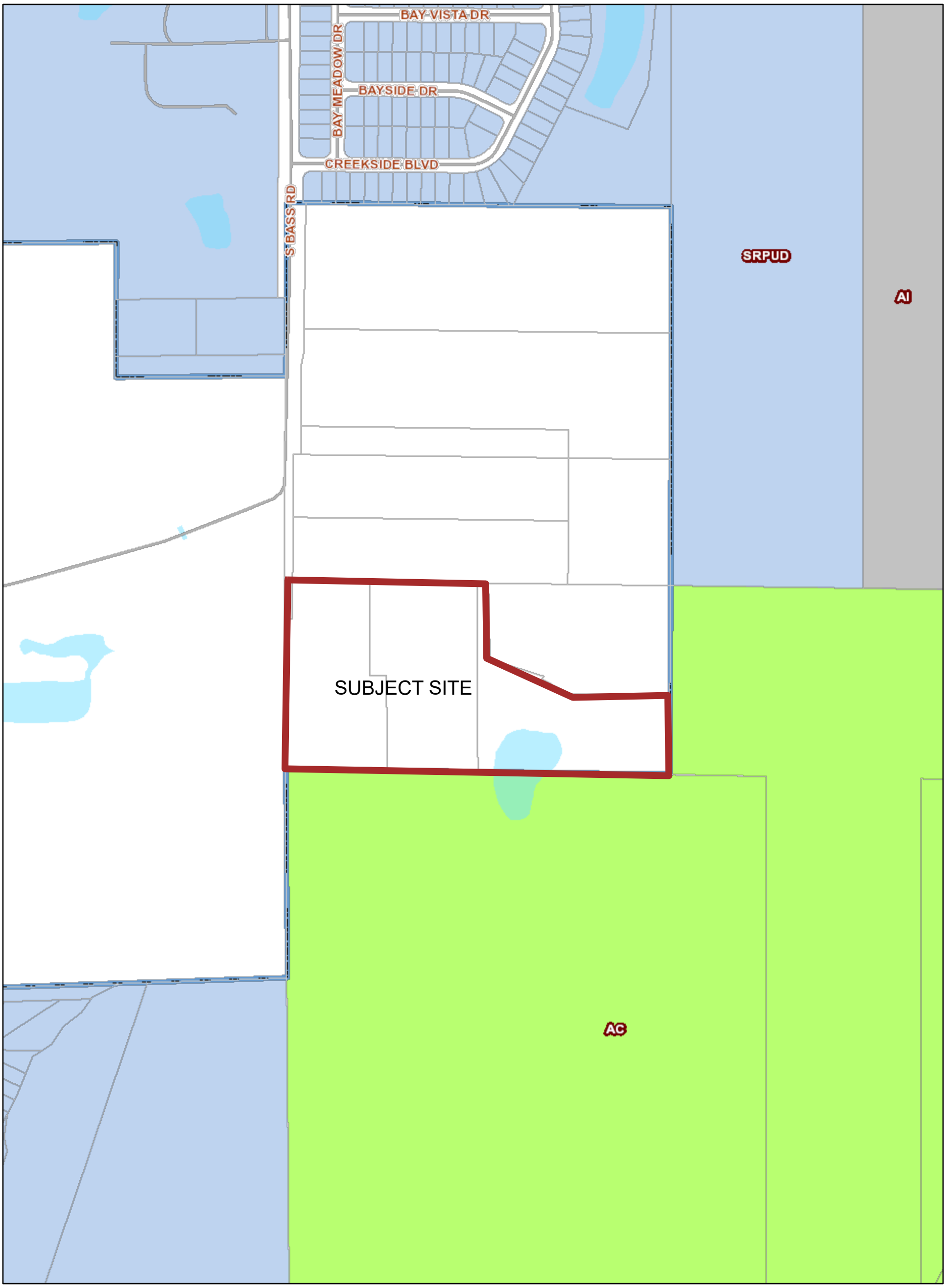
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ZMA-22-0005



10/27/2022, 4:18:13 PM

City Limits
Road Centerlines
Parcels
County

Zoning Districts

AC (Agricultural Conservation)
AI (Airport Industrial)
AO (Airport Operations)
B-2 (Neighborhood Commercial)
B-3 (General Commercial)
B-5 (Office Commercial)
BP (Business Park)
CF (Community Facility)
HC (Highway Commercial)
HF (Hospital Facility)
IB (Industrial Business)
MH (Mobile Home 6,000 sqft)
MHP (Mobile Home Park)

1:4,514

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Web AppBuilder for ArcGIS

NOTICE OF PUBLIC HEARING
CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **AC - (Agricultural Conservation) - County**

TO: **AC - (Agricultural Conservation) - City**

The subject property is located at located at **S Bass Rd; 1045 S. Bass Rd.; & 1033 S. Bass Rd. Parcel ID: 30-25-29-0000-0110-0000; 30-25-29-0000-0082-0000 & 30-25-29-0000-0081-0000**

Legal Description:

NW 1/4 OF NW 1/4 OF SW 1/4 LESS BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

Together with Parcel 2:

COM AT W 1/4 COR OF SEC, S 89 DEG E 680.11 FT TO POB; CONT S 89 DEG E 40.02 FT, S 266.76 FT, S 72 DEG E 198.30 FT, S 29 DEG W 11.71 FT, S 62 DEG E 114.80 FT, N 89 DEG E 354.97 FT, S 285.13 FT, N 89 DEG W 674.90 FT, N 663.40 FT TO POB

Together with Parcel 3:

BEG AT NE COR OF NW 1/4 OF NW 1/4 OF SW 1/4, S 663.4 FT, W 320 FT, N 333.12 FT, W 60 FT, N 330 FT, E 380 FT TO POB

PROPOSED ORDINANCE **#22-20**: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, July 18, 2023** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, July 18, 2023.** Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

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



Reference # ZMA-22-0005
Give Kids the World ZMA

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, NOVEMBER 2, 2022 AT 6:00 PM

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

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

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

3.A Approval of the September 7, 2022 and October 5, 2022 Planning Advisory Board Meeting Minutes.

ACTION: Member Spalding made a motion to approve the minutes of the September 7, 2022, and October 5, 2022. Planning Advisory Board meeting. Seconded by Member Santiago.

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Member Spalding	**AYE**		
Member Santiago	**AYE**		

MOTION CARRIED 4-0

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

5.A Public Hearing - Ordinance amending the Zoning Map from County Agricultural & Conservation (AC) to City Agricultural & Conservation (AC): Give Kids the World, ZMA-22-0005 - Proposed Ordinance #22-14

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

Planner Arias stated that this is a request for a Zoning Map Amendment AC (Agricultural & Conservation)-County to AC (Agricultural Conservation)-City. The subject site consists of 15.5 acres of land.

Staff recommends approval for the following reasons:

1. Compliance with the intent of the AC zoning district as outlined in Section 14-4-4(A)(3) of the Land Development Code.
2. Compliance with the allowable uses as outlined in Section 14-4-5, Table 4-1, is consistent and compatible with the surrounding area.
3. Compliance with Land Development Code Section 14-3-27, Zoning map and Land Development Code (LDC) amendments, in regards to the submittal and review procedures and criteria to support an amendment.
4. Compliance with Comprehensive Plan Future Land Use Policy 1.1.10.5, Osceola County and City of Kissimmee Land Use Conversions, in that the existing Osceola County Low Density Residential (LDR) Future Land Use Map designation is equivalent to the City's Single Family Low Density Residential (SF-LDR) Future Land Use designation.

Staff recommends approval subject to the following 1 condition:

1. Subject to the approval of the annexation (AX-22-0002) ordinance.

Michael Bausman, Director of Facilities Resources for Give Kids the World Village, representing the applicant stated GKTW (Give Kids the World) thanked Staff for their help in this process.

ACTION: Member Thacker made a motion to approve subject to 1 condition. Seconded by Member Spalding.

1. Subject to the approval of the annexation (AX-22-0002) ordinance.

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Member Spalding	**AYE**		
Member Santiago	**AYE**		

MOTION CARRIED 4-0

5.B Public Hearing to vacate portions of Right-of-Way on Aultman Street and N. Beaumont Avenue -- ABDN-22-0002

Planning Manager Ryan stated that this is a request for a Vacation of Right-of-Way to vacate a portion of Aultman and N. Beaumont Ave.

Planning Manager Ryan stated that the buildings located in the Beaumont Complex have been demolished making way for redevelopment that is currently in review for a Mixed Use project.

Staff recommends approval for the following reasons:

1. Removal of the rights-of-way does not have an impact or affect on the roadway network.
2. Consistent with applicant justification; future development; emergency responses; city services; and other Land Development Code documents.
3. Compliance with Land Development Code Sections 14-3-4, Vacation and Abandonment of Rights-of-Way and Easements, procedures, requirements, and criteria for right of way vacation requests.

separation requirements and shall be removed in order to accommodate the streetscape zone requirements.

3. Parking islands shall be installed every 10 parking spaces and parking abutting a landscaped area shall require a curb.
4. Street walls, building design, massing, articulation and other design elements shall meet the Form Based Code requirements in the Land Development Code.
5. Parking reduction is subject to the installation of a bicycle locker. A bicycle locker shall be maintained and not substituted with a bicycle rack. Bicycle locker details must be provided with the construction plan review.

Sam Sebaali, 5127 Orange Ave. Orlando, FL, representing the applicant stated they are in a agreement with Staff's recommendations and was available for any questions.

John Tiller resident of 922 Hughey St., stated that the use should be for a single family or a duplex and he did not agree with this request.

Darcy Tiller, resident of 922 Hughey St., stated that this request does not fit for this area and is in disagreement with this request.

Chairman Bussiere asked where the parking would be located.

Planner Arias stated that it would be on the northern portion of the property.

Mr. Seballi stated that they do recognize that the property is surrounded by single family, however the zoning designation and Code as it stands does allow for the request they are proposing.

Member Thacker asked what the timeline for this request is.

Mr. Seballi stated that they do not currently have a timeline for this request.

ACTION: Member Spalding made a motion to approve with 5 conditions. Seconded by Member Santiago.

1. **A 14-foot wide streetscape zone shall be established on Hughey Street and Dillingham Avenue and shall consist of an 8-foot wide furnishing zone and a 6-foot wide sidewalk.**
2. **The existing trees on Hughey Street above existing power lines are in conflict with separation requirements and shall be removed in order to accommodate the streetscape zone requirements.**
3. **Parking islands shall be installed every 10 parking spaces and parking abutting a landscaped area shall require a curb.**
4. **Street walls, building design, massing, articulation and other design elements shall meet the Form Based Code requirements in the Land Development Code.**
5. **Parking reduction is subject to the installation of a bicycle locker. A bicycle locker shall be maintained and not substituted with a bicycle rack. Bicycle locker details must be provided with the construction plan**

Staff recommends approval subject to the following 1 condition:

1. Any additional easement dedication requirements over the vacated portions of rights of way shall be provided and reviewed with the final plat submittal.

Debbie Luke stated she owned property on Maple and Beaumont, wanted clarification if the easement would be encroach on the east side of the property, as it would affect her property.

Planning Manager Ryan stated that this request would not affect her property.

ACTION: Member Spalding made a motion to approve subject to 1 condition. Seconded by Member Santiago.

1. **Any additional easement dedication requirements over the vacated portions of rights of way shall be provided and reviewed with the final plat submittal.**

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Member Spalding	**AYE**		
Member Santiago	**AYE**		

MOTION CARRIED 4-0

5.C Public Hearing for a Conditional Use with Site Plan to develop a six-unit multifamily residential project at 925 Hughey Street -- CU-22-0004

Planner Arias stated that this is a request for a Conditional Use w/Site Plan for a six-unit multi-family residential development. The subject property is located at 925 Hughey St.

Staff recommends approval for the following reasons:

1. Compliance with the intent of the Neighborhood Restricted (T4-R) transect zoning standards as outlined in Section 14-5-4(C) of the Land Development Code.
2. Compliance with Section 14-5-6, Table 5-1,as a multiple family residential is a use listed as potential conditional use allowance in the Neighborhood Restricted (T4-R) transect zoning district.
3. Compliance with Section 14-3-29(G)(1)-(13) general review criteria for conditional use approval as the subject property, layout, compatibility, and public facility impacts of the project are in compliance with the Land Development Code.
4. Compliance with Comprehensive Plan Future Land Use Element Policy 1.2.9.2, Mixed Use – Downtown (MU-D), Low Density Residential sub-area, which is primarily residential in character, and is generally intended to remain so. The mix of uses in this sub-area shall be 85-95 percent residential and 5-15 percent non-residential, with a maximum project density of up to 20 du/acre.

Staff recommends approval subject to the following 5 conditions:

1. A 14-foot wide streetscape zone shall be established on Hughey Street and Dillingham Avenue and shall consist of an 8-foot wide furnishing zone and a 6-foot wide sidewalk.
2. The existing trees on Hughey Street above existing power lines are in conflict with

review.

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Member Spalding	**AYE**		
Member Santiago	**AYE**		

MOTION CARRIED 4-0

5.D Public Hearing for a Conditional Use with Site Plan Waiver for a heavy manufacturing use at 941 Armstrong Boulevard. -- CU-22-0008

Planner Arias stated that this is a request for a Conditional Use w/Site Plan for a heavy manufacturing use. The subject property is located at 941 Armstrong Blvd.

Planner Arias stated that the applicant is proposing to install appliances and customized equipment in food trucks.

Staff recommends approval for the following reasons:

1. Compliance with the intent of the Industrial Business (IB) zoning standards, Land Development Code (LDC) Section 14-4-4(N).
2. Compliance with LDC Section 14-3-29(C)(2), conditional use site plan waiver, since the existing parking, loading, lighting and other site characteristics are not impacted by the conditional use.
3. Compliance with Section 14-3-29(F), general review criteria, for conditional use approval as the subject property, layout, compatibility, and public facility impacts of the project are in compliance with the Land Development Code.
4. Analysis for conditions of approval has been reviewed based on the criteria specified under LDC Section 14-3-29(G).

Staff recommends approval subject to the following 6 conditions:

1. This conditional use approval is for heavy manufacturing and installation of appliances and equipment within food trucks at 941 Armstrong Boulevard only and cannot be transferred or expanded to other tenant space on this parcel.
2. Outdoor display and storage of food trucks, appliances, materials, or any other related items shall be prohibited.
3. No food truck, vehicular, or appliance sales shall be permitted onsite. All sales will be conducted solely online and delivered and/or installed onsite on a temporary basis.
4. No food truck, vehicular, or appliance repair, or maintenance is permitted.
5. No test driving of food trucks or vehicles shall be permitted in the parking lot.
6. Parking of all vehicles shall be located on paved surfaces within marked parking spaces and shall not be conducted within any driveway, access points, handicapped access aisle, loading zone, or fire lanes.

Member Spalding asked for clarification if this would be manufacturing of food trucks.

Planner Arias stated that this would be strictly for the customization of existing food trucks.

Cristina Gallo, 941 Armstrong Blvd., representing the applicant stated this is for the customization of new food trucks only.

ACTION: Member Spalding made a motion to approve subject to 6 conditions. Seconded by Member Thacker.

1. **This conditional use approval is for heavy manufacturing and installation of appliances and equipment within food trucks at 941 Armstrong Boulevard only and cannot be transferred or expanded to other tenant space on this parcel.**
2. **Outdoor display and storage of food trucks, appliances, materials, or any other related items shall be prohibited.**
3. **No food truck, vehicular, or appliance sales shall be permitted onsite. All sales will be conducted solely online and delivered and/or installed onsite on a temporary basis.**
4. **No food truck, vehicular, or appliance repair, or maintenance is permitted.**
5. **No test driving of food trucks or vehicles shall be permitted in the parking lot.**
6. **Parking of all vehicles shall be located on paved surfaces within marked parking spaces and shall not be conducted within any driveway, access points, handicapped access aisle, loading zone, or fire lanes.**

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Member Spalding	**AYE**		
Member Santiago	**AYE**		

MOTION CARRIED 4-0

5.E Public Hearing for a Conditional Use with Site Plan Waiver for a cosmetology school at 505 W Vine St. -- CU-22-0017

Planner Prevost stated that this is a request for a Conditional Use w/Site Plan for a Cosmetology School. The subject property is located at 505 W. Vine St.

Planner Prevost stated that this building is 3 stories with approxiamtely18, 800 square feet that was originally established as medical offices.

Staff recommends approval for the following reasons:

1. Compliance with the intent of the Mixed Use Urban Corridor (T5-U) transect zoning standards as outlined in Section 14-5-4(E) of the Land Development Code.
2. Compliance with Section 14-5-6, Table 5-1,as an educational service establishment is a use listed as potential conditional use allowances in the Mixed Use Urban Corridor (T5-U) transect zoning district.
3. Compliance with Section 14-3-29(F), general review criteria, for conditional use approval as the subject property, layout, compatibility, and public facility impacts of the project are in compliance with the Land Development Code.
4. Compliance with Section 14-3-29(C)(2), conditional use site plan waiver, since the existing parking, loading, lighting and other site characteristics are not impacted by the conditional use.

Staff recommends approval subject to the following 1 condition:

1. Educational service use is limited to the second floor of the building up to a maximum of 96 students only.

Member Spalding asked for clarification if the medical office would remain in the building.

Planner Prevost stated that there are only two other businesses occupying space which consists of one medical office and one administrative office in the building.

ACTION: Member Spalding made a motion to approve subject to 1 condition. Seconded by Member Santiago.

1. **Educational service use is limited to the second floor of the building up to maximum of 96 students only.**

Chairman Bussiere	**AYE**	**Member Thacker**	**AYE**
Member Spalding	**AYE**		
Member Santiago	**AYE**		

MOTION CARRIED 4-0

6. **PUBLIC HEARINGS**
7. **DISCUSSION**
8. **HEAR CHAIRMAN AND BOARD MEMBERS**
9. **ADJOURNMENT** – Meeting adjourned at 6:44 p.m.

Robert Bussiere, Chairman
Planning Advisory Board

Yolanda Hazley, Planning Technician
Development Services Dept.

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

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 30-25-29-0000-0110-0000, 30-25-29-0000-0081-0000 & 30-25-29-0000-0082-0000 **DATE: 9/14/2022**
PLAN (DRC) NUMBER: ZMA-22-0005

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Cristian I. Arias - 407-518-2373 Cristian.Arias@kissimmee.gov

Comments/Conditions (if applicable):

Zoning Map Amendment ZMA 22-0005 is part of annexation application AX-22-0002 for Give Kids the World. Annexation AX-22-0002 was reviewed and approved by the PAB on May 18, 2022. Zoning Map Amendment application requires review by DRC and PAB, and will run concurrently with Annexation application, which will be reviewed and approved by City Commission.

After further analysis, staff will recommend the following for the ZMA application:

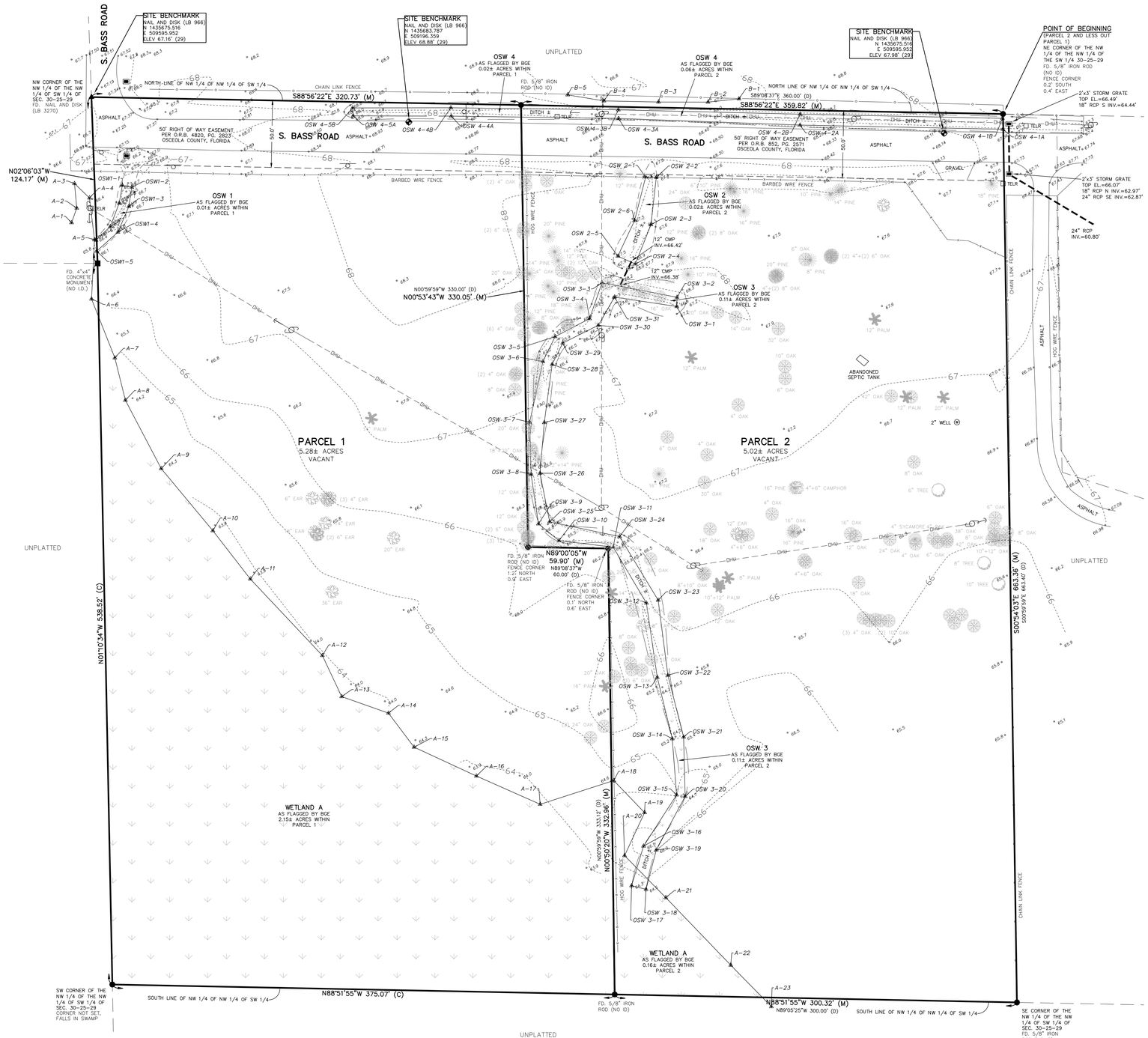
Land Development Code Section 14-4-4 (A.3), Agriculture and Conservation District (AC) – When an annexed area is given a future land use designation other than Single Family Low Density Residential (SF-LDR), the AC district should be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning.

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

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

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

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LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, AS RECORDED IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RESERVING UNTO THE GRANTORS, THEIR HEIRS OR ASSIGNS A RIGHT-OF-WAY EASEMENT OVER THE NORTH 50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LESS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH 00 DEGREES 59 MINUTES 59 SECONDS EAST, 663.40 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4; RUN THENCE NORTH 89 DEGREES 05 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 300.0 FEET, RUN THENCE NORTH 00 DEGREES 59 MINUTES 59 SECONDS WEST, 333.12 FEET; RUN THENCE NORTH 89 DEGREES 08 MINUTES 37 SECONDS WEST , 60.0 FEET; RUN THENCE NORTH 00 DEGREES 59 MINUTES 59 SECONDS WEST 330.0 FEET, TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4; RUN THENCE SOUTH 89 DEGREES 08 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, 360.0 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE NORTH 50.0 FEET, OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST OSCEOLA COUNTY, FLORIDA.

PARCEL 2:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH 00 DEGREES 59 MINUTES 59 SECONDS EAST, 663.40 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4; RUN THENCE NORTH 89 DEGREES 05 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 300.0 FEET, RUN THENCE NORTH 00 DEGREES 59 MINUTES 59 SECONDS WEST, 333.12 FEET; RUN THENCE NORTH 89 DEGREES 08 MINUTES 37 SECONDS WEST, 60.0 FEET; RUN THENCE NORTH 00 DEGREES 59 MINUTES 59 SECONDS WEST, 330.0 FEET, TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4; RUN THENCE SOUTH 89 DEGREES 08 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, 360.0 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE NORTH 50.0 FEET, OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST OSCEOLA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. 1929 DATUM. REFERENCE BENCHMARK IS OC 1842, A BRASS DISK SET IN CONTROL STRUCTURE IN THE SOUTHWEST CORNER OF RETENTION POND LOCATED IN ADJOINING PARCEL TO THE EAST. ELEVATION = 65.98'

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).

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

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

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

ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12097C0065G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE IN ZONES "X" AND "AE".

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

WETLAND LINE SHOWN HEREON WAS FLAGGED BY BGE INC AND LOCATED BY THE SURVEYOR ON 5/20/21.

CERTIFICATION:

I HEREBY CERTIFY TO:

GIVE KIDS THE WORLD

DocuSigned by:
EA1A6F33740F46B...

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

5-26-2021
DATE

ABBREVIATIONS

P.B. PLAT BOOK	(C) CALCULATED	° DEGREES	ALL PROPERTY CORNERS AS NOTED.	EL. ELEVATION			
D.B. DEED BOOK	(P) PLAT	' MINUTES	D.U.E. DRAINAGE AND UTILITY EASEMENT	P.T. POINT OF TANGENCY			
BK. BOOK	(D) DESCRIBED	" SECONDS	ID IDENTIFICATION	P.C. POINT OF CURVE			
PG. PAGE	± MORE OR LESS	L.B. LICENSED BUSINESS	P.C.P. PERMANENT CONTROL POINT	P.R.C. POINT OF REVERSE CURVE			
SECT. SECTION	(M) MEASURED	L.S. LICENSED SURVEYOR	P.O.B. POINT OF BEGINNING	P.I. POINT OF INTERSECTION			
TWP. TOWNSHIP	C.B. CHORD BEARING	B.W.F. BARBED WIRE FENCE	P.O.C. POINT OF COMMENCEMENT	N.&T. NAIL AND TAB			
RGE. RANGE	CH. CHORD	H.W.F. HOG WIRE FENCE	F/F. FINISH FLOOR ELEVATION	C.M.P. CORRUGATED METAL PIPE			
COR. CORNER	R. RADIUS	C.L.F CHAIN LINK FENCE	L.F.E. LOWEST FLOOR ELEVATION	R.C.P. REINFORCED CONCRETE PIPE			
AC. ACRES	L LENGTH	W.F. WOOD FENCE	G.F.E. GARAGE FLOOR ELEVATION	INV. INVERT			
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	Δ DELTA	E/P EDGE OF PAVEMENT	R/W RIGHT OF WAY	FD. FOUND			
	T TANGENT	FRM. FRAME	O.R. OFFICIAL RECORDS	P.R.M. PERMANENT REFERENCE MONUMENT			
	C/L CENTERLINE	O/S OFFSET	STY. STORY				
BM BENCHMARK			CONC. CONCRETE	TX TRANSFORMER			
C.B.S. CONCRETE BLOCK & STUCCO							

LEGEND

UNDERGROUND POWER LINE	BENCHMARK	CLEAN OUT	
OVERHEAD POWER LINE	WOOD POWER POLE	SANITARY SEWER M.HOLE	
BURIED TELEPHONE LINE	CONCRETE POWER POLE	STORM SEWER M.HOLE	
BURIED GAS MAIN	METAL POWER POLE	GAS METER	
BURIED WATER LINE	GUY WIRE ANCHOR	GAS VALVE	
BURIED SANITARY SEWER LINE	WOOD LIGHT POLE	CABLE TELEVISION RISER	
	CONCRETE LIGHT POLE	TELEPHONE RISER	
	METAL LIGHT POLE	TELEPHONE CONTROL BOX	
	FIBERGLASS LIGHT POLE	ELECTRIC TRANSFORMER	
	FIRE HYDRANT	ELECTRIC SERVICE METER	
	WATER VALVE	TRAF. SIGNAL CONTROL BOX	
	WELL	BOLLARD	
	WATER METER	SIGN	
	RECLAIMED WATER VALVE	FIBER OPTIC MARKER	
	RECLAIMED WATER METER	TELEPHONE MARKER	
	AIR RELEASE VALVE	GAS MARKER	

BOUNDARY & TOPOGRAPHIC SURVEY

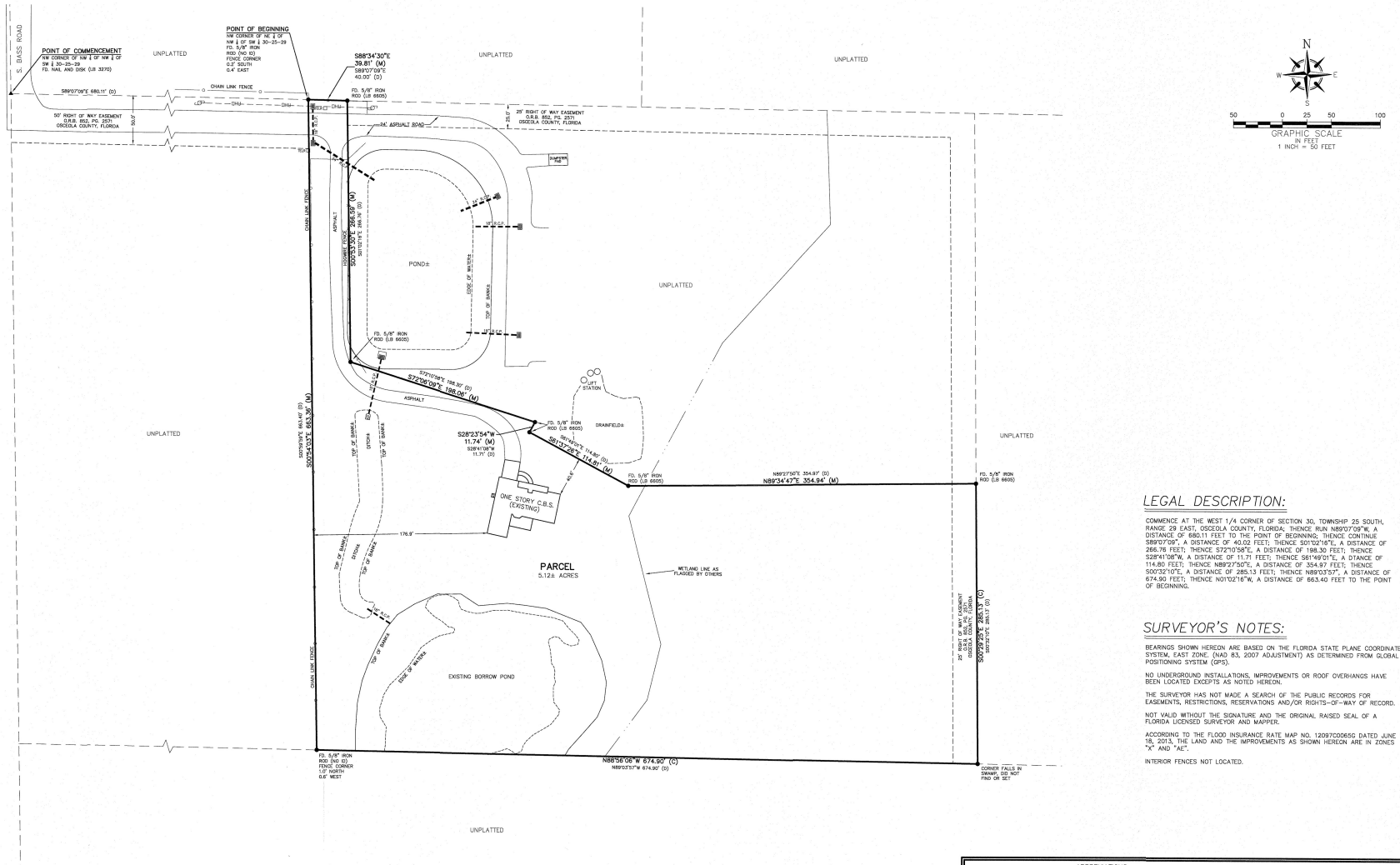
GIVE KIDS THE WORLD, S. BASS ROAD

REVISIONS	NGVD 1929 VERTICAL DATUM
	SECT. 30 TWP. 25 S. RGE. 29 E.

F.B 1164 PGS. 47-48, F.B. 1167 PGS. 35-40
CAD FILE# 04-109 BASS ROAD TOPO.DWG
DATE OF SURVEY 5/21/21 | JOB #04-109 | SCALE: 1"=40' | DRAWN BY: CRS | CHECKED BY: RDB

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

SHEET 1 OF 1



LEGAL DESCRIPTION:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN N89°07'09"W, A DISTANCE OF 680.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°07'09", A DISTANCE OF 40.02 FEET; THENCE S01°02'16"E, A DISTANCE OF 266.76 FEET; THENCE S72°10'58"E, A DISTANCE OF 198.30 FEET; THENCE S28°41'08"W, A DISTANCE OF 11.71 FEET; THENCE S61°49'01"E, A DTANCE OF 114.80 FEET; THENCE N89°27'50"E, A DISTANCE OF 354.97 FEET; THENCE S00°32'10"E, A DISTANCE OF 285.13 FEET; THENCE N89°03'57", A DISTANCE OF 674.90 FEET; THENCE N01°02'16"W, A DISTANCE OF 663.40 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).

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

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

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

ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12097C0065G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE IN ZONES "X" AND "AE".

INTERIOR FENCES NOT LOCATED.

CERTIFICATION:

I HEREBY CERTIFY TO:

GIVE KIDS THE WORLD

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

9/15/20
DATE

ABBREVIATIONS

P.B. PLAT BOOK
D.B. DEED BOOK
BK. BOOK
PG. PAGE(S)
SEC. SECTION
TWP. TOWNSHIP
RGE. RANGE
COR. CORNER
AC. ACRES
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
BM. BENCHMARK
C.B.S. CONCRETE BLOCK & STUCCO
(C) CALCULATED
(P) PLAT
(D) DESCRIBED
(M) MEASURED
C.B. CHORD BEARING
CH. CHORD
R. RADIUS
L. LENGTH
Δ DELTA
T. TANGENT
℄ CENTERLINE
° DEGREES
' MINUTES
" SECONDS
LB LICENSED BUSINESS
LS LICENSED SURVEYOR
B.W.F. BARBED WIRE FENCE
H.W.F. HOG WIRE FENCE
C.L.F. CHAIN LINK FENCE
W.F. WOOD FENCE
EP EDGE OF PAVEMENT
FFM. FRAME
O/S OFFSET
ALL PROPERTY CORNERS AS NOTED:
D.U.E. DRAINAGE AND UTILITY EASEMENT
ID IDENTIFICATION
P.C.P. PERMANENT CONTROL POINT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
I.R.F. IRON ROD FOUND
L.F.E. LOWEST FLOOR ELEVATION
G.F.E. GARAGE FLOOR ELEVATION
R/W RIGHT OF WAY
O.R.B. OFFICIAL RECORDS
STY. STORY
CONC. CONCRETE
EL. ELEVATION
P.T. POINT OF TANGENCY
P.C. POINT OF CURVE
P.R.C. POINT OF REVERSE CURVE
P.I. POINT OF INTERSECTION
N.A.T. NAIL AND TAB
C.M.P. CORRUGATED METAL PIPE
R.C.P. REINFORCED CONCRETE PIPE
INV. INVERT
FND. FOUND
P.R.M. PERMANENT REFERENCE MONUMENT
TX TRANSFORMER

LEGEND

BENCHMARK
WOOD POWER POLE
CONCRETE POWER POLE
GUY WIRE ANCHOR
LIGHT POLE
SIGN
FIRE HYDRANT
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
GAS VALVE
TELEPHONE RISER BOX
METAL LIGHT POLE
CLEAN OUT (SEWER)
GAS METER
UNDERGROUND GAS MARKER
FIBER OPTIC MARKER
WATER VALVE
WATER METER
CABLE TELEVISION RISER BOX
WOOD LIGHT POLE
WELL
ELECTRIC CONTROL BOX
ELECTRIC TRANSFORMER
FIBERGLASS LIGHT POLE
UNDERGROUND POWER LINE
OVERHEAD POWER LINE
BURIED TELEPHONE LINE
BURIED GAS MAIN
BURIED WATER LINE
BURIED SANITARY SEWER LINE

BOUNDARY SURVEY

1045 SOUTH BASS ROAD

REVISIONS	REVISIONS

P.B. 1164 PGS. 47-48
CAD FILE: 04-109 ADDITION BOUNDARY.DWG
DATE OF SURVEY: 9/3/20 JOB #04-109 SCALE: 1"=50' DRAWN BY: CRS CHECKED BY: RDB

SECT. 30 TWP. 25 S. RGE. 29 E.

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

SHEET 1 OF 1

ITEM 4.C

Public Hearing - Final Reading - Proposed Ordinance #23-12 - Amending the Zoning Map designation from Open Space (OS) to Multiple Family Medium Density (RC-2): Bass Road Townhomes, ZMA-22-0007

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of a Zoning Map Amendment to change the Zoning designation from Open Space (OS) to Multiple Family Medium Density Residential (RC-2) on approximately 7.96 acres of land.

Explanation

This property was annexed, along with 264 other parcels, as part of a Small Enclaves Interlocal Agreement (ILA) between the City of Kissimmee and Osceola County (DRC-19-00017). The ILA was intended to annex enclave properties and their associated roadways that could potentially create problems with planning, growth management, and local services. Enclaves, per Florida Statutes Chapter 171, are those areas that are encompassed by a City and where municipal services, such as water, sewer, drainage, police, and fire protection are already provided to surrounding properties. This agreement was approved and adopted by the Osceola County Board of County Commissioners on February 18, 2019.

The Future Land Use designations of properties within the agreement were determined and established in accordance with Comprehensive Plan Policy 1.1.10.5 -- Osceola County and City of Kissimmee Land Use Conversions. The Open Space (OS) Zoning designation was established under the ILA Rezoning Amendments (DRC-19-00019). Both were approved at the February 5, 2019 City Commission meeting. There was a scriveners error within the exhibit tables that accompanied the ILA Rezoning Amendments where this property was designated with an OS Zoning designation. The easternmost portion of the property is within the City's Conservation Overlay that must provide a conservation impact report with the subsequent development review submittals and is subject to applicable local, state, and federal permitting requirements and standards.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-4-4.E, Multifamily Medium Density Residential (RC-2) Zoning District, that is compatible with the Multiple Family Medium Density Residential (MF-MDR) Land Use designation.

Recommendation

City of Kissimmee

The Development Review Committee (DRC) recommended approval on May 16, 2023.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on June 21, 2023.

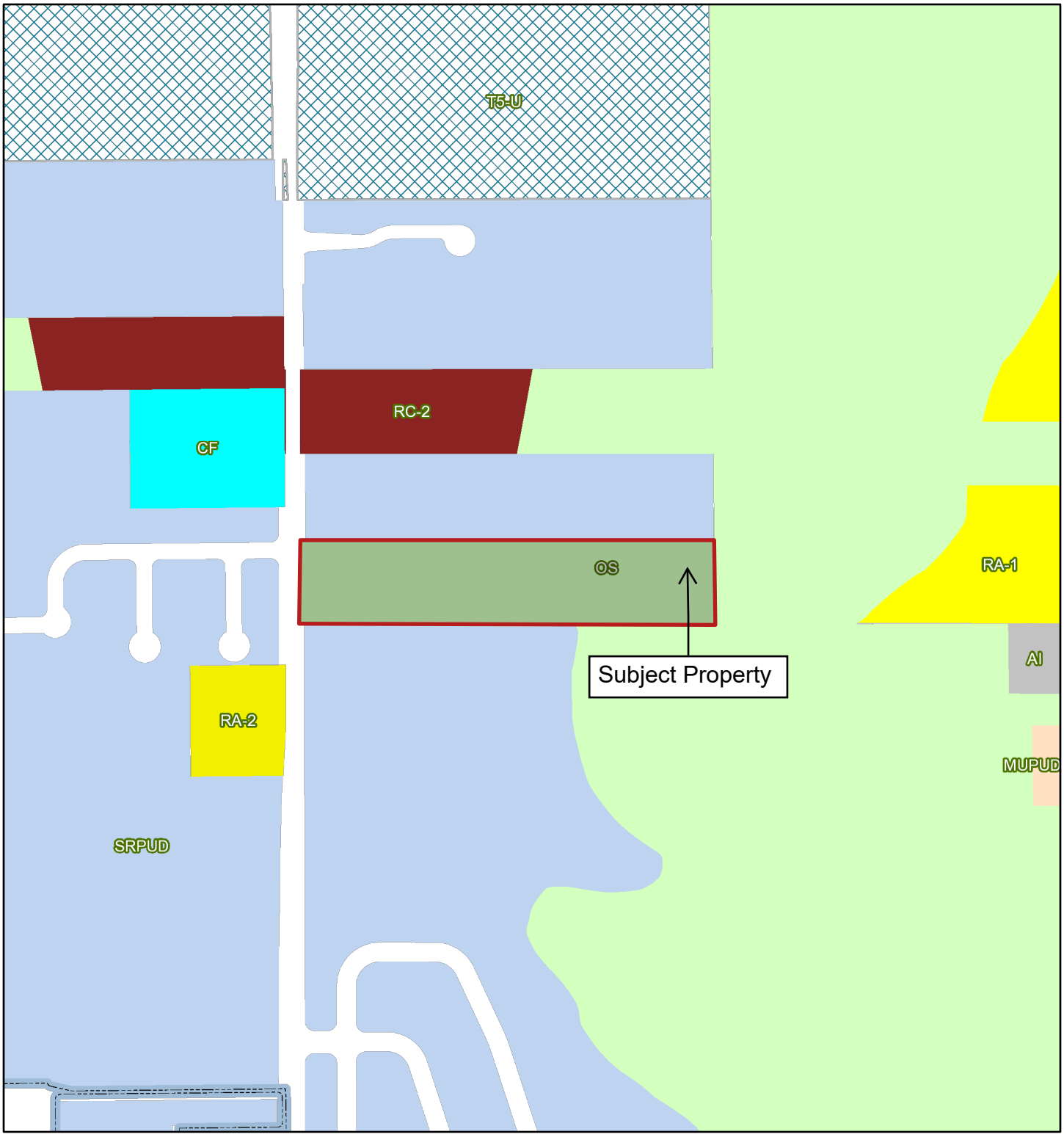
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):
1. ZMA-22-0007 Vicinity Map
2. ZMA-22-0007 Aerial Map
3. ZMA-22-0007 Site Data Table
4. (S) ZMA-22-0007 Proposed Ordinance 23-12
5. ZMA-22-0007 City Commission Ad
6. ZMA-22-0007 June 21, 2023 PAB Action Summary
7. ZMA-22-0007 DRC Comments
8. ZMA-22-0007 DRC Support Documents

ZMA-22-0007
Bass Road Townhomes ZMA



June 2, 2023

1:6,019

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

ZMA-22-0007
Bass Road Townhomes ZMA



June 2, 2023

1:6,019

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

State of Florida, Maxar

Bass Road, ZMA-22-0007
Zoning Map Amendment
East of Bass Rd, North of Waterford Way, West of S Hoagland Blvd, & South of W Vine St.
19-25-29-0000-0200-0000
Site Data Tables

Site Data	
Size	7.96 acres
Future Land Use Designation	MF-MDR (Multifamily Medium Density Residential); CONS (Conservation)
Proposed Future Land Use Designation	N/A
Zoning District Designation	OS (Open Space)
Proposed Zoning District Designation	RC-2 (Multifamily Medium Density Residential)
Existing Overlay District	Conservation Overlay
Existing Use(s)	Vacant Pasture/Wetlands
Proposed Use(s)	Townhomes
Adjacent Land Use	
North	SF-MDR (Single Family Medium Density Residential) – City & REC (Recreation) - City
South	SF-LDR (Single Family Low Density Residential) – City & REC (Recreation) - City
East	REC (Recreation) - City
West	SF-LDR (Single Family Low Density Residential) – City
Adjacent Zoning	
North	SRPUD (Short Term Rental Planned Unit Development) – City
South	SRPUD (Short Term Rental Planned Unit Development) – City
East	OS (Open Space) – City
West	SRPUD (Short Term Rental Planned Unit Development) – City
Future Land Use & Zoning History	19-017 – Annexation ILA 19-019 – ZMA ILA
Past/Current Project Tracking	

Comprehensive Plan Summary
Policy 1.2.1.3, MF-MDR (Multi-Family Medium Density Residential): This designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses. New development in areas delineated on the Future Land Use Map for medium density residential uses shall be developed

and/or maintained as residential neighborhoods. The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should be located so they provide a smooth transition between lower density residential areas, and mixed-use areas or those developed and/or designated for more intense uses.

Policy 1.2.8.2, CONS (Conservation): Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas. The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties. Where the designation is applied, the City shall adopt appropriate programs, policies, and/or ordinances for managing implementation of the Comprehensive Plan policies applicable to the designation.

Potential Zoning Districts	RC-1 (Multiple Family Medium Density Residential)
	RC-2 (Multiple Family High Density Residential)
	B-2 (Neighborhood Commercial)
	MUPUD (Mixed Use Planned Unit Development)

Zoning District Standards – District Summary

Multiple Family Medium Density Residential Districts (RC-1 and RC-2). This district is primarily intended to accommodate multiple family developments. The RC-1 district is envisioned for locations where medium density housing already exists and other places appropriate for such development. Frequently the locations serve as a transition between residential neighborhoods and non-residential development. This district is intended for use in areas which have been assigned a Multiple Family Medium Density Residential (MF-MDR) or a Multiple Family High Density Residential (MF-HDR) future land use designation by the comprehensive plan. The RC-2 district is envisioned for areas that are adjacent to development with compatible intensity levels, arterial or collector roads, and have the requisite utilities. These areas should generally be highly accessible to commercial services. The RC-2 district is intended for use in areas which have been assigned a Multiple Family High Density Residential (MF-HDR) future land use designation. Future development proposals within these districts should provide for a smooth transition in residential density, preserve stability of established residential neighborhoods, and include sufficient open space, parking, and landscaping to reinforce objectives for quality living areas.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Zoning*
Uses	MF-MDR (Multi-Family Medium Density Residential) & CONS (Conservation)	RC-2 (Multi-Family Medium Density Residential)

Public Facilities Analysis	
Transportation	
Adjacent street	S Bass Rd.
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	Yes – Compliance
Potable Water	
Is volume less than 98% capacity?	Yes – Compliance
Is water pressure at least 40lbs per square inch?	Yes – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	Yes – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	Yes – Compliance
Is urban open space area at least 2 acres per 1,000 population?	Yes – Compliance
Is total recreation area at least 4 acres per 1,000 population?	Yes – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	Yes – Compliance

PROPOSED ORDINANCE NO. 23-12
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3068, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: OS (Open Space) – City

TO: RC-2 (Multiple Family Medium Density Residential) – City

The subject property is located at: Parcel ID: 19-25-29-0000-0200-0000

Legal Description:

S 264 FT OF SW 1/4 OF NW 1/4 LESS THE FOLLOWING LYING WITHIN THE ABOVE LEGAL: BEG AT NW COR OF SW 1/4 OF 19-25-29, N 368.62 FT, E 2.44 FT, N 427.21 FT, N 4 DEG E 167.86 FT, N 227.71 FT, N 3 DEG W 261.80 FT, W 8.81 FT TO W/L OF SEC 19, N 918.91 FT TO S R/W OF HWY 192, E 48.07 FT, S 627.84 FT, S 1 DEG W 203.93 FT, S 213.14 FT, S 2 DEG E 264.13 FT, S 1061.60 FT, S 88 DEG W 41.91 FT TO POB

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3068 as heretofore amended shall remain in full force and effect.

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **18th** day of **July**, 20**23**.

_____
Mayor - Commissioner

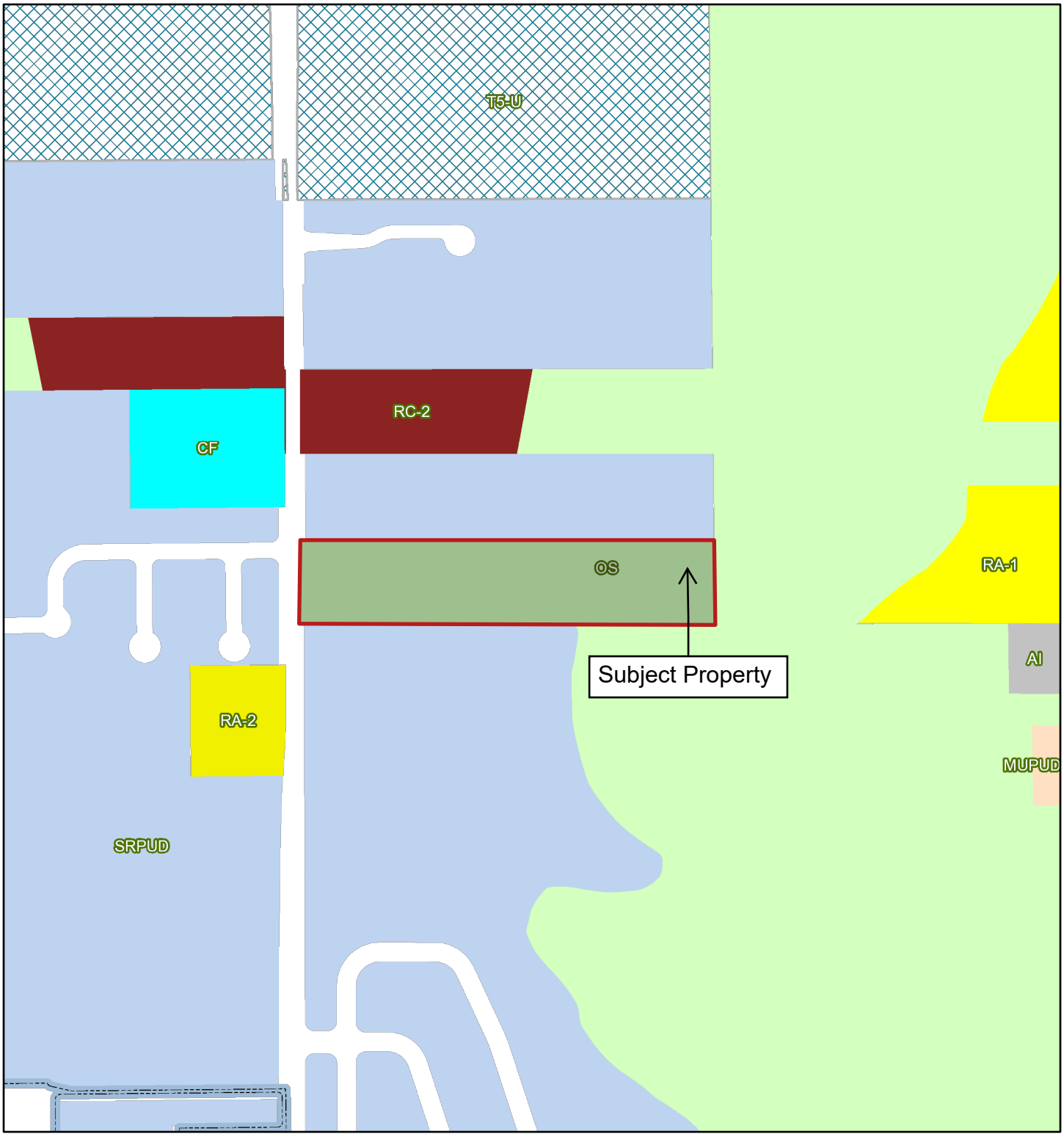
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ZMA-22-0007
Bass Road Townhomes ZMA



June 2, 2023

1:6,019

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

NOTICE OF PUBLIC HEARING

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **OS - (Open Space) - City**
TO: **RC-2 (Multiple Family Medium Density Residential) - City**

The subject property is located at located at **Bass Rd. Parcel ID: 19-25-29-0000-0200-0000**

Legal Description:

S 264 FT OF SW 1/4 OF NW 1/4 LESS THE FOLLOWING LYING WITHIN THE ABOVE LEGAL: BEG AT NW COR OF SW 1/4 OF 19-25-29, N 368.62 FT, E 2.44 FT, N 427.21 FT, N 4 DEG E 167.86 FT, N 227.71 FT, N 3 DEG W 261.80 FT, W 8.81 FT TO W/L OF SEC 19, N 918.91 FT TO S R/W OF HWY 192, E 48.07 FT, S 627.84 FT, S 1 DEG W 203.93 FT, S 213.14 FT, S 2 DEG E 264.13 FT, S 1061.60 FT, S 88 DEG W 41.91 FT TO POB

PROPOSED ORDINANCE NO. 23-12: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, July 18, 2023** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, July 18, 2023**. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

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



Reference # ZMA-22-0007
Bass Rd ZMA

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JUNE 21, 2023 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Robert Spalding, Board Member Diana Marrero-Pinto, Board Member Melissa Thacker, Board Member Fatima Santiago, Board Member Sylvette Santos
Staff Present: Deputy City Attorney Kalanit Oded, Planner Tricia Prevost, Planning Manager Brenda Ryan
Members Absent: Board Member Robert Bussiere

   Vice Chair Marrero-Pinto called the meeting to order at 06:17 PM.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Vice Chair Marrero-Pinto led the audience in the Pledge of Allegiance.
3. **MINUTES**
4. **OLD BUSINESS**
5. **NEW BUSINESS**

5.A Public Hearing - An Ordinance amending the Zoning Map designation from City Open Space (OS) to City Multiple Family Medium Density (RC-2): Bass Road Townhomes, ZMA-22-0007 - Proposed Ordinance #23-12

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Board Member Spalding made a motion to Approve . Board Member Santos seconded the motion.

AYE: Board Member Marrero-Pinto, Board Member Thacker, Board Member Fatima Santiago
NAY: None

Motion to Approve Passed 5 - 0.

Miguel Kaled, 2305 Edgewater Drive, Orlando, FL 32804, property owner

Deputy City Attorney Oded asked whether there has been any ex parte communication, site visits, or any conflicts.

5.B Public Hearing - Conditional Use with Site Specific Redevelopment Plan request to convert a residential property to office use - 1012 Mabbette Office Conversion, CU-22-0023

Board Member Spalding made a motion to Approve w/Conditions. Board Member Santos

seconded the motion.

AYE: Board Member Marrero-Pinto, Board Member Thacker, Board Member Fatima Santiago
NAY: None

Deputy City Attorney Oded asked whether there has been any ex parte communication, site visits, or any conflicts.

Planner Prevost stated no public comments have been received.

Motion to Approve w/Conditions Passed 5 - 0.

6. **PUBLIC HEARINGS**
7. **DISCUSSION**
8. **HEAR CHAIRMAN AND BOARD MEMBERS**
9. **ADJOURNMENT** Board Member Spalding made a motion to Adjourn. Board Member Thacker seconded the motion.

AYE: Board Member Marrero-Pinto, Board Member Santos, Board Member Fatima Santiago
NAY: None

Motion to Adjourn Passed 5-0.

There being no further business to come before the Planning Advisory Board, Vice Chairman Marrero-Pinto adjourned the meeting at 06:28 PM.

Board Chairman

ATTEST:

Board Secretary

TRANSMITTAL FOR PLAN REVIEW

ADDRESS: 19-25-29-0000-0200-0000

DATE: 5/10/2023

PERMIT NUMBER: ZMA-22-0007

Plan status:

Approved with conditions.

PLANNING DIVISION - Patricia Prevost - 407.518.2107 - Patricia.Prevost@kissimmee.gov

Please see below the comments/conditions:

GENERAL

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

ADVISORY

1. A conservation impact report is required for any development occurring in the Conservation Overlay. This can be submitted at the site plan stage. **(14-3-33)**.
2. Density will be calculated based on gross acreage.
3. Open space requirements will be calculated based on buildable acreage only. Wetlands may not be amenitized to be included in the open space calculation.
4. The subject property is not within the Short-Term Rental Overlay, so short-term rentals will not be permitted in this development.

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

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

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation.

Provide a response to comments within one hundred eight (180) days, or a request for an extension submitted for consideration. Otherwise, the project will be considered abandoned and a new application will be required to proceed.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#:2022/23-0122

DRC#: ZMA-22-0007

Current FLU: MDR
Requested FLU: N/A

PROJECT NAME: Bass Rd. Townhomes

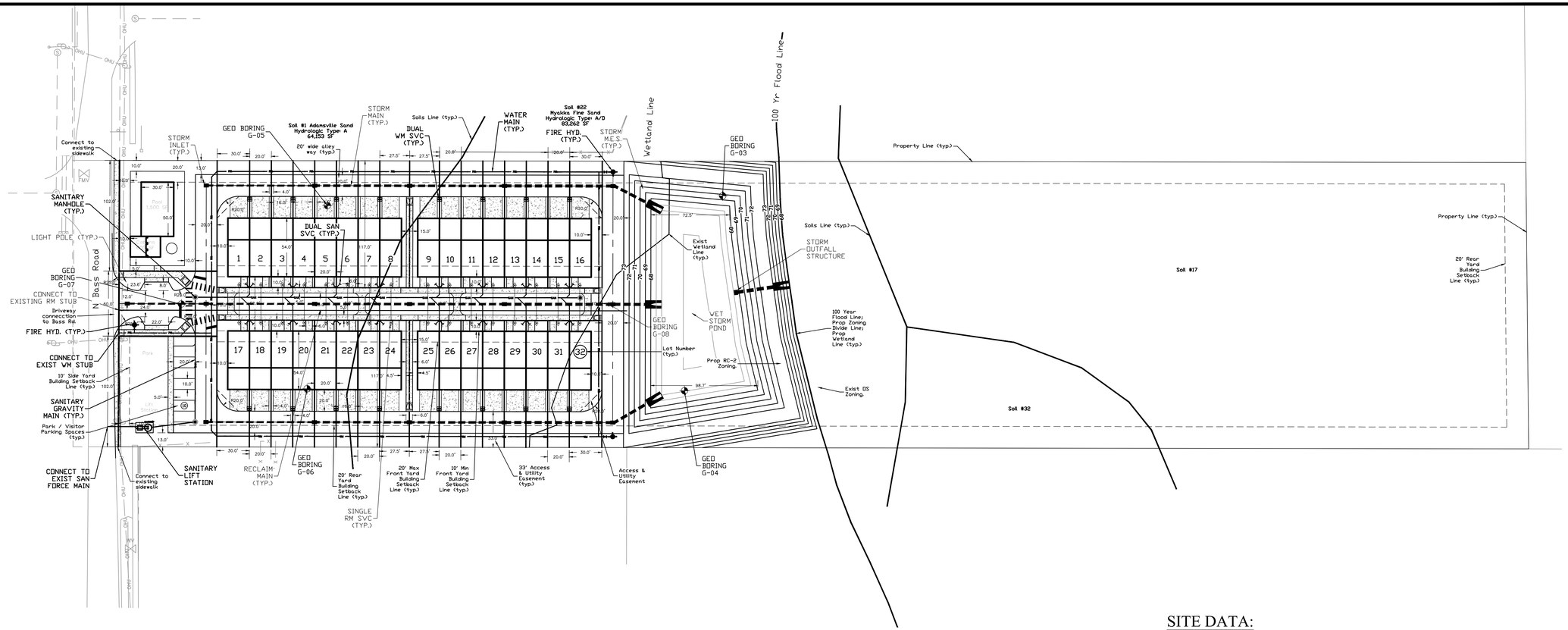
Current Zoning: OS
Requested Zoning: MDR

PROJECT LOCATION: N. Bass Rd., Kissimmee, 34746

COMMENTS DUE DATE: 5.10.23

PID#: 19-25-29-0000-0200-0000

This zoning map amendment has no impact on public school capacity.



Denham Engineering, LLC	Bass Rd. Townhomes **AREA CALCULATIONS** Kissimmee, FL	PN: 6604 BY: JBD DATE: 2/16/2023	Open Space	Wet Pond

Area Calculations

Developable Area		164,691.58	sf	3.78	ac	
Wetlands		178,094.59	sf	4.09	ac	
Wetland buffer		-	sf	0.00	ac	
Easement		-	sf	0.00	ac	
Total Area		342,786.17	sf	7.87	ac	
					% of Develop-able Area	% of Required Open Space
Open Space						
Required % of Developable Area		41,172.90	sf	0.95	ac 25.0%	
Provided	Area A - Wet Pond	41,840.00	sf	0.96	ac 25.4%	101.6%
	Area B - Green Center	17,750.00	sf	0.41	ac 10.8%	43.1%
	Area C - Pool Area	7,140.00	sf	0.16	ac 4.3%	17.3%
	Area D - Park	7,191.00	sf	0.17	ac 4.4%	17.5%
	Total	73,921.00	sf	1.70	ac 44.9%	179.5%
Active Recreation						
Required % of Developable Area		4,940.75	sf	0.11	ac 3.0%	
Required SF per Unit		4,800.00	sf	32	units 150 sf/unit	
Greatest Required Active Recreation		4,940.75	sf	0.11	ac 3.0%	
Provided	Area A - Pond Water	15,134.94	sf	0.35	ac 9.2%	
	Area C - Pool Water	1,500.00	sf	0.03	ac 0.9%	
	Total	16,634.94	sf	0.38	ac 10.1%	
Passive Recreation						
Required % of Developable Area		24,703.74	sf	0.57	ac 15.0%	
Provided	Area A - Pond Berm	26,705.06	sf	0.61	ac 16.2%	
	Area B - Green Center	17,750.00	sf	0.41	ac 10.8%	
	Area D - Park	7,191.00	sf	0.17	ac 4.4%	
	Total	51,646.06	sf	1.19	ac 31.4%	

Not for Construction

SITE DATA:

PROPERTY:

1. Agency Having Jurisdiction = City of Kissimmee, FL
2. Site is located in Section 19, Township 25 South, Range 29 East
3. Parcel ID#: 19-25-29-0000-0200-0000
4. Owner/Developer: AM Investments RE, LLC
5. Area Calcs: see below
6. Wetlands = yes on subject property.
7. Vegetation: existing is varied.

ENTITTLEMENT:

8. Land Use = MF-MDR (Existing and Proposed)
9. Zoning
   - 9.1. Existing = OS (Existing);
   - 9.2. Proposed
     - 9.2.1. RC-2 = 164,691.58 sf = 3.78 AC
     - 9.2.2. OS = 178,094.59 sf = 4.09 AC
     - 9.2.3. Total = 342,786.17 sf = 7.87 AC.
10. Proposed Use: Townhomes.
11. Density = Site = 32 DU / 7.87 AC = 4 DU / AC.
12. Requested waivers: n/a.

REQUIREMENTS:

13. Open Space - see below;
14. Impervious Area Ratio (ISR): Allowed: 75% (Per RC-2);
15. Recreation Areas: see below;
16. Landscape Buffers: Front yard: 20' easement (E - Spine Road); Side yard: 15' (N), resid./com.; Side yard: 0' (S - adj. to Subdivision); Rear yard: 0' (W - adj. to master storm pond)
17. Lot Size = 20' x 100' (typ.) (Per RC-2)
18. Building Setbacks: Front yard: 10' min, 20' max; Front secondary: 10'; Side yard: 10'; Rear yard: 20'; Between Buildings: 15'
19. Building:
    Height: Allowed = 4 Stories (no height limit); Proposed 2 Story.
    Floor Area Ratio (FAR) Max = 25%
    Size Proposed = 50' deep x 20'-4" (Interior Units) or 20'-8" (End Units)
20. Parking: spaces will be provided according to the minimum required by code.
    Spaces Required: 2 spaces / Unit x 32 = 64
    Spaces Provided:
    - Garage = 1 spaces / Unit x 32 = 32
    - Driveway = 1 spaces / Unit x 32 = 32
    - Visitor = 8
    - TOTAL Provided: = 72
21. Traffic: Proposed Use 32 Homes (270, ITE 9TH ED.)
    Daily Trips = 7.5 Trips x 32 Units = 240
    Peak Hour Trips = 0.62 Trips x 32 Units = 20

UTILITIES

22. Storm Water Management:
    - 22.1. via on-site master storm system.
    - 22.2. Grading shall not exceed 3:1 (horizontal to vertical).
23. Flood Protection: The Finished Floor Elevation shall exceed the 100 year flood plain (Elevation TBD) for the adjacent storm water management system by a min. of 2 feet. So minimum FF = TBD.
24. Erosion protection: All slopes to be sodded.
25. Water = TWA.
26. Sanitary Sewer = TWA.
27. Reclaim = TWA.
28. Solid Waste = City of Kissimmee & Private Contract (dumpsters).
29. All On-Site utilities shall be owned & maintained by the TWA.
30. ADA: Project to comply with latest FL Accessibility Code.
31. Signage: All signage shall comply with Kissimmee land development code.
32. Phasing: the subdivision infrastructure shown will be constructed in 1 phase.
33. Benchmark: North American Vertical Datum of 1988 (NAVD 88).
34. Irrigation to be installed per Kissimmee code.
35. Street lighting to be provided.
36. Roads to be privately owned & maintained.
37. Project to be constructed in 1 phase.

Ephesians 6:11-17

CIVIL DESIGN

Denham Engineering, LLC

18 Years

2005 - 2023

7602 Ficquette Road
Windermere, FL 34786
Office - 407-217-5487
Brian@DenhamENG.com
www.DenhamENG.com

Developer:

AM Investments RE, LLC

Project:

Bass Road Townhomes

Kissimmee, FL

Plan Set:

Conceptual Plans

Sheet:

Dimension Plan

Revision:

NO.	DATE	DESCRIPTION
	10-12-22	Initial Issue
1	10-26-22	City Pre-App Request
2	02-06-23	Per City Meetings
3	02-16-23	Per Owner Changes
4		
5		
6		
7		
8		
9		

Plans not valid unless Signed, Dated and Sealed below.

J. Brian Denham, P.E.

Date: 02-16-23

FL Registration #58008
Certificate of Authorization #29666

N W E S

GRAPHIC SCALE

0 50 100

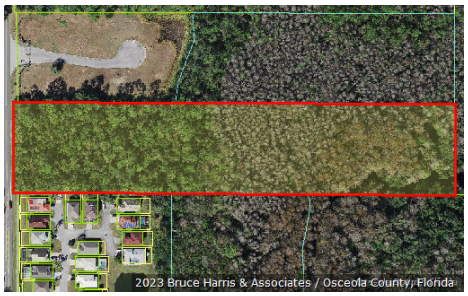
1 inch = 50 ft.

Sheet Number:

C-100

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

Parcel: 19-25-29-0000-0200-0000



Owner Information

Owner Name	AM INVESTMENTS RE LLC
Mailing Address	301 E PINE ST ORLANDO, FL 32801
Physical Address	N BASS RD, KISSIMMEE FL 34746
Description	VACANT
Tax District	200 - KISSIMMEE

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 06/15/2023, which are subject to change prior to certification		**Certified Value represents certified values that appeared on the tax roll as of 03/24/2023**	
Land	$763,200	**Land**	$149,500
AG Benefit	$0	**AG Benefit**	$0
Extra Features	$0	**Extra Features**	$0
Buildings	$0	**Buildings**	$0
Appraised(just)	$763,200	**Appraised(just)**	$149,500
Assessed(estimated)	$763,200	**Assessed***	$149,500
Exemption(estimated)	$0	**Exemption**	$0
Taxable(estimated)	$763,200	**Taxable**	$149,500
*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**		*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	6257-2812	$875,000	2022-07-26	WD
1	4482-1265	$200,000	2013-07-31	WD
2	3290-0732	$200,000	2006-09-22	PR
3	2912-1095	$0	2005-09-26	OR
4	3220-2987	$0	2003-12-25	DC
5	0912-1782	$0	1989-02-16	WD

Land Information - Total Acreage: 7.95

Land Description	Units	Depth	Land Type	Land Value
RESIDENTIAL	7.95	0.00	AC	$763,200

Legal Description

Legal Description

S 264 FT OF SW 1/4 OF NW 1/4 LESS THE FOLLOWING LYING WITHIN THE ABOVE LEGAL: BEG AT NW COR OF SW 1/4 OF 19-25-29, N 368.62 FT, E 2.44 FT, N 427.21 FT, N 4 DEG E 167.86 FT, N 227.71 FT, N 3 DEG W 261.80 FT, W 8.81 FT TO W/L OF SEC 19, N 918.91 FT TO S R/W OF HWY 192, E 48.07 FT, S 627.84 FT, S 1 DEG W 203.93 FT, S 213.14 FT, S 2 DEG E 264.13 FT, S 1061.60 FT, S 88 DEG W 41.91 FT TO POB

ITEM 4.D

Public Hearing - Second and Final Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles (Cancelled - Re-advertising)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Staff requests the Public Hearing be announced for the originally proposed Second and Final Reading of Proposed Ordinance #23-13 for the Amendment of Chapter 42, Traffic and Vehicles. This ordinance has been withdrawn and will be re-advertised at a later date.

Explanation

The ordinance title that was advertised on June 15, 2023 is under review by the City Attorney and therefore the Public Hearing is requested to be continued. Once the update to the ordinance is complete, the City will re-advertise the Public Hearing for the new date.

The Public Hearing will be announced should there be any members of the public present to comment.

Recommendation

Staff recommends, due to the nature of the cancellation, this item will be brought back to the Commission at a later time.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Curtis Mcgehee

Attachment(s):

1. 2023 parking ordinance update and creating impound ordinance
2. Prop Ord 23-13 - Gazette Proof (Publication Date 06-15-2023)

PROPOSED ORDINANCE NO. 23-13
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 42-21, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Liability for payment of parking citation." is hereby amended to read as follows:

(a) *Citation.* Any person issued a citation under this Chapter shall be deemed charged with a noncriminal traffic infraction and shall have 30 days from the date of the violation to comply with the directions on the citation by requesting a hearing to contest the citation or paying the citation.

(b) *Parking Violation Notice.* If any person who was issued a citation fails to comply with the directions on the citation, the City shall assess a fifteen-dollar ($15.00) delinquency fee and send, by mail, a parking violation notice to the address of the registered owner or lessee given on the registration of the motor vehicle which was cited. The mailing of a notice in accordance with this subsection constitutes notification to a registered owner or lessee. The parking violation notice shall direct the registered owner or lessee to request a hearing to contest the citation or pay the citation and delinquency fee within 30 days after the mailing of the parking violation notice. Failure to request a hearing within such 30 days constitutes a waiver of the right to contest the citation.

(c) *Final Notice.* If any person who was issued a parking violation notice fails to comply with the directions on the parking violation notice, the City shall assess another fifteen-dollar

($15.00) delinquency fee and send, by mail, a final notice to the address of the registered owner or lessee given on the registration of the motor vehicle which was cited. The final notice shall direct the registered owner or lessee to pay the citation and delinquency fees within 30 days after the mailing of the final notice.

(d) *Affidavits of Non-Responsibility.* Pursuant to F.S. § 316.1967, the owner of a vehicle is responsible and liable for payment of any parking violation notice unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within thirty (30) days after issuance of the parking violation notice, to furnish to the appropriate authorities an affidavit setting forth the name, address, and driver's license number of the person who leased, rented, or otherwise had the care, custody, or control of the vehicle. An affidavit submitted pursuant to this section shall be admissible in a proceeding charging a parking violation and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for payment of the parking violation notice. The owner of a vehicle is not responsible for the parking violation if the vehicle involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the vehicle. Prima facie evidence that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle, shall be in the form of a report from the appropriate law enforcement official that the said vehicle was not under the care, custody, or control of the owner of the vehicle. The operator of the vehicle that is in his care, custody or control without the permission of the owner shall be responsible for any parking violation notice that occurs while the vehicle is in his care, custody or control.

(e) *Registration Holds.* The City shall supply the county tax collector, and if applicable, license tag agents, with lists of persons who have any outstanding violations of F.S. § 316.1955 or Section 42-19(a) or (b) or who have three (3) or more outstanding parking violations. This section shall be automatically modified upon amendment of F.S. § 316.1967(6), so as to keep it in conformity therewith. Under the authority of F.S. § 320.03(8), as amended from time to time, the county tax collector may not issue a license plate or revalidation sticker to an applicant whose name appears on the list referred to in this Subsection until that person presents a receipt from the City showing that such parking fines have been paid.

SECTION 2. Section 42-22, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Hearing to contest citation before city hearing officer." is hereby amended to read as follows:

(a) The city hearing officer shall preside over hearings concerning parking citations, if requested in accordance with Sec. 42-21, and notices of violations issued pursuant to F.S. § 316.0083, if requested in accordance with F.S. § 316.0083. The city hearing officer may preside over hearings concerning noise citations if authorized by City policy and if requested in accordance with Chapter 22, Article II.

(b) If a person elects to contest a citation or notice of violation through a hearing, the municipal court clerk shall set a hearing date and time before the city hearing officer.

(c) If a person fails to appear at a hearing set by the municipal court clerk, the city hearing officer shall proceed with the hearing and may assess fines and court costs.

(d) If the city hearing officer determines that a violation has been committed, the city hearing officer shall impose the fine indicated on the citation or notice of violation. The city hearing officer may impose court costs not to exceed one hundred dollars ($100.00) for each violation.

(e) Any person who is found by the city hearing officer to have committed a violation, shall pay the City the fine and any court costs imposed by the city hearing officer within thirty (30) days after the hearing. Failure to pay such amounts within this time frame shall result in an additional fifteen-dollar ($15.00) delinquency fee and the City may send such unpaid balances to collections.

SECTION 3. Section 1-22(b)(28)(r)-(s), of the Code of Ordinances of the City of Kissimmee, Florida, titled, “General penalty.” is hereby amended to read as follows:

r. Failure to request a hearing or pay parking citation within 30 days of the violation: $15.00.

s. Parking a vehicle on a residential street without a current license plate affixed to the vehicle: $25.00.

t. Failure to display disabled parking permit placard: $25.00.

u. Failure to comply with parking violation notice within 30 days: $15.00.

SECTION 4. Section 42-72, of the Code of Ordinances of the City of Kissimmee, Florida, titled, “Impoundment of vehicles.” is hereby adopted and shall read as follows:

§ 42-72 Impoundment of vehicles.

Police officers, community service officers, and those designated by the City Manager are hereby authorized to remove any vehicle from any street or other public property within the City, to a public garage or other place of safety, including the storage facility of any wrecker service on the rotating list defined in Section 46-23, under the following circumstances:

(1) When any vehicle is left unattended:

(a) On a sidewalk;

(b) In front of a public or private driveway without the consent of the property owner;

(c) Within fifteen (15) feet of a fire hydrant or in a fire lane;

(d) Within an intersection;

(e) In a space designated for emergency vehicles only;

(g) At any place where official signs prohibit parking, stopping or standing and the vehicle is obstructing traffic or otherwise creating a safety hazard;

(h) In any space which has been officially reserved by a sign so indicating;

(2) When a vehicle is obstructing traffic or otherwise creating a safety hazard and the person in charge of the vehicle is absent or by reason of physical injury or condition is incapacitated to such an extent as to be unable to provide for its custody or removal.

(3) When a motor vehicle is found being operated in an unsafe condition.

(4) When removal is necessary in the interest of public safety because of fire, flood, storm, or other emergency reasons.

(5) When a motor vehicle is parking, stopping or standing in a public garage and such vehicle is unregistered, lacking a registration license plate, or has a registration license plate that has been expired for more than six (6) months.

All expenses for towing and storage shall be the responsibility of the owner of the motor vehicle. Any motor vehicle that is impounded pursuant to this section shall not be released until such charges have been paid.

SECTION 5. All Ordinances in conflict herewith are hereby repealed.

SECTION 6. The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 7. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 8. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance

which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 9. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____day of _____, 2023.

_____
Olga Gonzalez, Mayor-Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: g4hit0GZw5LZdAI4KBjW | **Proof Updated: Jun. 08, 2023 at 10:53am EDT**
Notice Name: COK*ORDINANCE 23-13*TRAFFIC AND VEHICLES

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
City Clerk's Office City of Kissimmee cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

06/15/2023: Legal and Public Notice	67.19
06/15/2023: Legal and Public Notice	5.00

Subtotal	$67.19
Tax %	0
Processing Fee	$6.72
Total	**$73.91**

NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, June 20, 2023,** at **6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, July 18, 2023,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 23-13

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

IN ACCORDANCE WITH FLORIDA STATUTE 286.0105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
June 15, 2023

ITEM 4.E

Public Hearing - First Reading - Proposed Ordinance #23-08 to annex 0.79 acres of land - AX-23-0001

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

Request

Approval to Annex approximately 0.79 acres of property located east of Simpson Road and north of Hilliard Isle Road.

Explanation

The subject property has a total land area of 1.3 acres of land. A portion to the south of this property, approximately 0.79 acres of land, remains in Osceola County's jurisdiction. The applicant has initiated this annexation application to annex this portion of vacated ROW to develop the entire site in the near future. The proposed annexation meets all the requirements set forth by local and Florida State Statutes for a voluntary annexation as the property is contiguous, or adjacent, to the City Limits along the northern and southern boundaries.

Property History: The subject site has gone through various changes over time. In 2000, the City of Kissimmee Commission approved an annexation request, which included a portion of the subject property to the south (please see attached Ordinance #2410). It was during this time that Hilliard Isle Road was to the south of the subject property. In 2007, a final plat was approved by the City of Kissimmee where it introduced a realignment of Hilliard Isle Road to the north of the subject property (refer to attached Final Map ”Hilliard Isle Commercial Center”). In 2015, the Board of County Commissioners of Osceola County initiated the vacation of right-of-way of Hilliard Isle Road to the south (refer to Osceola County Vacation ROW Map). Since then, this portion has remained in Osceola’s County jurisdiction as a vacated ROW.

FINDINGS AND REASONS:

1. Compliance with Chapter 171 of the Florida Statutes as it meets all the criteria for voluntary annexation as the property is contiguous, or adjacent, to the City Limits along the northern and southern boundaries of the parcel. Public services, including water, sewer, drainage, and emergency services are already provided to these adjacent City parcels. The subject property is reasonably compact and will not result in the creation of an enclave if annexed.
2. Compliance with Section 14-3-25 annexation regulations outlined in the Land Development Code that refers to Chapter 171, Florida Statutes, and the general annexation procedures in the City's Comprehensive Plan utilizing either the City's land use conversion table in Future Land Use Policy 1.1.10.5, an Annexation Agreement, or a Future Land Use Map amendment. A concurrent Future Land Use Amendment (LUPA-23-0002) will be utilized to establish the Future Land Use designation on this property.

Recommendation

REQUESTED PLANNING ADVISORY BOARD ACTION:
Approve

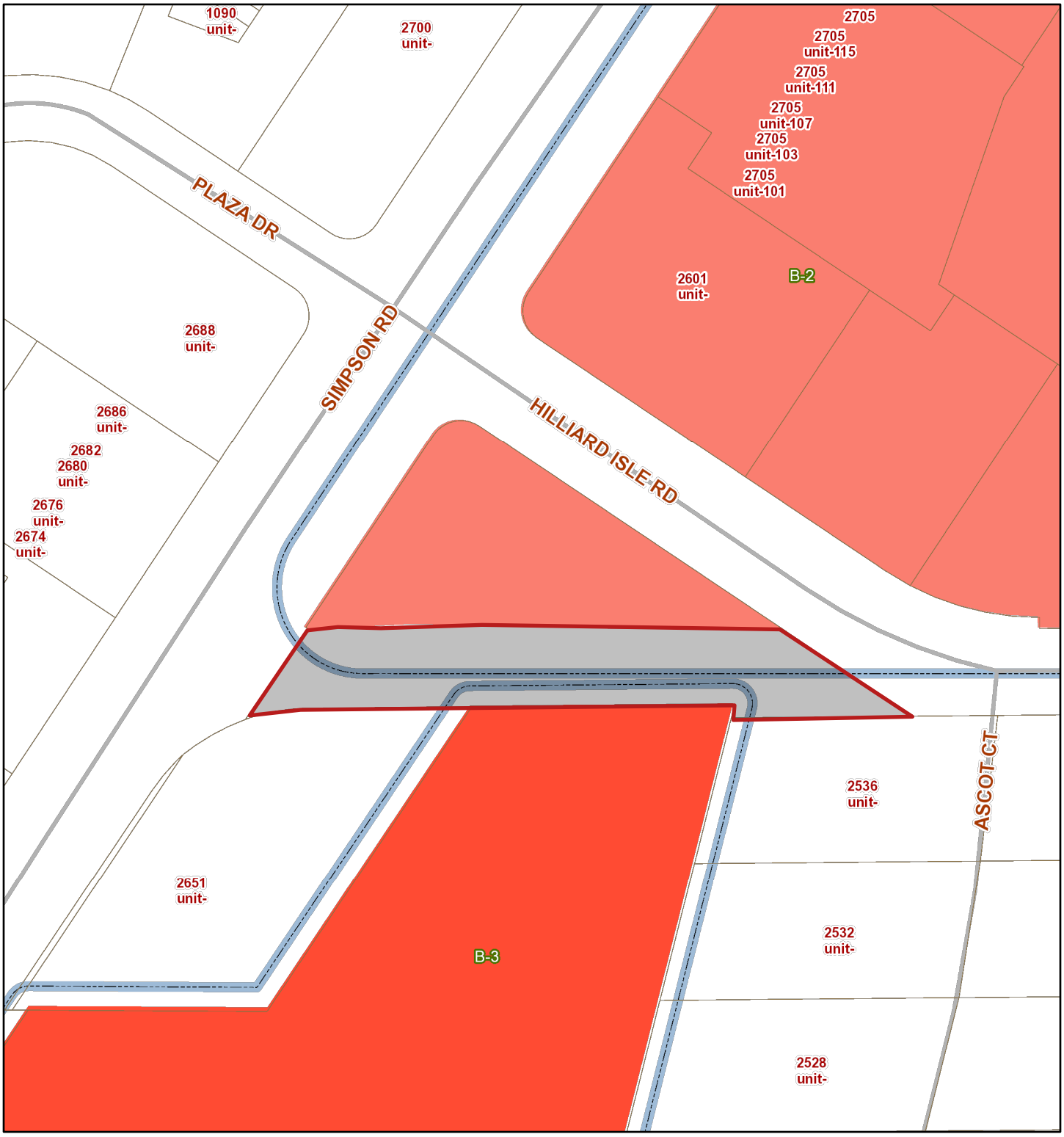
The Development Review Committee (DRC) recommended approval on April 4, 2023.

The Planning and Advisory Board (PAB) recommended approval by a vote of 4-0 on June 7, 2023.

Attachment(s):

1. AX-23-0001 Vicinity Map
2. AX-23-0001 Aerial Map
3. AX-23-0001 Site Data Tables
4. AX-23-0001 Proposed Ordinance 23-08
5. AX-23-0001 City Commission Ad
6. AX-23-0001 June 6, 2023 PAB Actions Agenda
7. AX-23-0001 DRC Comments
8. AX-23-0001 DRC Application
9. AX-23-0001 Support Documents

Hilliard Isle ROW Annexation
AX-23-0001



May 9, 2023

1:1,462

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

Address Points

Parcels

Road Centerlines

City Limits

CITY

COUNTY

Zoning District

AC (Agricultural Conservation)

AI (Airport Industrial)

AO (Airport Operations)

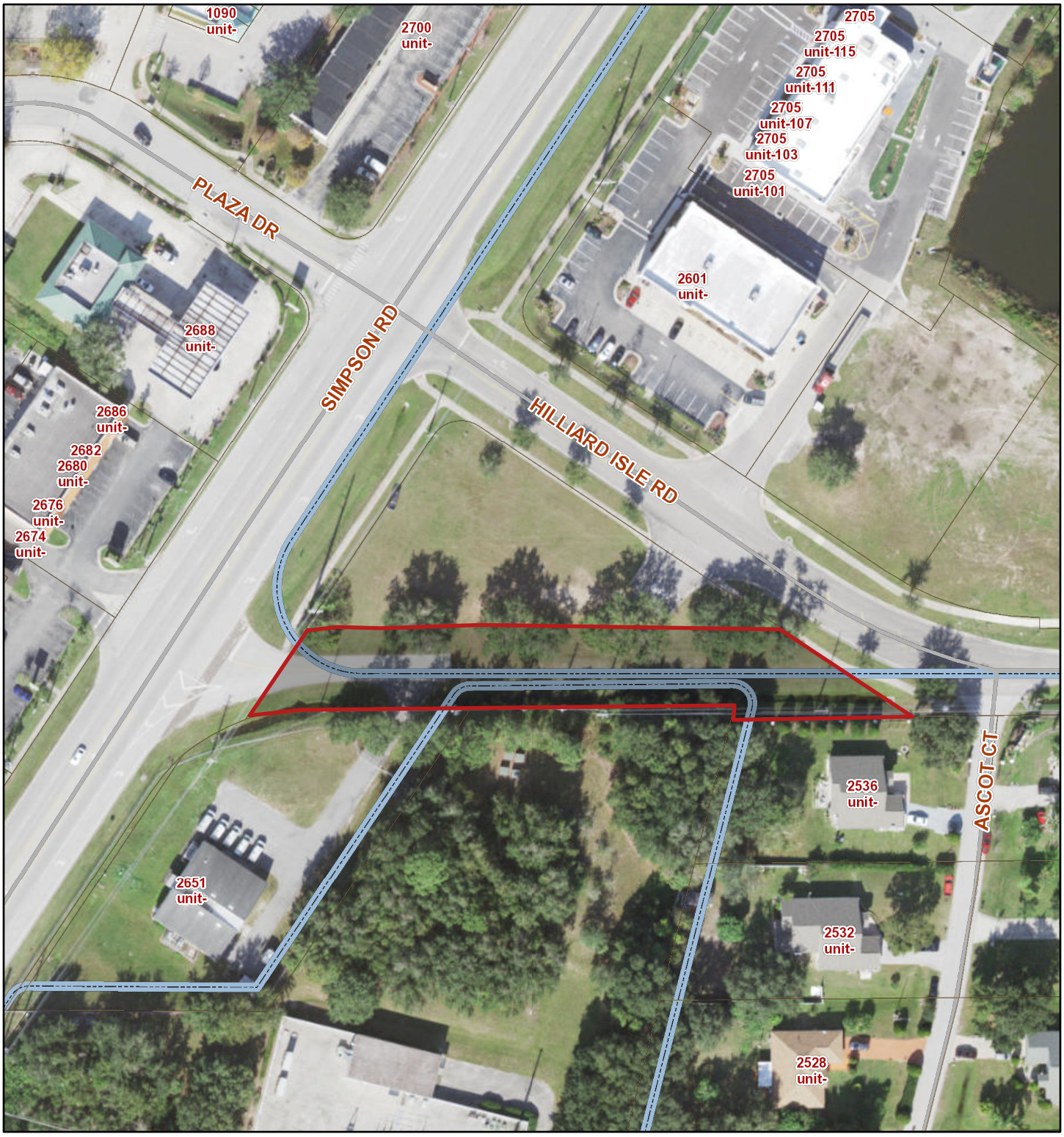
B-2 (Neighborhood Commercial)

B-3 (General Commercial)

B-5 (Office Commercial)

BP (Business Park)

Hilliard Isle ROW Annexation
AX-23-0001



May 9, 2023

1:1,462

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

Address Points
Parcels
Road Centerlines

City Limits
CITY
COUNTY

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
30cm Resolution Metadata

State of Florida, Maxar

Hilliard Isle ROW Annexation, AX-23-0001
Portion of Parcel ID# 08-25-30-1534-0001-0010
East of Simpson Road and North of Hilliard Isle Road.
Site Data Tables

Site Data	
Size	0.79 acres
Future Land Use Designation	N/A (Vacated Right Of Way)(ROW) – County
Proposed Future Land Use Designation	Commercial General (CG) – City
Zoning District Designation	N/A (Vacated ROW) – County
Proposed Zoning District Designation	Neighborhood Commercial District (B-2) - City
Existing Overlay District	N/A
Existing Use(s)	Vacated ROW
Proposed Use(s)	Commercial
Adjacent Land Use	
North	Commercial General (CG) – City
South	Utilities (UT) - City, Commercial - County, & Low Density Residential (LDR) – County
East	N/A Hilliard Isle Road - County
West	N/A Simpson Road - County
Adjacent Zoning	
North	Neighborhood Commercial District (B-2) - City
South	General Commercial (B-3) – City, Estate (E-1) – County, & Residential (RS-1A) – County
East	N/A Hilliard Isle Road - County
West	N/A Simpson Road - County
Zoning History	N/A - This portion of this parcel is currently within County jurisdiction.
Past/Current Project Tracking	00-0036 Annexation 00-0037 Land Use Amend. (CG County to CG City) 00-0038 Rezoning (CR- County to B-2 City) LUPA-23-0002 Land Use Amend. (*Pending*) ZMA-23-0003 Zoning Map Amendment (*Pending*)

Comprehensive Plan Summary
Policy 1.2.3.2, Commercial General (CG): The Commercial General land use designation is intended to include the hub of retail sales and services within the downtown business district as well as highly accessible areas adjacent to major thoroughfares and transit facilities, that possess necessary location, site, and market requirements. This future land use designation shall be implemented through the City's Land Development Code. This area is not intended to accommodate manufacturing, processing, or assembly of goods, sales and service of heavy commercial vehicle and equipment, or related services or maintenance activities; warehousing; uses requiring extensive outside storage; or other activities which may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards.

Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.5 FAR.	
Potential Zoning Districts	Agriculture and Conservation District (AC)
	Neighborhood Commercial District (B-2)
	General Commercial District (B-3)
	Highway Commercial District (HC)
	Office Commercial District (B-5)

Zoning District Standards District Summary
Land Development Code Section 14-4-4(I), Neighborhood Commercial (B-2) Intent: The Neighborhood Commercial (B-2) District is intended to permit selected business uses in locations convenient to residential areas, where the character of the business uses are such that they predominantly serve commercial needs of the surrounding neighborhood. Uses allowed are primarily those which provide convenience goods or frequently used services, urge business operations and extensions of strip commercial areas are not desired. Areas zoned B-2 shall have a minimum size of five acres and shall be located on arterial or collector streets. The district is intended for use in suitable areas which have been assigned a Commercial General (CG) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	N/A Vacated ROW	Commercial General (CG) – City 2.5 Max. Floor Area Ratio (FAR) Future Land Use
	N/A Vacated ROW	Neighborhood Commercial (B-2) - City Zoning
	Vacated ROW	Commercial

Public Facilities Analysis	
Transportation	
Adjacent street	Simpson Road, Hilliard Isle Road
Street Quality of Service (QOS)	Adjacent Streets are under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance

Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 23-08
ORDINANCE NO. _____

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

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

SECTION 1. After public hearing and proper legal advertisement, the City Commission of the City of Kissimmee determined that the hereinafter described property is susceptible of municipal benefits and that the best interest of the City of Kissimmee will be served by the annexation of the hereinafter described land.

Acreage: 1.3

The subject property is vacated ROW located at Hilliard Isle Rd. & Simpson Rd. **Portion of Parcel ID: 08-25-30-0000-0085-000008**

Legal Description:

A portion of Section 8, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast 114 of the Southwest 114 of Section 8, Township 25 South, Range 30 East, Osceola County, Florida; thence run South 00'13'31" West, along the East line of the Northeast 1 I 4 of the Southeast 1 I 4 of said Section 8, for a distance of 43.99 feet to a point on the South right of way line of Hilliard Isle Road, as recorded in County Road Map 1, Pages 118 through 126, inclusive; thence departing said East line, run South 89'17' 43" West, along said South right of way line, for a distance of 217.34 feet to the POINT OF BEGINNING; thence continue South 8'17' 43" West, along said South right of way line, for a distance of 188.08 feet; thence along said South right of way line the following courses and distances: North 13'33'32" East for a distance of 9.62 feet; thence run South 89'44'59" West for a distance of 76.84 feet; thence run South 87'58' 45" West for a distance of 141.43 feet; thence run South 85'00'54" West for a distance of 67.54 feet; thence run South 82'16' 44" West for a distance of 38.05 feet; thence run South 77'16' 48" West for a distance of 67.66 feet; thence run South 70'37'29" West for a distance of 23.45 feet; thence run South 62'20'20" West for a distance of 23.30 feet to a point on the Southeasterly right of way line of Boggy Creek Road; thence departing said South right of way line, run North 33'50'27" East, along the said Southeasterly right of way line of Boggy Creek Road, for a distance of 167.77 feet to a point on the North right of way line of said Hilliard Isle Road, said point being a point on a curve, concave Northeasterly, having a radius of 24.01 feet, a chord bearing of South 31'05'18" East and a chord distance of 33.10 feet; thence run Southeasterly along the arc of said curve through a central angle of 87'07'13" for an arc distance of 36.51 feet; thence run along said North right of way line the following courses and distances: North 87'21 '58" East for a distance of 78.16 feet; thence run South 88'36' 49" East for a distance of 166.47

feet; thence run South 89'56'04" East for a distance of 114.21 feet; thence departing said North right of way line, run South 56'09'33" East for a distance of 39.97 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 290.00 feet, a chord bearing of South 68'29'54" East and a chord distance of 123.94 feet; thence run Southeasterly along the arc of said curve through a central angle of 24'40'37" for an arc distance of 124.90 feet to the POINT OF BEGINNING.

Containing 37,474 square feet, or 0.79 acres, more or less.

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 20_____.

_____
Mayor-Commissioner

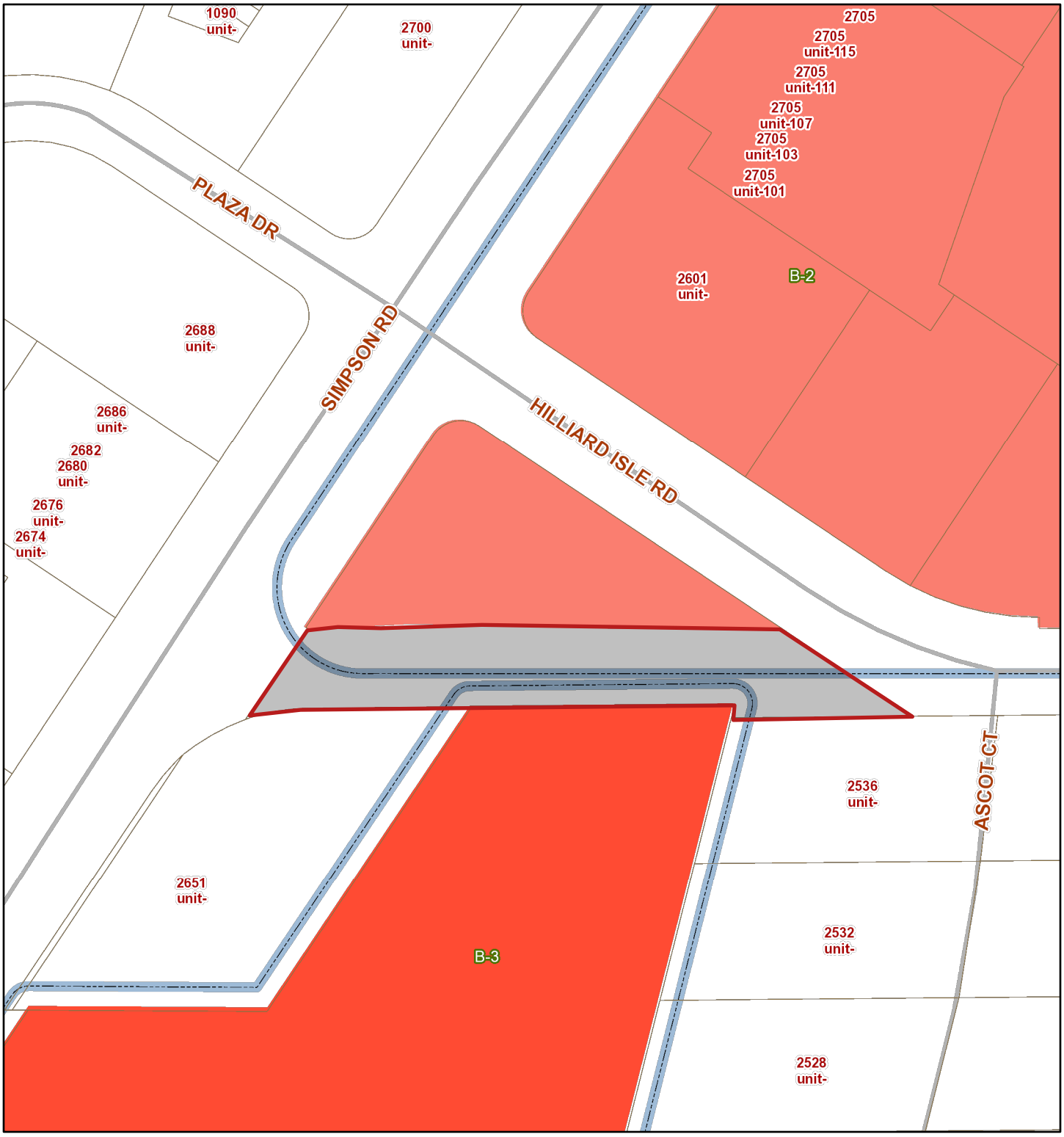
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

Hilliard Isle ROW Annexation
AX-23-0001



May 9, 2023

1:1,462

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

Address Points

Parcels

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City Limits

CITY

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Zoning District

AC (Agricultural Conservation)

AI (Airport Industrial)

AO (Airport Operations)

B-2 (Neighborhood Commercial)

B-3 (General Commercial)

B-5 (Office Commercial)

BP (Business Park)

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
VOLUNTARY ANNEXATION

The City Commission will meet on **July 18, 2023** at 6:00 p.m., in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, to hear the **First Reading** of the proposed voluntary annexation and vote upon its passage. The proposed annexation ordinance and a complete legal description by metes and bounds may be obtained by contacting the Office of the City Clerk, City Hall.

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

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

PROPOSED ORDINANCE#**23-08** AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION.

The city is requesting annexation as follows:

The subject property is vacated ROW located at Hilliard Isle Rd. & Simpson Rd. Portion of Parcel ID: 08-25-30-0000-0085-000008.

Legal Description:

A portion of Section 8, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast 114 of the Southwest 114 of Section 8, Township 25 South, Range 30 East, Osceola County, Florida; thence run South 00'13'31" West, along the East line of the Northeast 1 I 4 of the Southeast 1 I 4 of said Section 8, for a distance of 43.99 feet to a point on the South right of way line of Hilliard Isle Road, as recorded in County Road Map 1, Pages 118 through 126, inclusive; thence departing said East line, run South 89'17' 43" West, along said South right of way line, for a distance of 217.34 feet to the POINT OF BEGINNING; thence continue South 8'17' 43" West, along said South right of way line, for a distance of 188.08 feet; thence along said South right of way line the following courses and distances: North 13'33'32" East for a distance of 9.62 feet; thence run South 89'44'59" West for a distance of 76.84 feet; thence run South 87'58' 45" West for a distance of 141.43 feet; thence run South 85'00'54" West for a distance of 67.54 feet; thence run South 82'16' 44" West for a distance of 38.05 feet; thence run South 77'16' 48" West for a distance of 67.66 feet; thence run South 70'37'29" West for a distance of 23.45 feet; thence run South 62'20'20" West for a distance of 23.30 feet to a point on the Southeasterly right of way line of Boggy Creek Road; thence departing said South right of way line, run North 33'50'27" East, along the said Southeasterly right of way line of Boggy Creek Road, for a distance of 167.77 feet to a point on the North right of way line of said Hilliard Isle Road, said point being a point on a curve, concave Northeasterly, having a radius of 24.01 feet, a chord bearing of South 31'05'18" East and a chord distance of 33.10 feet; thence run Southeasterly along the arc of said curve through a central angle of 87'07'13" for an arc distance of 36.51 feet; thence run along said North right of way line the following courses and distances: North 87'21 '58" East for a distance of 78.16 feet; thence run South 88'36' 49" East for a distance of 166.47 feet; thence run South 89'56'04" East for a distance of 114.21 feet; thence departing said North right of way line, run South 56'09'33" East for a distance of 39.97 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 290.00 feet, a chord bearing of South 68'29'54" East and a chord distance of 123.94 feet; thence run Southeasterly along the arc of said curve through a central angle of 24'40'37" for an arc distance of 124.90 feet to the POINT OF BEGINNING.

Containing 37,474 square feet, or 0.79 acres, more or less.

Reference # AX-23-0001
Hilliard Isle ROW Annexation

CITY COMMISSION
KISSIMMEE, FLORIDA



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

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

MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JUNE 7, 2023 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Melissa Thacker, Board Member Sylvette Santos
Staff Present: Deputy City Attorney Kalanit Oded, Senior Planner Cristian Arias, Planning Manager Brenda Ryan, Planning Technician Yolanda Hazley
Members Absent: Board Member Diana Marrero-Pinto, Board Member Fatima Santiago

   Chairman Bussiere called the meeting to order at 06:01 PM.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Chairman Bussiere led the audience in the Pledge of Allegiance.

3. **MINUTES**

3.A Approval of the May 17, 2023 Planning Advisory Board (PAB) Meeting Minutes.
Board Member Spalding made a motion to Approve. Board Member Thacker seconded the motion.

AYE: Board Member Bussiere, Board Member Santos
NAY: None

Motion to Approve Passed 4 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Public Hearing - Ordinance to annex 0.79 acres of land - AX-23-0001 - Proposed Ordinance #23-08

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
Board Member Spalding made a motion to Approve. Board Member Thacker seconded the motion.

AYE: Board Member Bussiere, Board Member Santos
NAY: None

Motion to Approve Passed 4 - 0.

5.B Public Hearing – An Ordinance amending the Future Land Use Map designation from County Vacated Right-of-Way (ROW) to City Commercial General (CG): Hilliard Isle ROW Vacation, LUPA-23-0002 - Proposed Ordinance #23-09

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE

ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Board Member Spalding made a motion to Approve w/Conditions. Board Member Thacker seconded the motion.

AYE: Board Member Bussiere, Board Member Santos
NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

5.C Public Hearing - An Ordinance amending the Zoning Map designation from County Vacated Right-of-Way to City Neighborhood Commercial (B-2): Hilliard Isle ROW, ZMA-23-0003 - Proposed Ordinance #23-10

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Board Member Thacker made a motion to Approve w/Conditions. Board Member Spalding seconded the motion.

AYE: Board Member Bussiere, Board Member Santos
NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT Board Member Spalding made a motion to Adjourn. Board Member Thacker seconded the motion.

AYE: Board Member Bussiere, Board Member Santos
NAY: None

Motion to Adjourn Passed 4 - 0.

There being no further business to come before the Planning Advisory Board, Chairman Bussiere adjourned the meeting at 06:21 PM.

Board Chairman

ATTEST:

Board Secretary

DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION
101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2140

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 08-25-30-1534-0001-0010 **DATE: 3/28/2023**
PLAN (DRC) NUMBER: AX-23-0001

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Cristian I. Arias - 407-518-2373 Cristian.Arias@kissimmee.gov

Request is for the annexation of a vacated road, where half of this road went to the subject property and the other half to Osceola County. This annexation will unify the entire property into the City in order to be developed. The applicant is requesting the existing (City) zoning and land use, which are B2 zoning and CG land use.

1. Annexation is subject to Planning and Advisory Board, and City Commission review and approvals.

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

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

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

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#:2020/21-0080 DRC#: ZMA-23-0002

Current FLU: LDR
Requested FLU: N/A

PROJECT NAME: Hilliard Isle ROW Vacate Annex

Current Zoning: LDR
Requested Zoning: N/A

PROJECT LOCATION: Hilliard Isle Blvd.

COMMENTS DUE DATE: 4.3.23

PID#: 35-25-28-00U0-0040-0000
35-25-28-00U0-0015-0000

This zoning map amendment has no impact on public school capacity.

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: Hilliard Isle Blvd. **DATE: 4/4/2023**
PLAN (DRC) NUMBER: ZMA-23-0002

Review Status:
APPROVED.

OSCEOLA COUNTY SCHOOL DISTRICT - Tamara Pelc - 407.518.2964 ext. 65411 - Tamara.Pelc@osceolaschools.net

Comments/Conditions (if applicable): This zoning map amendment has no impact on public school capacity.

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

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

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

DEVELOPMENT PROJECT COMMENT FORM

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

DATE: 3/29/2023
PROJECT: Hilliard Isle ROW Annexation
DRC NUMBER: AX-23-0001
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - Ryan.Kilman@kissimmee.gov
ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

- Approval is for annexation only.
- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###

DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- Building permits and review fees
- Right-of-Way Utilization permits
- South Florida Water Management District (SFWMD) permits
- Utility permits and/or fees
- Federal Aviation Administration (FAA) authorizations
- Business Tax Receipts (BTRs)
- State Permits and/or Licenses
- Development Service Agreements (Toho Water Authority)
- Florida Department of Environmental Protection (FDEP) Permits
- NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

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

Project Name: Hilliard Isle ROW Vacate Annex DRC# _____

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

Agent Signature: NwA Wolf Date: 2-23-2023

Agent Name (Print): Nathan Wolfe

Property Owner Signature: _____ Date: 2-23-2023

Property Owner Name (Print): Hans Pistor



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

Search: Address Owner PIN
Clear Results | Search

Home | Base Maps | Layers | Sales | Identify | Tools | Print

Identify

Image Not Found

TRIM Notice | Property Record Card
Tax Collector | NEW – Bird's Eye View

Info | Values | Building | Land | XFOB | Sales

Parcel	08-25-30-1534-0001-0010
Owner Name	NADINA CAPITAL GROUP LLC
Mailing Address	1000 COLOUR PL APOPKA, FL 32703
Physical Address	HILLIARD ISLE RD, KISSIMMEE FL 34744
Property Type	VACANT COMMERCIAL
Tax District	200 - KISSIMMEE
Acres	1.3
Desc	HILLIARD ISLE COMMERCIAL CENTER



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

Parcel: 08-25-30-1534-0001-0010



Owner Information

Owner Name	NADINA CAPITAL GROUP LLC
Mailing Address	1000 COLOUR PL APOPKA, FL 32703
Physical Address	HILLIARD ISLE RD, KISSIMMEE FL 34744
Description	VACANT COMMERCIAL
Tax District	200 - KISSIMMEE

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 02/22/2023, which are subject to change prior to certification		**Certified Value represents certified values that appeared on the tax roll as of 10/05/2022**	
Land	$793,500	**Land**	$793,500
AG Benefit	$0	**AG Benefit**	$0
Extra Features	$0	**Extra Features**	$0
Buildings	$0	**Buildings**	$0
Appraised(just)	$793,500	**Appraised(just)**	$793,500
Assessed(estimated)	$382,173	**Assessed***	$347,430
Exemption(estimated)	$0	**Exemption**	$0
Taxable(estimated)	$382,173	**Taxable**	$347,430
*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**		*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	4254-2883	$400,000	2012-03-29	SW
1	4211-2209	$100	2011-12-15	CT

Land Information - Total Acreage: 1.30

Land Description	Units	Depth	Land Type	Land Value
COMMERCIAL SF	60112.80	0.00	SF	$793,500

Legal Description

Legal Description HILLIARD ISLE COMMERCIAL CENTER PB 21 PG 45 LOT 1 AND THAT PORTION OF VAC HILLIARD ISLE RD ABUTTING S SIDE

CFN 2015175442
Bk 4876 Pgs 121-130 (10 Pgs)
DATE: 11/23/2015 10:00:59 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES $0.00

Resolution No. 15-096R

A RESOLUTION APPROVING RV14-00006

WHEREAS, after filing of sworn Petition, Adoption of Resolution by the Board of County Commissioners of Osceola County, Florida, for hearing on petition and proper publication of Notice of Hearing on Petition to vacate, abandon and discontinue the portions of roads, streets and/or alleys shown on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described in Exhibit A, attached hereto and incorporated herein, the Board of County Commissioners of Osceola County, Florida, did conduct a hearing on said Petition at its public meeting at 1:30 P.M. on Monday, November 9, 2015, at the County Administration Building in Kissimmee, Osceola County, Florida; and

WHEREAS, it appears to the said Board that the closing, vacating, abandoning and discontinuing of the said portions of roads, streets, and/or alleys will not deprive any person or persons of a reasonable means of ingress and egress to his premises from at least one County, State or Federal Highway and that, subject to retention of an ingress and egress, drainage, maintenance, and utility easement over, under and across the land described in Exhibit B attached hereto and incorporated herein, the said portions of roads, streets, and/or alleys should be closed, vacated, abandoned and discontinued.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Osceola County, Florida, that, except for an ingress and egress, drainage, maintenance, and utility easement which is hereby retained in the name of Osceola County, Florida over, under and across the land legally described in Exhibit B, the roads, streets, and/or alleys described in Exhibit A are hereby vacated, abandoned and closed and discontinued as public roads, streets and/or alleys, and that any right of the County and the public in and to the lands included in said portions of roads, streets, and/or alleys be, and the same is hereby forever renounced and disclaimed as right of way.

BE IT FURTHER RESOLVED that Notice of Adoption of this Resolution shall be published one time, within thirty (30) days following its adoption, in one issue of a newspaper of general circulation

published in Osceola County, Florida.

DONE AND ADOPTED by the Board of County Commissioners of Osceola County, Florida, at its meeting of the 9th of November, 2015.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

BY: _____
Chairman/Vice-Chairman

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Tammy Ross
Clerk/Deputy Clerk to the Board

As authorized for execution at the Board of
County Commissioners meeting of:

11-9-15

Resolution 15-096R
RV14-00006

Order: 5666907 Doc: FLOSCE:4876-00121 Page 2 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

Exhibit A

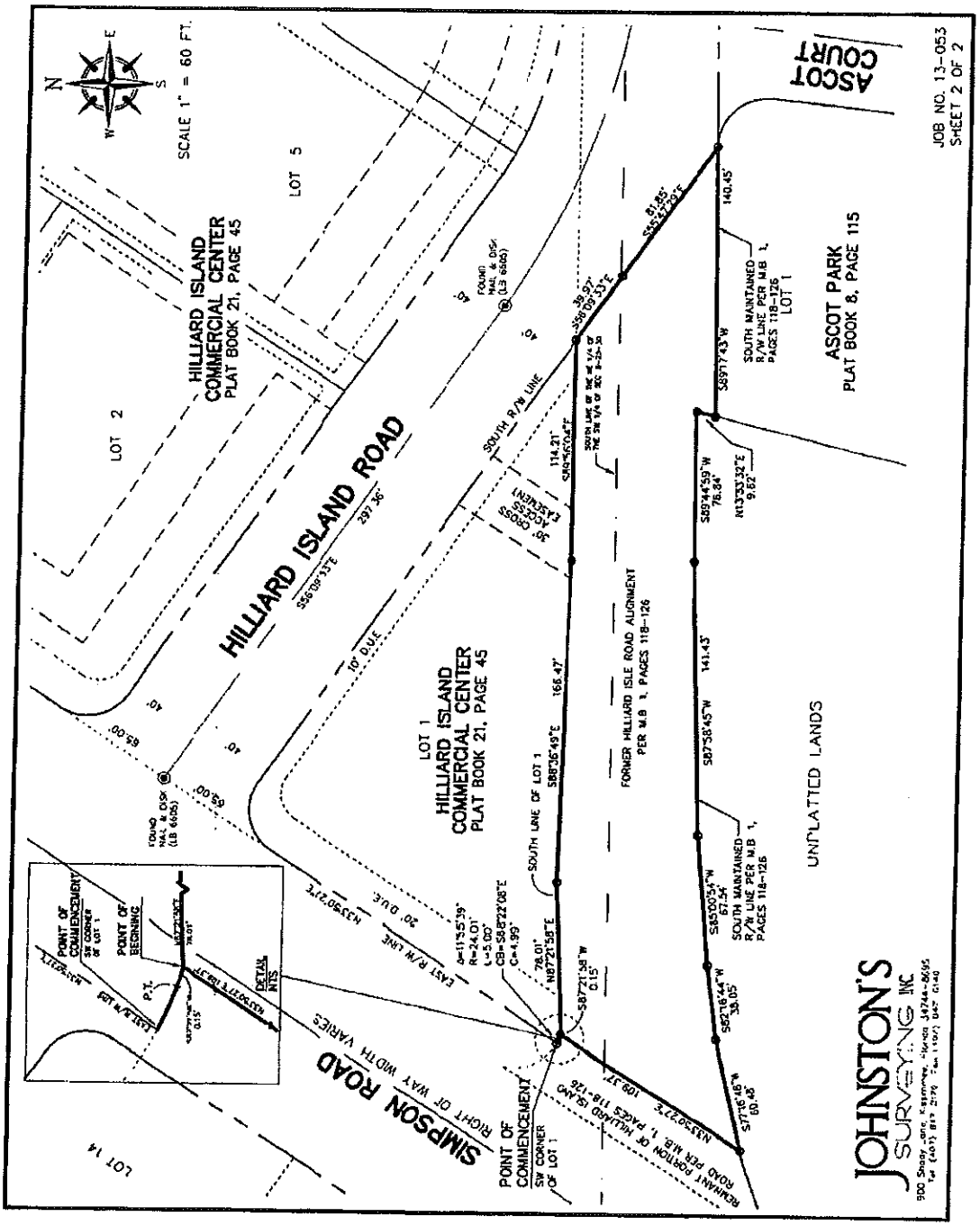
Vacated, abandoned and closed public roads, streets and/or alleys

Legal Description

A parcel of land being a portion of former Hilliard Island Road alignment as shown on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County, Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described as follows:

Commence at the Southwest corner of Lot 1, HILLIARD ISLAND COMMERCIAL CENTER, as recorded in Plat Book 21, Page 45 of the Public Records of Osceola County, Florida, said point being a point on a curve, concave to the Northeast, having a Radius of 24.01 feet and Central Angle of 11°55'39"; thence along the South line of said Lot 1 the following two (2) courses and distances; thence run Easterly along the Arc of said curve, a distance of 5.00 feet (Chord Bearing = S68°22'08"E, Chord = 4.99 feet to the Point of Tangency thereof; thence run N87°21'58"E, a distance of 0.15 feet to the Point of Beginning; thence along the South line of said Lot 1 the following three (3) courses and distances; thence run N87°21'58"E, a distance of 78.01 feet; thence run S88°36'49"E, a distance of 166.47 feet; thence run S89°56'04"E, a distance of 114.21 feet to a point on the South Right of Way line of Hilliard Island Road; thence run S56°09'33"E, along said South Right of Way line, a distance of 39.97 feet; thence run S55°47'29"E, a distance of 81.85 feet to a point on the South Maintained Right of Way line of Hilliard Island Road as shown on aforesaid Osceola County Road Map Book 1, Pages 118-126; thence along said South Maintained Right of Way line the following seven courses and distances; thence run S89°17'43"W, a distance of 140.45 feet; thence run N13°33'32"E, a distance of 9.62 feet; thence run S89°44'59"W, a distance of 76.84 feet; thence run S87°58'45"W, a distance of 141.43 feet; thence run S85°00'54"W, a distance of 67.54 feet; thence run S82°16'44"W, a distance of 38.05 feet; thence run S77°16'48"W, a distance of 60.48 feet to a point 70 feet off the future centerline of Simpson Road; thence run N33°50'27"E along said 70 ft line, a distance of 109.37 feet to the Point of Beginning.

Containing 29,964.91 square feet or 0.6879 acres, more or less.



Order: 5666907 Doc: FLOSCE:4876-00121 Page 4 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

Exhibit B

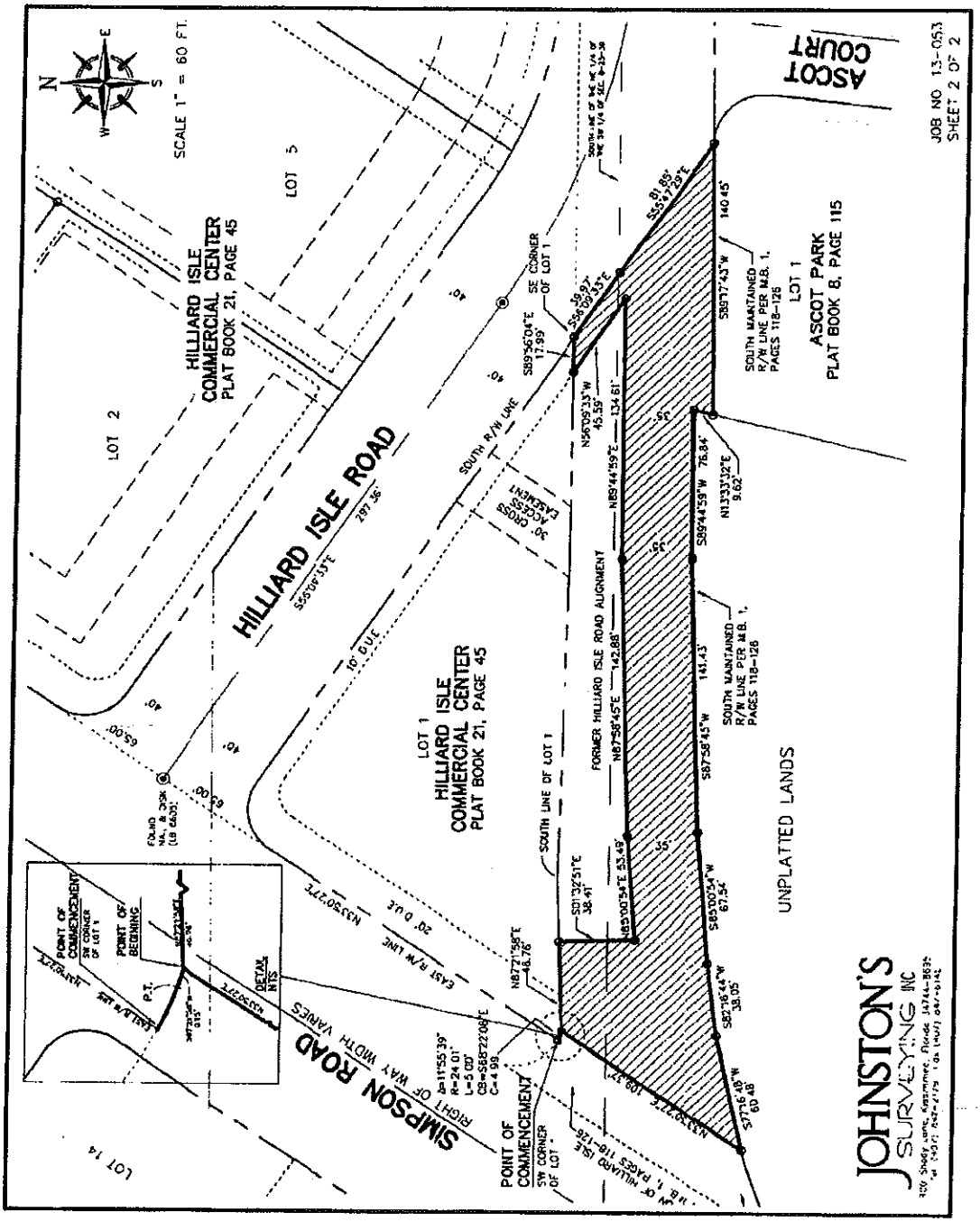
Ingress and Egress, Drainage, Maintenance, and Utility Easement

Legal Description

A parcel of land being a portion of former Hilliard Island Road alignment as shown on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County, Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described as follows:

Commence at the Southwest corner of Lot 1, HILLIARD ISLAND COMMERCIAL CENTER, as recorded in Plat Book 21, Page 45 of the Public Records of Osceola County, Florida, said point being a point on a curve, concave to the Northeast, having a Radius of 24.01 feet and Central Angle of 11°55'39"; thence along the South line of said Lot 1 the following two (2) courses and distances; thence run Easterly along the Arc of said curve, a distance of 5.00 feet (Chord Bearing = S68°22'08"E, Chord = 4.99 feet to the Point of Tangency thereof; thence run N87°21'58"E, a distance of 0.15 feet to the Point of Beginning; thence run N87°21'58:"E, along the South line of said Lot 1, a distance of 46.76 feet; thence departing said South line, run S01°32'51"E, a distance of 38.41 feet; thence run N85°00'54"E, a distance of 53.49 feet; thence run N87°58'45"E, a distance of 142.88 feet; thence run N89°44'59"E, a distance of 134.61 feet; thence run N56°09'33"W, a distance of 45.59 feet to a point on the aforesaid South line of Lot 1; thence run S89°56'04"E along said South line, a distance of 17.99 feet to the Southeast corner of said Lot 1 and a point on the South Right of Way line of Hilliard Isle Road; thence run S56°09'33"E, along said South Right of Way line, a distance of 39.97 feet; thence run S55°47'29"E, a distance of 81.85 feet to a point on the South Maintained Right of Way line of said Hilliard Isle Road as shown on Osceola County Road Map Book 1, Pages 118-126; thence along said South Maintained Right of Way line the following seven (7) courses and distance; thence run S89°17'43"W, a distance of 140.45 feet; thence run N13°33'32"E, a distance of 9.62 feet; thence run S89°44'59"W, a distance of 76.84 feet; thence run S87°58'45"W, a distance of 141.43 feet; thence run S85°00'54"W, a distance of 67.54 feet; thence run S82°16'44"W, a distance of 38.05 feet; thence run S77°16'48"W, a distance of 67.54 feet; thence run S82°16'44"W, a distance of 38.05 feet; thence run S77°16'48"W, a distance of 60.48 feet to a point 70 feet off of the future centerline of Simpson Road; thence run N33°50'27"E along said 70 foot line, a distance of 109.37 feet to the Point of Beginning.

Containing 20,661.41 square feet or 0.4743 acres, more or less.



Order: 5666907 Doc: FLOSCE:4876-00121 Page 6 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

NOTICE OF PROCEEDINGS FOR THE CLOSING OF ROADS
RV 14-00006

TO WHOM IT MAY CONCERN:

YOU WILL TAKE NOTICE that the Board of County Commissioners of Osceola County, Florida, upon sworn petition of qualified landowners, will be at 1:30 p.m. on the 9th day of November, A.D., 2015, or as soon thereafter as the matter may be heard and considered, at its office in the County Administration Building in Kissimmee, Florida, determine or not the County of Osceola will vacate, abandon and discontinue, renounce and disclaim any and all right and title of the County of Osceola, a political subdivision of the State of Florida, and the public, in and to a portion of the former Hilliard Island Road alignment as shown and delineated on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County, Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described as follows, to wit:

Legal Description:

A parcel of land being a portion of former Hilliard Island Road alignment as shown on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County, Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described as follows:

Commence at the Southwest corner of Lot 1, HILLIARD ISLAND COMMERCIAL CENTER, as recorded in Plat Book 21, Page 45 of the Public Records of Osceola County, Florida, said point being a point on a curve, concave to the Northeast, having a Radius of 24.01 feet and Central Angle of 11°55'39"; thence along the South line of said Lot 1 the following two (2) courses and distances; thence run Easterly along the Arc of said curve, a distance of 5.00 feet (Chord Bearing = S68°22'08"E, Chord = 4.99 feet to the Point of Tangency thereof; thence run N87°21'58"E, a distance of 0.15 feet to the Point of Beginning; thence along the South line of said Lot 1 the following three (3) courses and distances; thence run N87°21'58"E, a distance of 78.01 feet; thence run S88°36'49"E, a distance of 166.47 feet; thence run S89°56'04"E, a distance of 114.21 feet to a point on the South Right of Way line of Hilliard Island Road; thence run S56°09'33"E, along said South Right of Way line, a distance of 39.97 feet; thence run S55°47'29"E, a distance of 81.85 feet to a point on the South Maintained Right of Way line of Hilliard Island Road as shown on aforesaid Osceola County Road Map Book 1, Pages 118-126; thence along said South Maintained Right of Way line the following seven courses and distances; thence run S89°17'43"W, a distance of 140.45 feet; thence run N13°33'32"E, a distance of 9.62 feet; thence run S89°44'59"W, a distance of 76.84 feet; thence run S87°58'45"W, a distance of 141.43 feet; thence run S85°00'54"W, a distance of 67.54 feet; thence run S82°16'44"W, a distance of 38.05 feet; thence run S77°16'48"W, a distance of 60.48 feet to a point 70 feet off the future centerline of Simpson Road; thence run N33°50'27"E along said 70 ft line, a distance of 109.37 feet to the Point of Beginning.

Order: 5666907 Doc: FLOSCE:4876-00121 Page 7 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

Containing 29,964.91 square feet or 0.6879 acres, more or less..

The said portions of streets, roads, and/or alleys lie outside the corporate limits of any municipality in Osceola County, Florida. Persons interested may appear and be heard at the time and place above specified.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

BY: _____
Chairman/Vice-Chairman

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Tammy Rapp
Clerk/Deputy Clerk to the Board

BCC approved 11-9-15
Notice of Proceedings RV14-00006

Order: 5666907 Doc: FLOSCE:4876-00121 Page 8 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

NOTICE OF ADOPTION OF RESOLUTION
15-096R
RV14-00006

NOTICE IS HEREBY GIVEN, that on the 9th day of November, A.D. 2015, the Board of County Commissioners of Osceola County, Florida, adopted a Resolution vacating, abandoning, and discontinuing as a public road or street and forever renouncing and disclaiming any right of the County of Osceola, State of Florida, and the public, in and to a portion of the former Hilliard Island Road alignment as shown and delineated on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County, Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described as follows, to wit:

Legal Description

A parcel of land being a portion of former Hilliard Island Road alignment as shown on Osceola County Road Map Book 1, Pages 118-126 of the Public Records of Osceola County, Florida and located in Section 8, Township 25 South, Range 30 East and being more particularly described as follows:

Commence at the Southwest corner of Lot 1, HILLIARD ISLAND COMMERCIAL CENTER, as recorded in Plat Book 21, Page 45 of the Public Records of Osceola County, Florida, said point being a point on a curve, concave to the Northeast, having a Radius of 24.01 feet and Central Angle of 11°55'39"; thence along the South line of said Lot 1 the following two (2) courses and distances; thence run Easterly along the Arc of said curve, a distance of 5.00 feet (Chord Bearing = S68°22'08"E, Chord = 4.99 feet to the Point of Tangency thereof; thence run N87°21'58"E, a distance of 0.15 feet to the Point of Beginning; thence along the South line of said Lot 1 the following three (3) courses and distances; thence run N87°21'58"E, a distance of 78.01 feet; thence run S88°36'49"E, a distance of 166.47 feet; thence run S89°56'04"E, a distance of 114.21 feet to a point on the South Right of Way line of Hilliard Island Road; thence run S56°09'33"E, along said South Right of Way line, a distance of 39.97 feet; thence run S55°47'29"E, a distance of 81.85 feet to a point on the South Maintained Right of Way line of Hilliard Island Road as shown on aforesaid Osceola County Road Map Book 1, Pages 118-126; thence along said South Maintained Right of Way line the following seven courses and distances; thence run S89°17'43"W, a distance of 140.45 feet; thence run N13°33'32"E, a distance of 9.62 feet; thence run S89°44'59"W, a distance of 76.84 feet; thence run S87°58'45"W, a distance of 141.43 feet; thence run S85°00'54"W, a distance of 67.54 feet; thence run S82°16'44"W, a distance of 38.05 feet; thence run S77°16'48"W, a distance of 60.48 feet to a point 70 feet off the future centerline of Simpson Road; thence run N33°50'27"E along said 70 ft line, a distance of 109.37 feet to the Point of Beginning.

Containing 29,964.91 square feet or 0.6879 acres, more or less.

Order: 5666907 Doc: FLOSCE:4876-00121 Page 9 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

BY: _____
Chairman/Vice-Chairman

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Tammy Rodd
Clerk/Deputy Clerk to the Board

BCC Approved 11-09-15
Notice of adoption RV14-00006
Resolution 15-096R

Order: 5666907 Doc: FLOSCE:4876-00121 Page 10 of 10 Created By: Stephen Masluk Printed: 3/3/2016 1:38:04 PM EST

LEGAL DESCRIPTION

RIGHT OF WAY VACATION
HILLIARD ISLE ROAD

A portion of Section 8, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 25 South, Range 30 East, Osceola County, Florida; thence run South 00°13'31" West, along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 8, for a distance of 43.99 feet to a point on the South right of way line of Hilliard Isle Road, as recorded in County Road Map 1, Pages 118 through 126, inclusive; thence departing said East line, run South 89°17'43" West, along said South right of way line, for a distance of 217.34 feet to the POINT OF BEGINNING; thence continue South 8°17'43" West, along said South right of way line, for a distance of 188.08 feet; thence along said South right of way line the following courses and distances: North 13°33'32" East for a distance of 9.62 feet; thence run South 89°44'59" West for a distance of 76.84 feet; thence run South 87°58'45" West for a distance of 141.43 feet; thence run South 85°00'54" West for a distance of 67.54 feet; thence run South 82°16'44" West for a distance of 38.05 feet; thence run South 77°16'48" West for a distance of 67.66 feet; thence run South 70°37'29" West for a distance of 23.45 feet; thence run South 62°20'20" West for a distance of 23.30 feet to a point on the Southeasterly right of way line of Boggy Creek Road; thence departing said South right of way line, run North 33°50'27" East, along the said Southeasterly right of way line of Boggy Creek Road, for a distance of 167.77 feet to a point on the North right of way line of said Hilliard Isle Road, said point being a point on a curve, concave Northeasterly, having a radius of 24.01 feet, a chord bearing of South 31°05'18" East and a chord distance of 33.10 feet; thence run Southeasterly along the arc of said curve through a central angle of 87°07'13" for an arc distance of 36.51 feet; thence run along said North right of way line the following courses and distances: North 87°21'58" East for a distance of 78.16 feet; thence run South 88°36'49" East for a distance of 166.47 feet; thence run South 89°56'04" East for a distance of 114.21 feet; thence departing said North right of way line, run South 56°09'33" East for a distance of 39.97 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 290.00 feet, a chord bearing of South 68°29'54" East and a chord distance of 123.94 feet; thence run Southeasterly along the arc of said curve through a central angle of 24°40'37" for an arc distance of 124.90 feet to the POINT OF BEGINNING.

Containing 37,474 square feet, or 0.79 acres, more or less.

SHEET 1 OF 3

ALLEN & COMPANY
Professional Surveying & Mapping
213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

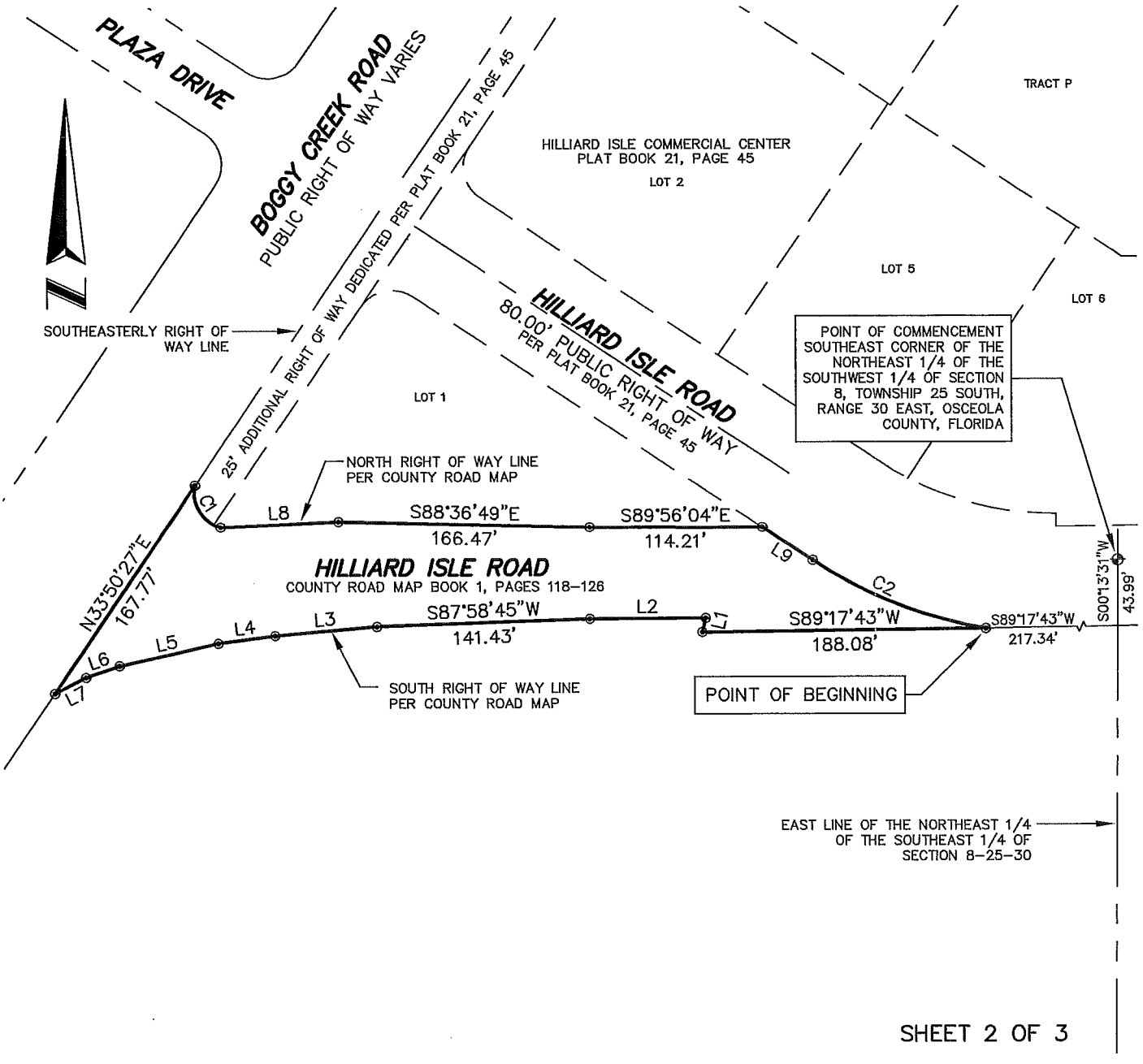
1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8-25-30 AS HAVING AN ASSUMED BEARING OF SOUTH 00°13'31" WEST.

JOB NO.	20120017	CALCULATED BY:	EGT
DATE:	MAY 9, 2012	DRAWN BY:	EGT
SCALE:	1 INCH = 100 FEET	CHECKED BY:	JLR
FIELD BY:	N/A		

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, PSM #5633

SKETCH OF DESCRIPTION



SHEET 2 OF 3

ALLEN & COMPANY
Professional Surveyors & Mappers
213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8-25-30 AS HAVING AN ASSUMED BEARING OF SOUTH 00°13'31" WEST.

JOB NO.	20120017	CALCULATED BY:	EGT
DATE:	MAY 9, 2012	DRAWN BY:	EGT
SCALE:	1 INCH = 100 FEET	CHECKED BY:	JLR
FIELD BY:	N/A		

LINE AND CURVE TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.62'	N13°33'32"E
L2	76.84'	S89°44'59"W
L3	67.54'	S85°00'54"W
L4	38.05'	S82°16'44"W
L5	67.66'	S77°16'48"W
L6	23.45'	S70°37'29"W
L7	23.30'	S62°20'20"W
L8	78.16'	N87°21'58"E
L9	39.97'	S56°09'33"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	24.01'	36.51'	33.10'	S31°05'18"E	87°07'13"
C2	290.00'	124.90'	123.94'	S68°29'54"E	24°40'37"

SHEET 3 OF 3

ALLEN & COMPANY
Professional Surveyors & Mappers
213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8-25-30 AS HAVING AN ASSUMED BEARING OF SOUTH 00°13'31" WEST.

JOB NO.	20120017	CALCULATED BY:	EGT
DATE:	MAY 9, 2012	DRAWN BY:	EGT
SCALE:	1 INCH = 100 FEET	CHECKED BY:	JLR
FIELD BY:	N/A		

Devon's Park Place
A.K.A Hilliard Place
Annexation
DRC# 00-036

CL 2002022733 OR 1998/2463



Subject Property
City Limit Boundary
Water Boundary

N
W E
S

200 0 200 400
Feet

January 10, 2001
Community Development Dept.

PLAT BOOK 21 PAGE 45

"HILLIARD ISLE COMMERCIAL CENTER"

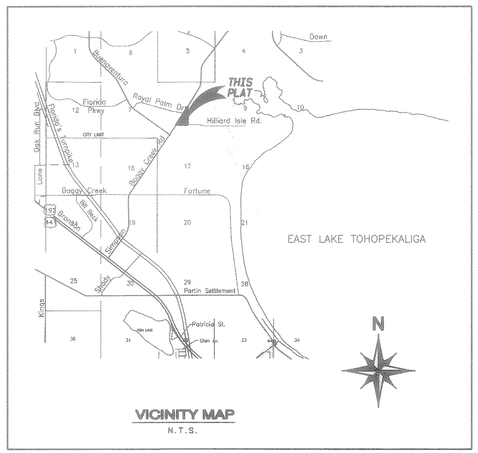
A PORTION OF SECTION 8 - TOWNSHIP 25 SOUTH - RANGE 30 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

DESCRIPTION:

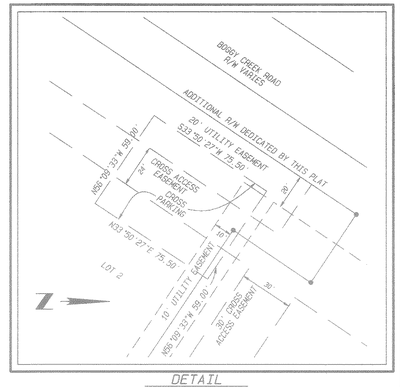
A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LYING SOUTH AND EAST OF BOGGY CREEK ROAD (S.R. NO. 530) AND NORTH OF HILLIARD ISLE ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE N00°20'53"E, 19.89 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE CONTINUE N00°20'53"E, 1192.15 FEET ALONG SAID EAST LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD; THENCE S33°50'27"W 1344.52 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS S77°20'28"E FROM SAID POINT; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 24.01 FEET, THRU A CENTRAL ANGLE OF 86°59'30" FOR AN ARC DISTANCE OF 36.45 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF HILLIARD ISLE ROAD, (PER MAINTENANCE MAP RECORDED IN COUNTY ROAD MAP BOOK 1, PAGES 118 THRU 126); THENCE N87°21'58"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 78.16 FEET; THENCE S88°36'49"E, 166.47 FEET; THENCE S89°55'04"E, 283.36 FEET; THENCE N89°27'15"E, 163.52 FEET; THENCE S85°43'10"E, 33.56 FEET TO THE POINT OF BEGINNING. CONTAINING: 9.99 ACRES MORE OR LESS

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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.



VICINITY MAP
N.T.S.



DETAIL
NOT TO SCALE

"HILLIARD ISLE COMMERCIAL CENTER" DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, 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 HEREON EXPRESSED: THE RIGHT OF WAY FOR HILLIARD ISLE ROAD AND ADDITIONAL RIGHT OF WAY FOR BOGGY CREEK ROAD, AND THE DRAINAGE, UTILITY AND CROSS ACCESS EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO ON _____

BY_____
BARRY COMPTON

~~ATTEST:~~

BY_____

SIGNED AND SEALED IN THE PRESENCE OF:
Hannah Powell
WITNESS PRINTED
Chanda S. Davis
Chanda S. Davis
STATE OF FLORIDA COUNTY OF OSCEOLA

THIS IS TO CERTIFY, THAT ON August 2, 2007
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE FREE ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC

RONDA HINES
MY COMMISSION # DD 541574
EXPIRES: April 18, 2010
Bonded Thru Notary Public Underwriters

MY COMMISSION EXPIRES 4/18/2010

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, IS A LICENSED AND REGISTERED SURVEYOR AND MAPPER, THAT THE FOREGOING PLAT WAS PREPARED BY HIM OR UNDER HIS SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND OSCEOLA COUNTY MINIMUM LAND SUBDIVISION REGULATIONS. THE LAND DESCRIBED HEREON LIES IN SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

FRANKLIN, HART & REID
CERTIFICATE OF AUTHORIZATION NUMBER LB 6605
1368 EAST VINE STREET
KISSIMMEE, FLORIDA 34744
PHONE: (407) 846-1216

DATE: 8/1/07 BY: _____
WILLIAM C. HART
FLORIDA REGISTERED SURVEYOR AND MAPPER
REGISTRATION NO. PSM 3904

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

Upon a review, This Plat was found to be in compliance with Chapter 177 F.S.

SURVEYOR'S NAME: Robert BERTRAND
SIGNATURE: Robert Bertrand
REGISTRATION NUMBER: 4087 DATE: 5-11-2008
Florida Professional Surveyor and Mapper Representing Kissimmee, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on April 1, 2008 that the foregoing plat was approved by the City Commission of the City of Kissimmee, Florida.

Mayor: _____
Jim Swan

ATTEST:

CITY CLERK: _____
Mike Stefgerwald

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 the Osceola County Minimum Land Subdivision Regulations and was filed for record on

May 23, 2008 at 1:57 PM

File No. 2008088571

Larry Whaley
Clerk of the Circuit Court In and for Osceola County, Florida
By: Karen Mikell D.C.

LEGEND

- ■ DENOTES SET PERMANENT REFERENCE MONUMENTS (PRM) (4"X4" CM PRM L.B.#6605)
- ○ DENOTES SET PERMANENT CONTROL POINTS (PCP) (NAIL AND CAP PCP L.B.#6605)
- I.D. DENOTES IDETIFICATION
- R/W DENOTES RIGHT OF WAY
- U.E. DENOTES UTILITY EASEMENT
- D.E. DENOTES DRAINAGE EASEMENT
- C.A.E. DENOTES CROSS ACCESS EASEMENT
- PLS REGISTERED LAND SURVEYOR
- PT POINT OF TANGENCY
- PC POINT OF CURVATURE
- PI POINT OF INTERSECTION
- PB PLAT BOOK
- SWK, E. SIDEWALK EASEMENT
- NR NON RADIAL
- SWK SIDEWALK
- FND FOUND
- I.R. IRON ROD
- R RADIAL
- A ARC LENGTH
- Δ DELTA
- CM CONCRETE MONUMENT
- PBS PAGES

GENERAL NOTES:

1) BEARINGS BASED ON EAST BOUNDARY OF THE N.E. 1/4, S.W. 1/4 OF SECTION 8-25-30 BEING N00°20'53"E.
2) UTILITY, DRAINAGE, SIDEWALK AND CROSS ACCESS EASEMENTS ARE DEDICATED TO THE PUBLIC BY THIS PLAT. ALL DRAINAGE EASEMENTS ARE TO REMAIN UNOBSTRUCTED.
3) TRACT LS, IS DESIGNATED AS A LIFT STATION TRACT TO BE OWNED AND MAINTAINED BY THE HILLIARD ISLE COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION.
4) TRACT P, IS DESIGNATED AS A DRAINAGE TRACT TO BE OWNED AND MAINTAINED BY THE HILLIARD ISLE COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION. THE CITY HAS THE RIGHT BUT NOT THE RESPONSIBILITY TO MAINTAIN TRACT P, SUBJECT TO A DRAINAGE EASEMENT TO THE CITY OF KISSIMMEE

GRAPHIC SCALE 1" = 60'
60 0 60 120 180

FRANKLIN, HART & REID
CIVIL ENGINEERS - LAND SURVEYORS
1368 EAST VINE STREET, KISSIMMEE, FL 34744 - PHONE 846-1216 - FAX 846-0037
CERTIFICATE NUMBER LB 6605 ENGINEERING NUMBER 8336

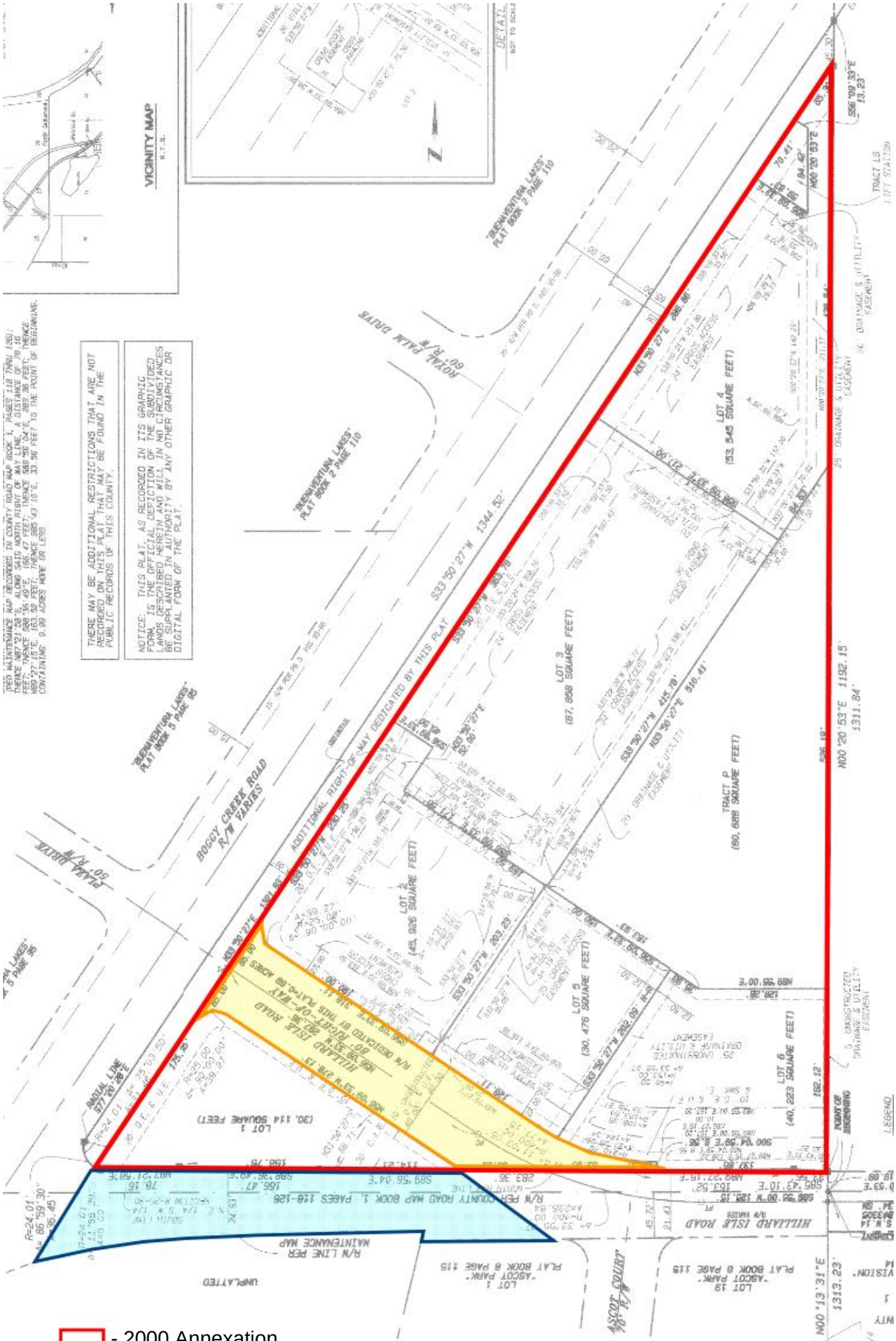

- 2000 Annexation
- 2008 Hilliard Isle Road Realignment
- 2015 Hilliard Isle South ROW Vacation
N

EXHIBIT "A"

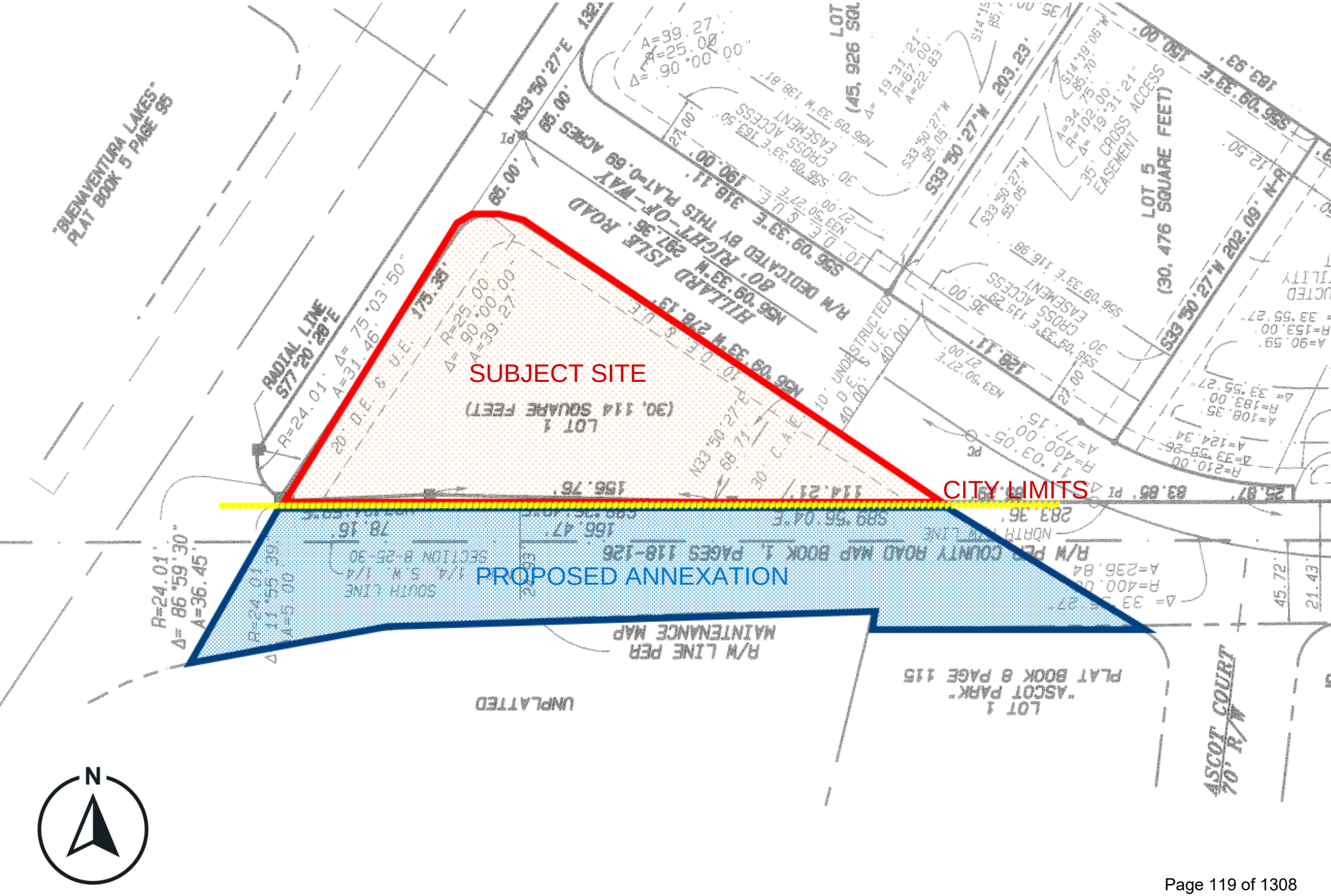
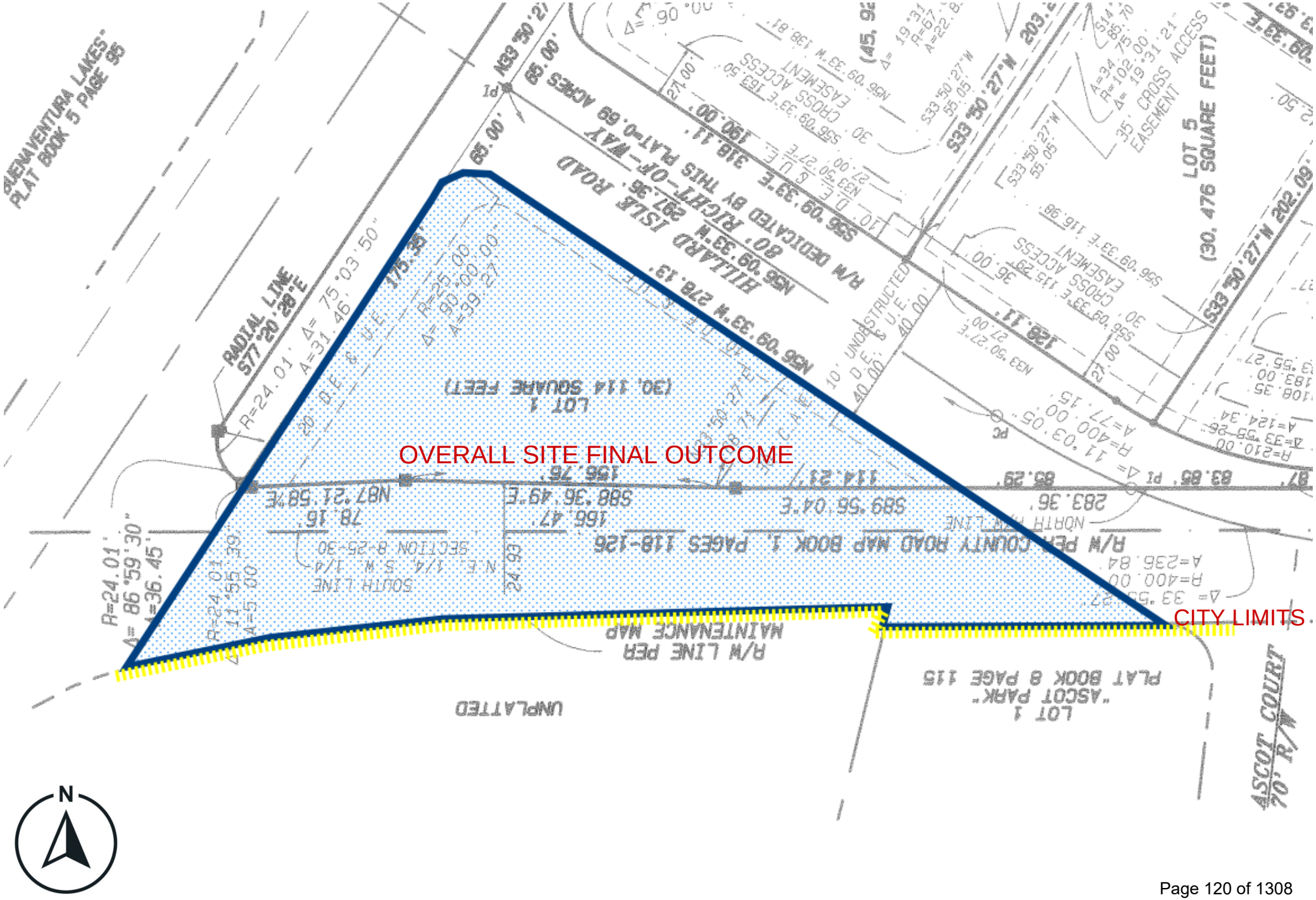


EXHIBIT "B"


OVERALL SITE FINAL OUTCOME
CITY LIMITS
N
LOT 5
(30, 476 SQUARE FEET)
S33°50'27"W 202.09'
S33°50'27"W 203.
65.00'
N33°50'27"E
S56°09'33"E 318.11'
190.00'
128.11'
R/W DEDICATED BY THIS PLAT=0.69 ACRES
HILLIARD ISLE ROAD
80' RIGHT-OF-WAY
N56°09'33"W 297.36'
N56°09'33"W 278.13'
LOT 1
(30, 114 SQUARE FEET)
175.35'
R=24.01'
Δ= 86°59'30"
L=36.45'
RADIAL LINE
S77°20'28"E
R=24.01'
Δ= 75°03'50"
A=31.46'
R=25.00'
Δ= 90°00'00"
A=39.27'
156.76'
114.21'
83.85'
283.36'
78.16'
N87°21'58"E
166.47'
S89°36'49"E
S89°56'04"E
24.83'
SOUTH LINE
SECTION 8-25-30
N.E. 1/4 S.W. 1/4
R=24.01'
Δ=11°55'39"
A=5.00'
UNPLATTED
R/W LINE PER
MAINTENANCE MAP
LOT 1
"ASCOT PARK"
PLAT BOOK 8 PAGE 115
ASCOT COURT
70' R/W
BUENAVENTURA LAKES
PLAT BOOK 5 PAGE 95

ITEM 5.A

Public Hearing - City of Kissimmee Annual Action Plan and Adoption of Accompanying Resolution

Request

Approval of the City of Kissimmee Annual Action Plan for Fiscal Year 2023 and its accompanying Resolution authorizing the Mayor to execute any necessary documents and certifications.

Explanation

The City of Kissimmee Annual Action Plan for FY 2023 is the document required by the U.S. Department of Housing and Urban Development (HUD) that serves as the application for continued funding under the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) programs.

The City's estimated allocation of CDBG funds is $841,265. Below is the proposed distribution of those funds for Fiscal Year 2023:

CDBG Eligible Activity	Allocation Amount
Code Enforcement	$ 80,000.00
Public Services	$126,189.75
Housing-Rehabilitation	$466,822.25
Administration	$168,253.00
TOTAL	$841,265.00

The City intends to use its CDBG allocation to address the needs and priorities identified in the City's 2020-2025 Five Year Consolidated Plan which identifies affordable housing, homeless prevention, economic development, and public services as goals. The City hosted a community meeting to discuss this year's funding priorities and to gather comments from the participants. Attendees were asked to complete a survey ranking different public services. The following public services received the highest ranking: employment training; housing information and referrals/homeless outreach/child care services/health services (tied); services for persons with disabilities; and nutrition services. Programs and activities to address these and other similar public service needs will be selected through an application period that will take place before October 1, 2023. The necessary subrecipient agreements will be presented to the City Commission for approval once the HUD Funding Agreement for FY 2023 is received.

As a member of the Osceola County HOME Consortium, the City is eligible to receive $359,424.80 in HOME funds. Below is the proposed distribution of those funds for FY 2023:

HOME Eligible Activity	Allocation Amount
Tenant Based Rental Assistance Program (TBRA)	$80,652.62
CHDO Set Aside - Rental Housing Development*	$53,913.72
Rental Housing Activities - New Construction*	$194,050.62
Administration	$30,807.84
TOTAL	$359,424.80

* These funds are part of prior year's allocations made to developments and are not available for new projects.

A draft copy of the Plan was available for public review from June 7 through July 7, 2023. No comments were received on the Plan.

If the Plan is approved by the City Commission, it will be submitted to HUD for final review and approval. Minor changes requested by HUD after their review will be handled at the staff level unless there are substantive changes that impact the intent of the Plan. If that is the case, staff will bring those changes to the Commission for further approval.

Recommendation

To approve the City of Kissimmee Annual Action Plan for Fiscal Year 2023 and its accompanying Resolution authorizing the Mayor to execute any necessary documents and certifications.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):
1. Kissimmee_2023-2024 Annual Action Plan
2. (S) RES adopting 2023-2024 CDBG HOME Action Plan
3. (S)SF-424
4. (S)Assurances for Const Programs
5. (S)Assurances for Non-Const Programs
6. (S)Non-State-Certifications
7. Survey2023

CITY OF KISSIMMEE
2023-2024 ANNUAL ACTION PLAN

For Public Hearing and Approval at the July 18, 2023 City Commission Meeting

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal funds, HUD requires the City of Kissimmee to prepare a Consolidated Plan and Annual Action Plans to direct the use of these funds. The most recent Consolidated Plan was submitted for approval to HUD in 2020 and it covered 5 years – from 2020-2025. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. This Action Plan for Program Year 2023 is the fourth plan prepared under the current Consolidated Plan period.

The City of Kissimmee is located within Osceola County Florida. The current population estimate is 85,108 people (BEBR, University of Florida). Kissimmee has a relatively high poverty rate of approximately 24.6%, as compared to that of Osceola County at 13.3%, and higher than the State of Florida at 13.1% (US Census).

The majority of Census Tracts within the City (12 of 15 Census Tracts - more than 80%) have a population whose income is at or below 80% of the area median income (US Census). The City had previously defined a specific target area within the City that encompasses the majority of the population within these low/mod income Census Tracts but based on new analysis of the population, the City has abandoned this locally-defined Target Area and has amended its Consolidated Plan to reflect this change.

In Program Year 2023, the City expects to receive the following: $841,265 in CDBG and $945,523 in SHIP funds. As part of the Osceola County Consortia, the City will receive $359,424.80 in regular HOME funds In addition, the City still has available CDBG funding from 2017, 2018, 2019, 2020, 2021, and 2022, HOME ARP, NSP 1, NSP 3, and CDBG-CV 1 and 3 funds that are expected to be committed and spent in the near future. The City may need to do Substantial Amendments to identify and reallocate those funds that are from prior CDBG funding.

2. Summarize the objectives and outcomes identified in the Plan

The overall goal of the housing and community development programs contained with the Plan is to develop and improve viable urban communities by providing safe, decent, affordable housing and suitable living environments, and expanding economic opportunities for low- to moderate-income persons. The Plan envisions the creation and expansion of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.

The PY 2020-2025 Consolidated Plan identified Affordable Housing Development; Housing Preservation; Economic Development; Public Services; Public Facilities and Improvements; and Planning and Administration as six general goals to be addressed during the 5-year program period. The City will direct

funding for Program Year 2023 to the following priorities identified within those goals in the Consolidated Plan: Affordable Housing (such as housing rehabilitation and code enforcement) and public services (these may include employment training; housing information and referrals and homeless outreach/child care/health services; services for persons with disabilities; and, nutrition services).

The disparity between income earned and housing costs has resulted in a great number of individuals and families living in area hotels/motels. The City has determined that this is a high priority need that will be addressed using all available resources. In addition, the disparity between household income and housing and other living expenses results in a significantly high percentage of the city's population to be financially burdened and threatened with homelessness. Currently, much of the city's employment opportunity is in service-related fields that pay lower wages. This year, the City intends to continue allocating available public service funding and other resources to provide job training/educational opportunities to citizens in an effort to permanently move them from low wage jobs to higher paying, permanent employment opportunities.

3. Evaluation of past performance

During the first two years of the PY 2020-2025 Consolidated Plan period, the City has concentrated in addressing housing; homelessness prevention, economic development, public services, and public infrastructure and facilities improvements. In 2020, which is the period covered in Annual Action Plan 2020-2021, the City was concentrated in responding to the Coronavirus (COVID-19) and most of the public services programs were either delayed or carried out virtually. This hindered the performance of some of these organizations. The City provided assistance to public service programs such as Back on Track, Building Strong Families, Financial Wellness in Times of Uncertainty, Good Neighbors, Vision Specific Job Training and Employment Services, and Rental and Mortgage Assistance. The following year, the City concentrated funding homeless services – outreach of homeless persons and summer camp for homeless children. A Substantial Amendment was approved in June 7, 2022, in order to reallocate $14,531.57 remaining funds to housing rehabilitation. The City has identified a property that consists of hotel units and apartment units. Due to the shortage in affordable housing and the increase in our homeless population after the COVID-19 pandemic, it has been the City’s goal to acquire a motel/hotel for conversion to a homeless shelter facility. A portion of the CDBG funds from 2020, 2021, and 2022 have been set aside for that project. The project has been delayed and the funds have not been spent as of yet.

The City’s Public Works Department is in charge of two current projects - Hudson Street Drainage Improvement project (drainage improvement) and Hill Street Sidewalk Design project (sidewalks). Both projects are expected by be completed by the end of PY 2022.

4. Summary of Citizen Participation Process and consultation process

The City hosted a community meeting to discuss PY 2023-2024 funding priorities. The meeting was held on Thursday, June 15, 2023. A copy of the (draft) proposed 2023-2024 Annual Action Plan was available for review and public comment from June 7, 2023 to July 7, 2023. A Public Hearing was held at the City of Kissimmee City Commission meeting on July 18, 2023.

5. Summary of public comments

Ahead of the public hearing, the City held a public meeting on June 15, 2023 and invited the public as well as nonprofit agencies. During the public meeting, surveys were distributed to attendees for public input. The survey asked to rank their top three priorities for public services funding. The following public services received the highest ranking: 1) employment training; 2) housing information and referrals and homeless outreach/child care/health services; 3) services for persons with disabilities; and, 4) nutrition services. This year the City will concentrating its funding of Public Services to programs related to the priorities identified during the public comment period as supported by the responses on the survey.

6. Summary of comments or views not accepted and the reasons for not accepting them

All responses were reviewed and considered.

7. Summary

The City intends to use its CDBG allocation to address the needs and priorities identified in the City's 2020-2025 Five Year Consolidated Plan which identifies affordable housing, homeless prevention, economic development, and public services as goals. This year the City will concentrating its funding of Public Services to programs related to the priorities identified during the public comment period as supported by the responses on the survey. The following public services received the highest ranking: 1) employment training; 2) housing information and referrals and homeless outreach/child care/health services; 3) services for persons with disabilities; and, 4) nutrition services.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	KISSIMMEE	
CDBG Administrator	KISSIMMEE	Development Services Department
HOPWA Administrator		
HOME Administrator	KISSIMMEE	Human Services Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Kissimmee is an entitlement community that receives direct allocations of Community Development Block Grant (CDBG) funding from HUD each fiscal year. Osceola County is the HOME Program Consortia Lead, and the City of Kissimmee receives a portion of the HOME Consortia's annual allocation each fiscal year.

Consolidated Plan Public Contact Information

Frances DeJesus, Housing and Community Development Manager
City of Kissimmee
Phone: (407) 518-2156
E-mail: frances.dejesus@kissimmee.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

During the development of the Annual Action Plan, the City of Kissimmee consults directly with local housing and supportive services agencies and organizations to discuss the needs of the most vulnerable populations. This section includes a list of local agencies that the City of Kissimmee consults with during and after the development of the Annual Action Plan to enhance coordination and delivery of CDBG funds and activity benefits.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Kissimmee uses a variety of methods to consult with local agencies to enhance coordination between public and private organizations that deliver services directly to eligible persons and households. Those methods include public/private partnerships to deliver program services directly to eligible beneficiaries, to collect data on the current housing and community development needs of the community, and participation in public meetings and one-on-one consultations to discuss how to best leverage available funding resources towards projects that are shovel ready and achieve a national objective.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In Central Florida, three key demographic populations have been identified among homeless populations: children and families, the chronically homeless, and Veterans. The City of Kissimmee consults with the Homeless Services Network of Central Florida at least once annually to discuss the current needs of Kissimmee's homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Kissimmee does not receive ESG funds, so consultation with Homeless Services of Central Florida does not include these items.

2. Agencies, groups, organizations and others who participated in the process and consultations

Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Osceola
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults directly with the Osceola County Housing and Community Development Department on potential partnership opportunities for projects that benefit both communities.
2	**Agency/Group/Organization**	Osceola Council on Aging
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults directly with the Osceola Council on Aging for potential partnership opportunities to implement CDBG and HOME funded housing activities.
3	**Agency/Group/Organization**	Habitat for Humanity, Osceola
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults directly with Habitat for Humanity Osceola to implement housing activities such as housing rehabilitation, roof replacement, and other minor repairs.
4	**Agency/Group/Organization**	Hope Partnership
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consults with the Hope Partnership organization to gather current homeless population data and to discuss potential partnership opportunities to implement CDBG funded projects and programs to deliver services directly to the homeless population in Kissimmee.
5	**Agency/Group/Organization**	Lighthouse of Central Florida
	Agency/Group/Organization Type	Services-children and adults living with vision loss and blindness Services-employment Services- independent living
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consulted with the Lighthouse of Central Florida to discuss potential partnership opportunities to deliver CDBG funded public services directly to the eligible qualified populations they serve in the community.
6	**Agency/Group/Organization**	Loves Makes Me Grow
	Agency/Group/Organization Type	Services-food services Services-health

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consulted with Loves Makes Me Grow to discuss potential partnership opportunities to deliver CDBG funded public services directly to the eligible qualified populations they serve in the community.
7	**Agency/Group/Organization**	Back on Track Inc.
	Agency/Group/Organization Type	Services- Economic Development Services – Employment opportunities and Job training
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consulted with Back on Track Inc. to discuss potential partnership opportunities to provide services directly to qualified persons when funding is available.
8	**Agency/Group/Organization**	Parks & Recreation Department
	Agency/Group/Organization Type	Government
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Parks and Recreation Department provides summer camp services to homeless children in Kissimmee.
9	**Agency/Group/Organization**	Salvation Army

	Agency/Group/Organization Type	Services- financial assistance Services- homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consulted with The Salvation Army's Osceola emergency service center to discuss potential partnership opportunities to provide free meals, showers, and laundry services to those in need.
10	**Agency/Group/Organization**	Wee Care
	Agency/Group/Organization Type	Services-child care Services-economic development
	What section of the Plan was addressed by Consultation?	Economic development- microenterprise

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consulted with Wee Care to discuss to address the childcare crisis at the local level by increasing childcare capacity through various supply building efforts, decreasing the cost of childcare by expanding operational capacity, and improving access for families.
11	**Agency/Group/Organization**	Access Health Plus
	Agency/Group/Organization Type	Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Kissimmee consulted with Access Health Plus to discuss potential partnership opportunities to health services to those in need.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types that were not specifically consulted during the development of the Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Services Network of Central Florida	

Table 2 - Other local / regional / federal planning efforts

Narrative

The City of Kissimmee and its neighboring jurisdictions - Orange, Osceola, and Seminole Counties, along with cities of Orlando, and Sanford- work together through the Homeless Services Network of Central

Florida through the Continuum of Care (CoC). This partnership align services and planning in conjunction with federal funding throughout Central Florida. Through this design government organizations work with other regional, private, faith-based and public partners.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

1. Public Meeting

Target of Outreach: Non-targeted/broad community

Summary of response/attendance: On June 15, 2023, the City of Kissimmee conducted an in-person public meeting to collect public input on potential activities to fund with the City of Kissimmee's 2023-2024 CDBG allocation. The public meeting was well attended by representatives of several local housing and supportive services organizations.

Summary of comments received: During the public meeting, hard copy Public Input Surveys were distributed to attendees. The surveys asked attendees to rank their top three priorities for public services funding. The following public services received the highest ranking: 1) employment training; 2) health services; 3) housing information and referrals and homeless outreach/child care services; 4) services for persons with disabilities; and, 5) nutrition services.

Summary of comments not accepted and reasons: There were no public comments that were not accepted during this public meeting.
URL (If applicable): N/A

2. Newspaper Ad

Target of Outreach: Non-targeted/broad community

Summary of response/attendance: A 30 day public comment period to solicit public comment on the draft 2023-2024 Annual Action Plan is scheduled to take place June 7, 2023 through July 7, 2023. A newspaper ad was published in the Osceola Gazette on Thursday, June 1, 2023.

Summary of comments received: No comments were received.

Summary of comments not accepted and reasons: There were no public comments that were not accepted during this public meeting.

URL (If applicable): N/A

3. Internet Outreach

Target of Outreach: Non-targeted/broad community

Summary of response/attendance: A 30 day public comment period to solicit public comment on the draft 2023-2024 Annual Action Plan is scheduled to take place June 7, 2023 through July 7, 2023. It was posted to the City of Kissimmee website on June 9, 2022.

Summary of comments received: No comments were received.

Summary of comments not accepted and reasons: There were no public comments that were not accepted during this public meeting.

URL (If applicable): N/A

4. Public Hearing

Target of Outreach: Non-targeted/broad community

Summary of response/attendance: A public hearing for any final comment on the draft 2023-2024 Annual Action Plan is scheduled to take place during the regularly schedule City of Kissimmee Commission Meeting on July 18, 2023.

Summary of comments received: No comments were received.

Summary of comments not accepted and reasons: There were no public comments that were not accepted during this public meeting.

URL (If applicable): https://www.kissimmee.gov/departments/development-services/housing-community-development

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	841,265	0	1,388,468	2,229,733	825,086	In addition to the allocation for PY2023 of $841,265, the City still has available CDBG funding from 2017, 2018, 2019, 2020, 2021, and 2022. A Substantial Amendment will be needed to reallocate those funds from prior years to eligible activities.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Admin and Planning Housing	1,267,374	0	0	1,267,374	350,000	The City still has remaining NSP funds available. The intent is to use these funds this year to construct a single family home for sale/rent. This may be the last activity under NSP. In an effort to close-out the grant by next year the City will transfer any proceeds from the possible sale into the CDBG account.
Other	public - federal	Admin and Planning Housing Public Services	1,217,478	0	0	1,217,478	608,739	The City plans to use create a non-congregate shelter facility to provide temporary housing and support services for individuals experiencing homelessness. The project will consist of at least 40 non-congregate units to house and provide services to unsheltered individuals and families. The funds will be used for the following activities: TBRA, Supportive Services, and Administration.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - state	Admin and Planning Housing	1,927,566	0	0	1,927,566	950,000	The City plans to use the current SHIP allocation ($945,523) to assist very low and low income households with their housing needs - financial assistance and housing rehabilitation and to pay for administrative costs. There are SHIP funds available from prior years (approx. $982,043) that will be used this year for housing rehabilitation.

Table 3 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as a match towards affordable housing activities predominately supported by HOME program funding. The City will also leverage other special private, state and local fund allocations towards eligible Federal program activities, if they are to become available.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Upon review of publicly owned land or property, it was determined the City currently has one parcel that could be used to address the needs identified in the Consolidated Plan period. The lot located at 219 N. Randolph is currently vacant and ready for development.

Discussion

In Program Year 2023, the City expects to receive the following: $841,265 in CDBG and $945,523 in SHIP funds. As part of the Osceola County Consortia, the City will receive $359,424.80 in regular HOME funds . In addition, the City still has available HOME-ARP, NSP 1, NSP 3, and CDBG-CV 1 and 3 funds that are expected to committed and spent in the near future. At this time it is unclear if the City will spend its NSP program income as NSP or if it will be transferred into CDBG. If that happens the City will do a substantial amendment to identify the projects and activities to be done.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation	2020	2025	Affordable Housing	City of Kissimmee	Affordable Housing	80,000	Housing Code Enforcement/Foreclosed Property Care: 5 Household Housing Unit
2	Public Services	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services	126,189.75	Public service activities other than Low/Moderate Income Housing Benefit: 1 Persons Assisted
4	Affordable Housing	2020	2025	Affordable Housing Homeless	City of Kissimmee	Affordable Housing	466,822.25	Homeowner Housing Rehabilitated: 6 Household Housing Unit
5	Program Administration	2020	2025	Program Administration	City of Kissimmee	Program Administration	168,253	Other: 1 Other

Goal Descriptions

1	**Goal Name**	Housing Preservation
	Goal Description	Activities relating to housing rehabilitation, elimination of slum/blight, and code enforcement repairs.
2	**Goal Name**	Public Services
	Goal Description	A variety of CDBG funded activities that involve the delivery of public services to qualified households through City or Non-Profit Housing Services Providers implemented programs.
4	**Goal Name**	Affordable Housing
	Goal Description	Owner-occupied housing rehabilitation for qualified households including non-homeless special needs, and low- to moderate-income households.
5	**Goal Name**	Program Administration
	Goal Description	Eligible activities for the implementation of CDBG funded projects during the program year.

AP-35 Projects - 91.420, 91.220(d)

Introduction

During the 2023-2024 program year, the City of Kissimmee plans to allocate $841,265 in awarded CDBG funds to a variety of projects in eligible funding categories including Code Enforcement, Public Services, Housing - Rehabilitation and Program Administration. Specific activities funded within these projects will be selected based on their readiness to proceed, budgetary requirements, and need. The City of Kissimmee may choose to implement these projects internally or through partnership with a local, qualified housing and supportive services provider.

#	Project Name
1	Code Enforcement
2	Public Services
3	Housing - Rehabilitation
4	Program Administration

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

This program year's allocation priorities were selected based on the continued, underserved needs of the City's low and moderate income population, as well as a special focus on the needs of homeless households that proved to be most vulnerable over the last three years. Now that the health and safety crisis caused by the COVID-19 pandemic has begun to subside, the City of Kissimmee continues to prioritize more projects that require face-to-face interaction including code enforcement, housing rehabilitation, and public services to the most vulnerable populations in our community.

The City intends to allocate available public service funding and other resources to provide job training/educational opportunities to citizens in an effort to permanently move them from low wage jobs to higher paying, permanent employment opportunities.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Code Enforcement
	Target Area	City of Kissimmee
	Goals Supported	Housing Preservation
	Needs Addressed	Affordable Housing
	Funding	$80,000
	Description	A variety of activities including repairs to owner-occupied dwelling in need of repair due to code enforcement issues.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee estimates between 500 to 600 households will receive benefit from this project.
	Location Description	This project will benefit households city-wide in Kissimmee.
	Planned Activities	Housing repairs due to code enforcement issues, and/or salary costs of Code Enforcement employees for monitoring of code enforcement issues.
2	**Project Name**	Public Services
	Target Area	City of Kissimmee
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	$126,189.75
	Description	Funding for a variety of public services for housing or non-housing benefit to income qualified households through programs implemented internally or through local housing and supportive services providers.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee anticipates that approximately 150 income qualified households will receive benefit from activities funded through this project.
	Location Description	Public services will be provided city-wide in Kissimmee.

	Planned Activities	Eligible public services include activities such as job training/placement, education services, health care, or other housing or non-housing benefit.
3	**Project Name**	Housing - Rehabilitation
	Target Area	City of Kissimmee
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	$466,82.25
	Description	This project include activities involving minor or moderate housing rehabilitation repairs to single residential homes and/or multi-unit residential units.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kissimmee anticipates income qualified households will benefit from these project activities. If single residential homes = approximately 15 homes; if multi-unit residential units = approximately 70 units; if combination = approximately 8 homes and 70 multi-units.
	Location Description	Income qualified households will be selected within the city limits of Kissimmee.
	Planned Activities	Minor and moderate housing rehabilitation.
4	**Project Name**	Program Administration
	Target Area	City of Kissimmee
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	$168,253
	Description	Eligible activities related to the City's implementation of CDBG funded projects during the program year 2023-2024.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	City of Kissimmee

	Planned Activities	Eligible administrative costs related to the internal implementation of CDBG funded projects and activities.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal and State funding resources are generally allocated on a City-wide basis. However, as identified in Section MA-50 of the Market Analysis in the 2020-2025 Consolidated Plan, there are large concentrations of lower income housing in the west central portion of Kissimmee along John Young Parkway that are in need of affordable housing activities to address common housing problems. In addition, there is a large population of precariously housed residents residing in motels and hotels along U.S. Highway 192 which the City is working with Osceola County School District to focus resources in this area to address these issues.

Geographic Distribution

Target Area	Percentage of Funds
City of Kissimmee	80

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In order not to limit the availability of resources, the City of Kissimmee chooses to allocate Federal and State funding to a broad, city-wide target area. Projects are selected based on the level of need and availability of resources.

Discussion

In order not to limit the availability of resources, the City of Kissimmee chooses to allocate Federal and State funding to a broad, city-wide target area. Projects are selected based on the level of need and availability of resources.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

House Bill 1339, which was adopted by the Florida Legislature in July 2020, requires that local governments review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. According to the regulations, an annual report must be submitted to City Commission that which includes recommendations on the implementation of affordable housing incentives. These recommendations are made by the Affordable Housing Advisory Committee (AHAC). The AHAC meets on a monthly basis to discuss different incentives for consideration.

On July 1, 2023 the Live Local Act is scheduled to take effect. This regulation supports affordable housing in Florida. It creates and/or enhances tax incentives for affordable housing, restricts local government opposition, and provides additional funding over the next 10 years. Overall, the Live Local Act reduces supply barriers and incentivizes developers to build affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Understanding the obstacles that are present in this community is the first step to creating strategies to remove or ameliorate these barriers to affordable housing. The City of Kissimmee, in partnership with the City's Affordable Housing Advisory Committee (AHAC), will continue working together to address these public and private sector barriers and create strategies to further affordable housing. The following is a list of strategies that the City of Kissimmee proposes to review during the upcoming program year:

- Community Land Trust
- Inclusionary zoning

Discussion

The City has reviewed the following incentives:

Expedited Permitting - Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects. This process has been adopted as a policy.

Ongoing Review Process - An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption. This process has been adopted as a policy.

In addition, the following incentives have been reviewed.

Modification of Impact Fees
Status – Under discussion.

Flexible Densities
Status – Reviewed was completed and recommendation was adopted: In order for developments to be eligible for a density bonus of 5%, the development must set aside at least 20% of its units as affordable housing. These units must remain affordable for up to 15 years.

Affordable Accessory Residential Units
Status: Under discussion.

Public Land Inventory
Status: Reviewed was completed and internal policy was developed.

Support of Development Near Transportation Hubs
Status: Reviewed was completed and internal policy was developed.

Other:

Community Land Trust
Status – Under discussion.

Definition of Affordable and Workforce Housing Developments
Status: Reviewed and internal policy was developed.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following is a list of actions that the City of Kissimmee plans to implement over the next one-year period to achieve success in addressing the housing and community development needs of low- to moderate-income residents and families.

Actions planned to address obstacles to meeting underserved needs

The City of Kissimmee will continue working with internal departments, as well as other public and private organizations to expand services and leverage Federal and State funding in order to address the underserved needs of the community. Obstacles that arise over the next one-year period will be addressed in two ways: 1) determine the level of urgent need and propose a solution with available resources in the current funding year; and/or 2) re-prioritize future funding based on the level of urgent need and available resources.

Actions planned to foster and maintain affordable housing

Through the HOME Investment Partnerships (HOME) program and the State Housing Initiatives Partnership (SHIP) program, the City of Kissimmee will continue efforts of fostering and maintaining existing and new affordable housing by working with local CHDOs and developers to expand and increase affordable housing opportunities. The City of Kissimmee anticipates allocating $53,913.72 towards the development of affordable housing opportunities during this one-year period.

Actions planned to reduce lead-based paint hazards

The overall goal of the City is to reduce or eliminate lead-based paint hazards and prevent childhood lead poisoning. This will be accomplished through a coordinated effort of public and private sectors.

Actions planned to reduce the number of poverty-level families

In every program where federal funds are expended on housing units, the City will incorporate the current procedures for lead hazard reduction or LBP abatement guidelines as defined in 24 CFR Part 35.

The City of Kissimmee will continue seeking out opportunities to work with not-for-profit partners to reduce the poverty level amongst our residents especially those who are at risk of homelessness.

Actions planned to develop institutional structure

The City of Kissimmee will continue to monitor the strengths and gaps in the current institutional delivery structure over the next one year period, and make necessary adjustments to maximize

outcomes using Federal and State funding.

Actions planned to enhance coordination between public and private housing and social service agencies

Each year, the City of Kissimmee develops a list of stakeholders and service providers for consultation and service delivery purposes. In order to increase coordination, the City will work with stakeholders and service providers to collect current and accurate data to make adjustments on the needs of their clientele and measure performance efficiency.

Discussion

The City of Kissimmee, as discussed above, will continue to undertake other actions as necessary to coordinate the delivery of CDBG funded services. In addition, the City will continue to work with agencies to identify need for possible future CDBG-funded projects.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

The City of Kissimmee uses its CDBG funding for LMI benefit, including administrative costs. The City intend to use the expected CDBG allocation to:

- Code Enforcement: To work for a better community through community clean-up, education, and enforcement of violations against the city code or ordinances regulating public health, safety, and welfare, and building standards.
- Public services – To provide programs that address the highest ranking priorities for our community: 1) employment training; 2) housing information and referrals and homeless

outreach/child care/health services; 3) services for persons with disabilities; and, 4) nutrition services.

- Housing Rehabilitation – Assist current homeowners or owners of rental developments with repairs to help reduce safety-related and health-related code violations.
- Administration – To pay for general management, oversight and coordination of the CDBG and other related activities.

RESOLUTION NO. _____-2023

A RESOLUTION OF THE CITY OF KISSIMMEE, ADOPTING THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN; AUTHORIZING SUBMISSION OF THE ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2023-2024 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee (the "City") is a Community Development Block Grant (CDBG) entitlement jurisdiction and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission seeks to obtain CDBG and HOME funds in order to administer its CDBG and HOME programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities to annually submit a One-Year Action Plan that meets the requirements of applicable federal regulations; and

WHEREAS, the City has prepared a One-Year Action Plan for use of its CDBG and HOME funds that includes required federal forms and certifications to apply for the funds from the federal CDBG and HOME programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE THAT:

Section 1: The One-Year Action Plan for 2023-2024, attached hereto, is hereby approved.

Section 2: The City is hereby authorized to submit said One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium One-Year Action Plan, and to submit the City's One-Year Action Plan as its request and approval for CDBG and HOME program funding from HUD.

Section 3: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 4: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 18th day of July, 2023.

Attest:

City Commission
City of Kissimmee, Florida

Linda S. Hansell
City Clerk

Olga Gonzalez
Mayor-Commissioner

Approve as to form and legality

City Attorney

Date

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF KISSIMMEE

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-600348

* c. UEI: DPHBBJP7RHY3

d. Address:

* Street1: 101 CHURCG STREET
Street2:
* City: KISSIMMEE
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 34741

e. Organizational Unit:

Department Name: DEVELOPMENT SERVICES

Division Name: HOUSING & COMMUNITY DEVELOPMEN

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: FRANCES
Middle Name:
* Last Name: DE JESUS
Suffix:

Title: HOUSING & COMMUNITY DEVELOPMENT MANAGER

Organizational Affiliation:

* Telephone Number: 407-518-2156
Fax Number: 407-518-2497

* Email: frances.dejesus@kissimmee.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DEPT. OF HOUSING & UNBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2023 ANNUAL ACTION PLAN - COMMUNITY DEVELOPMENT BLOCK GRANT

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15 * b. Program/Project: 15

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2023 * b. End Date: 09/30/2024

18. Estimated Funding ($):

* a. Federal	841,265.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	841,265.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: OLGA

Middle Name:

* Last Name: GONZALEZ

Suffix:

* Title: MAYOR, CITY OF KISSIMMEE

* Telephone Number: 407-518-2315 Fax Number: 407-518-6369

* Email: olga.gonzalez@kissimmee.gov

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor, City of Kissimmee
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Kissimmee	07/18/2023

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OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor, City of Kissimmee
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Kissimmee	07/18/2023

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CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

	July 18, 2023
Signature of Authorized Official	Date
Mayor	
Title	

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023-2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____	July 18, 2023
Signature of Authorized Official	Date

Mayor
_____
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____	July 18, 2023
Signature of Authorized Official	Date

Mayor

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Kissimmee
Annual Action Plan for PY2023-2024
Public Meeting

Name	Agency	Title	Email Address
Nilisa Council	Love makes me Grow	CEO	ncouncil71@gmail.com
Lucie Ghioto	Habitat Greater Orlando and Osceola	VP Planning + Construction	LGhioto@habitatorlandoosceola.org
Jeff Por	City of Kissimmee Park & Rec	Recreation Asst. Manager	jeff.por@kissimmee.gov
Juan Rodriguez	Sol-y-Builders Y All	Board Member	JRPIEREGASULTING@GMAIL.COM
	Access Health Plus	Director of Operations	JRODRIGUEZ@ACCESSHEALTHPLUS.ORG
Georgiana Tynes	" "	GRANT WRITER	gktconsulting@gmail.com
Melanie Campbell	Lighthouse Central Fl	grant writer	melanie@hire-it-now.com
Robert A. Bussiere	Kissimmee AHAC/PAB, Opportunity Center Inc	Chairman / VP	busezair@gmail.com
Will Cooper	Hope Partnership	COO	Will.Cooper@thehopepartnership.org
Amanda Seymour	Back on Track Inc.	VP / SPOKESPERSON	botemployment@gmail.com

CITY OF
KISSIMMEE
1883

2023-2024 Community Development Block Grant

Public Input Survey

The City intends to allocate available public services funding and other resources to support job training and educational opportunities to citizens in an effort to move them permanently from low wage jobs to higher paying permanent employment opportunities. Based on your opinion, please rank the top three (3) priorities in public services with the number one (1) being the highest priority:

(2) ✓ Senior Services

(1) ✓ Services for Persons with Disabilities

_____ Legal Services

_____ Transportation Services

_____ Substance Abuse Services

_____ Services for victims of domestic violence, dating violence, sexual assault, or stalking

(3) ✓ Employment Training

_____ Tenant/Landlord Counseling

_____ Child Care Services

_____ Health Services

_____ Services for Abused and Neglected Children

_____ Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

_____ Security Deposits

Melanie Campbell
Lighthouse Central Florida
melanie@hire-it-out.com

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_____ Senior Services

_____ Services for Persons with Disabilities

_____ Legal Services

3 Transportation Services

_____ Substance Abuse Services

_____ Services for victims of domestic violence, dating violence, sexual assault, or stalking

1 Employment Training

_____ Tenant/Landlord Counseling

_____ Child Care Services

_____ Health Services

_____ Services for Abused and Neglected Children

_____ Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

_____ Security Deposits

2 Financial Health Services

Lucie Gioia
Habitat
407-970-1995

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_____ Employment Training

_____ Tenant/Landlord Counseling

3 Child Care Services

_____ Health Services

_____ Services for Abused and Neglected Children

2 Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

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_____ Legal Services

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_____ Employment Training

_____ Tenant/Landlord Counseling

__3__ Child Care Services

_____ Health Services

_____ Services for Abused and Neglected Children

__1__ Housing Information and Referral Services/ HOMELESS OUTREACH

_____ Subsistence Payments (limited to three months)

_____ Security Deposits

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_____ Child Care Services

_____ Health Services

_____ Services for Abused and Neglected Children

_2_ Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

_3_ Security Deposits

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3 Services for victims of domestic violence, dating violence, sexual assault, or stalking

1 Employment Training

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_____ Child Care Services

2 Health Services

_____ Services for Abused and Neglected Children

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_____ Subsistence Payments (limited to three months)

_____ Security Deposits

Jackie Murray, Founder/CEO: jmurray41k@live.com
Amanda Seymour, VP/spokesperson: botemployment@gmail.com

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__3__ Health Services

_____ Services for Abused and Neglected Children

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_____ Services for victims of domestic violence, dating violence, sexual assault, or stalking

_____ Employment Training

_____ Tenant/Landlord Counseling

_____ Child Care Services

✓ Health Services (STD PREVENTION AND TREATMENT / MENTAL HEALTH) & DROPPING CENTER

_____ Services for Abused and Neglected Children

_____ Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

_____ Security Deposits

THESE TWO CATEGORIES REQUIRED HOUSING SERVICE WITH MUST BE TEMPORARY OR PERMANENT

JUAN RODRIGUEZ
JRODRIGUEZ@ACCESSHEALTHPLUS.ORG

SKY BUILDER 4 ALL HOUSING EDUCATION HEALTH
* ACCESS HEALTH PLUS STD'S
JOSHUA HOUSE FOUNDATION — MENTAL HEALTH

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3 Health Services

_____ Services for Abused and Neglected Children

_____ Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

_____ Security Deposits

① Educating families on growing their own food gardens. Building Communities food gardens.

② Educating families on healthy eating and Nutritional Values

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_____ Services for Abused and Neglected Children

__3___ Housing Information and Referral Services

_1____ Subsistence Payments (limited to three months)

_2____ Security Deposits

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_____ Services for victims of domestic violence, dating violence, sexual assault, or stalking

__X__ Employment Training

_____ Tenant/Landlord Counseling

__X__ Child Care Services

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_____ Housing Information and Referral Services

_____ Subsistence Payments (limited to three months)

_____ Security Deposits

Frances DeJesus

From: Georgiana Tynes <gktconsulting@gmail.com>
Sent: Wednesday, July 5, 2023 4:21 PM
To: Frances DeJesus
Cc: Juan Rodriguez; Marcela Restrepo
Subject: Re: City of Kissimmee - CDBG PY2023-2024 Follow Up
Attachments: City of Kissimmee Meeting Notes & Follow Up.pdf

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Good Afternoon Frances,

Please see the attached follow up information from Juan Rodrigeuz, the Director of Operations at Access Health Plus. This gives you a description of what we discussed at the Community meeting on June 15, 2023.

Thanks and let us know if you have any questions.

Best Regards,
Georgiana

On Wed, Jun 14, 2023 at 8:14 AM Frances DeJesus <FRANCES.DEJESUS@kissimmee.gov> wrote:

> Good morning.
>
> We would love to have you. See you tomorrow.
>
> Frances
>
> **From:** Juan Rodriguez <janlois2000@hotmail.com>
> **Sent:** Tuesday, June 13, 2023 6:21 PM
> **To:** Frances DeJesus <FRANCES.DEJESUS@kissimmee.gov>
> **Cc:** Georgiana Tynes <gktconsulting@gmail.com>; Marcela Restrepo <mrestrepo@skybuildersusa.com>
> **Subject:** City of Kissimmee - CDBG PY2023-2024
>
> EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe
>
> Good evening,
>
> We would like to attend the meeting and hear more about this grant opportunity.

Thanks,

Juan Rodriguez

Director of 340B Operations

122 W Sproule Ave # 130

Kissimmee, FL 34741

Phone: 407.670.9557

Email: jrodriguez@accesshealthplus.org

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Dear Housing and Community Development Partner – The City of Kissimmee recently advertised the availability of Community Development Block Grant (CDBG) funding for the upcoming fiscal year – 2023-2024. A community meeting will be held at the City Commission Chambers located at City Hall, 101 Church Street, Kissimmee. FL 34743 on June 15, 2023 at 2:30 PM. You are invited to attend. Also, feel free to tell any other organization that you think have programs that may be a good fit with our CDBG goals.

Hope to see you Thursday!

Thank you

Frances

Frances De Jesus

Housing and Community Development Manager

City of Kissimmee

101 Church Street, 2nd floor

Kissimmee, FL 34741

(407) 518-2156

Frances.dejesus@kissimmee.gov

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Georgiana K. Tynes
Consultant
321.720.7729
gktconsulting@gmail.com

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City of Kissimmee Community Meeting Notes
From: Juan Rodriguez, Director of Operations Access Health Plus

On the survey, we (Access Health Plus) selected Health Services (STD Prevention and Treatment/Mental Health services) to possible take place at the City of Kissimmee's new shelter (Motel 8). In order for these services to be optimum it requires promoting mental health through housing stability services (temporary or permanent) for vulnerable populations along with primary care and STD prevention and treatment. Individuals experiencing homelessness are more likely than others to become physically or mentally ill. Also, homelessness exposes individuals to multiple health risks, including communicable diseases (infectious diseases or transmissible diseases), the elements, and malnutrition, and can exacerbate existing health conditions. 7 Florida cities have highest STD rates in America, study based on data from the Centers for Disease Control and Prevention's latest STD Surveillance Statistics; Orlando was one of the Florida cities ranked on the top 100 list at 53.

The **Area 7** HIV & AIDS Program at the Florida Department of Health in Orange County provides technical assistance to support the HIV/AIDS Care and Prevention Education services offered at the Florida Department of Health facilities and Community-Based Organizations located in the following counties: Brevard, Orange, **Osceola**, and Seminole.

A Coalition has been formed between three nonprofits Access Health Plus, Sky Builders 4 All, and Joshua's Foundation to cover all three pillars of health. Florida is under attack socially, politically, and epidemically. The major needs of Florida that we identify as the pillars are Housing, mental health, and STDs. We need to build an infrastructure that will allow us to ease the three pillars that are affecting our communities. We can eradicate STDs by providing access to medical care and treatment for all populations since STDs don't discriminate. Medical care is not a business is a social responsibility that will allow us through ACCESS Health Plus lower STD cases by providing medical care for those infected and preventive care for those exposed thru this dropping center in the New Kissimmee shelter. Mental health is the additional pillar that affects our communities. Mental health needs to be easily accessed by everyone and it will be available at the shelter to help those that need it and have no access to it. Joshua's House Foundation mental health experts will stabilize individuals affected by trauma and have proven to have better outcomes in life. Finally, the third pillar is access to housing and building infrastructure. Sky Builders 4 All have the experience and knowledge to build infrastructure for individuals who need permanent, temporary, and transitioning housing as well as case management that could assist individuals be self-sufficient and productive. Sky Builders 4 All could help remodel the shelter and build the dropping center that would provide the needs to successfully overcome the three pillars that affect the Floridian communities.

This proposed project would utilize some of the hotel rooms at the Super 8 motel shelter as a drop-in center. A drop-in center within the City of Kissimmee's newly acquired facility would provide the mental health aspect because lack of housing creates trauma. Once housing is taken care of, the issue of care and prevention services can start after temporary/permanent housing.

Funds would be needed from Public Services or Housing Rehabilitation to establish this new drop in center. The rooms at the Super 8 motel shelter could be used. In addition, a clinic could be added on site to facilitate a holistic approach to provide on-site care for STD's (including providing primary care) for the identified City of Kissimmee survey priority need 'health services.'

The MOU's allow us to build a 340 B Structure which results in providing access to treatment and care for everyone regardless of insurance coverage so no person is turned away. Florida is the number one state. Coverage is subsidized by rebates given back to the prescription that is ordered to a patient with insurance. The drop in center includes the 3 pillars of need, 1) the Housing assessments and needs (Sky Builders), 2) the trauma with Mental Health & then(Joshua's House Foundation) 3) screenings to identify STD's and treat STI's which includes primary care as they are all aligned together (Access Health Plus). The coalition also has 32 pharmacies that work with us to accomplish our services.

Access Health Plus (https://accesshealthplus.org)-
We are a non-profit organization based in Kissimmee, we are dedicated to serving the Central Florida community that is affected by HIV/AIDS, and STDs.
-Mission
We empower the community to achieve the sexual well-being of individuals living with STDs by providing education, prevention, treatment, and compassion in a non-judgmental setting.

Sky Builders For All (https://skybuilders4all.org) , Joshua's Foundation
SkyBuilders 4 All was established in 2020 as a 501(c)(3) nonprofit organization to increase the economic mobility of community members throughout Central Florida and beyond.
With a rapidly growing population, Central Florida has become home to millions. We seek to create pathways that will allow our community members to adapt to progressive changes that are expected in this region for years to come. We are proactive in creating solutions that will establish economic stability while making real impacts on health, education, and living and building spaces.
-Mission
To increase economic mobility for pathways to better health, education, careers and living or building spaces.

Joshua's House Foundation (https://joshuashousemissions.org/our-purpose)
Joshua's House Foundation is a nonprofit organization with 3 fundamental pillars: give mental health services, technical education with vocational programs to support achieving a productive life, and education for civic engagement.
-Mission
The mission of Joshua's House Foundation is to offer mental health services, vocational programs, and civic engagement education through innovative techniques for families, caregivers, teachers, and mental health providers of children and adults facing any kind of developmental or physical disability in a project called "Mental health education through civic engagement" offered on a gratuitous bilingual platform with certified professionals.

Frances DeJesus

To: Wendy Ford
Subject: RE: 2023 CDBG Survey

From: Wendy Ford <fordw@osceola-coa.com>
Sent: Friday, June 16, 2023 5:17 PM
To: Frances DeJesus <FRANCES.DEJESUS@kissimmee.gov>
Subject: Re: 2023 CDBG Survey

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Frances,

The highest priority is affordable housing and then food security. Food wasn't on the list, so I chose Housing, sustainable payments and security deposits.

Have a great weekend,

Wendy

On Fri, Jun 16, 2023 at 10:37 AM Frances DeJesus <FRANCES.DEJESUS@kissimmee.gov> wrote:

> Good morning Wendy – Hope all is well. At your earliest convenience please complete the attach survey and provide any comments that you may have regarding the proposed allocation of the funds and which areas should be a priority.
>
> Thank you
>
> Frances
>
> **Frances De Jesus**
>
> Housing and Community Development Manager
>
> City of Kissimmee
>
> 101 Church Street, 2nd floor
>
> Kissimmee, FL 34741

(407) 518-2156

Frances.dejesus@kissimmee.gov

CITY OF KISSIMMEE 1883

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--

Wendy Ford

President and CEO

Osceola Council on Aging

Office 407-846-8541

Cell 407-383-0012

osceolagenerations.org

OSCEOLA COUNCIL ON AGING
Serving All Generations

Frances DeJesus

From: Lilly Alexander <lilly@weecare.co>
Sent: Monday, June 26, 2023 2:50 PM
To: Frances DeJesus
Subject: Survey + Public Comment - Kissimmee AAP 2023
Attachments: WeeCare_KissimmeeSurvey2023.pdf

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Hi Frances,

Please find WeeCare's public comment for Kissimmee's Annual Action Plan below and the completed Survey attached.

Thank you, and I look forward to hearing from you.
Lilly

Honorable Mayor and Members of the City Council,

My name is Lilly Alexander, and I am submitting this public comment on behalf of WeeCare.

WeeCare is the largest and fastest-growing childcare network in the nation, partnering with municipalities at all levels of government to address the childcare crisis at the local level. Currently, in the City of Kissimmee, there are approximately 12,265 women NOT participating in the workforce and an estimated childcare capacity gap of over 1,739 childcare slots, equivalent to 144 NEW childcare providers needed to service the child population in Kissimmee. As you know, childcare can be a significant barrier to entry into the workforce, especially for women. Many working parents struggle to balance their job responsibilities with the demands of caring for their children and in the absence of affordable and quality care options, many parents are often forced to choose between working and staying home.

According to data from the Bureau of Labor Statistics, as of January 2022, the labor force participation rate for women ages 25-54 was 74.9%, while the rate for men in the same age group was 89.4%. The gap is even wider for mothers with young children. Among women with children under the age of six, the labor force participation rate was 61.5%, compared to 93.1% for men. These statistics highlight the significant impact of childcare on a mother's ability to participate in the workforce. A lack of affordable and accessible care can limit a woman's employment options, decrease her earning potential, and contribute to gender inequality in the workforce. The COVID-19 pandemic has only exacerbated these challenges, with many families struggling to find safe and affordable childcare options while juggling remote work and other responsibilities.

Addressing these challenges is critical to ensuring that all individuals in the City of Kissimmee have the opportunity to participate in the workforce and reach their full economic potential. This includes promoting policies that support working families and prioritize childcare providers, who are the foundation of a healthy workforce.

WeeCare's Economic Development programs help communities prioritize working families by increasing childcare capacity through various supply building efforts, decreasing the cost of childcare by expanding operational capacity, and improving access for families through WeeCare's centralized

network. WeeCare aims to submit a CDBG application that will benefit 18 LMI microenterprise childcare providers, create 5 new LMJ opportunities, and support over 216 LMI working families.

We have already reached out to various local childcare providers in the community to let them know we are working on acquiring grant funding that will assist many of them in stabilizing and even expanding their operations, increasing the total childcare capacity in Kissimmee. They are all very excited to have the opportunity to participate in this innovative use of public funding.

We thank you for this tremendous opportunity to support this amazing community of people who have quietly dedicated their lives to improving the lives of those around them.

My very best,
Lilly Alexander

--
Lilly Alexander
Business Development Specialist
lilly@weecare.co
c: (805) 468-8619
Marina del Rey, CA 90292

Learn how we're solving child care at the largest child care network in America

Frances DeJesus

From: Mia Defranco <Mia.Defranco@uss.salvationarmy.org>
Sent: Friday, June 30, 2023 3:36 PM
To: Frances DeJesus
Subject: RE: CDBG funding
Attachments: KISS Survey2023.docx

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Good afternoon,

Thank you so much for getting back to me and providing this information. I have completed the survey, please see attached.
I would greatly appreciate it if you could provide additional information such as the meaning of public services, as The Salvation Army's Osceola emergency service center provides free meals, showers, and laundry services to those in need.

I am also hoping you can tell me if there will be a time frame to check for any public notices about applying for the CDBG or HOME program funds. I want to make sure I am aware of when the grant application opens and any deadlines.

Thank you so much!

Have a wonderful weekend!

Sincerely,

Mia DeFranco
Grants & Compliance Manager
Office: 407-423-8581 ext 26475
Fax: 407-423-7128
mia.defranco@uss.salvationarmy.org
www.salvationarmyorlando.org

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From: Frances DeJesus <FRANCES.DEJESUS@kissimmee.gov>
Sent: Friday, June 30, 2023 11:17 AM
To: Mia Defranco <Mia.Defranco@uss.salvationarmy.org>
Subject: RE: CDBG funding

Good morning. I apologize for the late response but somehow I missed this message. Attached is the proposed breakdown for our next CDBG allocation and a survey. Please complete the survey by identifying what do you think the priorities should be for the City of Kissimmee this upcoming year. We are wrapping up the comment period so please complete and submit your response at your earliest convenience. Please feel free to contact me if you have any questions.

Thank you.

Frances

From: Mia Defranco <Mia.Defranco@uss.salvationarmy.org>
Sent: Thursday, June 15, 2023 3:22 PM
To: Frances DeJesus <FRANCES.DEJESUS@kissimmee.gov>
Subject: CDBG funding

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Good afternoon,

I am writing in reference to the CDBG funding that is posted on the Kissimmee.gov website. Unfortunately, The Salvation Army's Osceola command was not able to attend the meeting today, would it possible to receive any materials regarding the funding priorities and the application process?

Thank you.

Sincerely,

Mia DeFranco
Grants & Compliance Manager
Office: 407-423-8581 ext 26475
Fax: 407-423-7128
mia.defranco@uss.salvationarmy.org
www.salvationarmyorlando.org

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Frances DeJesus

From: Mia Defranco <Mia.Defranco@uss.salvationarmy.org>
Sent: Friday, July 7, 2023 11:22 AM
To: Frances DeJesus
Subject: Kissimmee event

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Good morning,

Thanks again for taking the time to speak to me yesterday, it is greatly appreciated!

I wanted to let you know that I just found out about a little community event happening on July 15th , at The Salvation Army Osceola command, which is very similar to what we discussed yesterday, please see below:

Three ministries are coming together on the property to give meals, clothing , and haircuts. We are also distributing grocery bags to children under 14. There will be approximately 112 people may be less. I'm counting about 30 volunteers. The event is first come first serve. I am registering families for the children's party bags so we do not have more families than we can handle but we should have enough food for 150+ people. I created an event brite on how to get tickets for the families but the homeless clients in the area are welcome to get food and clothes as needed. I'm sharing the Eventbrite sign up code with the churches involved and maybe the Osceola Department of education in case they have families they can reach out to.

You must be psychic!

Have a great weekend!

Mia DeFranco
Grants & Compliance Manager
Office: 407-423-8581 ext 26475
Fax: 407-423-7128
mia.defranco@uss.salvationarmy.org
www.salvationarmyorlando.org

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Survey 2023

Senior Services	Services for Persons w Disabilities	Legal Services	Transportation Services	Substance Abuse Services	Services of Domestic Violence	Employment Training	Tenant/Landlord Counseling	Child Care Services	Health Services	Services for Abused and Neglected Children
2	3					1				
			1			3				
	3							1		
			2					1		
						3				
					1	3			2	
						2		3	1	
									3	
									1	
						2		3		
						2			1	3
2	6	0	3	0	1	16	0	8	8	3

#1	Employment Training
#2	Child Care Services/Housing Information and Referral/Homeless Outreach/Health Services
#3	Services for Persons w Disabilities
#4	Community Gardens & Healthy Eating

Information and Referral Services/Homeless	Subsistence Payments	Security Deposits	Financial Health Services	Community Gardens	Healthy eating
			2		
2					
3					
2		1			
				3	2
1	3	2			
8	3	3	2	3	2

ITEM 5.B

Public Hearing - First of two public workshops regarding Parks and Recreation Impact Fee increases and extraordinary circumstances

Request

Hold a public workshop to allow commissioners and the public to discuss the extraordinary circumstances making it necessary to increase the Parks and Recreation Impact Fees beyond the limitations in F.S. 166.31801(6).

Explanation

The City of Kissimmee seeks to increase Parks and Recreation Impact Fees beyond the phase-in limitations required by F.S.S. 166.31801(6). As a result, F.S. 163.31801(6)(g)(2) requires the City to hold two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations. This is the first of the two hearings.

The City retained Raftelis Financial Consultants Inc. (Raftelis) to review and update the City's Parks and Recreation Impact Fees and to make recommendations for new Police and Fire Impact Fees. The 2023 Municipal Impact Fee Study (Raftelis Study) is attached.The “Florida Impact Fee Act,” F.S. 166.31801, provides rules and procedures that local governments must follow when establishing and increasing impact fees. Two of these rules are that local governments may not generally increase existing impact fees by 50% or more and impact fees may not be increased more than every four years. See F.S. 166.31801(6)(d) and (e). Typically, a local government must phase-in impact fee increases, meaning that a local government may only increase impact fees in four equal installments over a four-year period. (These rules do not apply to the proposal to create Police and Fire Impact Fees because those fees would be established rather than an increase to an existing fee.)

The one exception to these rules is that a local government may increase existing impact fees beyond 50% if “extraordinary circumstances necessitate the need to exceed the phase-in limitations” and the local government complies with the following procedures: 1) obtains a demonstrated-need study justifying an increase in an existing impact fee beyond the phase-in limitations, 2) holds two publicly noticed workshops “dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations,” and 3) the governing body approves the impact fee increase ordinance by at least a two-thirds vote.The Raftelis Study also serves as a “demonstrated-need study,” which documents the extraordinary circumstances that support increasing the Parks and Recreation Impact Fee beyond the phase-in limitations.

According to the Rafetlis Study, “recent large inflationary cost increases plus additional capital improvements based on a considerable increase in population growth” are the extraordinary circumstances that justify this increase. As a result, the Rafetlis Study recommends increasing the Parks and Recreation Impact Fees from $1,200 to $2,410 per dwelling unit for single-family and from $985 to $2,048 per dwelling unit for multi-family. If the City does not adopt the proposed Park and Recreation Impact Fees, growth would significantly underpay for its fair share of the Parks and Recreation project costs by as much as $12,812,000 if Parks and Recreation Impact Fees are not increased at all, to as little as $4,568,300 if the City adhered to the phase-in limitations. The City would have to rely on other revenue sources to address this shortfall.

Under the existing Parks and Recreation Impact Fees, growth would only pay around $12,394,000 of these costs. If Parks and Recreation Impact Fees were increased pursuant to the phase-in limitations, growth would pay around a maximum of $20,637,700. If the Commission approves the proposed Park and Recreation Impact Fees, growth would pay around $25,206,000.

Recommendation

Hold a public workshop to allow commissioners and the public to discuss the extraordinary circumstances making it necessary to increase the Parks and Recreation Impact Fees beyond the limitations in F.S. 166.31801(6).

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):
1. Kissimmee Muni Impact Fee Presentation - Final.v2 - 06.30.23
2. 2023 Kissimmee Report - Final

RAFTELIS

City of Kissimmee

2023 Municipal Impact Fee Study

July 18, 2023



Agenda

1. Study Objectives
2. Impact Fee Methodology
3. Calculated Fees & Implementation
4. Conclusions

Impact Fee Study Objectives

- Update City's existing Parks & Recreation impact fees
- Develop new Police and Fire impact fees
- New growth to pay its own way
- Review historical ("embedded") assets and planned improvements available to meet demands of growth
- Follow statutory parameters and case law

Impact Fee Basics

- One-time charges established to recover costs of infrastructure and capital equipment needed to accommodate demands of new growth
  - Impact fees do not fund replacement of existing assets unless original asset is removed from fixed asset schedule and excess capacity is made available for growth
  - Impact fees do not correct deficiencies in level of service attributed to existing development
  - Impact fees do not fund operations and maintenance costs

Statutory Requirements

- Must comply with F.S.S. 163.31801
- Must hold (2) publicly noticed workshops and at least two-thirds (2/3) of Commissioners must agree to increase Parks & Recreation fees above amounts in F.S.S. 163.31801 (6)
- City also has an impact fee study completed within the last 12-month justifying the fee levels
  - City of Kissimmee 2023 Municipal Impact Fee Study Report dated May 24, 2023
  - The Impact Fee Study also serves as the “demonstrated needs study”

Statutory Requirements

- Section 163.31801 Florida Statutes
  - Among other requirements…

    (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers and impact fee by resolution must:

    a. Ensure that the calculation of the impact fee be is based on the most recent and localized data.

    b. Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

    c. Limit administrative charges for the collection of impact fees to actual costs.

    d. Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee...

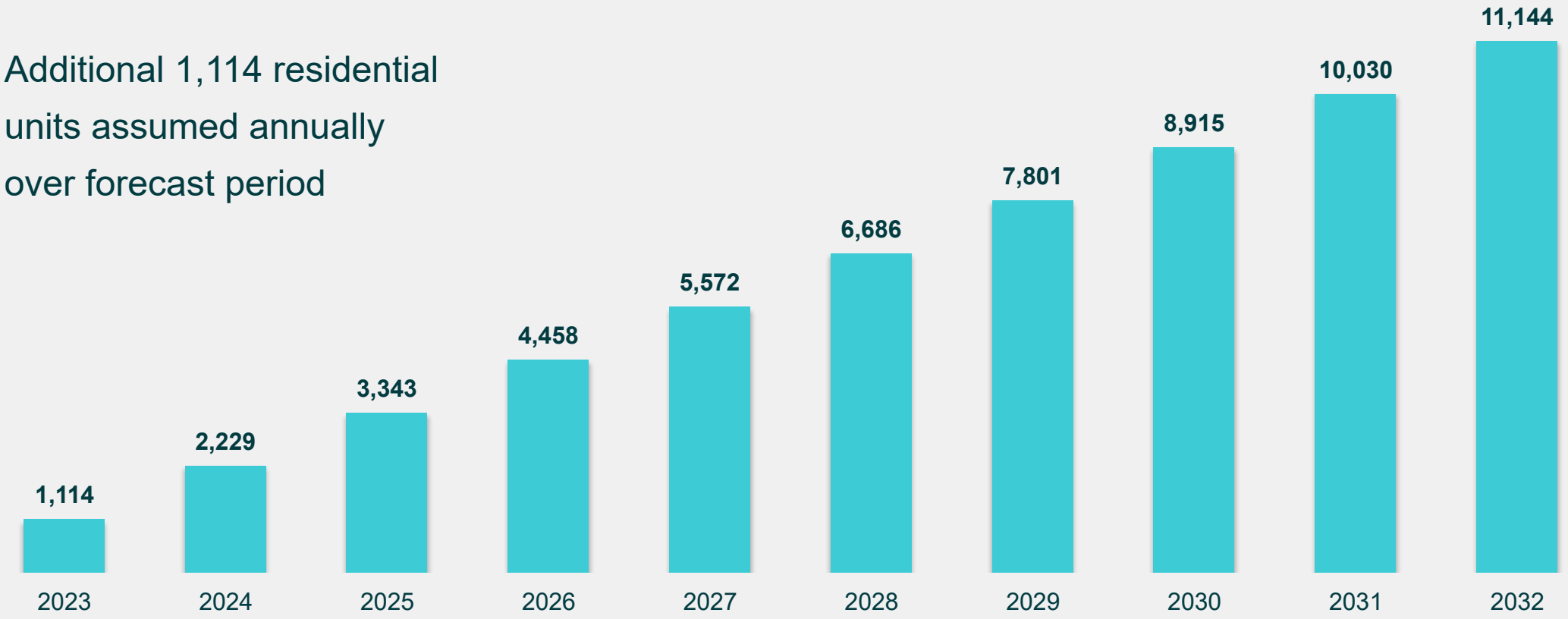
Extraordinary Circumstances

- Recent large inflationary cost increases to projects
- Considerable potential future growth for the City with over 11,000 potential residential units being built over the next 10 years
- Additional growth will result in additional demand on City's services, which will in turn require additional facilities and vehicles to accommodate staffing increases to continue provide same high levels of service
- Revenue Implications:

Fee	10-year Revenue – Existing Rates	10-year Revenue – Proposed Rates	Increase
Parks & Recreation	$12,394,000	$25,206,000	$12,812,000

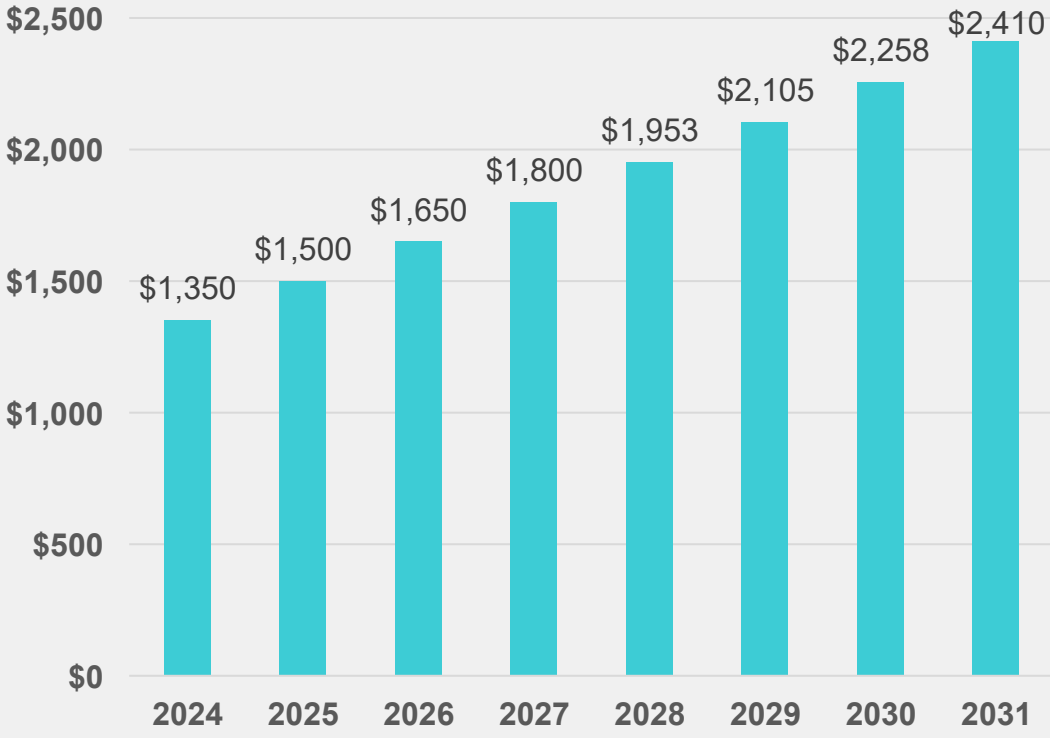
Cumulative Residential Unit Growth

- Additional 1,114 residential units assumed annually over forecast period

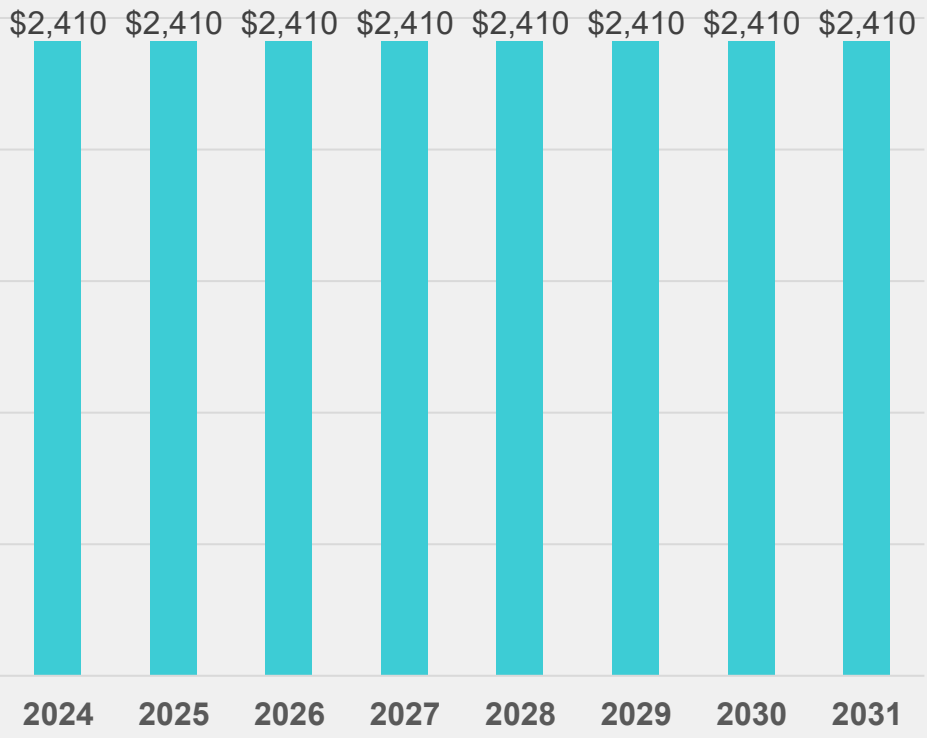


Parks and recreation fees with and without extraordinary circumstances

Impact Fees if increased as set out in (6)(c)



Impact Fees if increased as set out in (6)(g)



Impact Fee Methodology



Recommended Land Uses

Residential

Consolidate to two (2) land uses:

- Single Family, Duplex, Triplex, and Manufactured Home
- Multi-family (4+ units)

Non-Residential

Establish non-residential with seven (7) land uses based on demand characteristics:

- Industrial/Warehousing
- Hotel
- Recreational
- Institutional
- Office Buildings
- Retail
- Assisted Living Facilities (ALF)

Population & Development Forecast

Over the ten-year forecast:

- Annual 3.23% average growth rate
- Population to grow from 82,005 to 112,676
- 11,144 additional residential units
- 5.38 million additional sq. ft of non-residential development

Review of functional population equivalents (Police and Fire)

- Functional population (FP) to account for location of population over a 24-hour period
- FP factors include number of trips generated, average number of people per trip and time spent on location
- FP is widely used for impact fee land use demand characteristics
- Allows for identification of multiple land uses

Impact Fee Highlights

Police Fee based on:

- Existing facilities and future facility upgrades
    - Police station upgrade project
- Existing and future police vehicles

Fire Fee based on:

- Existing facilities and future facility upgrades
    - New FS 15, 16, 17, and station alerting system
- Existing and future fire vehicles/apparatus as identified in the fixed assets and City's capital improvement plan (CIP)

Parks Fee based on:

- Combination of existing parks and amenities as well as certain improvements in the capital improvement plan including:
    - Lancaster Ranch
    - Mark Durbin Recreational Center

Calculated Fees & Implementation



Calculated Fees per Single-family Unit

Description	Existing	Calculated Fee	% Change
Police	$0.00	$489.00	N/A
Fire	0.00	529.00	N/A
Parks & Recreation	1,200.00	2,410.00	100.80%
Total	$1,200.00	$3,428.00	185.67%

Calculated Police Impact Fees

Description	Calculated Fee
Residential:	
Single Family per Unit	$489.00
Multi-family per Unit	416.00
Non-residential (per sq. ft):	
Industrial/Warehousing	$0.088
Hotel (per room)	166.00
Recreational	0.252
Institutional	0.254
Office Building	0.202
Retail	0.463
ALF (per bed)	153.00

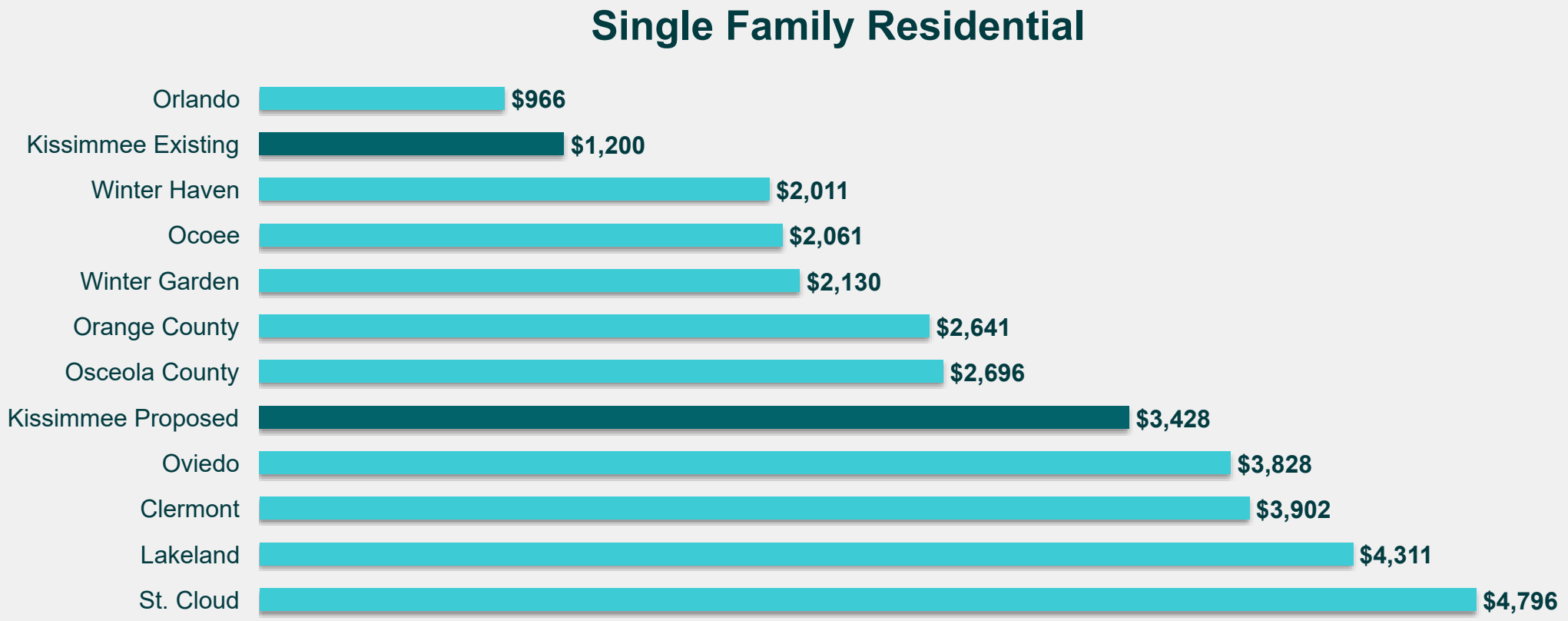
Calculated Fire Impact Fees

Description	Calculated Fee
Residential:	
Single Family per Unit	$529.00
Multi-family per Unit	451.00
Non-residential (per sq. ft):	
Industrial/Warehousing	$0.096
Hotel (per room)	179.00
Recreational	0.273
Institutional	0.276
Office Building	0.219
Retail	0.502
ALF (per bed)	166.00

Calculated Parks and Recreation Impact Fees

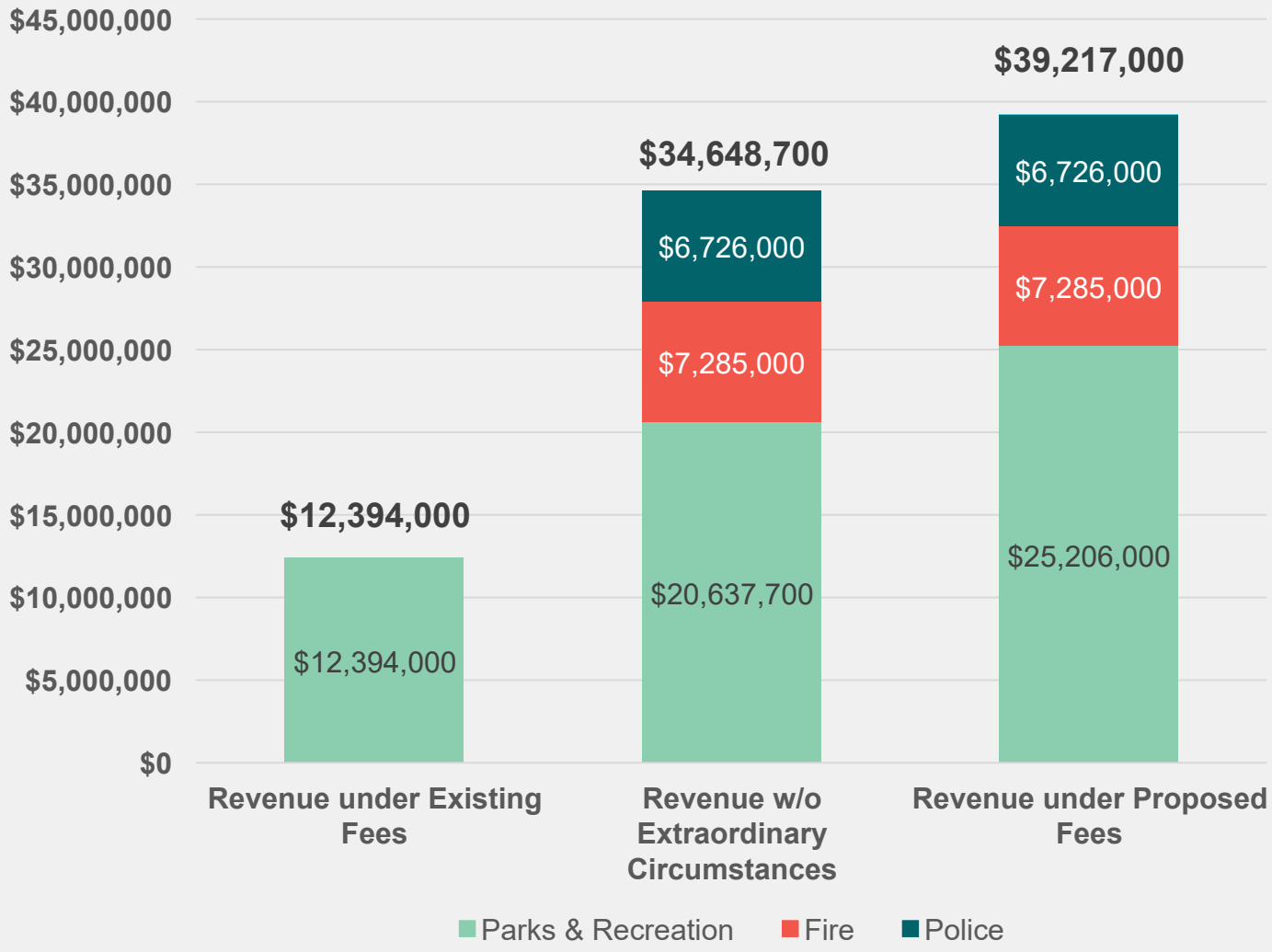
Description	Existing	Calculated Fee	% Change
Single Family, Duplex, Triplex	$1,200.00	$2,410.00	100.8%
Manufactured Home	867.06	2,410.00	178.0%
Multi-family (4+ units)	985.29	2,048.00	107.9%

Local Combined Police, Fire, and Parks Impact Fee Comparisons



10-Year Revenue Forecast

- Additional $26.8 M from proposed fees over 10-years
- Assumes 10-year growth of:
  - about 11,100 residential units
  - about 5.38 M non-res sq. ft.



Conclusions



Conclusions



Updated Fees

Calculated impact fees using recent and localized costs



Fee Increases

Recommended implementing fully calculated fees, complying with current impact fee legislation



Minimize Cost Burden

By updating impact fees, the City minimizes the cost burden of growth to existing residents and businesses



90-day Implementation

The City must wait 90 days (minimum) for implementing higher impact fees

RAFTELIS

Thank you!

Contact: Joe Williams
407 960 1806 / jwilliams@raftelis.com

City of
Kissimmee

2023 Municipal Impact Fee Study

May 24, 2023 – Final

RAFTELIS

CITY OF KISSIMMEE 1883

RAFTELIS

May 24, 2023

Mr. Steve Lackey
Director of Parks & Recreation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Subject: 2023 Municipal Impact Fee Study

Dear Mr. Lackey,

Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and recreation impact fees as well as the calculations for new impact fees for police and fire services. This report will serve as the "demonstrated needs study" as outlined in F.S. 163.31801 for the purpose of providing justification for implementing impact fee increases pursuant to "extraordinary circumstances". If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.



Joe Williams
Senior Manager



Tristen Townsend
Associate Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751
www.raftelis.com

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Exhibit 1: Non-Residential Functional Population

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Executive Summary

Introduction

The City of Kissimmee (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's recreation impact fees. Additionally, the City requested that Raftelis develop police and fire impact fees for consideration since these are not currently charged, but are a common funding source used by municipalities for funding infrastructure expansion and investments so these departments can continue providing a high level of service as new development provides for increased demands. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. Growth in the City is anticipated to be considerable over the next 10-years with estimates supporting over 11,000 new residential units and population increasing by over 30,000. The impact fee calculations are based on the costs to provide the necessary infrastructure, to address demands related to growth, unique to each service provided by the City. The impact fees calculated in this study have considered Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The City is expected to experience a considerable amount of growth and development over the next ten years. Therefore, it is important the City establish appropriate impact fees to maintain a high level of service for the various services offered. With expansion helping fund the infrastructure related to the services provided, it will allow the City to expand and keep up with new growth.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	$0.00	$489.00	$489.00	N/A
Fire	0.00	529.00	529.00	N/A
Parks and Recreation	1,200.00	2,410.00	1,210.00	100.83%
Total	$1,200.00	$3,428.00	$2,228.00	185.67%

Table ES 2: Proposed Police Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$489.00
Multi-Family (4+ Units)	Per Dwelling Unit	416.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.088
Hotel	Per Room	166.00
Recreational	Per Sq. Ft	0.252
Institutional	Per Sq. Ft	0.254
Office Building	Per Sq. Ft	0.202
Retail	Per Sq. Ft	0.463
ALF	Per Bed	153.00

Table ES 3: Proposed Fire Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$529.00
Multi-Family (4+ Units)	Per Dwelling Unit	451.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.096
Hotel	Per Room	179.00
Recreational	Per Sq. Ft	0.273
Institutional	Per Sq. Ft	0.276
Office Building	Per Sq. Ft	0.219
Retail	Per Sq. Ft	0.502
ALF	Per Bed	166.00

Table ES 4: Proposed Parks & Recreation Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$2,410.00
Multi-Family (4+ Units)	Per Dwelling Unit	2,048.00

Recent updates to the Florida Impact Fee Act (F.S. 163.31801 section (6)) provide limitations on increasing impact fees, outside of extraordinary circumstances, to a maximum of 50%. If the existing impact fee is increasing it should be phased in over a two or four year period, based on the level of increase. However, F.S. 163.31801 also has a provision for extraordinary circumstances. Our reading of the Florida Impact Fee Act indicates that when adopting new fees, as is the case for the City's police and fire impact fees, the phase in limitations do not apply. The City should consult with their legal counsel on this matter.

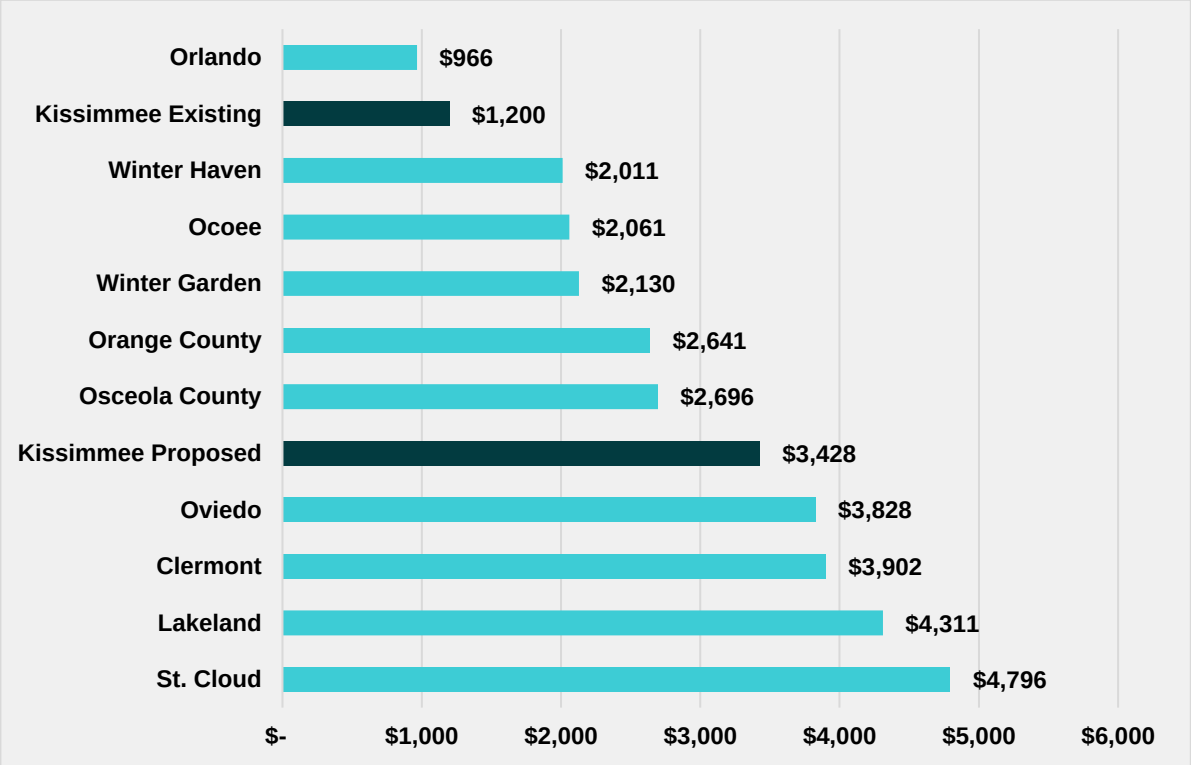
For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased demand on the City's services for Parks & Recreation. These significant and extraordinary capital needs justify having the fully calculated fees implemented. If the City does not charge the fully calculated fees, growth will not fully pay its fair share of the project costs and existing residents will pick up the burden. Additional tables and discussion, including of extraordinary circumstances as applicable are provided in each section of this report. This study will serve as the "demonstrated needs study" for the City's justification of extraordinary circumstances, pursuant to requirements of F.S. 163.31801.

For affordable housing developments, the City is able to provide an exception for impact fees if deemed appropriate, per F.S. 163.31801 (11) and the City would not be required to use any revenues to offset the impact.

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A comparison of the City's existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure 1: Single Family Police, Fire, and Parks Impact Fee Comparison



Note: The City of Orlando does not impose impact fees for fire or police services. Osceola County does not impose impact fees for police services.

As shown above, the City's calculated fees based on the most recent data are comparable to impact fees charged by other nearby municipalities.

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Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.

2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in the correct proportions. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources, largely derived from existing residents and businesses, to meet the demands of growth.

3. Should the City move forward with adopting the fees as proposed, with new land uses, and for the parks & recreation fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.

4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.

5. The City should re-evaluate its municipal impact fees no later than 2028 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.

6. The City should provide 90 days notice prior to the implementation of new or increased fees levels pursuant to the requirements outlined in F.S. 163.31801.

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Section 1 – Introduction

Introduction

The City of Kissimmee (the "City") is located in Osceola County, to the south of Orlando, and has a total area of approximately 22.2 square miles. The City provides a full range of municipal services including police services, fire services, and recreation activities. According to the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 82,005 as of 2022. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. Discussions with City staff and review of permit information for 2022 suggest the City is expecting a considerable amount of growth from 2023 through 2032 (Forecast Period). For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032. This level of growth represents an increase of over 30,000 residents and 11,000 dwelling units, which is nearly a 40% increase in population over the Forecast Period.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;

3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Summary of Report

In addition to Section 1, this report has been subdivided into four other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation facilities, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

As mentioned in Section 1, using 2022 BEBR population estimates, the 2022 population is estimated to be 82,005. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032.

Current 2022 property data was obtained from the Osceola County Property Appraiser, which provides details on the number of parcels, units, and square feet by land-use within City limits. In total, the data indicated there are 29,796 residential dwelling units (including single family, multi-family, and manufactured homes) developed in the City along with 14,404,970 square feet (SF) of non-residential building space. Based on the 29,796 residential dwelling units and the 2022 population estimate of 82,005, there are on average 2.75 persons per residential dwelling unit.

To determine a potential difference in functional population for single family versus multi-family units, certain data from the US Census was obtained. Table B25024 (provides the number of units by type of dwelling – single family versus multi-family) and Table B25033 (provides the population by number of units by type of dwelling) were summarized to determine the estimated persons per household in the City. These tables are estimates and based on the American Community Survey (ACS) 5-year estimates for 2020. Based on the data from these two tables, as demonstrated on the table below, it was determined that on average multi-family units had a ratio of 85%.

Table 1: Single Family and Multi-family Persons per Household

Classification	Units in Structure	Dwelling Units [1]	Population [2]	Persons Per Household [3]	% of Single Family [4]
Single Family	1, detached or attached	15,561	41,183		
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548	2.60	
Multi-Family	5 or more	9,049	20,176		
	Subtotal	9,049	20,176	2.23	85%

[1] From ACS Table B25024, estimates for 2020.
[2] From ACS Table B25033, estimates for 2020.
[3] Persons per household calculation for 2020 estimates. Primarily used to develop the ratio of multi-family to single family.
[4] Multi-family persons per household 2.23 divided by Single Family persons per household 2.60 and rounded down to 85%.

The data obtained from the US Census, as demonstrated on Table 1 above, was only relied on to determine the ratio of persons per unit between the single family and multi-family categories. The current 2022 population data and unit data, as previously discussed is relied upon as being the most current and accurate data sets. After applying the 85% multi-family factor to the current 2022 data the persons per household figures are calculated to be 2.93 persons per single family unit and 2.49 persons per multi-family unit.

Functional Population Parameters

A goal of the impact fee study is to assign the costs associated with each service provided to new development or re-development requiring an increased level of services on an equivalent unit basis. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data. This study uses a method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data and is commonly referred to as "functional population". The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential, a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.75 persons equates to a 1.65 functional population per residential unit. Table 2 summarizes the existing single family and multi-family functional population based on these criteria:

Table 2: Residential Functional Population

Housing Type	2022 Population [1]	2022 Households [2]	Average Household Size	Occupancy Factor [3]	Functional Population/ Unit	2022 Functional Population
		(a)	*(b)*	*(c)*	*(b) x (c) = (d)*	*(a) x (d)*
Single Family, Duplex, & Triplex	51,613	17,602	2.93	60.0%	1.76	30,980
Multi-Family (4+ Units)	30,392	12,194	2.49	60.0%	1.50	18,291
Total	82,005	29,796	2.75		1.65	49,271

[1] Population data estimated using the 2022 BEBR population estimates.
[2] Households obtained from property data obtained from Osceola County Property Appraiser in September 2022.
[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2017 National Household Travel Survey (U.S. Department of Transportation). Table 3 summarizes this process below:

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Table 3: Non-Residential Functional Population

Land Use	Bldg. SF	Functional Population Coefficient [1]	2022 Functional Population [2]
	(a)	*(b)*	*(a) x (b) ÷ 1000*
Industrial/Warehousing	2,249,288	0.43	972
Hotel	604,094	0.81	1,479
Recreational	153,160	1.23	188
Institutional	3,648,446	1.24	4,523
Office Building	2,687,528	0.98	2,646
Retail	4,923,358	2.26	11,110
Assisted Living Facility	139,096	0.75	280
Total	14,404,970		21,198

[1] Coefficients provided on Exhibit 1.
[2] Amounts rounded.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. As shown in Table 2, there were 29,796 residential units in the City in 2022. Following discussions with City staff, as well as comparing with the next five years of planned development in the City, the compound annual growth rate of 3.23% based on BEBR population estimates between 2017 – 2022 was used to forecast residential growth. Assuming consistent growth over ten years, this would result in an additional 11,144 residential units by 2032. For forecasting purposes and appropriate allocation of certain major infrastructure improvements, it is assumed an additional 11,144 new residential units will be constructed between 2033 and 2042 (the 2nd 10-year period). The table below summarizes the expected residential growth in the City by year 2032, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 4: Residential Functional Population Growth

Housing Type	2022 Functional Population	Functional Population/Unit	2032 Households	2032 Functional Population
Residential	49,276	1.65	40,940	67,706

As shown below, the 2022 non-residential functional population is 21,198 and is forecast to grow by 7,923 to 29,121 by 2032. The projected 2032 building square feet amount is based on applying the existing ratio of non-residential to residential square feet of 0.342 to the estimated residential square feet over the Forecast Period.

Table 5: Non-Residential Functional Population Growth

Year	Building Square Feet	Functional Population
2022	14,404,970	21,198
2032	19,788,870	29,121

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The following summarizes the existing and projected functional population:

Table 6: Summary of Functional Population

Land Use	2022 Functional Population	2032 Functional Population	Percent in 2032
Residential	49,271	67,698	69.9%
Non-Residential	21,198	29,121	30.1%
Total	70,469	96,819	100.0%

The trip rates and other assumptions used from ITE and the National Household Travel Survey are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2019 Inflow/Outflow Report from the US Census that is specific to the City, the most current version available at the time of this analysis. The Census Inflow/Outflow Analysis report shows how many residents work inside and outside of the city daily, as well as how many non-residents work inside the city. While the data lags slightly in updates, it is representative of the traffic patterns and is a reliable source for the purposes of this cost apportionment.

According to the Inflow/Outflow Report, there are 35,057 residents from the City in the work force. Of those, 2,628 work within the City and the other 32,429 work outside of the City. Using the 2019 population of 74,800, it can be assumed that 39,743 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 1,285,658 residential hours (hours spent at home).

Table 7: Functional Population Weighting Residential Hours

Description	Population	Hours Spent at Home	Residential Hours
	(a)	*(b)*	*(c) = (a) x (b)*
2019 Population [1]	74,800		
Residential			
Residents Not Working [2]	39,743	20.0	794,860
Residential Work Force			
Works Inside City [3]	2,628	14.0	36,792
Works Outside City [3]	32,429	14.0	454,006
Total Residential Hours			1,285,658
Residential Share of Person Hours			75.9%
Non-Residential			
Residents Not Working [2]	39,743	4.0	158,972
Jobs Located in City			
Residents Working in City [3]	2,628	10.0	26,280
Non-resident Workers (inflow commuters) [3]	22,377	10.0	223,770
Total Non-Resident Hours			409,022
Non-Residential Share of Person Hours			24.1%
Total Daily Hours Within the City			1,694,680

[1] Population estimate based on BEBR.
[2] Amount derived from subtracting the Residential Work Force from the 2019 Population
[3] Amount comes from US Census 2019 Inflow/Outflow Count of All Jobs Report

As shown on the table above, Residential Hours account for 75.9% (1,285,658 / 1,694,680) of total daily hours spent within the City and Non-residential accounts for 24.1% (409,011 / 1,694,680). These percentages are used to allocate the capital costs for police and fire impact fee calculations.

Below is a list of the non-residential land uses:

- Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.

- Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.

- Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.

- Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.

- Office Building – This land use consists of various types of office building.

- Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others. If shell buildings are built in commercial areas, the retail rate will apply to the entire building.

- Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Kissimmee. The Police Department currently staffs 158 sworn officers and 91.5 civilian support positions to serve the City's existing population of 82,005. The Police Department operates out of one station near the east side of the City and utilizes a recently built public safety facility for training. With considerable potential growth on the near-term horizon, the Police Department will require infrastructure and capital investments to maintain appropriate staffing ratios, office space needs, and to provide the vehicles necessary to new officers.

Existing Impact Fees

The City does not currently charge police impact fees for new development within the City limits.

Implementation of police impact fees will allow the City to charge development for their portion of impacts created on the police department, in terms of additional investments in facilities and additional vehicles for an expanded police force. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City currently staffs 158 sworn officers and is supported by the necessary administrative/office personnel. The sworn officer staffing is as follows:

Table 8: Current Sworn Officers

Position	Staffing
Police Chief	1.0
Deputy Chief of Police	2.0
Police Captain	4.0
Police Lieutenant	7.0
Police Sergeant	16.0
Police Corporal	15.0
Police Officer	113.0
Total	158.00

The City's Police Department currently consists of 249.5 full-time equivalent positions. With 158 full-time sworn police personnel, after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.91 officers per 1,000 population within the City's limits based on the 2022 population of 82,005. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 2.23 officers per 1,000 functional population based on the existing 70,469 functional population. While the police staffing uses a much more complex staffing methodology that is based on a combination of demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc., the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the 2.23 officers per 1,000 functional population ratio. Therefore, an additional 58.71 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2032 Additional	Total
Officers	157.00	58.71	215.71
Functional Population	70,469	26,350	96,819
LOS Achieved (Personnel per 1,000 FP)	2.23	2.23	2.23

Incremental Costs

Costs related to growth in the police force typically include a combination of providing new officers with fully equipped vehicles and the necessary facilities, for officers and support staff, such as office space in police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Data provided by City staff indicates that there are 236 vehicles in service for the 158 sworn officers, including the police chief. It is common practice for police departments to have spare vehicles since those vehicles are so necessary to perform the protection services they provide. After excluding the police chief and the respective vehicle, the vehicles per officer ratio is 1.50, which includes those spare vehicles. This ratio will be used to determine the number of future vehicles needed as additional officers are added to maintain the spare vehicle ratio. The average value of $42,600 for the new fully equipped vehicles is based on inflating the average acquisition cost of recent police vehicle purchases between 2019 – 2021, according to the City asset data as of September 2022. The replacement cost of the existing vehicles is $1,953,222. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Description	Amount
New Sworn Officers	58.71
Vehicles per Officer	1.50
Total Vehicles Needed	88.20
Cost per Vehicle	$42,600
Total Vehicle Costs for New Officers	$3,757,300

As shown above, the total cost of additional vehicles over the next ten years is estimated at $3,757,300.

Table 11: Total Vehicle Costs

Description	Amount
Existing Vehicles	$1,953,222
Additional Vehicles	3,757,300
Total Vehicle Costs	$5,710,522

In addition to vehicles, the police department is responsible for providing adequate building space to house the officers and support staff. The police department currently has a 52,500 square foot police station and communications center. The City has plans to build a new expanded 78,700 square foot police station and communications center within five to seven years. With this planned station serving as a replacement for the current station, the value of the existing police station and communications center has been excluded from the impact fee calculation. The total cost of the future police station and communications center, after accounting for cost escalation, is estimated at $17,290,300. This station and center will be available to serve growth beyond the forecasted period of ten years, so a portion of the total cost of the new station and center is allocated to be funded by future growth beyond 2032. The portion of the new station and center included in the total police capital costs is

$12,967,725, or 75%. This allocation was determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

Below is a summary of the costs used to calculate the police impact fee.

Table 12: Total Police Capital Costs

Description	Amount
Existing Vehicles	$1,953,222
Future Vehicles	3,757,300
Existing Facilities	6,126,100
Future Facilities	12,967,725
Total Capital Costs	$24,804,347

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 13: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	$24,804,347	75.86%	24.14%	$18,817,700	$5,986,700

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee functional population. Then, the residential amounts are translated back into a fee per dwelling unit.

Table 14: Residential Police Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$18,817,700	$5,986,700
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	$277.97	$205.58
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	$489.22	
Single Family Impact Fee per Unit	$489.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	$416.95	
Multi-Family Impact Fee per Unit	$416.00	

[1] Non-residential fee per functional population is the basis for the non-residential fee as shown on Table 15.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 15: Non-Residential Police Impact Fees

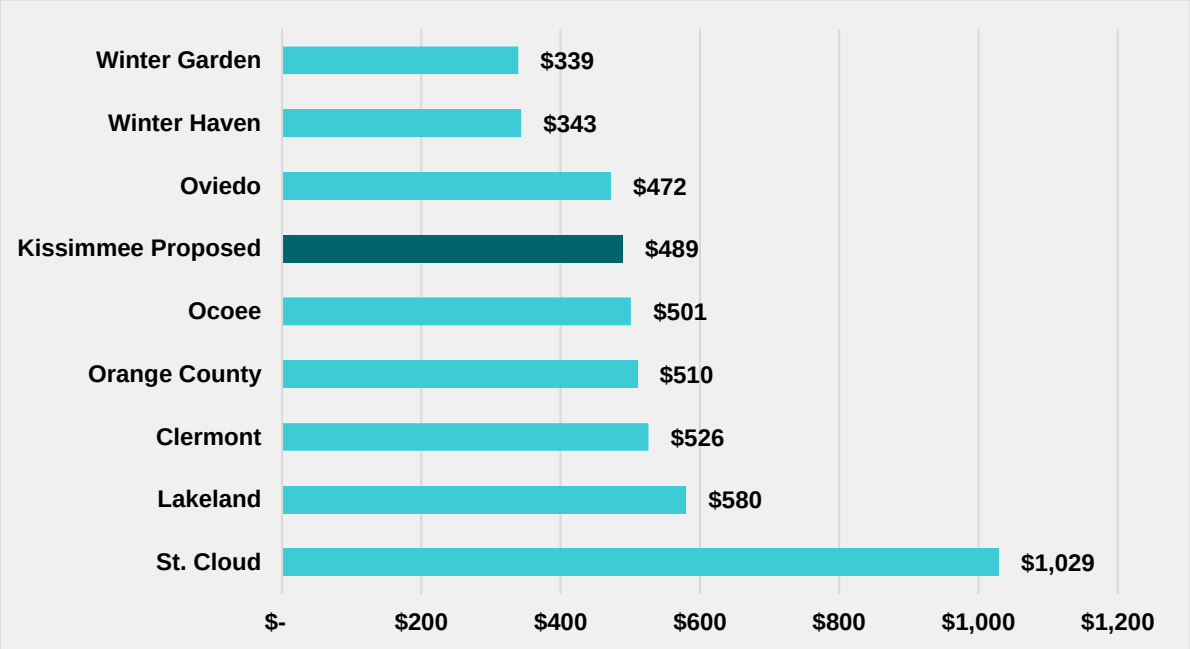
Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	$0.088
Hotel	Per Room	0.81	166.00
Recreational	Per Sq. Ft	1.23	0.252
Institutional	Per Sq. Ft	1.24	0.254
Office Building	Per Sq. Ft	0.98	0.202
Retail	Per Sq. Ft	2.26	0.463
Assisted Living Facility	Per Bed	0.75	153.00

To meet the City's needs in terms of providing the necessary police related capital improvements, including expanding and upgrading existing facilities as required by growth, the City should implement fees at the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around $6,726,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Police Impact Fee Comparison per Single Family Residential Unit



Section 4 – Fire Impact Fee

Introduction

The City's fire department is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the fire department is comprised of 122 total employees.

The City's fire department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The fire department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services also increases causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City does not currently charge fire impact fees for new development within the City limits.

Implementation of fire impact fees will allow the City to charge development for their portion of impacts created on the fire department, in terms of additional investments in facilities and additional vehicles for an expanded fire department. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City's current operations for fire protection are based out of four fire stations. The fire department has an Insurance Services Offices (ISO) rating of 1 on a scale of 1 to 10, with 1 representing the highest level of fire protection. Additionally, the Fire Department provides Advanced Life Support Ambulance Transport Service with each ambulance unit maintaining an average response time of less than four minutes within the coverage area. Both fire and emergency medical services (EMS) have targeted response times of 10 minutes for first unit response and 13 minutes for the remaining Effective Response Force (ERF). These are 'total reflex times' which represent the time from 911 pick-up to first unit on the scene.

Incremental Costs

Costs related to the growth in the fire department typically include a combination of providing the necessary capital equipment including fire trucks, as fully equipped and ready to be put into service, and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

As discussed previously, the fire department utilizes four stations throughout the City: Station 11, 12, 13, and 14. The City has plans to build three new fire stations, Station 15, 16, and 17, for a total value of $20,765,800. Station 15 is currently being built and will be located on Kissimmee Gateway Airport property and will provide fire and medical services for rising demand in the City, as well as provide support for the airfield. Based on discussion with City staff, because some of the services provided will be for the existing airfield amounting to approximately 10%, the remaining 90% of the project costs, or $5,850,000, are included in the fee calculation as benefits to the City's residents and businesses. Station 16 is planned to be built in the Hilliard Isles area in the northeast corner of the City in 2027 and Station 17 is planned to be built off Poinciana Boulevard in 2027, both to support new growth. These new stations have capacity to serve growth beyond the forecasted period of ten years, so the portion of Station 16

and Station 17 included in the total fire capital costs is $10,669,350, or 75%. These allocations were determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

The fire department has plans to purchase two new pick-up trucks, a new rescue, and a new suppression apparatus within the next five years. Additionally, there is a need for two additional fire trucks and one additional rescue, including necessary equipment to fully outfit these trucks to be put into service, for Station 16, and one additional fire truck including necessary equipment to fully outfit the truck to be put into service, for Station 17. The total costs for the additional fire trucks are shown on the table below:

Table 16: Future Fire Trucks

Description	Amount
2 New Pick-up Trucks	$317,200
New Apparatus for Fire Station 16 [1]	1,423,800
New Apparatus for Fire Station 17 [2]	506,175
2 New Rescues	1,012,500
New Suppression Apparatus	630,400
Total	$3,890,075

[1] Two suppression apparatus and one rescue.
[2] One suppression apparatus.

The table below summarizes all of the costs included in the impact fee calculation.

Table 17: Total Fire Capital Equipment Costs

Description	Amount
Existing Apparatus	$4,338,800
Future Apparatus	3,890,075
Existing Facilities and Land	1,126,200
FS 15, 16, & 17, Alerting System	17,514,750
Total Capital Costs	$26,869,825

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 18: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	$26,869,825	75.86%	24.14%	$20,384,600	$6,485,200

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for residential purposes using the functional population factor of 1.65 per dwelling unit as identified in Section 2.

Table 19: Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$20,384,600	$6,485,200
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	$301.11	$222.70
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	$529.96	
Single Family Impact Fee per Unit	$529.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	$451.67	
Multi-Family Impact Fee per Unit	$451.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 20.

We recommend the City implement a slightly rounded impact fee of $529.00 for single family, duplex, and triplex units and a fee of $451.00 for multi-family units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 20: Non-Residential Fire Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	$0.096
Hotel	Per Room	0.81	179.00
Recreational	Per Sq. Ft	1.23	0.273
Institutional	Per Sq. Ft	1.24	0.276
Office Building	Per Sq. Ft	0.98	0.219
Retail	Per Sq. Ft	2.26	0.502
Assisted Living Facility	Per Bed	0.75	166.00

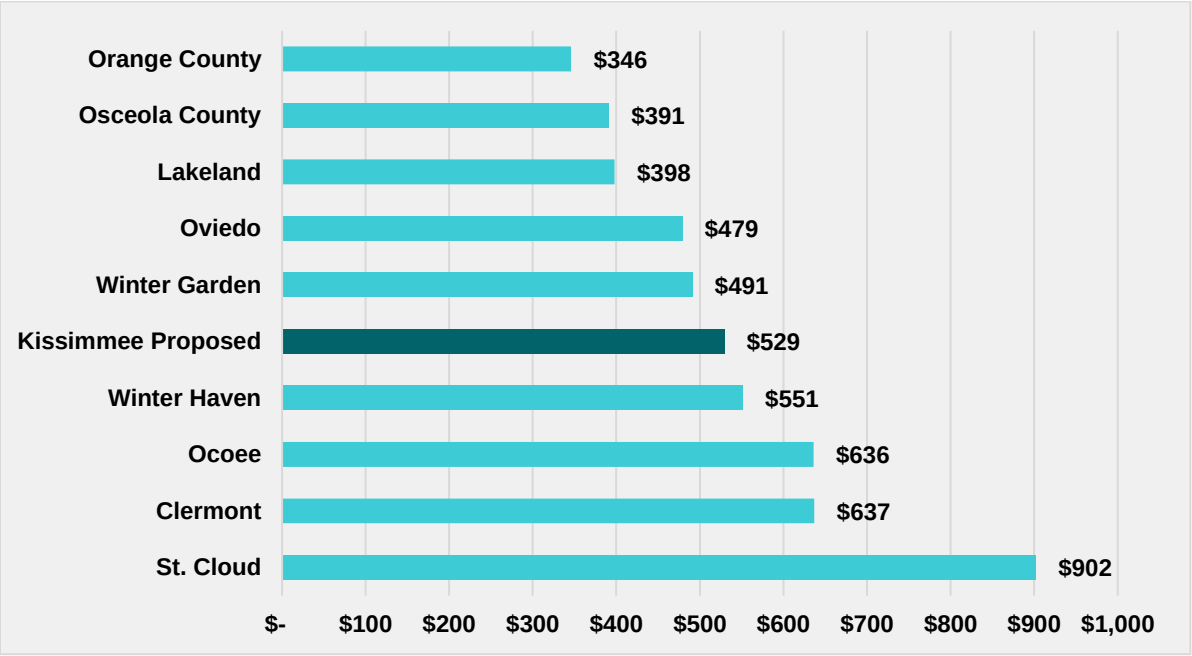
To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around $7,285,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

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Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. This fee is charged to all residential land uses. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 21: Existing Parks and Recreation Impact Fees

Description	Fee
Single Family, Duplex, Triplex	$1,200.00
Manufactured Home	$867.06
Multi-Family	$985.29

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has 20 existing parks and recreation facilities encompassing approximately 982.80 acres as summarized on Table 22. These parks are eligible for funding from impact fees due to demands from growth resulting in the need for expansion. The amenities provided throughout this network include playgrounds, softball fields, community centers, athletic centers, and more. Each of the parks and facilities will also be available for use by future residents.

Table 22: Existing Parks

Description	Acres
Bob Makinson Aquatic Center	20.80
Denn John Softball Complex [1]	
Rainbow Park [1]	
Kissimmee Lakefront Park	23.60
Brinson Park	3.00
Kissimmee Civic Center	13.60
Oak Street Community Center	6.90
Oak Street Sports Complex	8.30
Chambers Park Community Center	3.50
Mill Run Park	2.50
Mill Slough Park	6.50
Quail Hollow Park	1.60
Mark Durbin Park at Lakeside	6.00
Fortune Road Athletic Complex	36.40
Shingle Creek Regional Park	660.00

Description	Acres
Ruba Park [1]	
Steffee Landing [1]	
Babb Property [1]	
Lancaster Ranch Park	160.50
Toho Vista Trail	29.60
Total	982.80

[1] Denn John Softball Complex and Rainbow Park acreage are included in the Bob Makinson Aquatic Center acreage. Ruba Park, Steffee Landing, and Babb Property acreage is included in Shingle Creek Regional Park acreage.

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. With a current population of 82,005, the LOS provided to existing residents is 11.98 acres of park and recreational lands per 1,000 residents, based on the 982.80 acres. The projected increase in City population from 82,005 to 112,676 by 2032 will reduce the LOS to 8.72 acres per 1,000 population.

Using original costs less depreciation, the City has invested $61.5 million into the existing parks and recreation facilities. The City's investment in these facilities is largely anticipated to serve the increased population over the next 10 years and is included as a capital recoupment cost for impact fee determination.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. Additionally, the Fieldhouse project as currently planned would rely on a public-private partnership, otherwise the scope of the project would likely change significantly. Therefore, the Fieldhouse has been excluded from the development of the impact fee.

Some of the parks CIP projects are designed to serve growth beyond the forecasted period of ten years, so a portion, or 75% of each of these projects are included in the park's capital costs for a total of $31,134,425. This allocation was determined based on the existing population of 82,005, growth of 30,671 persons through 2032, and then an additional growth of 30,671 persons through 2042 resulting in a total population of 143,347 in 2042. The projected population in 2032 (82,005 persons plus 30,671 persons, or 112,676 total) represents 78% of the total expected population in 2042, which was rounded to 75% for the purpose of this report. The table below shows the CIP projects eligible for impact fee calculations and the portion included in the total capital costs.

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Table 23: Parks and Recreation Capital Projects

Description	Total Project Cost	% Allocated to Existing and 10-Yr Growth	Adjusted Amount
Playground Safety Surface (2)	314,600	100.0%	314,600
Mark Durbin Recreation Center	8,884,300	75.0%	6,663,225
Lancaster Ranch Park	29,618,400	75.0%	22,213,800
Fortune Road Softball Sports Lighting (4)	461,300	100.0%	461,300
Amphitheatre Shade Cover Lakefront Park	194,000	100.0%	194,000
Pavilion	53,600	100.0%	53,600
Pedestrian Bridge	146,300	100.0%	146,300
Denn John Softball/Baseball Field	438,900	100.0%	438,900
Future Park Northwest Quadrant Park	548,700	100.0%	548,700
Fortune Road Bleachers Shade Canopy (8)	100,000	100.0%	100,000
Total	$41,165,100		$31,134,425

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately $61.5 million has been invested in the existing park facilities and an additional $31.1 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2032 projected population of 112,676. The table below provides the parks and recreation impact fee calculation:

Table 24: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Investment	$61,488,630
Planned Investment	31,134,425
Total Capital Costs	$92,623,055
2032 Population	112,676
Fee per Person	$822.03
Single Family Persons per Unit	2.93
Calculated Single Family Impact Fee per Unit	$2,410.38
Single Family Impact Fee per Unit	$2,410.00
Multi-Family Persons per Unit	2.49
Calculated Multi-Family Impact Fee per Unit	$2,048.81
Multi-Family Impact Fee per Unit	$2,048.00

We recommend the City implement a slightly rounded impact fee of $2,410.00 for single family, duplex, and triplex units and a fee of $2,048.00 for multi-family units based on the analysis discussed above. The existing parks and recreation impact fee per single family, duplex, or triplex residential dwelling unit is $1,200.00. The proposed impact fee of $2,410.00 represents a $1,210.00 increase from the existing fee level or 100.8%. The existing parks and recreation impact fee per manufactured home is $867.06. The proposed impact fee of $2,410.00 represents a $1,542.94 increase from the existing fee level or 178.0%. The existing parks and recreation impact fee per multi-family residential dwelling unit is $985.29. The proposed impact fee of $2,048.00 represents a $1,062.71 increase from the existing fee level or 107.9%.

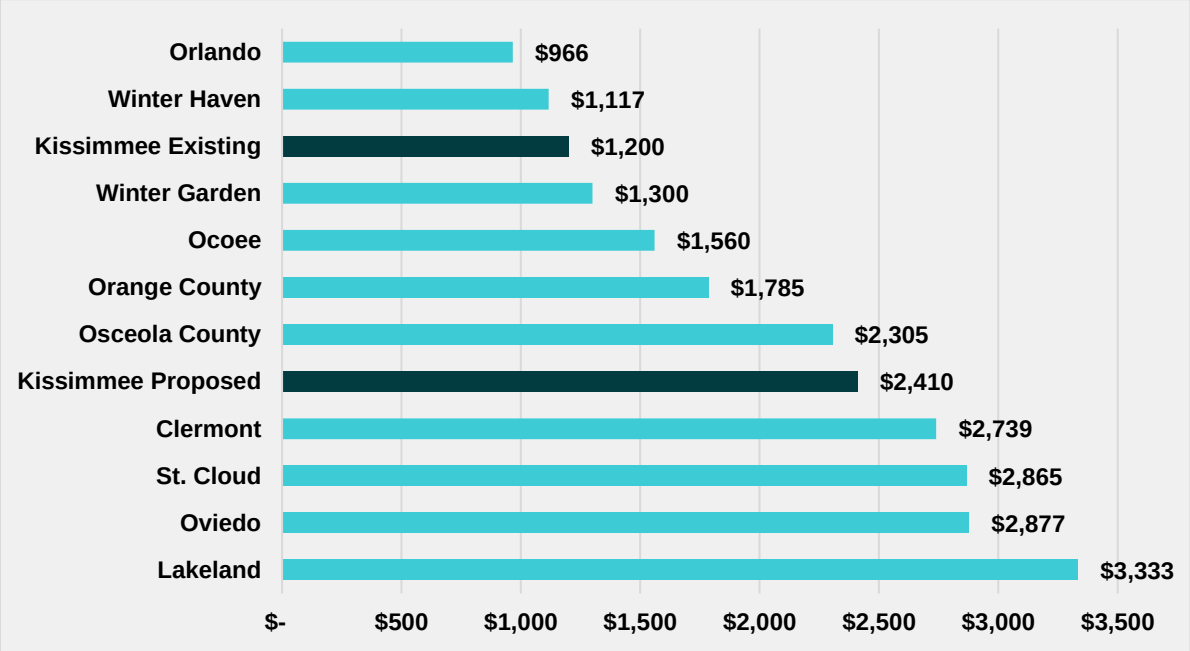
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases plus additional capital improvements based on a considerable increase in population growth. Under the existing parks and recreation impact fees new development would pay around $12,394,000 and under the proposed/calculated impact fees growth would pay around $25,206,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately $12,812,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit



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City of Kissimmee
2023 Municipal Impact Fee Study
Exhibit 1: Non-Residential Functional Population

ITE	ITE Code	Number of Parcels	Units	Bldg Sq Ft	Sq Ft per Parcel	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Occupants per Trip per Day: Employees	Occupants per Trip per Day: Visitors	People per Unit per Day: Employees	People per Unit per Day: Visitors	Visitor hours per Trip	Business hours	Days per Week	Weekly Hours per Unit: Per Employee	Weekly Hours per Unit: Per Visitor	Weekly Hours per Unit: Total Hours	Functional Pop. Coefficient	2022 Functional Population [1]	2032 Square Feet	2032 Functional Population
				[a]		[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]			
Industrial/Warehousing	110	93	N/A	2,249,288	24,186	1,000 Sq Ft	4.87	2.435	1.00	1.75	1.57	1.51	0.25	9.00	5.00	70.69	1.89	72.58	0.43	972		
Hotel [1]	310	21	N/A	604,094	28,766	Rooms	7.99	3.995	1.00	1.75	0.56	6.02	1.00	24.00	7.00	93.61	42.11	135.72	0.81	1,479		
Recreational	495	17	N/A	153,160	9,009	1,000 Sq Ft	28.82	14.41	1.00	2.14	1.06	28.57	1.00	12.00	5.00	63.46	142.87	206.33	1.23	188		
Institutional	528	106	N/A	3,648,446	34,419	1,000 Sq Ft	14.37	7.185	1.00	1.77	2.83	7.71	1.00	12.00	5.00	169.72	38.55	208.28	1.24	4,523		
Office Building	710	672	N/A	2,687,528	3,999	1,000 Sq Ft	10.84	5.42	1.00	1.75	3.26	3.79	1.00	9.00	5.00	146.49	18.94	165.43	0.98	2,646		
Retail	820	460	N/A	4,923,358	10,703	1,000 Sq Ft	37.01	18.505	1.00	1.75	2.12	28.67	1.00	12.00	7.00	178.46	200.66	379.12	2.26	11,110		
Assisted Living Facility [2] [3]	253	4	374	139,096	34,774	Beds													0.75	280		
Total		1,373		14,404,970																21,198	19,788,870	29,121

Footnotes:
[a] Summarized from property data obtained from the Osceola County Property Appraiser in September 2022
[b] From 11th Edition ITE Manual
[c] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit
[d] Assumed one employee per trip
[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose
[f] From 11th Edition ITE Manual per employee
[g] = ([c] -([f]/[d]))*[e]
[h] Time assumption per visitor
[i] Time assumption per employee
[j] Time assumption
[k] = [f] * [i] * [j]
[l] = [g] * [h] * [j]
[m] = [k] + [l]
[n] = [m] / (24*7)
[o] = [n] * [a] / 1000

[1] Hotel functional population is based off the national average hotel room size of 330 square feet, based on the USA Today article dated November 4, 2015. Formula is [o] = [n] * [a] / 330

[2] Square footage per bed is based unit data on assisted living facilities located within Kissimmee, sourced from Florida Health Finder (Agency for Health Care Administration)

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Res per Unit	1.00
Occupancy Rate	75.0%
Adjusted Res/Unit	0.75
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
FP Factor	0.75

Select Year: 2022 Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the

local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

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ITEM 7.A
Approval of City Commission Minutes from the June 6, 2023 and June 20, 2023 meeting

Request

Request Commission approval of the June 6, 2023 and June 20, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on June 6, 2023 and June 20, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter: Mike Steigerwald

Attachment(s):
1. (S) City Commission Minutes - June 6, 2023
2. (S) City Commission Minutes - June 20, 2023

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

1. **MEETING CALLED TO ORDER** Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk Linda Hansell
Staff Absent: Assistant City Manager Austin Blake
Members Absent: None

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

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Promotion Ceremony for two Kissimmee Police Department Deputy Chiefs

Swearing in and administering the oath for newly promoted Deputy Chief Wilson Munoz and Deputy Chief Camille Alicea of the Kissimmee Police Department.

Police Chief Betty Holland administered the Oath of Office to Deputy Chief Wilson Munoz and Deputy Chief Camille Alicea.

3.B Employee of the Month for June - Nyteea Roman

That the City Commission join the City Manager in recognizing Nyteea Roman, Public Works & Engineering, as June's Employee of the Month.

City Manager Mike Steigerwald introduced Nyteea Roman. Nyteea has been with the City for almost two (2) years and in her short time with the City she has streamlined daily tasks and procedures, reduced paperwork, and has been recognized by both internal and external customers for her work. Her commitment to the City, great energy, and willingness to help have all created a positive work environment. Nyteea participated in a First Amendment auditing process earlier today and did great. City Manager Steigerwald reminded the audience that the selection of Employee of the Month is not done by management or the Commission but rather by a committee of employees representing all departments of the City; there is no greater honor than being recognized by your peers.

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

4.A Public Hearing - Final Reading - Proposed Ordinance #23-02 - Amending the Zoning Map from Agricultural Conservation (AC) to Multiple Family Medium Density Residential (RC-1): Knightsbridge - ZMA-23-0002

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY

HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Final Reading of the Proposed Ordinance #23-02 for a Zoning Map Amendment to change the Zoning designation from Agricultural Conservation (AC) to Multiple Family Medium Density Residential (RC-1) on approximately 67 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3074 by title.

Planner Patricia Prevost reviewed the request for Knightsbridge's Zoning and explained that the request meets all the requirements for compliance and was recommended for approval by the Development Review Committee on April 4, 2023. The applicant will need to obtain a conditional use permit but has stated they do not intent to pursue at this time.

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

Commissioner Martinez sought clarity on a few citizen concerns over a traffic signal. At the request of the City Manager, Ms. Prevost provided the City Commission with an update and confirmed there would be a school as well as a traffic signal.

Commissioner Olga Castano moved to approve the Final Reading of Ordinance # 3074. Commissioner Angela Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 1.

4.B Public Hearing - First Reading - Proposed Ordinance # 23-11 - Amending the Code of Ordinances, Chapter 2 - Section 2-384, Adding an Economic Development Department

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, AND EMPLOYEES, AMENDING SECTION 2-384, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Requesting approval of the First Reading of the Proposed Ordinance # 23-11 for the addition of an Economic Development Department.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-11 by title.

City Manager Steigerwald explained that this proposed ordinance will amend Chapter 2 of the City Code and restructure existing divisions within the City to include the Economic

Development Division and the CRA Division and combine them into one new independent Department under the direction of the new Economic Development Director.

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

Commissioner Martinez moved to approve the Public Hearing and First Reading of Proposed Ordinance # 23-11. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Paula Liska, 1424 Dogwood Court, Kissimmee 34744, read a statement regarding the flooding she experienced to her home after Hurricane Ian; Ms. Liska is here in support of Item 7.N on tonight's Consent Agenda.

Kimberly Lawrence, 1425 Dogwood Court, Kissimmee, 34744, has lived her home for 22-years and expressed her sincere gratitude to different City departments and various employees who have listened to her and the community concerns in reference to the impacts of Hurricane Ian. Ms. Lawrence is in support of item 7.N. on tonight's Consent Agenda and is hopeful for a long-term solution.

Deloris McMillon, 2781 Michigan Avenue, Kissimmee, 34744, spoke before the Commission as a concerned citizen of the North Kissimmee area in reference to Hurricanes Ian and Nicole. She commented on the many citizens who were displaced because of the storms and requested an update concerning the neighborhood.

City Manager Steigerwald stated that management attended Ms. McMillon's community meetings after Hurricane Ian and conveyed that the City is undergoing a stormwater study to look at areas of improvement. This is one part of the efforts to ultimately provide a more resilient storm water system long-term. The City Commission's top priority after Hurricane Ian was to work with the State Legislature to expedite this process; the first step is the approval on the item being considered for drainage improvements.

Danny Raymond, 2 N. Arder Street, Kissimmee, FL 34741, explained that he is the owner of a trailer business that has been notified by Code Enforcement that they cannot store trailers on his property. He is asking for time to build a garage that would assist with compliance on the issue.

City Manager Steigerwald will have Code Enforcement and City Attorney's Office review Mr.

Raymond's case and see what opportunities for resolution there might be available under City Code or applicable statutes. .

Commissioner Eady requested the City Manager direct staff to reach out to Ms. Liska and Ms. Lawrence regarding their concerns tonight and City Manager Steigerwald confirmed they are both are in support of tonight's Mill Run Pond Flood Study.

7. CONSENT AGENDA

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

City Manager Steigerwald noted before the vote that item 7.I should be for Affordable Housing and not Senior Housing as written.

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

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the May 2, 2023 and May 16, 2023 Commission meetings and KUA Board interviews

Request Commission approval of the May 2, 2023 and May 16, 2023 minutes for the Commission meetings and the KUA Board Interviews.

7.B Approval of Agreement with RMPK Funding Inc. for Professional Grant Writing Services

Staff requests for the Commission to approve and the Mayor to sign the Agreement with RMPK Funding, Inc. for Professional Grant Writing Services. Additionally, staff requests that the Commission authorize the City Manager to sign and execute any option to renew the agreement.

7.C First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Union F.C. Club, LLC

Request Commission approval of a First Right of Refusal to Lease Airport Property with Union F.C. Club, LLC.

7.D Approval to apply for the Urban and Community Forestry Grant funded through the Inflation Reduction Act for Lancaster Ranch Park

Staff requests approval to apply for the Urban and Community Forestry Grant funded through the Inflation Reduction Act for Lancaster Ranch Park and allow the City Manager to sign any documents related to the application process.

7.E Continuing Service Agreement for Construction and Renovation Services on a Task Authorization Basis

Approve agreements with Balfour Beatty, Arnco Construction, Votum Construction, MVB & Associates, Cathcart Construction, Grove Construction, Sequel Developers, 8-Koi, SIWEL Inc., and Associated Cost Engineers for Construction and Renovation Services on a Task Authorization basis.

7.F Contract with D.H. Pace Door Services for preventative maintenance and repair services of roll-up garage doors and gates

Approval to piggyback off Osceola County's contract # AR-19-11048-HL with D.H Pace Door Services for preventative maintenance and repair services of roll-up garage doors and gates throughout the City buildings.

7.G Acceptance of Memorandum of Understanding for Law Enforcement Agency access to Driver and Vehicle Information Database system (DAVID)

City Commission approval of a memorandum of understanding (MOU) between the City of Kissimmee Police Department (KPD) and the Florida Highway Safety and Motor Vehicles (FLHSMV) for access to the Driver and Vehicle Information Database System (DAVID) and authorize the Police Chief to sign and execute this MOU.

7.H City of Kissimmee Participation in the Osceola County HOME Consortium - Fiscal Years 2023, 2024, and 2025

Approval to continue the participation of the City of Kissimmee in the Osceola County HOME Consortium for Fiscal Years 2023, 2024, and 2025.

7.I Affordable Housing Funding for the construction of Pinnacle at the Wesleyan Apartments

Execute a funding commitment letter in the amount of $500,000 in support of the construction of the Pinnacle at the Wesleyan Apartments, a proposed affordable senior housing project.

Note: City Manager Steigerwald confirmed prior to the vote on the consent agenda that this project is an affordable housing project and not seniors housing as listed.

7.J Approval to apply for the Energy Efficiency and Conservation Block Grant Program for the LED light retrofit at Fortune Road Athletic Complex

Staff requests approval to apply for the Energy Efficiency and Conservation Block Grant Program for the LED light retrofit at Fortune Road Athletic Complex.

7.K Award of Florida Digital Services Technology Grant

Approval to accept the award of a Florida Digital Services Technology Grant from the State of Florida

7.L Resolutions Authorizing a Local Agency Program agreement with the Florida Department of Transportation for the construction of the Shingle Creek Trail Phase 2A – Lancaster Loop Trail

Approval of the attached two (2) resolutions authorizing the Mayor to execute and deliver the Agreement and further authorizes the City Manager to execute and deliver to the Florida Department of Transportation (FDOT) the Local Agency Program (LAP) Agreement and any related agreements for the construction of the Shingle Creek Trail Phase 2A – Lancaster Loop Trail project, FPN: 442334-1-58-01.

7.M Phase II of the Stormwater Asset Inventory Data Collection Project

Approval to issue Task Work Order No. 3 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection Project for the City's East City Ditch Drainage Basin in the amount of $280,633.

7.N Professional Services Award for the Mill Run Pond Flood Study

Approval to issue Task Work Order No. 4 to Michael Baker International, Inc. for Professional Services support on the Mill Run Flood Study in the amount of $68,614.

7.O State Mitigation credit purchase agreement for Lancaster Ranch Park Phase 1

Approval of the State Mitigation Credit purchase agreement for Lancaster Ranch Park Phase 1 and authorization for the City Manager to execute these and any other documents necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

7.P Approval of Purchase Contract for 1815 Vine Street and 1515 Hollywood (Super 8 Motel)

Approval of the purchase contract and authorization for the City Manager to execute any and all future documents related to the purchase of 1815 Vine and 1515 Hollywood (formerly Super 8 Motel)

8. DISCUSSION ITEMS

8.A Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2022

This request is for Commission acceptance of the Annual Comprehensive Financial Report for the year ended September 30, 2022.

Helen Painter, Purvis and Gray, reviewed the results of the annual audit which detailed overall the City did very well and has strong budgeting reporting. The City was recognized by the Auditor General (GFOA) for their excellence in reporting. Ms. Painter stated the auditors work with City Officials and staff within the Finance Department throughout the process; she expressed that there has been growth in the City and recommended the Commissioners read the report as it provides a clear understanding of what is happening in the City. The report has been submitted to the Auditor Generals Office for final review.

Commissioner Castano made a motion to approve the FY21/22 Annual Comprehensive Financial Report. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.B Approval of the Second Renewal of the Agreement with Artistic Holiday Designs for the design and installation of Downtown Holiday Decorations

Approval of the second one-year renewal of the Agreement between the Downtown Kissimmee Community Redevelopment Agency and Artistic Holiday Designs for the design and installation of downtown holiday decorations.

Economic Development Director Tom Tomerlin introduced himself as the new Economic Director and recommended renewal of the downtown Kissimmee holiday lights agreement. This request is for $50,000 from Downtown CRA budget with a $10,000 match from the City's Parks and Recreation budget to fund the holiday decorations downtown.

Commissioner Eady clarified the amount to fund the contract. Mr. Tomerlin explained that it is $60,000 in total with only $50,000 of that coming from the CRA's budget. He additionally explained that the agreement is a rent-to-own contract and that eventually all the equipment within the agreement will become City property.

Commissioner Castano made a motion to approve the second one-year renewal for $50,000. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

8.C Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor

Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

Economic Development Director Tom Tomerlin discussed the need for the Line Extension Services to upgrade the streetlights on the Vine Street corridor. This project will be done prior to the repaving scheduled in FY 2025/2026. This request is for $942,990 which is funding for phase one of a two phase project. Phase two will be brought back at a future meeting.

Commissioner Martinez made a motion to approve the KUA Contract for Line Extension Services. Commissioner Castano seconded the motion.

Motion to carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.D Request for Qualifications (RFQ) for hotel and conference space at Kissimmee Civic Center Site

Seek input and direction on an RFQ for developing a Public-Private Partnership for a downtown hotel at the Kissimmee Civic Center property.

Economic Development Director Tom Tomerlin requested Commission direction on development of a hotel and conference center at the Kissimmee Civic Center site. He provided a presentation (attached as Exhibit “A”) and overview of his agenda item report regarding the key components being considered and seeking Commission feedback on targeting potential developers through the RFQ process.

Commissioners Castano, Alvarez, Martinez and Eady engaged in open discussion with City Manager Steigerwald and Mr. Tomerlin about their ideas and concerns to include the potential relocation of recreational activities, community outreach requirements, rapid growth in the County and City, and the overall need that will bring for future community events.

City Manager Steigerwald and Mr. Tomerlin stated that the goal is to give the RFQ responders creative expression in submitting their responses on what they recommend for the space and then it will be up to the City Commission to make the final decision based on those responses. The thought behind this project is to finally have a hotel and a conference center but in order to move forward, the City must first begin the process by publishing the RFQ to solicit responses to open the floor for ideas regarding the space.

Commissioner Castano made a motion to approve an RFQ for a hotel and conference space at the Kissimmee Civic Center Site. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the audience and Commission of the Juneteenth Celebration taking place on June 17, 2023. City Offices will be closed in observance of the holiday on Monday, June 19, 2023. He also reminded the Commission that he and Mayor Gonzalez will be absent for the June 20, 2023, Commission Meeting and Deputy City Manager Matthews and the Vice-Mayor Castano would be present in their place.

9.B CITY ATTORNEY

None.

9.C CITY COMMISSION

Commissioner Castano was selected for the Help Now Board and it required her to fill out paperwork and get approved. In the meantime, she has accepted positions on six (6) boards and does not feel she is able to comment to serve HelpNow. She would like to open it to other Commissioners if they are interested. Commissioner Martinez asked for an application and wants more information to make sure she can make the meetings as well. City Manager Steigerwald will put this on the agenda for Commission consideration.

Commissioner Eady commended on the great job Parks & Recreation did on the PrideFest Month events.

Commissioner Martinez thanked the Public Information Officer, Stephanie Bechara for keeping the Commission updated as events unfold and expressed to the City Manager recent feedback from residents to look into our alcohol ordinances downtown. She suggested City Manager Steigerwald and his staff perform an analysis on the types of calls we are receiving in downtown. Based on the results, the City Manager recommended hosting a community workshop for residents and business owners to come together to offer possible solutions. Consensus to move forward.

Mayor Gonzalez thanked the audience for attending the meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:11 PM.

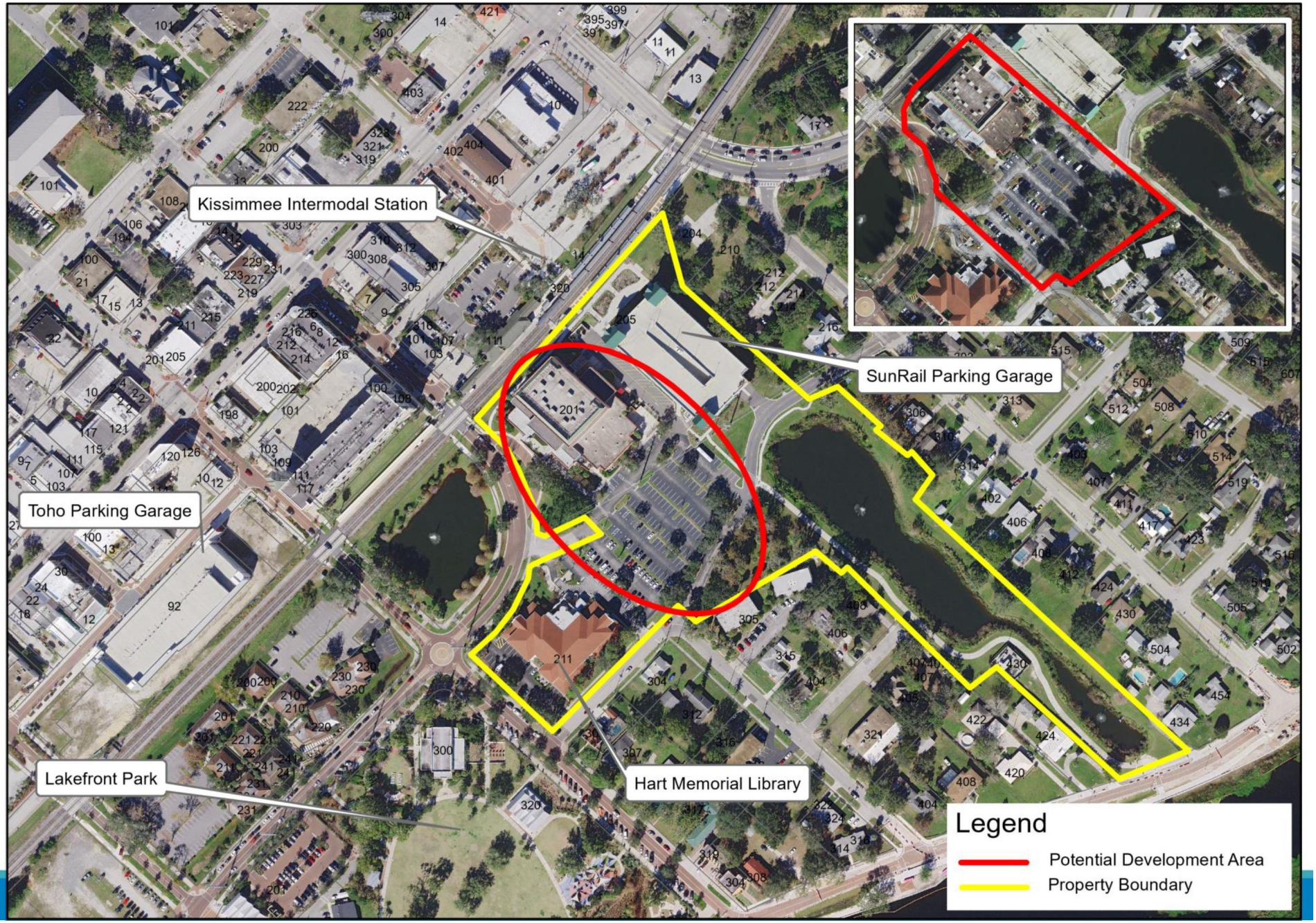
_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Exhibit “A”
PowerPoint Presentation
Request for RFQ for Kissimmee Civic Center
Item 8.D.

Future Hotel and Conference Center Site



Why:

- **Improving Hotel Market**
- **Downtown Amenities (i.e., Lakefront Park, etc.)**
- **Capture Visitor Expenditures Downtown**
- **Special Events**
- **Expand the Downtown Experience**
- **Direct, Indirect and Induced Economic Impacts**

CITY OF KISSIMMEE 1883

RFQ Channel Markers 1



1. The City of Kissimmee, Florida, is seeking a development team to build a city centered hotel in Historic Downtown Kissimmee.
2. The development site is a portion of a City owned 13.62 acres site connecting Lakefront Park with the downtown.
3. The development team is expected to include (or be led by) a hotelier that may own and operate the property. The hotelier must have a proven track record of owning and operating an upscale hotel with conference space.

CITY OF KISSIMMEE 1883

RFQ Channel Markers 2

1. The development site includes the City's existing 19,000 sq. ft. Civic Center. Conference space is desired in the overall project. This can be achieved via demolition/rebuild of the Civic Center, or, renovation/reuse of the existing facility. In either case, respondents are required to demonstrate a synergistic vision between the meeting space and the hotel.
2. The adjacent SunRail Parking Garage *may* be eligible to partially park the hotel, subject to state approval.
3. Particulars associated with the project will be negotiated and memorialized in an executed Development Agreement (DA). Project benchmarks and timelines are expected to be rigorous. The project site may be deeded to the selected proposal team (developer plus hotelier) subject to negotiated DA conditions. The site is located in the Downtown Kissimmee Community Redevelopment Area (CRA). Moreover, the project may be eligible for the CRA's flagship Pioneer Project Incentive Program.

CITY OF KISSIMMEE 1883

RFQ Channel Markers 3

1. The site is walking distance to the SunRail Station, Lakefront Park, Downtown Shops/Eateries, Amtrak, NeoCity, and is a 20-minute drive to the Walt Disney World Resort.
2. As a result of its strategic location, the hotel site lends itself to both urban and outdoor exploration at the door-step. The site connects directly to the 25-acre Lakefront Park that also offers an extensive shared use path network that will offer a 20-mile loop when completed. Downtown Kissimmee offers 33 food and beverage establishments within walking distance.
3. Respondents must articulate how the project will become part of the downtown fabric by connecting guests with the various attributes mentioned above.

CITY OF KISSIMMEE 1883

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 20, 2023 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Vice-Mayor Olga Castano,Commissioners Angela Eady, Janette Martinez
Staff Present: City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: Mayor-Commissioner Olga Gonzalez, Commissioner Carlos Alvarez, City Manager Mike Steigerwald

Vice-Mayor Castano called the meeting to order at 6:02 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

None.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing – Final Reading - Proposed Ordinance #23-06 - Amending the Future Land Use Map designation from Multi Family Medium Density Residential (MF-MDR) to Commercial General (CG): Storeright Boggy Creek - LUPA-23-0001

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

Approval of a Land Use Plan Amendment changing the Future Land Use Map designation from Multi-Family Medium Density Residential (MF-MDR) to Commercial General (CG) on approximately 6.73 acres of land.

Deputy City Manager Matthews introduced the item.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3075 by title.

Senior Planner Brenda Ryan reviewed the request for approval of a change in land use from Multi-Family Medium Density to Commercial General. The change in land use will allow for a reduction in vehicular trips with the development of self-storage units. Staff recommends approval after holding the public hearing.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Attorney Jennifer Cockcroft, Lacey, Lyons, & Rezanka, representing the applicant. Attorney Cockcroft stated the applicant agrees with the land use request and feels it is the most appropriate use.

Commissioner Martinez moved to approve Ordinance # 3075. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 3 - 0.

4.B Public Hearing - Final Reading - Proposed Ordinance #23-07 - Amending the Zoning Map designation from Residential Planned Unit Development (RPUD) to General Commercial (B-3): Storeright Boggy Creek - ZMA-23-0001

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of a Zoning Map Amendment to change the Zoning designation from Residential Planned Unit Development (RPUD) to General Commercial (B-3) on approximately 6.73 acres of land.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3076 by title.

Senior Planner Ryan reviewed the information on the Boggy Creek Townhomes property that was annexed into the City in 2006 and explained the townhomes generate more average daily vehicular trips than the proposed self-storage facility. All impacts will be reviewed and addressed during the Development Review process.

Vice-Mayor Castano announced the Public Hearing.

Attorney Jennifer Cockcroft, Lacey, Lyons, & Rezanka, was present representing the applicant. Attorney Cockcroft stated a meeting was held with the citizens and the applicant is working with the City to make sure the most compatible use is designated.

Commissioner Eady moved to adopt Ordinance # 3076. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 3 - 0.

4.C Public Hearing - Second and Final Reading - Proposed Ordinance # 23-11 - Amending the Code of Ordinances, Chapter 2 - Section 2-384, Adding an Economic Development Department

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS, OFFICERS, AND EMPLOYEES, AMENDING SECTION 2-384, DEPARTMENTS ESTABLISHED, ADDING AN ECONOMIC DEVELOPMENT DEPARTMENT; PROVIDING FOR DEPARTMENT MEMBERS; PROVIDING FOR POWERS DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Requesting approval of the Second and Final Reading of the Proposed Ordinance # 23-11 for the addition of an Economic Development Department.

City Attorney Sanchez de Fuentes read Ordinance # 3077 by title.

Deputy City Manager Matthews stated this request is to create an Economic Development Department. Initially, the City hired our first Economic Development Director and the City partnered with Osceola County. Since that time, economic development opportunities in the City have increased in responsibility and are spread over several departments. To ensure a more comprehensive approach to economic development, staff is recommending all economic endeavors fall under the new Economic Development Department.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve and stated she would like an opportunity to discuss the marketing for the 192 Corridor before the department grows any further.

Commissioner Martinez moved to adopt Ordinance # 3077. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 3 - 0.

4.D Public Hearing - First Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Staff requests the Public Hearing be announced for the originally proposed First Reading of Proposed Ordinance #23-13 for the Amendment of Chapter 42, Traffic and Vehicles. This ordinance has been withdrawn and will be re-advertised at a later date.

City Attorney Sanchez de Fuentes explained that this Public Hearing is being continued. After it was advertised, staff realized there was more work needed before it went to Public Hearing. We do not have a specific time but it will be re-advertised.

Vice-Mayor Castano announced the Public Hearing with no response from the Audience.

No action was taken on this item.

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 carried 3 - 0.

7.A Helping Emergency Responders Obtain Support Program through the Florida Department of Health for FY2023

Commission approval to allow the Kissimmee Police Department to apply for the Helping Emergency Responders Obtain Support (HEROS) Program through the Florida Department of Health (DOH).

7.B Dillingham-June Street Plat - Final Plat (DRC# SR 22-0011)

Approval of the final plat known as Dillingham-June Street Plat.

7.C Resolutions authorizing the Dedication of Easements to the Florida Department of Transportation for the Central Florida Commuter Rail System Phase II South project

Approval of two (2) resolutions authorizing the Mayor to execute and deliver the Easement Agreement to the Florida Department of Transportation (FDOT) as it pertains to the Central Florida Commuter Rail System Phase II South project.

Resolution # 07-2023 and Resolution # 08-2023

7.D Client Service Agreement with City Health Insurance Broker

Approve agreement with Marsh & McLennan Agency LLC to reflect the entity name change from Bouchard Insurance.

7.E Sonoma Resort at Tapestry, Phase 2B – Final Plat, Major Subdivision (DRC# SR-21-0003)

Requesting City Commission approval of the final plat known as Sonoma Resort at Tapestry, Phase 2B, with performance guarantee/agreement.

7.F Disposal of City Assets

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

7.G Purchase of FirstWatch software from FirstWatch Solutions, Inc.

Approval to purchase FirstWatch software which will perform valuable quality assurance and measure accreditation compliance, ensuring continuous improvement and crew safety.

7.H Approval of Agreement between Kissimmee Charter Academy and the City of Kissimmee relating to a School Resource Officer

The Police Department is requesting the Commission approve the Agreement between Kissimmee Charter Academy and the City of Kissimmee relating to a School Resource Officer.

7.I Trade-in of a Stryker Hydraulic Stretcher and a Stryker Power Load Cot Fastening System

Staff is requesting approval to trade in a Stryker Hydraulic Stretcher and a Stryker Power Load Cot Fastening System towards the purchase of replacements for these items.

7.J Agreement Regarding Utility Easement for the Beaumont Property

Staff requests the approval of the agreement regarding utility easement for the Beaumont Property.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A Approval of a Vine Street Community Redevelopment Agency Pioneer Project Incentive Program Agreement with TRJ 4030 Kissimmee, LLC.

Approval of a Vine Street Community Redevelopment Agency Pioneer Project Incentive Program Agreement with TRJ 4030 Kissimmee, LLC.

Tom Tomerlin, Economic Development Director, presented the request and introduced Samia Singleton, CRA Manager, and Richard Corley, developer of the property at 4030 W. Vine Street, Kissimmee (known as the TRJ 2030 Kissimmee LLC). This property is eligible for the Pioneer Project Incentive Program (PPIP). Mr. Tomerlin explained the use of the property which is located at the Southeast corner of Vine and Hoagland in the former Walgreens store that most recently was Amigos Supermarket. He stated to be eligible for this program, the following must be true; 1) Increases the CRA's population; 2)

Creates the opportunity for new jobs in the CRA; and 3) Attracts visitors to the CRA District. All three (3) requirements have been met by adding 20 housing units, adding 30 additional jobs, bringing visitors to the CRA district and reusing an abandoned store to house a Social Security Office.

Mr. Tomerlin stated the requirements of this project match the goals of the Vine Street Community Redevelopment Agency. Therefore, staff recommends the funding of $147,826 be granted to TRJ 4030 Kissimmee, LLC.

Commissioner Martinez made a motion to approve funding in the amount of $147,826. Commissioner Eady seconded the motion.

AYE: Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 3 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Advisory Board Vacancy: Police Pension Board

The Commission is requested to make an appointment to fill a vacancy on the Police Pension Board.

No action was taken on this item.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

Deputy City Manager Matthews brought up an item for approval by the Commission for the Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP) for an extension of Program # 437472-2-38-01 for Connect Kissimmee Complete Streets. The agreement will expire on June 30, 2023 and we do not have another Commission meeting until July 18, 2023. The request for an extension will allow the City to continue with the project with a new extension date of April 30, 2024; this will provide time for the completion of the design and project close-out.

Commissioner Martinez made a motion to approve the FDOT - Time Extension #1 (Exhibit "A"). Commissioner Eady seconded the motion.

Motion carried 3 - 0.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Martinez announced that she was blessed this morning with the birth of her first grandchild at 5:45 a.m. She thanked everyone for allowing her to share her joy of welcoming this new member to her family.

Commissioner Castano congratulated Commissioner Martinez on her joyous news.

Commissioner Eady expressed her congratulations to Commissioner Martinez and commented on the joys of being a grandparent.

Commissioner Castano thanked everyone for their participation in the meeting and she appreciates the support from everyone.

10. ADJOURNMENT

There being no further business to come before the Commission, Vice-Mayor Castano adjourned the meeting at 6:21 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit “A”
Florida Department of Transportation
LAP Agreement – Connect Kissimmee Complete Street (Time Extension #1)
9.A.

Florida Department of Transportation
719 South Woodland Boulevard
DeLand, FL 32720-6834

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

DATE: June 16, 2023

TO: Florida Department of Transportation
District Five Local Programs

FROM: City of Kissimmee

SUBJECT: Time Extension #1
Local Agency Program Agreement
Financial Project No.: 437472-2-38-01
Contract No.: G2473
Project Description: Connect Kissimmee Complete Streets

The Local Agency Program (LAP) Agreement for the subject project will expire on June 31, 2023.

In accordance with Section 3.00 of the LAP Agreement, it is hereby requested by the Recipient that the term for the Agreement of the subject project be extended until **April 30, 2024**, for the following reason(s):

Due to the process of phasing out the project to meet the available budget. This extension will provide time for completion of the design and project close-out.

Recipient: CITY OF KISSIMMEE

By: _____ Date: June 20, 2023

Name: Olga Castano
Title: Vice-Mayor

APPROVED:

The Department approves a time extension for the subject LAP Agreement to **April 30, 2024**.

By: _____ Date: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review: _____

DocuSign Envelope ID: E8488F92-36F3-460F-8A28-34190A337DED

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 437472-2-38-01	FPN:	FPN:
Federal No (FAIN): D521 065 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date: 12/20/2021	Federal Award Date:	Federal Award Date:
Fund: SU/LF	Fund:	Fund:
Org Code: 55053010541	Org Code:	Org Code:
FLAIR Approp: 088849	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 92 Contract No: G2473
Recipient Vendor No: F596000348006 Recipient DUNS No: 07-048-1952
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 1/10/2022 | 11:44 AM EST (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and City of Kissimmee ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Connect Kissimmee Complete Streets, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,530,512.00 (One Million Five Hundred Thirty Thousand Five Hundred Twelve Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,430,000.00 (One Million Four Hundred Thirty Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

ITEM 7.B
Approval to award and sign agreement for bid IFB2023-002 for Bleacher Canopy Covers at Fortune Road Athletic Complex to Creative Shade Solutions, Inc.

Request

Approval to award and sign agreement for bid IFB2023-002 for Bleacher Canopy Covers at Fortune Road Athletic Complex to Creative Shade Solutions, Inc.

Explanation

The Parks and Recreation Department, with the assistance of the Procurement division, advertised a public bid IFB2023-002 on April 30, 2023 with the Orlando Sentinel, Demand Star and Vendor Link for bleacher canopy covers for the Fortune Road Athletic Complex. This advertisement notified 99 vendors through Demand Star with 10 downloads and 18 downloads with Vendor Link. There were no Local Vendor Preferences submitted. The sealed bid opening was held on May 23, 2023 with Creative Shade Solutions, Inc. being the lowest bid.

Staff would like the Commission to approve and sign agreement for bid IFB2023-002 to Creative Shade Solutions, Inc for the Bleacher Canopy Covers at Fortune Road Athletic Complex for the amount of $96,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706-506393	RI2302	Decrease	$100,000	$96,000

Financial Summary:

Funds for this project are available in RI2302.

Recommendation

Approval to award and sign agreement for bid IFB2023-002 for Bleacher Canopy Covers at Fortune Road Athletic Complex to Creative Shade Solutions, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):
1. (S) Bleacher Canopy Covers Fortune Rd Contract

2. Abstract Bleacher Canopy Cover
3. Creative Shade Solutions

AGREEMENT FOR SUPPLY AND INSTALLATION OF BLEACHER CANOPY COVERS

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City"), and [enter name of Selected Bidder and address], as the "Contractor", and Selected Bidder, a Florida corporation, (hereafter referred to as "Contractor"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, City solicited proposals for the supply and installation of eight (8) New Bleacher Canopy Covers at Fortune Road Athletic Complex pursuant to City of Kissimmee Invitation to Bid No. 2023-002, (hereinafter referred to as "IFB"), which attached hereto and is incorporated into this Agreement as Exhibit A;

WHEREAS, Contractor submitted a bid representing that it is able to satisfactorily provide the services according to the terms and conditions of the IFB in response to IFB; and

WHEREAS, City has chosen Contractor as the Selected Bidder for IFB and desires to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **TERM.** This Agreement shall begin on the date that this Agreement is executed and conclude upon the date that City's project manager performs final inspection of and accepts the Scope of Work.

3. **SCOPE OF WORK.** Contractor agrees to perform the Scope of Work according to the Specifications outlined in the IFB and Contractor's Response to the IFB, which is attached hereto and is incorporated into this Agreement as Exhibit B (hereinafter referred to as "Scope of Work").

4. **LOCATION.** The requirements for this Agreement include furnishing the services specified herein at Fortune Road Athletic Complex, 2500 Fortune Road, Kissimmee, FL 34744 (hereinafter referred to as "Premises").

5. **WORK HOURS**. Contractor shall perform the Scope of Work on Mondays through Fridays between 8:00 A.M. and 5:00 P.M. unless an alternative schedule is approved by City. All requests for modifications in the work schedule shall be requested a minimum of 24 hours in advance to the associated department's project manager.

6. **PAYMENT.** The City agrees to pay Contractor as set forth in Exhibit B for the Scope of Work upon final inspection and acceptance of the Scope of Work. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Parks and Recreation Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

7. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

8. **TERMINATION FOR CAUSE**. If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If

Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR, but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

9. **INSURANCE.** Contractor, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:
    a. **Workers Compensation**: Worker's Compensation coverage for all employees at the site location, and in case any of the Scope of Work of this Agreement is subcontracted, will require the subcontractor to provide Workers' Compensation for all their employees. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

    b. **Comprehensive General Liability (CGLI)**: CGLI coverage with limits not less than $1,000,000.00 each occurrence. Such policies shall include contractual, products, and completed operations coverage and such coverage shall be noted on the Certificate of Insurance.

    c. **Comprehensive Automobile Liability**: Comprehensive Automobile Lability coverage for all owned and non-owned vehicles for limits of not less than

$1,000.000.00.

d. **Umbrella Liability**: Umbrella Liability coverage in excess of the coverage in paragraphs B) and C) above of not less than $5,000,000.00.

Said policies shall name the City as an additional insured. Contractor shall provide proof of this insurance to the City within ten (10) days after the signing of this Agreement by the Parties.

10. **WAIVER OF SUBROGATION.** Contractor releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Contractor under this Agreement. Contractor agrees to cause the issuers of the insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

11. **PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of Agreement shall be at the sole risk of Contractor, and City shall not be liable to Contractor or any other person for any injury, loss, or damage to property or to any person on said Premises.

12. **CONTRACTOR'S DUTY OF CARE.** During the performance of this Agreement, Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a) All employees on the job and all other persons who may be affected thereby;

b) All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and

c) Other property at Premises including trees, shrubs, lawns, walks, pavements, and roadways.

13. **PERFORMANCE BOND.** Contractor shall post a performance bond for the total amount of the Project.

14. **SUBCONTRACTORS.** All Sub Contractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Sub Contractor agreement the Contractor makes with others. If applicable, Contractor shall be

required to furnish to the City, in writing, a list of names of the Sub Contractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

15. **FUNDING**: The obligation of City for payment to the Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

16. **ASSIGNMENT.** Contractor shall not assign or in any manner transfer this Agreement or any portion hereof without the express written consent of the City, however Contractor may assign this Agreement to a successor by merger, to an entity that acquires substantially all of Contractor's assets, or to an affiliate that controls, is controlled by, or is under common control with Contractor without City's consent.

17. **INDEMNIFICATION.** To the extent permitted by law, Contractor, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Contractor, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Contractor's performance of the Agreement or any breach or default of Contractor.

18. **SUBCONTRACTORS.** All Sub Contractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Sub Contractor agreement the Contractor makes with others. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Sub Contractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

19. **CHANGES IN WORK ITEMS OR SCOPE.** The City and the Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Contractor and the City. All Change Orders must be approved by the City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Contractor unless the Contractor has received a prior written Change Order signed by an authorized representative

of the City, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

20. **GUARANTEES AND WARRANTIES.** The Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the City and delivered to Contractor at Contractor's place of business. The provisions of this article apply to work done by Sub Contractors as well as work done by the Contractor. Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

21. **MANNER OF PERFORMANCE**: Contractor agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal Laws, rules, regulations and codes. Contractor shall furnish all labor, materials, and equipment necessary for satisfactory performance of this Agreement. Such materials and equipment shall be of a suitable type and grade for satisfactory performance of this Agreement. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in accordance with all laws and permits pertaining to the safe and proper disposition of the materials and debris by Contractor. If a dumpster is required for removal of any unusable material or debris, Contractor shall contact Waste Management, which has an exclusive contract with the City. Upon final completion, Contractor shall thoroughly clean up all areas where the Scope of Work has been involved, as mutually agreed with the associated department's project manager. Contractor agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement. Damages, penalties, and/or fines imposed on City, or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections, shall be borne by Contractor.

22. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Contractor.

In the event of any default, the City or the Contractor has the right to seek termination of this Agreement in accordance with the provisions of the Termination for Cause Section above.

23. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Steve L. Lackey** **Parks and Recreation** **101 Church Street, Suite 330** **Kissimmee, FL 34741**	**Contractor** **Creative Shade Solutions, Inc.** **Werner Furstenberg** **719 Wesley Avenue** **Tarpon Springs, FL 34689**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Contractor to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5^{th}) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

24. **DESIGNATION OF PROJECT MANAGERS.** The Recreation and Leisure Services Assistant Manger is hereby designated project manager for this Agreement for the City, and _____ is hereby designated project manager for this Agreement for Contractor.

25. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

26. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

27. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

28. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason

whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

29. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

30. **NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

31. **RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF AGREEMENT.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Contractor.

32. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

33. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times. The Concessionaire shall obtain and maintain all appropriate City and County permits and State licenses (including an off-premise liquor license) required to provide concession services under this Agreement. Concessionaire's failure to comply with this Section will result in immediate suspension and or cancellation of this Agreement.

34. **E-VERIFY.** ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its Sub Contractors shall, register with and use the E-Verify system to verify work and authorization of all employees hired after January 1, 2021.

    a. Contractor shall require each of its Sub Contractors to provide Contractor with an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the Sub

Contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor or any Sub Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a Sub Contractor knowingly violated the provisions of this section, but Contractor otherwise, complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the Sub Contractor.

d. A contract terminated under the provision of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for violation of this section.

e. *Subcontracts:* Contractor or Sub Contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub Contractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Sub Contractor or lower tier Sub Contractor with the clauses set forth in this section.

35. HAZARDOUS SUBSTANCES. Contractor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Contractor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal installation or maintenance use. If Contractor learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Contractor shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides,

volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "environmental law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

37. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

38. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
c. Upon completion of the Agreement, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Agreement.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City contract, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

39. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this Agreement effective the _____ day of _____, 2023.

Contractor:

By: _____

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

WITNESS AS TO CONTRACTOR:

By: _____

_____

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT A

EXHIBIT A

* INVITATION TO BID *

I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2023-002 Bleacher Canopy Covers**

II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the envelope, one (1) original, one (1) copy, and one (1) electronic copy on CD or Flash Drive.

III. To be considered bids MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 PM May 23, 2023.

IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Dept. 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 PM May 23, 2023.

V. All bids must be according to specifications and conditions, and on the forms provided herein.

VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.

Brandon Durango
Procurement Manager

General Requirements:

1.1 **BID PREPARATION:** Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.

1.2 **SUBMISSION OF BIDS:** All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidders name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 **PRICING:** The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 **DELIVERY:** Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 **DEFAULT:** Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 **LATE BIDS AND WITHDRAWL OF OFFERS:** No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.

1.7 **DISCOUNTS:** Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.

1.8 **BID EVALUATION AND AWARD:** All bids received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee. Bidders are cautioned that no communication with any City of Kissimmee employees involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Manager. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT: The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES: The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidders request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS: The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES: Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY: All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS: In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDER"S CERTIFICATION: By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
B. That the bidder has not divulged or discussed his offer with other bidders.
C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE: Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC: The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT
If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.
The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST: Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Dept. 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov . Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the bid opening date.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 –25 (contract on pages 13-25). Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall take reasonable action to prevent threatened damage, injury or loss.

2.5 INSURANCE PROVISIONS: The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's Compensation

coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** The Contractor will provide coverage for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than $1,000,000.00.

C) **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000.000.00.

D) **Umbrella Liability:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $5,000,000.00. Provide a waiver of subrogation endorsements for the liability and work comp.

2.6 **FEES AND LICENSURE COST:** This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.7 **ALTERNATE BIDS WILL NOT BE ACCEPTED:**
If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.8 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.9 **The City of Kissimmee has a Local Vendor Preference Policy:** When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price.

In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.10 A link to this website is available through the City's Web Page http://www.kissimmee.gov , under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.11 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes.

2.12 **INDEMNIFICATION/HOLD HARMLESS:** The Contractor agrees to protect, defend, indemnify and hold harmless the City of Kissimmee and its officers, employees, agents and event volunteers/sponsors from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney

fees, in connection with or arising directly or indirectly out of the work agreed to be performed by the Contractor under the terms of the agreement. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged violation of any applicable statue, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnify hereunder.

2.13 BOND REQUIREMENTS:

A. 5% bid bond issued by a surety licensed to do business in the state of Florida submitted with the bid.
B. 100% Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work.

2.14 REFERENCES: All submittals must include **with the bid** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.15 This bid is all inclusive; one (1) vendor will be awarded.

3.0 SCOPE OF WORK: The City of Kissimmee, Parks and Recreation Department is seeking to have a contractor to supply and install eight (8) New Bleacher Canopy Covers at the following location:

- Fortune Road Athletic Complex
  2500 Fortune Road, Kissimmee, FL 34744

3.1 SPECIFICATIONS:

A. T-Cantilever (approx. 26' x 14' x 11'), embedded column with glide – 5 row x 21'L

B. Engineered/Sealed Drawings for Permitting

C. Combined Shipping and Freight Charges

D. Provide Raw Materials; including but not limited to, concrete (2500 PSI min) and rebar (No. 5).

E. Columns are to be mounted into the ground, NOT surface mounted.

3.2 CONTRACTOR'S RESPONSIBILITIES:

A. Rental of any fork or man lifts.

B. Equipment for delivery/pick up.

C. Labor and installation.

D. Canopy's must meet the 75-mph wind requirements per South Florida Building Code.

3.3 DEBRIS/CLEANUP:

1. Contractor is responsible for maintaining a clean and safe work area and shall make a reasonable effort to keep job site clean while work is in progress and shall have all debris cleaned up at the end of each day's work.

2. Contractor is responsible for on-site debris removal; if a dumpster is required for removal of material then the contractor must contract with Waste Management who has an exclusive contract with the City of Kissimmee.

3.4 WORK HOURS:

1. All work shall be performed during regular business hours Monday thru Friday 8:00AM - 5:00PM unless an alternate schedule is requested and approved by Owner representative in advance. All requests for modifications in the work schedule shall be requested a minimum of 24 hours in advance.

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****

Bid IFB2023-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	QTY	COST
1	**Bleacher Canopy Covers**	8	$_____

DELIVERY TIME (F.O.B. DESTINATION)

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

_____

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____We do not take exception to Specifications.
(initial)

_____We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME _____

COMPANY ADDRESS _____

_____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

_____ EMAIL: _____
(typed name/title of signer)

TELEPHONE NO.: (___) _____ FAX NO.: (___)_____

NOTICE

IFB2023-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

_____

_____

Phone Number: (___)_____

Fax Number: (___)_____

Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or
remarks:_____
_____
_____
_____

_____
Signature

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

AGREEMENT FOR SUPPLY AND INSTALLATION OF BLEACHER CANOPY COVERS

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City"), and [enter name of Selected Bidder and address], as the "Contractor", and Selected Bidder, a Florida corporation, (hereafter referred to as "Contractor"), together referred to as the "Parties," and each represent as follows:

WITNESSETH:

WHEREAS, City solicited proposals for the supply and installation of eight (8) New Bleacher Canopy Covers at Fortune Road Athletic Complex pursuant to City of Kissimmee Invitation to Bid No. 2023-002, (hereinafter referred to as "IFB"), which attached hereto and is incorporated into this Agreement as Exhibit A;

WHEREAS, Contractor submitted a bid representing that it is able to satisfactorily provide the services according to the terms and conditions of the IFB in response to IFB; and

WHEREAS, City has chosen Contractor as the Selected Bidder for IFB and desires to enter into this Agreement with Contractor; and

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **TERM.** This Agreement shall begin on the date that this Agreement is executed and conclude upon the date that City's project manager performs final inspection of and accepts the Scope of Work.

3. **SCOPE OF WORK.** Contractor agrees to perform the Scope of Work according to the Specifications outlined in the IFB and Contractor's Response to the IFB, which is attached hereto and is incorporated into this Agreement as Exhibit B (hereinafter referred to as "Scope of Work").

4. **LOCATION.** The requirements for this Agreement include furnishing the services specified herein at Fortune Road Athletic Complex, 2500 Fortune Road, Kissimmee, FL 34744 (hereinafter referred to as "Premises").

5. **WORK HOURS.** Contractor shall perform the Scope of Work on Mondays through Fridays between 8:00 A.M. and 5:00 P.M. unless an alternative schedule is approved by City. All requests for modifications in

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the work schedule shall be requested a minimum of 24 hours in advance to the associated department's project manager.

6. **PAYMENT.** The City agrees to pay Contractor as set forth in Exhibit B for the Scope of Work upon final inspection and acceptance of the Scope of Work. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Parks and Recreation Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

7. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

8. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due

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to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR, but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

9. **INSURANCE.** Contractor, at its sole cost and expense, shall cause to be maintained during the term of this Agreement, insurance as follows:

   a. **Workers Compensation**: Worker's Compensation coverage for all employees at the site location, and in case any of the Scope of Work of this Agreement is subcontracted, will require the subcontractor to provide Workers' Compensation for all their employees. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

   b. **Comprehensive General Liability (CGLI)**: CGLI coverage with limits not less than $1,000,000.00 each occurrence. Such policies shall include contractual, products, and completed operations coverage and such coverage shall be noted on the Certificate of Insurance.

   c. **Comprehensive Automobile Liability**: Comprehensive Automobile Lability coverage for all owned and non-owned vehicles for limits of not less than $1,000.000.00.

   d. **Umbrella Liability**: Umbrella Liability coverage in excess of the coverage in paragraphs B) and C) above of not less than $5,000,000.00.

   Said policies shall name the City as an additional insured. Contractor shall provide proof of this insurance to the City within ten (10) days after the signing of this Agreement by the Parties.

10. **WAIVER OF SUBROGATION.** Contractor releases the City and their respective representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies required to be carried by the Contractor under this Agreement. Contractor agrees to cause the issuers of the

SAMPLE

insurance policies required to be maintained hereunder to include waivers of the rights of recovery and subrogation.

11. **PERSONAL PROPERTY LIABILITY.** All property of any kind that may be on Premises during the term of Agreement shall be at the sole risk of Contractor, and City shall not be liable to Contractor or any other person for any injury, loss, or damage to property or to any person on said Premises.

12. **CONTRACTOR'S DUTY OF CARE.** During the performance of this Agreement, Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

    a) All employees on the job and all other persons who may be affected thereby;

    b) All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and

    c) Other property at Premises including trees, shrubs, lawns, walks, pavements, and roadways.

13. **PERFORMANCE BOND.** Contractor shall post a performance bond for the total amount of the Project.

14. **SUBCONTRACTORS.** All Sub Contractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Sub Contractor agreement the Contractor makes with others. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Sub Contractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

15. **FUNDING**: The obligation of City for payment to the Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

16. **ASSIGNMENT.** Contractor shall not assign or in any manner transfer this Agreement or any portion hereof without the express written consent of the City, however Contractor may assign this Agreement to a successor by merger, to an entity that acquires substantially all of Contractor's assets, or to an affiliate that controls, is controlled by, or is under common control with Contractor without City's consent.

17. **INDEMNIFICATION.** To the extent permitted by law, Contractor, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or

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damage to the person, property, or business of Contractor, its agents, employees, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28. Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees, against any and all claims, demand, cost, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from Contractor's performance of the Agreement or any breach or default of Contractor.

18. **SUBCONTRACTORS.** All Sub Contractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Sub Contractor agreement the Contractor makes with others. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Sub Contractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

19. **CHANGES IN WORK ITEMS OR SCOPE.** The City and the Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Contractor and the City. All Change Orders must be approved by the City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Contractor unless the Contractor has received a prior written Change Order signed by an authorized representative of the City, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

20. **GUARANTEES AND WARRANTIES.** The Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the City and delivered to Contractor at Contractor's place of business. The provisions of this article apply to work done by Sub Contractors as well as work done by the Contractor. Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

21. **MANNER OF PERFORMANCE**: Contractor agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal Laws, rules, regulations and codes. Contractor shall furnish all labor, materials, and equipment necessary for satisfactory performance of this Agreement. Such materials and equipment shall be of a suitable type and

grade for satisfactory performance of this Agreement. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in accordance with all laws and permits pertaining to the safe and proper disposition of the materials and debris by Contractor. If a dumpster is required for removal of any unusable material or debris, Contractor shall contact Waste Management, which has an exclusive contract with the City. Upon final completion, Contractor shall thoroughly clean up all areas where the Scope of Work has been involved, as mutually agreed with the associated department's project manager. Contractor agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement. Damages, penalties, and/or fines imposed on City, or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections, shall be borne by Contractor.

22. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Contractor. In the event of any default, the City or the Contractor has the right to seek termination of this Agreement in accordance with the provisions of the Termination for Cause Section above.

23. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Steve L. Lackey** **Parks and Recreation** **101 Church Street, Suite 330** **Kissimmee, FL 34741**	**Contractor**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Contractor to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5^{th}) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

SAMPLE

24. **DESIGNATION OF PROJECT MANAGERS.** The Recreation and Leisure Services Assistant Manger is hereby designated project manager for this Agreement for the City, and _____ is hereby designated project manager for this Agreement for Contractor.

25. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

26. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

27. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

28. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

29. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

30. **NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

31. **RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF AGREEMENT.** Nothing contained herein shall be deemed or construed as creating a principal and agent relationship or a joint venture between the Parties. The Parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of City and Contractor.

32. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State

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Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

33. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times. The Concessionaire shall obtain and maintain all appropriate City and County permits and State licenses (including an off-premise liquor license) required to provide concession services under this Agreement. Concessionaire's failure to comply with this Section will result in immediate suspension and or cancellation of this Agreement.

34. **E-VERIFY.** ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its Sub Contractors shall, register with and use the E-Verify system to verify work and authorization of all employees hired after January 1, 2021.

    a. Contractor shall require each of its Sub Contractors to provide Contractor with an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the Sub Contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

    b. The City, Contractor or any Sub Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

    c. The City, upon good faith belief that a Sub Contractor knowingly violated the provisions of this section, but Contractor otherwise, complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the Sub Contractor.

    d. A contract terminated under the provision of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for violation of this section.

    e. *Subcontracts:* Contractor or Sub Contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub Contractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Sub Contractor or lower tier Sub Contractor with the clauses set forth in this section.

35. **HAZARDOUS SUBSTANCES.** Contractor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Contractor shall not do, nor allow anyone

SAMPLE

else to do, anything affecting the Premises that is in violation of any environmental law or regulation. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal installation or maintenance use. If Contractor learns or is notified by any governmental authority that any removal or other remediation of any hazardous substances affecting the Premises is necessary, Contractor shall promptly take all necessary remedial action in accordance with environmental law.

As used in this Paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "environmental law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

37. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

38. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

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

SAMPLE

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

c. Upon completion of the Agreement, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Agreement.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City contract, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

39. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the Parties with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties with respect to the matters and things addressed herein, either written or oral.

SIGNATURE PAGE TO FOLLOW

SAMPLE

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this Agreement effective the _____ day of _____, 2023.

Contractor:

By: _____

WITNESS AS TO CONTRACTOR:

By: _____

_____

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

SAMPLE

EXHIBIT A

SAMPLE

EXHIBIT B

SAMPLE

EXHIBIT B

EXHIBIT B

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2023-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	QTY	COST
1	Bleacher Canopy Covers	8	$ 96,000.00

DELIVERY TIME (F.O.B. DESTINATION)
ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2, 3 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME CREATIVE SHADE SOLUTIONS LLC
COMPANY ADDRESS 719 WESLEY AVE
TARPON SPRINGS, FL 34689

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/18/23
(signature)

WERNER FURSTENBERG
(typed name/title of signer)

EMAIL: WERNER@CREATIVESHADESOLUTIONS.COM

TELEPHONE NO.: (727) 455 7604 FAX NO.: (727) 213 9942

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

CITY OF
KISSIMMEE
1883

May 8, 2023

Addendum No. 1

Bid No: IFB2023-002 Bleacher Canopy Covers

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Regarding the footers for this bid, the bid specifies the shades are to be imbedded and not surface mount. Manufacturers recommendations for shades of this size is to be surface mounted. The base plate and bolts can be below the surface and covered with concrete if that is the ultimate desire.

Answer: Our preference is to have the structure embedded into the ground with concrete footers. Bidders can also provide an alternative quote for bolted or surface mounts into the concrete.

Question: Can the shades be surface mounted with base plates recessed below the surface?

Answer: Bidders can provide an alternate quote for placing the base plates recessed below the surface.

Question: In walking the area, I noticed 4 of the 8 bleacher areas have adjacent light poles. The only way a "T-Cantilever" would work on these 4 bleachers is to run the conduit through the shade post, as the footers will be too large and encompass the light post area. Would you accept a quote running the electrical through the shade post on these 4 shades? If not, would you accept a "Cantilever" shade over these 4 bleachers with light poles so the footers would be behind the light and bleacher?

Answer: We would like for the Cantilever shade cover to be over the 4 bleachers with the light poles so that the footers would be behind the light and bleacher.

Question: Is the City providing a ground penetrating radar locate for electrical in lieu of as builds?

Answer: The City will ensure that all utilities are identified

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Bid IFB2023-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	QTY	COST
1	Bleacher Canopy Covers	8	$ 96 000 - 00
2	Alternative 1	8	$ 96 000 - 00
3	Alternative 2	8	$ 96 000 -00

SAME PRICES

DELIVERY TIME (F.O.B. DESTINATION)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 2 3 (IF APPLICABLE)

_____
(Signature)

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_____ We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

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(attach additional sheets, if necessary)

COMPANY NAME Creative Shade Solutions, Inc.

COMPANY ADDRESS 719 Wesley Avenue

Tarpon Springs FL 34689

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BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/18/23
(signature)

WILLIAM JEREMIAH EMAIL: [illegible]
(typed name/title of signer)

TELEPHONE NO.: (727) 455 7604 FAX NO.: (___) _____

CITY OF
KISSIMMEE
1883

May 12, 2023

Addendum No. 3

Bid No: IFB2023-002 Bleacher Canopy Covers

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: We saw that the complex is supposed to be closed during the month of August. Is this entire project supposed to be completed by the end of August?

Answer: Yes, the goal is to have the project completed by the end of August with a project start date of July 31st. If needed the project may be started earlier then the projected start date of July 31st.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.

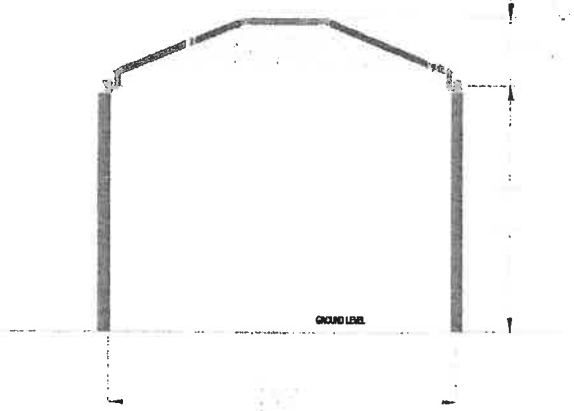
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2 3 (IF APPLICABLE)

(Signature)
COMPANY NAME Creative Shade Solutions, Inc.
COMPANY ADDRESS 719 Wesley Avenue
BY: _____ DATE: Tarpon Springs FL 34689 5/18/23
(signature)
WARNER JEERS Exec VP
(typed name/title of signer) EMAIL: _____

26 x 14 x11 T STYLE



FRONT VIEW



SIDE VIEW

SPECIFICATIONS:

Structural Specification

- Engineered for = Ac. Psf
- Colour to be confirmed as per sample range.
- Rolled High Density Polyethylene.
- Shade fabric meets min. UV 77+ATA gauge
- Fabric width
- International Shade Type 4, knitted Flat Yarn.
- Fabric Weight = 185 GSM
- Fabric Tensile = 1,200 g/inch minimum.

Foundations Specification

- according to soil type / Local Engineer's Specification
- Min. Depth =

Design Life

- Fabric =
- Coating =
- Steel =
- Fixings =

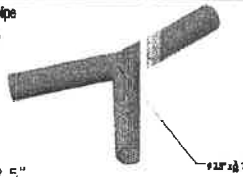
Shade Cloth Specifications / Manufacturer

- The shade fabric must be manufactured from 100% virgin HDPE yarn.
- The fabric must be UV stabilized, and shall be warranted for a minimum of 10 years from the date of installation.
- Fabric shall be flame retardant (AS/NZS 4174.2)

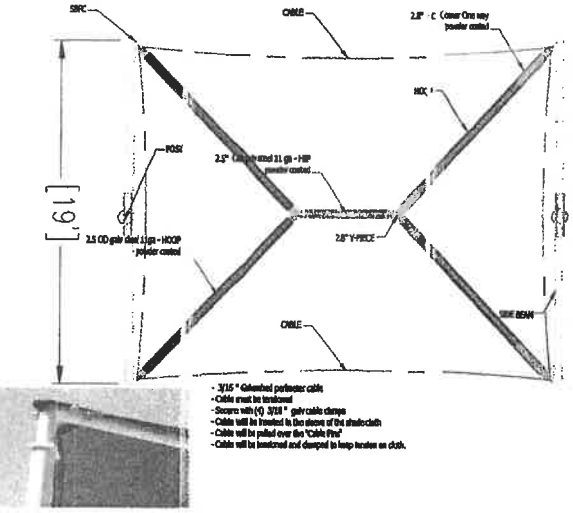
1. These shade structures were designed according to the 2020 Florida Building Code, 7th Edition.
2. Contractor shall verify all dimensions on site before commencement of any work. Any discrepancies shall be reported to the designer prior to commencement of any work.
3. All cables and turnbuckle tensions as directed are intended to be tightened and retensioned after 24 hours of installation.
4. Shade sails / cover MUST be removed before the wind reaches 75 mph.

PART NAME & DIMENSIONS
POST 6.5" - HEIGHT + FOUNDATION
HIP 42.5" - 23.15"
HOOP 42.5" - 1,525mm / 60.05"
Y-PIECE 42.5"
CORNER 42.5"
SIDEBEAM 4"X 4" - 19'
GALV CABLE - PERIMETER CABLE

- Schd 40 Steel pipe
-Hot dipped galv

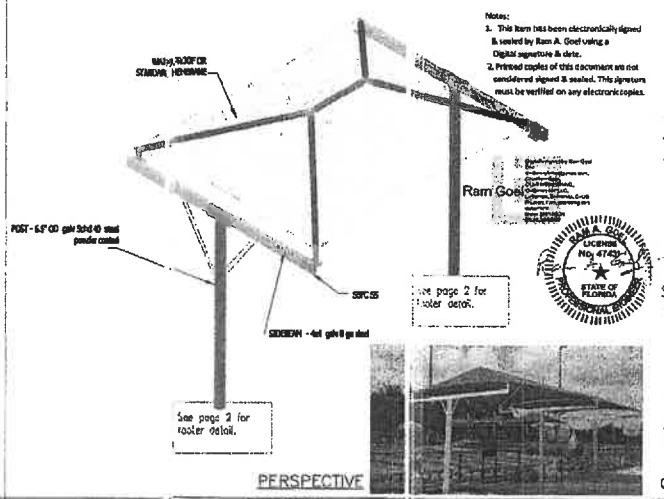


Y PIECE 2.5"



- 3/16 " Galvanised perimeter cable
- Cable must be tensioned
- Secure with (4) 3/16 " galv cable clamps
- Cable will be inserted in the sleeve of the shade cloth
- Cable will be pulled over the "Cable Pins"
- Cable will be tensioned and clamped in loop locker as dash.

PLAN



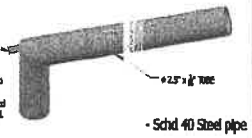
PERSPECTIVE

2.1" Stub welded onto Si lebeam

- Schd 40 Steel pipe
-Hot dipped galv



SBFC SS HR



- Schd 40 Steel pipe
-Hot dipped galv

CORNER 1-WAY 2.5

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This drawing contains confidential and proprietary CSS Inc. information intended for the recipient only. CSS Inc. reserves all rights by law to protect and claim damages for any abuse, breach of confidentiality or unauthorized disclosure or use.

DESIGN	CSS				
DRAWN BY					
CHECKED BY		SHEET	Page 5		
APPROVED BY		DATE	01/22/2023	BY	APVD

PROJECT No :

Creative Shade Solutions Inc.
[illegible]
Tampa, Florida
[illegible]
Tel: (727) 847 3967
Fax: (727) 372 2043
Email: [illegible]@creativeshadesolutions.com
Web: www.creativeshadesolutions.com

[illegible]
10255 Cross Creek Blvd., Suite F
Tampa, Florida
Tel: / Fax:
Email: [illegible]@yahoo.com

DO NOT SCALE
LIT DRAWING

Proposed Shade Structures for
19' x 30' HIP ROOF T STYLE CANTI

City of Gainesville - Forest Park
Gainesville, FL.

Michael Horsley
Project Manager
Buildings Maintenance
941-708-8800 Ext. 44087
FAX 941-708-8844
CELL 941-932-3831

0. Customer: **City of Panama City Beach 2018** – current
Park and Recreation –

Jim Ponek, Director of

Parks and Recreation

City of Panama City Beach

www.panamacitybeachparksandrecreation.com

email **jponek@pcbgov.com**

Work Phone 850 233-5045

Cell Phone 850 819-3035

0. Customer: **City of Largo 2019** – current
Park and Recreation – Several Parks – Playground area
Greg Wright
Assistant Parks Superintendent
City of Largo
Phone 727-587-6740 Ext. 5203
Fax 727-586-7426
Email gwright@largo.com

0. Customer: **City of Safety Harbor 2019** – current
Park and Recreation – Baseball sports complex – Playground area
Andrea Norwood, CPRP
Leisure Services Director
(727) 724-1555 ext 1501

1. Customer: **Manatee County School 2010** – current
Miller Elementary - 601 43rd St W, Bradenton, FL 34209
- Miller Elementary Playground shade canopy – 6 post hiproof 60 x 40 x 14'
Michael Horsley - 941 932 3831

Miller Elementary - 601 43rd St W, Bradenton, FL 34209
McNeil Elementary - 6325 Lorraine Rd, Bradenton, FL 34202

- Miller Elementary 60 x 40 : $ 21 000
- McNeil Elementry 35 x 30 : $ 15 000

2. Customer : **Pasco County Schools 2012** – current
   - Various Pasco County Schools
     Seven Oaks Elementary - 27633 Mystic Oak Blvd, Wesley Chapel
     Veterans Elementary - 26940 Progress Pkwy, Wesley Chapel, FL
   - Seven Oaks Elementary 38 x 40 : $ 24 000
   - Veterans Elementry 35 x 30 : $ 16 000

3. Customer : **Collier County Parks and Rec 2011** current
   - Various County Parks
     Golden Gate Community Park - 4701 Golden Gate Pkwy, Naples
     North County Parks - 15000 Livingston Rd, Naples
   - Golden Gate 70 x 35 : $ 48 000
   - North County Park 40x40 + 55x 25 : $ 45 000

8. Customer : **YMCA Suncoast CLW , FL** - 2016 – current
   - Various YMCA locations
     YMCA Ridgecrest , Largo - 1801 119th St N, Largo

   - YMCA 40 x 80 : $ 42 000

9. Customer : **PAL – Pinellas County** - **2014** current
   - PAL
     PAL , Pinellas Park - 3755 46th Ave N, St. Petersburg

   - PAL 40 x 80 : $ 36 000

10. Customer : **Dioceses of Pinellas Catholic Schools 2012**
    - Various Schools
      Nativity School - 705 E Brandon Blvd, Brandon
      St Cecelia Catholic School - 1350 Court St, Clearwater

    - Nativity Shade Sails (2) 40 x 40 : $ 40 000
    - St Cecelia various project 40x60 $ 35 000

11. Customer : City of Parkland , FL
    - Pine Trail Park , 10555 Trails End, Parkland
    - Overallping multi level shade sail 90 x 60 : $ 135 000

- Cities and Counties - Park and Recreation Departments - playground and pool shade.
- Car Wash - vacuum area shade.
- Ballparks or Sport fields - bleacher shade.
- Community pools - pool shade.
- Resorts - beach shade structures.
- Condominiums - carports, covered parking.
- Residential - carports, pool, patio, boats, RV's
- Airports - airport parking.

100% Inhouse manufacturing :

- Steel fabrications
- Powder coating
- Shade cloth fabrication (sewing and patterning)

3. Business License : See attached

4. Name of Local Rep : Werner Furstenberg , 727 455 7604
719 Wesley Ave
Tarpon Springs , FL
Werner@CreativeShadeSolutions.com

5. Engineers detail : Dr Ram A Goel PHD FL PE #47431
17863 Hunting Bow Circle # 102
Lutz , FL

16.8 - Installing Contractor Qualifications :

Same as 1.3A – Creative Shade will do all the installation.

PAL , Pinellas Park - 3755 46th Ave N, St. Petersburg
- PAL Basketball court – skate park 40 x 80 x 12'
Neil Brickfield 727 692 0785

10. Customer : **Dioceses of Pinellas Catholic Schools 2012**
    Nativity School - 705 E Brandon Blvd, Brandon
    - Nativity Shade Sails Playground shade (2) 40 x 40 x 18' H 14' L Sloped shade sail – 10" Columns Schd 40

    Robert Martin 813 681 4608

4. Business Location : Pinellas County

   719 Wesley Ave , Tarpon Springs , FL , 34689

   Werner Furstenberg

   727 455 7604

5. Creative Shade Solutions will do all the installation

   Construction Manager and Owner will supervise EVERY project.

16.9 Factory Certification for Installation :

All installation will be done by Crews from Creative Shade Solutions.

All crew members have 3- 18 years installation experience

ABSTRACT OF BIDS **City of Kissimmee**

INVITATION/BID# IFB2023-002 Bleacher Canopy Covers

OPENING DATE: May 23, 2023
TIME: 2:30PM

REQ. DEPARTMENT: Jeff Pon – Parks and Recreation

VENDOR NAME CITY AND STATE	Item 1	Item 2	Item 3	Acknowledged Addendums			COMMENTS
Shade System Inc Ocala, FL	$128,932.63	$137,634.35	$137,634.35	Yes			
Kor Kat Carrollton, GA	$139,933.63	N/A	N/A	Yes			
Bliss Products Lithia Springs, GA	$131,600	N/A	N/A	Yes			$16,450 each
Industrial Shade Ports Fort Lauderdale, FL	$131,709	N/A	N/A	Yes			
Pro Playgrounds Tallahassee, FL	$99,999	N/A	N/A	Yes			
Top Line Recreation Inc Deltona, FL	$113,126.25	N/A	N/A	Yes			
Creative Shade Solutions, Inc Tarpon Springs, FL	$96,000	$96,000	$96,000	Yes			

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **IFB2023-002**
DATE: **May 23, 2023**
TO: **Jeff Pon, Recreation & Leisure Service Supervisor**
FROM: Brandon Durango, Procurement Manager
SUBJECT: **Bleacher Canopy Covers**

COMMENTS: Subject bid opened on May 23, 2023 all bids submitted are shown on the attached abstract, electronic copies were uploaded in a folder on the u:common. Purchasing advertised this April 30, 2023 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 99 vendors and 10 vendors downloaded the bid package and Vendor Link had 18 vendors download the package. There were no local vendors that submitted a bid therefore the Local Vendor Preference will not be part of the award decision. Please make your recommendations below. Please provide written justification below for Commission consideration and send purchasing the results.

DEPARTMENT RECOMMENDATIONS:

__✓__ Purchase from low bidder.
_____ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: _____ **DATE:** _____
APPROVED BY: _____ **DATE:** _____
DATE RETURNED TO PURCHASING: _____

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New ✓ Replacement _____

The intended use of function is: Fortune Road Athletics Complex will benefit greatly from having a protective shade structure. This will provide a permanent cover over the bleachers. In addition, it will keep users and patrons cool and comfortable and protected from the suns harmful UV exposure.

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
10550706-506393	RJ2302	100,000

Total Amount Budgeted: $100,000.00

Cost: $96,000.00

Remaining: $4,000.00

Intended use for any funds remaining: Add to another Capital project

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****

Bid IFB2023-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

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(Signature)

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(initial)

_____ We take exception to Specifications as follows:
(initial)

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(attach additional sheets, if necessary)

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COMPANY ADDRESS 719 WESLEY AVE
TARPON SPRINGS, FL 34689

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(signature)

WERNER FURSTENBERGER EMAIL: WERNER@CREATIVESHADESOLUTIONS.COM
(typed name/title of signer)

TELEPHONE NO.: (727) 455 7604 FAX NO.: (727) 213 9942

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

CITY OF
KISSIMMEE
1883

May 8, 2023

Addendum No. 1

Bid No: IFB2023-002 Bleacher Canopy Covers

TO ALL PROPOSERS:
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Answer: We would like for the Cantilever shade cover to be over the 4 bleachers with the light poles so that the footers would be behind the light and bleacher.

Question: Is the City providing a ground penetrating radar locate for electrical in lieu of as builds?

Answer: The City will ensure that all utilities are identified

Question Is the City providing a site plan showing bleacher layout for the permit or do we need to include getting a site plan?

Answer: The City will provide a site plan for permitting purposes.

Question: What is the thickness of the concrete? Is it a drivable concrete?

Answer: The existing concrete is drivable

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.

2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2, 3 (IF APPLICABLE)

(Signature)
COMPANY NAME Creative Shade Solutions, Inc.
COMPANY ADDRESS 719 Wesley Avenue Tarpon Springs FL 34689
BY: _____ DATE: 5/18/23
(signature)
_____ EMAIL: _____
(typed name/title of signer)

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****

Bid IFB2023-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	QTY	COST
1	Bleacher Canopy Covers	8	$ 96 000 - 00
2	Alternative 1	8	$ 96 000 - 00
3	Alternative 2	8	$ 96 000 - 00

SAME PRICE

DELIVERY TIME (F.O.B. DESTINATION)

ACKNOWLEDGMENT OF ADDENDA NO.(S) 123 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME Creative Shade Solutions, Inc.

COMPANY ADDRESS 719 Wesley Avenue
Tarpon Springs FL 34689

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/18/23
(signature)

WILLIAM PETERSON EMAIL: [illegible]
(typed name/title of signer)

TELEPHONE NO.: (727) 455-7604 FAX NO.: (___) _____

CITY OF
KISSIMMEE
1883

May 10, 2023

Addendum No. 2

Bid No: IFB2023-002 Bleacher Canopy Covers

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Please confirm if this is an annual project?

Answer: No, This is a one time project.

Question: What will be the project turnaround time?

Answer: Work to begin approximately July 31, 2023. The Fortune Road Athletic Complex is completely shutdown in August.

A ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.

2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2 3 (IF APPLICABLE)

(Signature)
COMPANY NAME Creative Shade Solutions, Inc.
COMPANY ADDRESS 719 Wesley Avenue
Tarpon Springs FL 34689
BY: _____ DATE: 5/18/23
(signature)
WERNER KURSCHNER
(typed name/title of signer) EMAIL: _____

CITY OF
KISSIMMEE
1883

May 12, 2023

Addendum No. 3

Bid No: IFB2023-002 Bleacher Canopy Covers

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: We saw that the complex is supposed to be closed during the month of August. Is this entire project supposed to be completed by the end of August?

Answer: Yes, the goal is to have the project completed by the end of August with a project start date of July 31st. If needed the project may be started earlier then the projected start date of July 31st.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.

2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2 3 (IF APPLICABLE)

_____
(Signature)
COMPANY NAME
COMPANY ADDRESS
BY: _____ DATE: _____
(signature)
_____ EMAIL: _____
(typed name/title of signer)

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689
5/18/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Fessler Agency, Inc.
3165 N McMullen Booth Road G-2
Clearwater FL 33761

CONTACT NAME:
PHONE (A/C, No, Ext): 727-726-3377 FAX (A/C, No): 727-725-4698
E-MAIL ADDRESS: certs@fessleragency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Dominion Insurance Company	40231
INSURER B : Auto Owners Insurance Company	18988
INSURER C : Florida Citrus, Business & Industries Fund	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CREASHA-01
Creative Shade Solutions, Inc.
719 Wesley Ave.
Tarpon Springs FL 34689

COVERAGES **CERTIFICATE NUMBER:** 1699937240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	[illegible]	[illegible]	[illegible]	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	4959430900	9/7/2022	9/7/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUT9478W	6/3/2023	6/3/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	10664682-2022	9/1/2022	9/1/2023	X PER STATUTE OTH-ER	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured with regard to General Liability per written contract. Waiver of subrogation is part of the policy.

CERTIFICATE HOLDER

City of Kissimmee Building Division
Finance Department 4th floor
Attn: Purchasing Division
101 Church St.
Kissimmee FL 34741

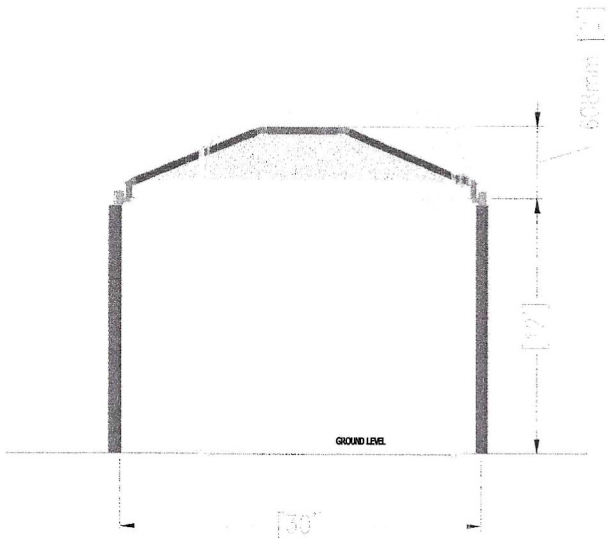
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

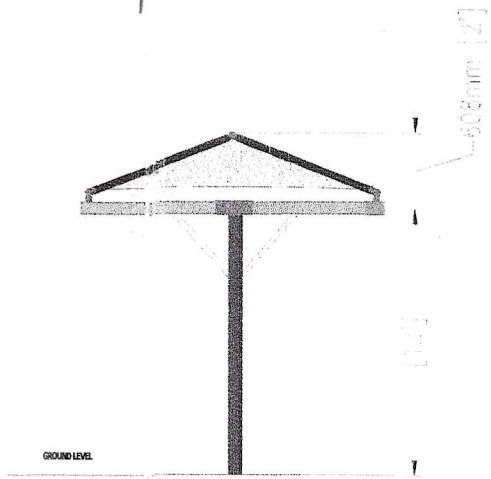
AUTHORIZED REPRESENTATIVE
Cara Fessler

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26 x 14 x 11 T STYLE



FRONT VIEW



SIDE VIEW

SPECIFICATIONS:

Shadenet Specification
- Commercial 85 – Ag Bloc
- Knitted High Density polyethylene
- Base Product: HDPE CI.F. 7740.73 (Virgin material only).
- Monofilament Round Yarn & Monotape Flat Yarn, consolidated on weft & welding bar.
- Break Strength 200 Kgs.
- Fabric Mass: 85+/- 185 g/m2 minimum.

Foundations Specification
- According to soil Type / Local Engineer's specifications.
- See page 3

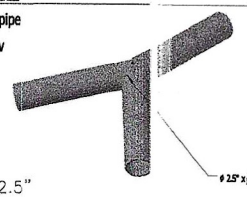
Design
- According to the 2020 Florida Building code 7th Edition.
- Basic wind speed: 175 MPH without canopy 105 MPH with canopy
- Risk Category: II
- Wind Exposure: C
- Internal pressure coefficient: NA
- Type design: Average

Shade Cloth Specifications / Fire Rating:
- The shade cloth used for this project will be the same type as tested for the NFPA 701 – 2004 / ASTM D2863
- This shade cloth is treated with fire retardants, and passes the requirements for the NFPA 701 – 2004 Test method2 or ASTM D2863 test standards.
- HDPE – Inherently Polyethylene HDPE CF 7740.73

1. These shade structures were designed according to the 2020 Florida Building Code 7th Edition.
2. Contractor shall verify all conditions and dimensions at the jobsite prior commencing work. The contractor shall report discrepancies to the engineer/designer before commencing work.
3. Contractor to supply all necessary inserts, anchors plates, bolts, washers, sleeves and plates as may be required to structural and secondary steel work.
4. All details and sections shown on drawings are intended to be typical and shall apply to similar conditions elsewhere in the work except where a different detail is shown.
5. These documents as instruments of service are the property of the designer and may not be used or reproduced for any other project without the designer's written consent.
6. All work to be done according to 2020 Florida building code 7th Edition.
7. Windsock design complies with 175 mph wind, 3 sec gusts as required , with canopy are 105 MPH with canopy on.
8. Shade sails / cover MUST be removed before wind speeds reaches 75 mph.

PART NAME & DIMENSIONS
POST 6.5" - HEIGHT" + FOUNDATION
HIP Ø2,5" - 23,15"
HOOP Ø2,5" - 1,526mm / 60,08"
Y-PIECE Ø2.5"
CORNERS Ø2.5"
SIDEBEAM 4" X 4" - 19'
GALV. CABLE - PERIMETER CABLE

- Schd 40 Steel pipe
-Hot dipped galv

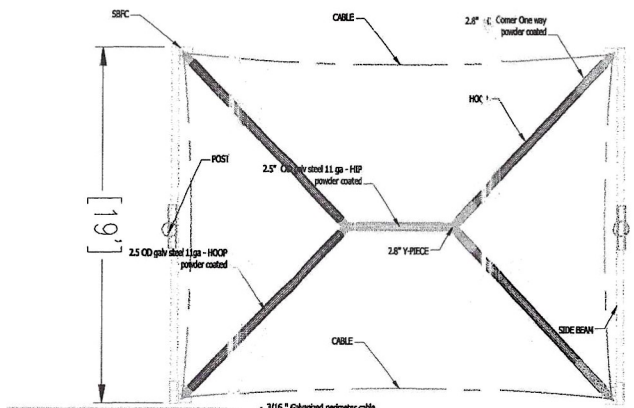


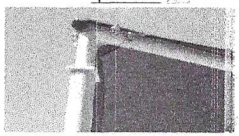
Y PIECE 2.5"



- Schd 40 Steel pipe
-Hot dipped galv

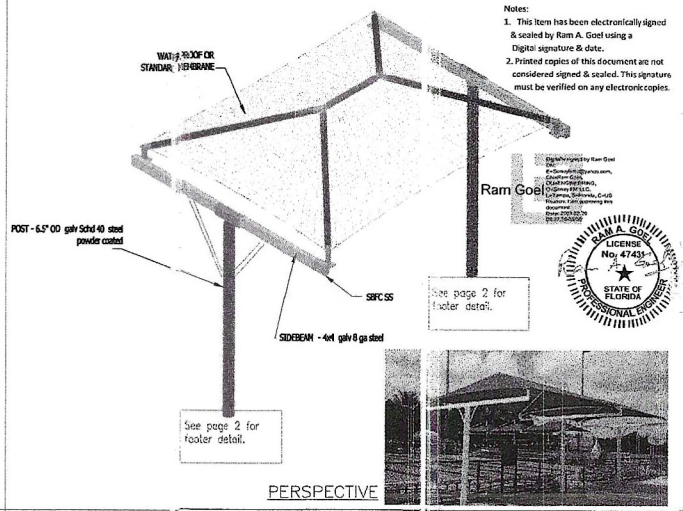
2.1" Stub welded onto Si lebeam





- 3/16 " Galvanized perimeter cable
- Cable must be tensioned
- Secure with (4) 3/16 " galv cable clamps
- Cable will be inserted in the sleeve of the shade cloth
- Cable will be pulled over the "Cable Pins"
- Cable will be tensioned and clamped to keep tension on cloth.

PLAN



Notes:
1. This item has been electronically signed & sealed by Ram A. Goel using a Digital signature & date.
2. Printed copies of this document are not considered signed & sealed. This signature must be verified on any electronic copies.

Ram Goel

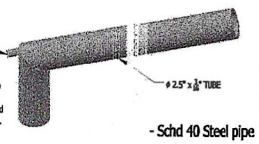
RAM A. GOEL LICENSE No. 47435 STATE OF FLORIDA PROFESSIONAL ENGINEER

PERSPECTIVE

- Schd 40 Steel pipe
-Hot dipped galv



SBFC SS HR



PIN FOR CABLE
- Edge cable will be inserted into the sleeve of the shade cloth.
- Edge cable will be then be pulled over the cable pin and tensioned.

- Schd 40 Steel pipe
-Hot dipped galv

CORNER 1–WAY 2.5

COPYRIGHT
This drawing contains confidential and proprietary CSS Inc. information intended for the recipient only. CSS Inc. reserves all rights by law to protect and claim damages for any abuse, breach of confidentiality or unauthorized disclosure or use.

DESIGN	CSS					
DRAWN BY						
CHECKED BY		SHEET	Page 3			
APPROVED BY		DATE	01/22/2023	BY	APVD	PROJECT No :

Creative Shade Solutions Inc.
719 Wesley Ave
Tarpon Springs
Florida
34689
Tel: (727) 847 2067
Fax: (727) 213 0943
Email: answer@CreativeShadeSolutions.com
Web: www.CreativeShadeSolutions.com

ENGINEER OF RECORD:
SONEY FM LLC OA #0748
10339 Cross Creek Blvd - Suite P
Tampa, Florida
By : Dr Ram Goel PE 047435
Tel : (727) 420 4788
soneyfmllc@yahoo.com

DO NOT SCALE OFF DRAWING
Primary units in inches

Proposed Shade Structures for:
19' x 30' HIP ROOF T STYLE CANOPY

City of Gainesville - Forest Park
Gainesville , FL

CREATIVE
SHADE SOLUTIONS, INC.
Tampa , Florida
(727) 947 3067

Qualification and References :
City of Kissimmee – IFB 2023-002 Bleacher Canopy covers

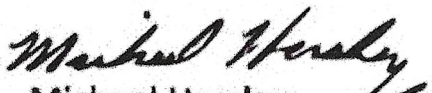
References :

Customer : **City of Gaineville FL** – current
Park and Recreation –

Peter McNiece | Project Manager
Wild Spaces & Public Places
Desk 352-393-8544 | Cell 352-514-8992
Email **McNiecePR@GainesvilleFL.gov**

Customer : **City of St Peterburg FL** – current
Park and Recreation –
Chris Wolfe
Athletics Supervisor II
Parks and Recreation, City of St. Petersbug
(727) 892-5223
Christopher.Wolfe@stpete.org

Customer : Manatee County Schools **FL** – current
School Director Maintenance



Michael Horsley
Project Manager
Buildings Maintenance
941-708-8800 Ext. 44087
FAX 941-708-8844
CELL 941-932-3831

0. Customer : **City of Panama City Beach 2018** – current
Park and Recreation –

Jim Ponek, Director of

Parks and Recreation

City of Panama City Beach

www.panamacitybeachparksandrecreation.com

email **jponek@pcbgov.com**

Work Phone 850 233-5045

Cell Phone 850 819-3035

0. Customer : **City of Largo 2019** – current
Park and Recreation – Several Parks – Playground area
Greg Wright
Assistant Parks Superintendent
City of Largo
Phone 727-587-6740 Ext. 5203
Fax 727-586-7426
Email gwright@largo.com

0. Customer : **City of Safety Harbor 2019** – current
Park and Recreation – Baseball sports complex – Playground area
Andrea Norwood, CPRP
Leisure Services Director
(727) 724-1555 ext 1501

1. Customer : **Manatee County School 2010** – current
Miller Elementary - 601 43rd St W, Bradenton, FL 34209
- Miller Elementary Playground shade canopy – 6 post hiproof 60 x 40 x 14'
Michael Horsley - 941 932 3831

2. Customer : **Pasco County Schools 2012** – current
   Seven Oaks Elementary - 27633 Mystic Oak Blvd, Wesley Chapel
   - Seven Oaks Elementary Playgpound shade canopy – 4 post 38 x 40 x 12'
   Anne Pinna - 727 774 7940

3. Customer : **Collier County Parks and Rec 2011** – current
   Golden Gate Community Park - 4701 Golden Gate Pkwy, Naples
   - Golden Gate Playground shade canopy – 8 post 70 x 35 x 12' :
   Vicky Ahmad 239 252 4047

4. Customer : **City of Pinellas Park - Parks and Rec 2009** – current
   Davis Field Complex - **7651 60th Street North**
   - Davis Fields (5) Bleacher shade canopy 25x25 x 11'
   Dave Bowen – 727 214 7730

5. Customer : **City of St Petersburg - Schools 2013** – current
   Meadow Lawn School - 6050 16th St N, St. Petersburg
   - Meadowlawn (2) bleacher shade canopies 45 x 25 x 12'
   Pem knows these projects
   Loydd Thomas 727 893 7022

6. Customer : **City of St Petersburg - City Parks 2013** – current
   Fossil Park - 6801 9th St N, St. Petersburg
   - Fossil Park (3) bleacher shade canopies various sizes
   - North Shore Pool
   Rebecca Hansen 727 893 7735

7. Customer : **City of Oldsmar FL - 2016** – current
   BMX track bleacher shade
   - BMX track (2) Bleacher Shade canopies 90 x 18 x 18'
   Kathryn Dougherty 813 749 1268

8. Customer : **YMCA Suncoast CLW , FL** - 2016 – current
   YMCA Ridgecrest , Largo - 1801 119th St N, Largo
   - YMCA Playground shade 40 x 80 x 12'
   Tim Ackerman : 727 224 5141

9. Customer : **PAL – Pinellas County - 2014** – 2016
   PAL , Pinellas Park - 3755 46th Ave N, St. Petersburg
   - PAL Basketball court – skate park 40 x 80 x 12'
   Neil Brickfield 727 692 0785

10. Customer : **Dioceses of Pinellas Catholic Schools 2012**
    Nativity School - 705 E Brandon Blvd, Brandon
    - Nativity Shade Sails Playground shade (2) 40 x 40 x 18' H 14' L Sloped shade sail 10" Columns Schd 40
    Robert Martin 813 681 4608

16.7 Installation Contractor experience :

1. Customer : **Manatee County School 2010** – ~~2015~~ 2023
   - Various Manatee County Schools

Miller Elementary - 601 43rd St W, Bradenton, FL 34209
McNeil Elementary - 6325 Lorraine Rd, Bradenton, FL 34202

- Miller Elementary 60 x 40 : $ 21 000
- McNeil Elementry 35 x 30 : $ 15 000

2. Customer : **Pasco County Schools 2012** – current
   - Various Pasco County Schools

     Seven Oaks Elementary - 27633 Mystic Oak Blvd, Wesley Chapel
     Veterans Elementary - 26940 Progress Pkwy, Wesley Chapel, FL

   - Seven Oaks Elementary 38 x 40 : $ 24 000
   - Veterans Elementry 35 x 30 : $ 16 000

3. Customer : **Collier County Parks and Rec 2011** current
   - Various County Parks

     Golden Gate Community Park - 4701 Golden Gate Pkwy, Naples
     North County Parks - 15000 Livingston Rd, Naples

   - Golden Gate 70 x 35 : $ 48 000
   - North County Park 40x40 + 55x 25 : $ 45 000

4. Customer : **City of Pinellas Park - Parks and Rec 2009** – current
   - Various County Parks
     Youth Soccer Complex - **4100 66th Ave. N.**
     Davis Field Complex - **7651 60th Street North**
     Freedom Lake Park - 9990 46th Street N.
   - Youth Park 32x26 : $ 12 000
   - Davis Fields (5) 25x25 : $ 45 000
   - Freedom Lake Park – Replacement canopies $ 3000

5. Customer : **City of St Petersburg - Schools 2013** – current
   - Various County PCS
     Sawgrass PCS - 1815 77th Ave N, St. Petersburg
     Azalea School - 7855 22nd Ave N, St. Petersburg
     Meadow Lawn School - 6050 16th St N, St. Petersburg

   - Sawgrass 30x15 : $ 15 000
   - Azalea 40 x 15 : $ 18 000
   - Meadowlawn 45 x 25 : $ 30 000

6. Customer : **City of St Petersburg - City Parks 2013** – current
   - Various city Parks
     Fossil Park - 6801 9th St N, St. Petersburg
     North East Park - 955 62nd Ave NE, St. Petersburg
     North West Park - 5801 22nd Ave N, St. Petersburg,
     Pur Year Park - 5701 Lee St. NE.St. Petersburg
     CHILDS Park - 4301 13th Ave. S. • St. Petersburg

   - Fossil Park (3) varios sizes : $ 44 000
   - North East Park 40 x 15 : $ 18 000
   - North West Park (6) 15 x 20 : $ 49 000
   - Pur Year Park (4) 15 x 20 : $ 25 000
   - Childs Park 15x20 + 14 x 40 $ 27 000

7. Customer : **City of Oldsmar FL - 2016** – current
   - BMX track bleacher shade
     Sawgrass PCS - BMX track Tampa Road , Oldsmar

   - BMX track (2) 90 x 18 : $ 88 000

8. Customer : **YMCA Suncoast CLW , FL** - 2016 – current
   - Various YMCA locations
     YMCA Ridgecrest , Largo - 1801 119th St N, Largo

   - YMCA 40 x 80 : $ 42 000

9. Customer : **PAL – Pinellas County - 2014** current
   - PAL
     PAL , Pinellas Park - 3755 46th Ave N, St. Petersburg

   - PAL 40 x 80 : $ 36 000

10. Customer : **Dioceses of Pinellas Catholic Schools 2012**
    - Various Schools
      Nativity School - 705 E Brandon Blvd, Brandon
      St Cecelia Catholic School - 1350 Court St, Clearwater

    - Nativity Shade Sails (2) 40 x 40 : $ 40 000
    - St Cecelia various project 40x60 $ 35 000

11. Customer : City of Parkland , FL
    - Pine Trail Park , 10555 Trails End, Parkland
    - Overallping multi level shade sail 90 x 60 : $ 135 000

16.7 Qualifications of Shade Manufacturer :

1. Company history : Creative Shade Solutions is a leader in commercial custom outdoor shade structure, design and fabrication. Our quality, in-house shade structures and tensile sails will provide lasting sun protection for any outdoor areas. Our structures and sails are used all over the USA and Canada to protect and shade

We fabricate and install our own structures. You deal with just one person throughout the buying and installation process. The warranties, if any, are dealt with directly through Creative Shade Solutions, not through a third party vendor.

Our commercial sails and structures are made in Tarpon Springs, Florida. We serve all 50 states and international markets. When it comes to your shade needs, we offer innovative solutions that combine the finest quality and workmanship with the best value. We can custom fit most shade needs.

The Commercial 95 - High Density Polyethylene (HDPE) fabric we use, can block up to 96% of harmful UV rays. It will be 15 to 20 degree cooler under our shade. Our frames are fully engineered and built to withstand 175 mph winds.

We do our own installations for commercial projects throughout Florida including Tampa, Miami, Naples, Orlando, Pensacola.

See **www.creativeshadesolutions.com**

2. Experience : Started in 2001 with GMM shade ports in South Africa – All components were fabricated in Cape Town South Africa and imported into the USA. The steel needed for the posts and framing was purchased in the USA to save on shipping costs. In 2009 I decided to start manufacturing in the USA to have more control over quality and timing.

Local Pinellas county manufacturer, Tarpon Springs, FL.

Our structures and sails are used at:

- PCS Schools, Daycare and Preschool centers - playground and bleacher shade.

- Cities and Counties - Park and Recreation Departments - playground and pool shade.
- Car Wash - vacuum area shade.
- Ballparks or Sport fields - bleacher shade.
- Community pools - pool shade.
- Resorts - beach shade structures.
- Condominiums - carports, covered parking.
- Residential - carports, pool, patio, boats, RV's
- Airports - airport parking.

100% Inhouse manufacturing :

- Steel fabrications
- Powder coating
- Shade cloth fabrication (sewing and patterning)

3. Business License : See attached

4. Name of Local Rep : Werner Furstenberg , 727 455 7604
719 Wesley Ave
Tarpon Springs , FL
Werner@CreativeShadeSolutions.com

5. Engineers detail : Dr Ram A Goel PHD FL PE #47431
17863 Hunting Bow Circle # 102
Lutz , FL

16.8 - Installing Contractor Qualifications :

Same as 1.3A – Creative Shade will do all the installation.

Theodore E Legakis – Contractor CBC125 60 12 - Construction Manager.

1. 10 years installation experience

   Various projects in Florida – see website

2. see 1.3A - Creative Shade – (3) inhouse installation crews.

3. Project list : see 1.3A

   1. Customer : **Manatee County School 2010** – 2015
      Miller Elementary - 601 43rd St W, Bradenton, FL 34209
      - Miller Elementary Playground shade canopy – 6 post hiproof 60 x 40 x 14'
      Michael Horsley - 941 932 3831

   2. Customer : **Pasco County Schools 2012** – current
      Seven Oaks Elementary - 27633 Mystic Oak Blvd, Wesley Chapel
      - Seven Oaks Elementary Playgpound shade canopy – 4 post 38 x 40 x 12'
      Anne Pinna - 727 774 7940

   3. Customer : **Collier County Parks and Rec 2011** – current
      Golden Gate Community Park - 4701 Golden Gate Pkwy, Naples
      - Golden Gate Playground shade canopy – 8 post 70 x 35 x 12' :
      Vicky Ahmad 239 252 4047

   4. Customer : **City of Pinellas Park - Parks and Rec 2009** – current
      Davis Field Complex - **7651 60th Street North**
      - Davis Fields (5) Bleacher shade canopy 25x25 x 11'
      Dave Bowen – 727 214 7730

   5. Customer : **City of St Petersburg - Schools 2013** – current
      Meadow Lawn School - 6050 16th St N, St. Petersburg
      - Meadowlawn (2) bleacher shade canopies 45 x 25 x 12'
      Pem knows these projects
      Loydd Thomas 727 893 7022

   6. Customer : **City of St Petersburg - City Parks 2013** – current
      Fossil Park - 6801 9th St N, St. Petersburg
      - Fossil Park (3) bleacher shade canopies various sizes
      - North Shore Pool
      Rebecca Hansen 727 893 7735

   7. Customer : City of Oldsmar FL - 2016 – current
      BMX track bleacher shade
      - BMX track (2) Bleacher Shade canopies 90 x 18 x 18'
      Kathryn Dougherty 813 749 1268

   8. Customer : **YMCA Suncoast CLW , FL** - 2016 – current
      YMCA Ridgecrest , Largo - 1801 119th St N, Largo
      - YMCA Playground shade 40 x 80 x 12'
      Tim Ackerman : 727 224 5141

   9. Customer : **PAL – Pinellas County - 2014** – current

PAL , Pinellas Park - 3755 46th Ave N, St. Petersburg
- PAL Basketball court – skate park 40 x 80 x 12'
Neil Brickfield 727 692 0785

10. Customer : **Dioceses of Pinellas Catholic Schools 2012**
Nativity School - 705 E Brandon Blvd, Brandon
- Nativity Shade Sails Playground shade (2) 40 x 40 x 18' H 14' L Sloped shade sail – 10" Columns Schd 40

Robert Martin 813 681 4608

4. Business Location : Pinellas County

719 Wesley Ave , Tarpon Springs , FL , 34689
Werner Furstenberg
727 455 7604

5. Creative Shade Solutions will do all the installation
Construction Manager and Owner will supervise EVERY project.

Care of Shade Fabric :

1. Shade Cloth Needs to be tensioned correctly. Recommend that the shade cloth gets re-tensioned every 3 years if needed.
2. Must be removed with any Hurricane warnings / watches in the area.
3. Wash with small pressure washer if needed (no chemicals)

Like many outdoor structures, over time shade fabric can appear to be very dirty. The GALE Pacific range of shadecloth products are manufactured from High Density Polyethylene or HDPE. This material is quite inert to dirt, moisture and some chemicals. This is great, because dirt doesn't stick to the individual yarns in the fabric - additionally, HDPE wont rot like canvas and similar products.
When exposed to dust & moisture, shadecloth may appear grey and look like mildew which gives the appearance that the fabric is rotting. This is not the case; it is the dirt & moisture which is trapped in the knit pattern which gives this appearance. Periodic cleaning of shade fabrics will stop the build-up of dirt particles.
Shadecloth can be cleaned with a weak concentration of non-abrasive pH neutral detergent in warm water (maximum water temperature of 50 degrees centigrade). The detergent must not contain any acidic chemicals or solvents as this can weaken the fabric's resistance against UV radiation. Apply this using a long soft bristled mop or brush and rinse with a strong flow of fresh water.
The best method for cleaning shadecloth may involve removing the fabric and placing this on a smooth flat surface and washing with a high pressure water cleaner at a safe distance away from the fabric. Care must be taken so that the fabric is not damaged during removal, during washing and re-installation. We always suggest to seek advice from the manufacturer of your shade structure and re-install the fabric when it is dry.
There are many different fabric cleaning solutions available, so please check the ingredients of the cleaning solution to see if they contain any halogens (chlorine, bromine, Iodine etc.) or strong alkalines & acids. If you are still unsure, ask the manufacturer or request a Material Safety Data Sheet (MSDS). This will detail all the ingredients of the cleaning solution & which will tell you what solvents, acids or alkaline chemicals are used.

4. No need to re-treat the shade cloth for any fire retardant classifications.

16.9 Factory Certification for Installation :

All installation will be done by Crews from Creative Shade Solutions.

All crew members have 3- 18 years installation experience

ITEM 7.C
Approval to accept sponsorship donation for the 2023 Special Event Festival Series from AdventHealth

Request

Approval to accept sponsorship donations for the 2023 Special Event Festival Series from AdventHealth.

Explanation

The Parks and Recreation Department sent out a request for information (RFI) on October 30, 2022 through the Procurement Division for any individual, business or organization wishing to be a sponsor for the 2023 Special Event Festival Series with the City of Kissimmee. Through that advertisement, the City received a sponsorship in the amount of $10,000 from AdventHealth. This sponsorship will provide funding for 2023 Signature Events, specifically Monumental 4th of July ($7,500) and Festival of Lights ($2,500).

These funds will allow the City of Kissimmee Parks and Recreation Department to host and promote high quality community events that create leisure experiences designed to enhance the quality of life for the City's residents and visitors. In exchange, AdventHealth will be listed as a sponsor in promotional materials and event advertisements.Staff recommends accepting this sponsorship from AdventHealth, amending the budget accordingly and allowing the Department Director to sign any agreements, documents or amendments regarding AdventHealth's sponsorship for 2023.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-504901 00150663-505252 00100366-366001		Increase Increase Increase	$5,000 $5,000 $10,000	

Financial Summary:

Amend the Budget accordingly in Revenue and Expense. Expense accounts for Advertising account 00150663-504901 for $5,000 and Operating Supplies account 00150663-505252 for $5,000.

Recommendation

Approval to accept sponsorship donations from AdventHealth for the 2023 Special Event Festival Series.

REQUESTED CITY COMMISSION ACTION:

Accept

City of Kissimmee

Department: Parks & Recreation
Presenter: Matt Libby

Attachment(s):
1. (S) Sponsorship Agreement AdventHealth Kissimmee

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") is made this _____ day of _____ _____, 2023 by and between the **CITY OF KISSIMMEE,** a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 referred to as ("CITY") and **Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Kissimmee** C/O BU-30000 OU-3000 Dept-674300, a Florida not for profit corporation, having offices at 2450 N Orange Blossom Trail, Kissimmee, FL 34744, hereinafter referred to as ("SPONSOR") collectively hereinafter referred to each a "Party" and together the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, CITY published RFI 22-032 on October 28, 2022 seeking sponsors for the 2023 festivals and events held at the Kissimmee Lakefront Park and Kissimmee Civic Center of Lights (hereinafter "RFI"); and

WHEREAS, CITY selected SPONSOR's response to RFI in accordance with CITY Policy 504, Event and Program Sponsorships; and

WHEREAS, the Parties desire to enter into a sponsorship agreement for two (2) events: the Monumental Fourth of July and Festival of the Lights events for the 2023 calendar year; and

WHEREAS, the Parties value this Agreement at $10,000; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which are hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **TERM.** The term of this Agreement begins on the date of execution of the last party to this Agreement and ends at the conclusion of the 2023 edition of the City's Festival of the Lights. SPONSOR shall have a right of first refusal to renew this Agreement for the 2024 editions of the City's Monumental Fourth of July and Festival of the Lights Events. SPONSOR shall exercise its option to renew this Agreement for one (1) additional year by January 5, 2024.

3. **SPONSOR RESPONSIBILITIES:**

A. Pay $7,500 to CITY on or before June 5, 2023 in consideration for a "Monumental Music Sponsorship" for the CITY's Monumental Fourth of July Event. CITY will send an invoice to SPONSOR on or before May 5, 2023.

B. Pay $2,500 to the City on or before November 15, 2023 in consideration for a sponsorship further defined in Section 5 below for the CITY'S Festival of the Lights Event. CITY will send an invoice to SPONSOR on or before October 16, 2023.

4. **CITY RESPONSIBILITIES FOR MONUMENTAL FOURTH OF JULY EVENT:**

A. Display SPONSOR's branding by using a variation of banners, real estate signs, and feather banners surrounding each of the mini staging areas (hereinafter "Pop-ups"). CITY anticipates at least three (3) Pop-ups will be present during the CITY's Monumental Fourth of July Event. Pop-ups will feature local entertainers who will perform during the CITY's Monumental Fourth of July Event.

B. Engage in a customized social media advertising campaign promoting Pop-ups, which includes:

i. At least three (3) individual posts on the City's Monumental Fourth of July Facebook Event's page which reference each individual Pop-up and its programing. Such posts will include the phrase, "Sponsored by AdventHealth," and include a call to action consisting of an invite to attend the programming at each individual Pop-up or a link to City's website for more information.

ii. At least one (1) post thanking SPONSOR for its sponsorship of Pop-ups on CITY'S Facebook page.

iii. At least three (3) stories posted to CITY'S Instagram page which reference each individual Pop-up and include the phrase, "Sponsored by AdventHealth."

C. Include SPONSOR'S logo on flyers, save the dates, and website postings related to CITY's Monumental Fourth of July Event.

D. Mention SPONSOR during any radio advertisement related to CITY's Monumental Fourth of July Event.

E. Provide SPONSOR with a designated space for advertising and marketing purposes at CITY'S Monumental Fourth of July Event.

F. Provide SPONSOR with five (5) business days to approve any use of SPONSOR'S branding or logo and any reference to SPONSOR in any radio advertisement or social media communication related to CITY'S Monumental Fourth of July Event.

5. **CITY'S RESPONSIBILITIES FOR FESTIVAL OF LIGHTS EVENT:**

A. Mention SPONSOR in every promotion for City's Festival of Lights Event, including but not limited to, radio and newspaper ads, social media postings, and other forms of digital advertising.

B. Display SPONSOR's branding at the Letter for Santa and Ornament Decoration stations.

C. Provide permission for SPONSOR to enter one (1) float consisting of SPONSOR'S ambulance accompanied by SPONSOR's employees on foot in City's Festival of Lights Event Parade free of charge. SPONSOR may provide promotional material and treats to parade attendees.

D. Provide SPONSOR with five (5) business days to approve any use of SPONSOR'S branding or logo and any reference to SPONSOR in any radio advertisement or social media communication related to CITY'S Festival of Lights Event.

6. **LICENSE.** Subject to the terms and conditions hereof, SPONSOR hereby grants to CITY a worldwide, non-exclusive, non-transferable, royalty-free, fully paid-up, revocable license to utilize the AdventHealth Marks (as defined below) and as described in the attached Exhibit A solely in connection with the applicable Promotion and solely during the applicable Promotion Period. CITY will use the AdventHealth Marks in the form provided and in conformity with such quality standards and specifications as SPONSOR deems necessary or appropriate to protect its rights in the AdventHealth Marks. The Parties agree that use of the AdventHealth Marks shall not grant to CITY or any third party any right, title or interest in or to the AdventHealth Marks and that all use of the AdventHealth Marks (including all goodwill associated therewith) shall inure solely to the benefit of SPONSOR. For all materials containing any AdventHealth Marks, including all promotional, advertising, marketing, display and other materials, inventions, ideas, works, marks, deliverables and other content, in any media or formats now known or developed in the future ("Materials"), CITY shall submit to SPONSOR, for its written approval, any and all Materials that CITY creates or retains others to create on its behalf, reasonably prior to the anticipated first public release or availability date of such Materials. CITY shall not use, reproduce, perform,

display, publish, adapt, modify, sell, license, sublicense, broadcast, transmit, distribute, exhibit, disseminate or otherwise exploit such Materials through or by means of any media, formats or other means now known or developed in the future (collectively, "Use") in any manner without SPONSOR'S prior written approval. No approval by SPONSOR pursuant to this Section shall be deemed to be a statement or opinion by SPONSOR that such Materials comply with any applicable laws, regulations or rules.

A. All rights with respect to the AdventHealth Marks not specifically granted in this Agreement will be and hereby are reserved to the respective owner. Upon expiration or termination of this Agreement, all licenses granted herein shall terminate.

B. CITY acknowledges that SPONSOR is a nonprofit health care system established to further AdventHealth's mission and the health ministry of the Seventh-day Adventist ("SDA") Church ("Mission"). Team agrees to collaborate in advance with SPONSOR to make reasonable efforts to accommodate SPONSOR'S requests regarding matters pertaining to the Mission. These include not locating alcohol, gambling/lottery, and tobacco product signage branding or other promotions near Sponsor Marks. Except for CITY'S ownership of Marks and SPONSOR'S ownership of Marks, SPONSOR shall own all rights, title, and interests in the promotional advertising, marketing, and other materials, in any media or format, created by SPONSOR.

C. Except as expressly provided in this Agreement, CITY shall not have the right to sublicense AdventHealth Marks or any of its rights under this Agreement without the prior written consent of SPONSOR'S which consent may be withheld in the sole discretion of SPONSOR.

7. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause in the event of any breach by the other party of the conditions set forth in this Agreement, including any non-performance of duties, a Party's Designated Representative may send a certified letter to the other party requesting that other party show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the Party seeking termination within fifteen (15) days of the receipt by the other party of said show cause notice, the Party seeking termination may consider the other party to be in default, and may immediately terminate this Agreement.

8. **TERMINATION FOR CONVENIENCE.** The Parties reserve the right to terminate the Agreement in whole or in part, by giving the other party written notice at least thirty

(30) days prior to effective date of termination. All other rights and duties of the parties under the Agreement shall continue during such notice period, and Parties shall continue to be responsible to the other party for any obligation to the extent such responsibility has not been excused by breach or default the other party.

9. **INDEMNIFICATION.** To the extent permitted by law, SPONSOR hereby releases and waives all claims against CITY, its officers, employees, agents, independent contractors for any injury or damaged to the person, property, or business of SPONSOR agents, employees, or other persons, for which injury or damaged results from any act, neglect, occurrence stemming from SPONSOR's performance of the AGREEMENT. Nothing in the agreement shall be construed as a waiver of CITY'S statutory sovereign immunity pursuant to Section 768.28, Florida Statutes. SPONSOR agrees to indemnify and hold harmless CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from SPONSOR performance of the Agreement or any breach or default of SPONSOR. This provision shall remain in effect even after the termination of the Agreement.

10. **NONDISCRIMINATION.** SPONSOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

11. **NONASSIGNMENT.** SPONSOR shall not, without prior consent of CITY, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at CITY'S option. SPONSOR'S interest in this Agreement is not assignable by operation of law.

12. **APPLICABLE LAWS.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

13. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each party waives the right to attorney's fees in any action to enforce this Agreement.

14. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right, or remedy CITY may have, or future rights to enforce compliance.

15. **NOTICES.** CITY designates the Department Head of the Parks and Recreation Department to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City: Attention: Director, Parks and Recreation Department City of Kissimmee 101 Church Street Kissimmee, Florida 34741	Notice to SPONSOR: AdventHealth Kissimmee 2450 N. Orange Blossom Trail Kissimmee, FL 34744 Attn: CEO/President With a copy to: AdventHealth 900 Hope Way Altamonte Springs, FL 32714 Attn: Legal Department

16. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

17. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

18. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

19. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

20. **PUBLIC RECORDS.** SPONSOR acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

21. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

22. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and regulations at all times.

23. **FORCE MAJEURE.** Neither Party shall be responsible for cancellations or delays to City's Monumental Fourth of July and Festival of the Lights Events caused by Force Majeure or other events beyond the control of the other Party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure cancel either the City's Monumental Fourth of July or Festival of the Lights Events, SPONSOR shall receive a fifty (50) percent refund of any monies paid in consideration for sponsorship rights for the event which was cancelled.

EXHIBIT A

AdventHealth Marks

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Kissimmee ("SPONSOR")

By: _____

Name: Laurren Lunsford

Date: 6/22/23

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 22nd day of June, 2023, by Laurren Lunsford as Representative for AdventHealth who is ☐ personally known or ☑ produced the following identification: D.L.

Seal: NOTARY PUBLIC STATE OF FLORIDA ANDREA CAMPBELL Commission # GG 924785 Expires February 21, 2024 Bonded Thru Budget Notary Services

Andrea Campbell

Signature of Notary Public

CITY OF KISSIMMEE, a municipal corporation

By: _____ Date: _____
Olga Gonzalez, Mayor

Attest: _____ Date: _____
Linda Hansell, City Clerk

Approved as to form and legality.

By: _____ Date: _____
Olga Sanchez de Fuentes, City Attorney

ITEM 7.D
Approval of the City of Kissimmee Strategic Plan for FY 2024

Request

Request approval of key components from the City of Kissimmee Strategic Plan for the 2023-24 fiscal year.

Explanation

The City Commission holds an annual planning retreat to develop priorities and a vision that forms the City of Kissimmee's Strategic Plan.

The draft Strategic Plan was developed from this year's annual planning retreat held in January. The retreat identified and ranked both Policy & Management Targets for Action for fiscal year 2023-24 as well as five- and fifteen-year long-term goals and visions for the City.

As part of the overall planning process, each City department will also identify strategies to be carried out during the 2023-24 fiscal year; all Strategies & Initiatives will directly support the Commission's short- and long-term vision.

The approved Targets for Action will be utilized in preparing the budget for the upcoming fiscal year.

Recommendation

Staff recommends approving the 2023-24 Fiscal Year's Commission Action Agenda and Strategic Plan components created by the City Commission during the City's annual planning retreat held in January 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. City of Kissimmee Strategic Plan FY 2024

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STRATEGIC PLANNING FOR THE CITY OF KISSIMMEE

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Strategic Planning Model for the City of Kissimmee

Value-based principles that describe the preferred future in 15 years	**VISION**	**Destination** **"You Have Arrived"**
Strategic goals that focus outcome-based objectives and potential actions for 5 years	**PLAN**	**Map** **"The Right Route"**
Focus for one year – a work program: policy agenda for Mayor and Commission, management agenda for staff; major projects	**EXECUTION**	**Itinerary** **"The Right Direction"**
Principles that define the responsibility of City government and frame the primary services – core service businesses	**MISSION**	**Vehicle** **"The Right Bus"**
Personal values that define performance standards and expectations for employees	**CORE BELIEFS**	**Fuel** **"The Right People"**

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KISSIMMEE
VISION 2038

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Kissimmee Vision 2038

KISSIMMEE 2038: It's

Our VIBRANT DOWNTOWN AND LAKEFRONT **(A)**

Our LIVABLE NEIGHBORHOODS **(B)**

Our DIVERSE LOCAL ECONOMY **(C)**

Our SAFE AND ATTRACTIVE COMMUNITY **(D)**

Our INCLUSIVE FAMILY-ORIENTED COMMUNITY **(E)**

HOMETOWN PRIDE IN KISSIMMEE. **(H)**

Make us UNIQUE!

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Kissimmee Vision 2038

PRINCIPLE A

VIBRANT DOWNTOWN AND LAKEFRONT

- **Means**
  1. Preservation of historic businesses/buildings and community heritage
  2. Gathering place for people: alive vibrant day and evening
  3. Recreation opportunities with trails, boating, water park, fishing, etc.
  4. Connected Downtown and Lakefront that is walkable and safe for pedestrians with micro-mobility options
  5. Clean and attractive Lake Toho with public access and enjoyment, including marina, restaurant(s), recreational boating, “party” boat for cruising the lake, etc.
  6. Arts and cultural facility and activities in Downtown with art festival(s)
  7. Lakefront Park with band shell for performance and events
  8. Multi-cultural events, arts, performance and entertainment experiences
  9. Unique sense of place with colorful and distinctive lights and signage

PRINCIPLE B

LIVABLE NEIGHBORHOODS

- **Means**
  1. Neighborhoods with parks, community centers and schools
  2. Well-designed and well-maintained neighborhood infrastructure: public and private
  3. Strong community pride with neighbors working together
  4. Increased single-family homeownership
  5. Range of quality housing options: types and price points
  6. Reduced cut through traffic impacting neighborhoods
  7. Effective public transportation system that is safe, reliable and responsive to our community needs
  8. Fewer neighborhood apartment complexes
  9. Quality rental homes that are livable and well maintained
  10. Connectivity to bike trails and parks

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PRINCIPLE C

DIVERSE LOCAL ECONOMY

- **Means**

1. Major General Aviation Airport serving corporations and businesses with a modern Tower
2. Variety of aerospace businesses surround the Airport
3. Higher wage job opportunities available in Kissimmee
4. Manufacturing businesses located in Kissimmee
5. Major Medical District with medical and healthcare businesses and providing quality job opportunities
6. Downtown as a Government Center for Osceola County and City of Kissimmee
7. Expanded eco-tourism and access to Lake Toho and Shingle Creek, including water transportation
8. Proactive marketing Kissimmee to businesses and tourists

PRINCIPLE D

SAFE AND ATTRACTIVE COMMUNITY

-

1. Attractive, well-lighted neighborhoods
2. Buildings consistent with City's design standards
3. Residents partnering and involved in creating a safe community
4. Visible Police patrol throughout our community
5. Partnership with mental health organizations and Osceola County to serve our community needs
6. Community trusting the City and Police
7. Enhanced holiday experiences through activities and lighting
8. Minimal panhandling impacting the perception of safety and attractiveness
9. Partnering with County and community-based organizations to address chronic homeless and human services needs
10. Expanded use of technology contributing to a safe community

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PRINCIPLE E

INCLUSIVE FAMILY-ORIENTED COMMUNITY

▶ Means

1. Everyone feels welcome regardless of race, color, religion, age, sex, handicap, family status, national origin or sexual orientation
2. Neighbors building relations with neighbors
3. Maintaining a City workforce that's reflect the community demographic
4. Residents contributing to our Kissimmee community
5. Recreations and leisure services and programs for all
6. Community events drawing people together
7. Strong community organizations with active participation
8. Local governments, nonprofit and faith-based community cooperating for a better Kissimmee
9. Family-oriented businesses and experiences for all generations
10. Sense of belonging in our community

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KISSIMMEE CITY GOVERNMENT: OUR MISSION

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Kissimmee City Government: Our Mission

The Kissimmee City Government Mission is

to provide Top-Quality Municipal Services [(1)],

to have Top-Quality Facilities and Infrastructure [(2)],

to be Financially Strong and Sustainable [(3)] and

to have an Engaged and Informed Community [(4)].

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Kissimmee City Government
Mission Guiding Principles

PRINCIPLE 1

TOP-QUALITY MUNICIPAL SERVICES

- **Means**
  1. Top-quality City workforce dedicated to serving the Kissimmee community
  2. High level of customer satisfaction
  3. Timely City response – emergency and non-emergency
  4. Solving problems in a timely manner
  5. Looking for “yes”, take time to say explain “no”
  6. Top-quality core City services
  7. Employees having the tools and resources to do their job
  8. Empathy and respect for the customer, acting with integrity
  9. Mayor and City Commission support for City organization

PRINCIPLE 2

TOP-QUALITY FACILITIES AND INFRASTRUCTURE

- **Means**
  1. City investing in the future
  2. Well-designed, well-built and well-maintained City Hall and facilities
  3. Well-designed, well-built and well-maintained streets, sidewalks, trails, parking garages
  4. Effective City lighting
  5. Secure City facilities, buildings
  6. Effective capital/facilities planning and funding mechanism
  7. Well-designed, well-built and well-maintained parks
  8. Effective stormwater management protecting the residents from flooding
  9. Effective solid waste collection and disposal

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PRINCIPLE 3

FINANCIALLY STRONG AND SUSTAINABLE

▶ Means

1. Adequate resources to support defined City services and levels of services
2. Clean financial audit – no findings
3. Financial planning for the future
4. Leveraging City resources through grants and partnerships
5. City services delivered in an efficient, cost-effective manner
6. Reserves consistent with City policies and national standards
7. Responsible City tax rate
8. Up to date financial reporting system
9. Strong bond rating

PRINCIPLE 4

ENGAGED AND INFORMED COMMUNITY

▶ Means

1. Communicating through multiple languages
2. Educating residents about City government and community
3. Residents involving on boards, committees, task force with defined mission/assignment
4. Use multiple modes: television, social media
5. Seeking and using community input beyond special interest
6. Residents understanding the value of City services
7. Mayor – City Commission and City Departments having visible presence in community

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CITY OF KISSIMMEE
PLAN FOR 2023 – 2028

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City of Kissimmee
Goals for 2028

Stronger Kissimmee Economy with More Quality Jobs

Livable Community for all

Best Services, Financially Sound City

Effective Transportation System Growth

Vibrant Downtown & Beautiful Lakefront

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Goal 1
Stronger Kissimmee Economy and More Quality Jobs

OBJECTIVES

1. Develop the Kissimmee Gateway Airport as an "economic engine", including expansion of Aerospace Advancement Initiative
2. Expand marketing and promotion for Kissimmee as an outstanding choice for business investment and development
3. Annex the Main Street/U.S. 441 corridor
4. More new businesses with higher paying, value-added job opportunities
5. Strive to become the largest Medical Arts District in Central Florida

VALUE TO RESIDENTS

1. Maintain low tax level for homeowners.
2. Ability to work close to home – more free time.
3. Opportunities to develop and grow your business.
4. Jobs for you and your children.
5. Convenience: shopping, professional services.

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SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Meeting housing needs for workforce
2. Continuing the momentum for business development and job creation at Kissimmee Gateway Airport
3. Attracting businesses with higher paying jobs
4. Securing dollars from Experience Kissimmee for tourism development projects
5. Lack of availability of workforce
6. Perception of panhandling and the impact on economic development and business investment
7. Supporting Osceola Regional Hospital and Advent Health Kissimmee; and growth in health/medical related businesses
8. Hiring an experienced Economic Development Manager

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Working with developers to create mixed-use developments that add value to our community
2. Developing facilities and programs for sports tourism
3. Actions by the State of Florida impacting economic development and business investment
4. Attracting hotel(s) to Kissimmee
5. Developing the Beaumont property
6. Outdated buildings replaced rather than renovated
7. Expediting the development processes for new major development projects
8. Challenging local economy (labor shortage; supply shortages; lack of higher-end housing inventory; misinterpretation of land values; mistrust of County government)
9. Uncertainty of the economy and pending “recession” declaration

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POLICY ACTIONS 2023

1. Tourism Development Tax (TDT): Review, Secure Dollars for Kissimmee and City Action Steps — TOP PRIORITY
2. Hotel and Conference Center/Civic Center: RFQ, Direction and Action Plan with Milestones — TOP PRIORITY
3. Job Training and Workforce Development: City Role, Supporting Partners with the Responsibilities/Mission — HIGH PRIORITY
4. Economic Development Policy/Programs/ Action Plan: Hire New Economic Development Managers, Review Current Policies and Programs, Report on Policies and Programs, Direction and Develop Short-Term Action Plan
5. 192 Corridor Revitalization: Hire CRA Project Manager, Street Light Replacement Program Implementation, Address Pioneer Project Grants (1-2) and Façade Grants Program Implementation
6. Entertainment Business Attraction Strategy/Action Plan: Outcomes, Report with Options, Direction and City Actions

MANAGEMENT ACTIONS 2023

1. Airport Control Tower: Advocacy, Grant for Environment Study and Design — TOP PRIORITY
2. Fieldhouse at Lancaster Park and Sports Tourism: Definition of Concept, Investigation Options, Report and Direction — TOP PRIORITY
3. Airport Fire Station #5 at Kissimmee Gateway Airport: Complete Design, Award Contract and Begin Construction — HIGH PRIORITY
4. Airport Economic Development Projects (4): Completion — HIGH PRIORITY
5. Airport Master Plan: Completion and Phase 1 Implementation Plan Direction
6. Dyer Boulevard Parcel 8 Development (FDOT $560K): Complete Design and Construction Funding
7. Cirrus Manufacturer Customer Service: Funding for Infrastructure
8. Hangars along Patrick Street Redevelopment: Direction and Construction
9. NEO-City Development: Monitoring and Update Reports

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MANAGEMENT IN PROGRESS 2023

1. Medical District Expansion: Marketing Enhancement and Update Reports to City Commission
2. Small Business Development Program: Implementation
3. Business Coaching Growth Wheel: Implementation
4. Business Retention Program: Implementation
5. Business Recruitment Program: Implementation
6. Aerospace Advancement Initiative: Marketing
7. Taxiway "D" Pavement and Lighting Rehabilitation: FAA Grant Application and Design Completion

MAJOR PROJECTS 2023

1. Beaumont Development – Phase 1: Construction
2. Taxiway Echo Pre-Start Maneuvering: Construction
3. Secondary Weather Station to Support Air Traffic Control (FDOT $375K): Installation.
4. Business Park Hangar: Complete Designs and Initiate Construction.
5. Aviator College Hangar Expansion Project: Completion
6. MACH 1 Hangar: Completion
7. Sheltair Aircraft Hangars: Completion

ON THE HORIZON 2023 – 2028

1. U. S. Customs Office at Airport: Advocacy
2. Commercial Air Service: Update Report, Direction and City Actions
3. Business Survey: Concept, Process and Completion

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Goal 2
Livable Community for All

OBJECTIVES

1. People feeling safer and more secure
2. Provide housing and service options for homeless in our community
3. Expand recreational and leisure activities and experiences
4. Having the capacity to serve growth before development (infrastructure and services)
5. Have strategic partnerships and investments to respond to our community needs

VALUE TO RESIDENTS

1. Family-friendly Kissimmee.
2. Affordable recreational and leisure.
3. Protects property values.
4. Quality development – individuals willing to invest in Kissimmee.
5. Places for all incomes to live in Kissimmee.

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SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Low-income families and individuals living in “hotels”
2. Addressing problems associated with chronic homeless
3. Availability, affordability and costs of childcare
4. Growth in the County impacting the City of Kissimmee
5. Lack of defined affordable housing with our community
6. Landlords working with City
7. Lack of entertainment options – things to do in Kissimmee for our residents
8. High price of rentals and lack of rental units

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Defining affordable and workforce housing concepts and the City’s role
2. Partnering with Osceola County, especially taking responsibility for their defined government mission
3. Aging homes and buildings impacting property values and business investments
4. Lobby for State to step up management of Lake Toho, or work with County on water quality and invasive plant management
5. Working poor families
6. Burden of service responsibilities shifting to City governments
7. Working with the transient population and issues that arise from the residents and business owners.
8. Decreasing overall crime rate
9. Preservation of Green Space for Parks, playgrounds and athletic facilities
10. Impacts of short-term rental on housing options

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POLICY ACTIONS 2023

1. Housing Project for Low-Income Families and Homeless: Definition, Purchase Building and Partnership RFP and Agreement for Operations — TOP PRIORITY
2. Housing Project on TWA Property: Environmental Clean-Up and Project Direction — TOP PRIORITY
3. Affordable Housing Committee: Complete Recommendations, Direction, City Role and Implementation — TOP PRIORITY
4. Youth Services/Programs: Needs Assessment, Current Programs, Report with Findings and Enhancements, Direction and Funding — HIGH PRIORITY
5. Senior Services/Facility: Needs Assessment, Partners, City Role, Direction and Funding
6. Community Unity/Building Strategy: Outcomes, Best Practices, Report with Findings and Options, Direction and City Actions

MANAGEMENT ACTIONS 2023

1. Park Place/Dillingham Apartments: Monitoring Construction — TOP PRIORITY
2. Mosaic Development: Second Sub-Phase of Phase 1 and Phase 2: Concept Approval — TOP PRIORITY
3. Mixed-Use Development (Ruby, Emmet and Broadway): Monitoring Project and Direction on Support from the City Pioneer Grant — HIGH PRIORITY
4. Noise Ordinance: Prepare Draft and Adoption — HIGH PRIORITY
5. Sign Code: Prepare Draft and Adoption
6. 10-Year Water Supply Plan Update: Completion and Adoption

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MANAGEMENT IN PROGRESS 2023

1. Low- and Moderate-Income Household Home Rehabilitation
2. Virtual Inspection System: Implementation
3. Tree City USA Designation: Submit Application
4. New Recreation Program: Development and Implementation
5. Demolition: Homes/Buildings: Continuation
6. Affordable Housing Rehabilitation/New Construction on Infill Lots
7. E311 Services: Direction, Funding and Program Development

MAJOR PROJECTS 2023

1. Lancaster Ranch Park Phase 1 Development: Design and Construction
2. Citywide Security Initiative: Complete Camera Installations
3. Lancaster Loop Trail: Begin Construction
4. Community Gardens at Quail Hollow: Construction
5. New Pavilion and Amenities at Oak Street: Construction
6. Batting Cages and Bull Pens at Fortune Road: Completion
7. Rose Hill Fencing and Storage Unit: Completion
8. Basketball Courts Resurfacing: Completion
9. WiFi at the Kissimmee Lakefront Park: Completion
10. Shingle Creek Regional Trail Camera and Solar Lighting: Completion
11. Kissimmee Civic Center Stronger Bandwidth for Client Streaming Video: Completion
12. Woodside Drainage Project: Construction
13. Renee Terrace Drainage Project Phase 2: Construction
14. Vine Street Lights Replacement: Completion
15. Central Avenue Project: Grant Funding and Construction
16. Columbia Project: Complete Street Design
17. Hoagland Boulevard Project Compete PDE
18. Connect Kissimmee: Design and Construction
19. Mental Health Facility: Construction

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ON THE HORIZON 2023 – 2028

1. Lakeside Community Center: Design
2. Parks Master Plan Update: Funding and Completion
3. Stormwater Master Plan for Vine Street: Development
4. Lakefront Park Enhancements –Direction and Funding
    - Park Venues – Teens and Adults
    - Land Acquisition
    - Pavilion/Band Shell
5. Nuisance and Abandoned Building Ordinance: Revision and Adoption
6. Community Events and Festivals Enhancement/Expansion: City Role, Partnerships/Sponsorships, Evaluation, Direction and Funding
7. North Lake Toho Water Quality: Advocacy and Corps of Engineers Funding for Project and Initiating Clean-Up Project
8. Code Enforcement Enhancement/Citations: Problem Analysis/"Frequent Flyers", Direction and City Actions
9. Incentive for Redevelopment Policy/Programs: Review and Revision

ON THE HORIZON 2023 – 2028

10. Council on Aging Funding Direction: County Funding and City Funding
11. City Streets Lighting Policy/Program: Review, Direction and Funding
12. Stormwater Management Plan/Program Enhancement: Review, Direction and Funding
13. Berlinsky House – Replacement: Complete Final Design, Direction on Funding for Cost Estimate and Next Steps
14. Digital Divide Reduction Strategy/Action Plan: Outcomes, Best Practices, Report with Options, Direction and Funding
15. Beaumont Redevelopment Site: Working with Master Developer on Development Project
16. Tree Fund for New and Replacement Trees in Public Places: Funding Direction and Implementation
17. Mandatory Public Art Requirement with All Development: Options, Direction and Adoption, Nursery Funding
18. Strategic Land Acquisition: Purposes, Direction, Funding and Implementation

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Goal 3
Best Services, Financially Sound City

OBJECTIVES

1. Build and maintain City infrastructure, facilities and equipment
2. Maintain strong financial reserves consistent with City policies and national standards and use to achieve strategic goals
3. Maintain a “AA+” bond rating
4. Upgrade City facilities to support service delivery
5. Continue high level of citizen satisfaction with quality City services
6. Provide adequate and diverse revenues to support City services and service levels
7. Continue to invest in Kissimmee future and growth in tax base

VALUE TO RESIDENTS

1. Value for your tax dollars.
2. Responsible financial management by the city.
3. Employees enjoy serving you.
4. User-friendly staff.
5. Trust and confidence in the city.

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SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Developing partnerships to address community issues like mental health, homeless and human services – getting County government to take the primary responsibility for these services
2. Retention and replacement of a top-quality City workforce dedicated to serving the Kissimmee community in a very competitive employment environment
3. Keeping the focus on City mission and core services
4. More grants and outside funding sources for cities and community organizations, and City resources to "match" and manage grants
5. Actions by the State of Florida impacting City finances, services, and home rule, revenue options
6. Resolving issues with Fire Station 14 service area
7. Increasing Mayor and Commissioner advocacy with Osceola County
8. Funding for Aging City facilities and infrastructure with deferred projects and the need for repairs and replacement, and operations and maintenance

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Pressure from firefighters for significant salary increases and benefits and how to pay for them and the impact on internal pay equity
2. Increasing operating costs: pension, healthcare, medical supplies, raw materials, fuel/energy
3. Willingness to increase taxes and fees to address service needs and staffing
4. Balancing expenditures with available revenues
5. Expanding revenue stream options for the City, including Impact Fees, Fire Assessment Fees, etc.
6. Growing the City tax base through effective Economic Development Programs
7. Growing workload and the funding for additional staff positions
8. Growing population inside and outside the city, coupled with numerous road improvement projects, resulting in an increase in traffic congestion which affects response times
9. Addressing commercial solid waste services
10. Cyber and information security challenges
11. Community organizations looking to the City for major funding support
12. Flexible work schedules have helped to improve recruiting
13. Creating an effective on-boarding process to ensure employees have all the tools, equipment and access required to perform their duties.

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POLICY ACTIONS 2023

1. Fire Station 14 Service Area: Discussion with Osceola County, Direction and Implementation — TOP PRIORITY
2. City/County Services Collaboration: Key Issues, Direction and City Actions — TOP PRIORITY
3. Mayor-City Commissioner Accounts: Concepts, Guidelines, Direction and Funding — TOP PRIORITY
4. Human and Social Services: Policy Direction, City Role and Funding Direction — HIGH PRIORITY
5. City Charter Update: Key Issues, Direction, Process and Decision
6. Road Resurfacing: Service Level and Funding Direction
7. Proactive City Communications: Outcomes, Best Practices, Report with Options, Direction and Funding

MANAGEMENT ACTIONS 2023

1. City Jobs Program: Creation and Implementation — TOP PRIORITY
2. Fire Union Labor Negotiations and Contract: Direction, Contract Approval and Funding Mechanism — TOP PRIORITY
3. Management Succession Planning and Program: Development, Options and Direction — TOP PRIORITY
4. Emergency Management Plan: Review and Refinement — HIGH PRIORITY
5. Fleet Space and Staffing: Study and Direction — HIGH PRIORITY

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MANAGEMENT IN PROGRESS 2023

1. Commercial Solid Waste Services: Implementation
2. Cyber Security: Implementation
3. Supervisory Training: Implementation
4. Share Point City Net Site Phase 2: Implementation
5. Hurricane Reimbursements
    a. Irma
    b. Dorian
    c. Ian
6. APWA Accreditation: Completion
7. Fire Services: Accreditation: Completion
8. Stormwater Master Plan – Phase 2: Completion
9. CRA Website Update: Completion
10. FY 2022 Audit: Completion
11. Onboarding Process: Creation
12. Safety Training: Implementation
13. Tyler EnerGov Community Development Software Suite Refinement: Completion
14. Facilities Maintenance Plan: Implementation
15. ADA Transition Plan – Quadrant 3 and Quadrant 4: Completion
16. Performance Evaluation System: Restructure Completion
17. Civic/City Education Programs Expansion: Goals, Best Practices, Direction and City Actions
18. City App – Self-Service Reporting Portal: Development
19. GASB 96: Implementation
20. EnerGov Impact Fee Reporting Process: Complete Enhancements

MANAGEMENT IN PROGRESS 2023 (continued)

21. New LOGERX Reporting for ACFR Reporting to the State: Implementation.
22. Tyler Cashiering to Tyler Pay: Complete Transition
23. Formal Munis Bootcamp including Live Monthly Trainings: Implementation
24. GFOA Distinguished Budget Award: Receive
25. Budget on Munis Software: Completion
26. e-Procurement Enhancement: Completion
27. Active Shooter Incident Response by Fire: Implementation
28. Automated Recruiting Processes: Refinement: Completion
29. Cisco Emergency Responder: Implementation
30. Core Switch Replacement: Completion
31. Tyler 311 and Tyler Pay Implementation
32. Telecommunication Conversion from PRI to SIP: Completion
33. Video Storage and Server Hardware Replacement: Completion
34. Chambers Park Fiber: Completion
35. Security and Information Event Manger Software Replacement: Completion
36. Security Cameras at Lakefront Park and Walking Trails: Completion
37. Data Conversion of Body Worn Camera Data: Completion
38. Tyler 311 and Tyler Pay Implementation: Completion
39. Telecommunication Conversion from PRI to SIP: Completion
40. Annual Computer Replacements: Completion

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MANAGEMENT IN PROGRESS 2023 (continued)

41. Updating GIS Planimetrics from Aerial Photography: Completion
42. Upgrading Telestaff Software: Completion
43. KnowBe4 Security Campaign: Implementation
44. Mobile Command Bus Replacement: Completion
45. Stormwater Master Plan Assessment Project: Completion
46. Electric Vehicle Pilot Project: Report, Direction and Funding

MAJOR PROJECTS 2023

1. City Hall Addition: Construction
2. Pavilion at the Public Safety Training Center: Finalize Design and Construction
3. Police Women's Locker Room Renovation: Completion
4. SWAT Room for Health and Wellness Coordinator Renovation: Completion
5. Vehicle Storage Building at Training Facility: Completion
6. Bermuda Estates Drainage Improvement Project: Completion
7. City Generator Replacement Projects: Completion
8. Citywide Facility Roof Repair Projects: Completion
9. City Car Wash Facility Project: Construction

ON THE HORIZON 2023 – 2028

1. Police Services and Staffing Increase – Evening Patrol: Direction and Funding
2. Employee Feedback Surveys: Concept, Best Practices, Report with Options, Direction and Implementation
3. Fire Services and Staffing and Equipment: Direction and Funding
4. Police Services and Staffing Increase for Traffic Enforcement: Direction and Funding
5. Police Station Long-Term Plan: Development, Direction and Funding
6. City Marketing Program: Outcomes, Best Practices, Report with Options, Direction and Funding
7. City Employees and Benefits: Market Analysis, Report with Finding and Options, Direction and Funding
8. Mayor-City Commissioners Compensation and Benefits: Market Analysis, Report with Finding and Options, Direction and Funding, Charter Review and Referendum
9. Additional Fire Stations: Update Report and Direction
10. Alternative Revenue Sources: Report with Options
11. Parks Operations Facility Re-Location: Direction and Funding
12. Federal/State Legislative Agenda: Advocacy
13. Public Safety Impact Fees: Report with Options and Direction
14. Future Fire Staffing and Equipment: Direction and Funding

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Goal 4
Effective Transportation System

OBJECTIVES

1. Increase use of alternative modes of transportation
2. Reduce congestion and improving efficient traffic flow
3. Better maintained, more attractive streets, corridors, arterials and neighborhoods
4. Better connectivity throughout the Kissimmee community using alternative modes and increased density adjacent to transit
5. Safer streets for drivers and pedestrians

VALUE TO RESIDENTS

1. Safer streets.
2. Predictable travel time.
3. Better access to region.
4. Choices: how I want to travel.
5. Greater ease in mobility.
6. Less intrusion into neighborhoods.

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SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Expanding Sun Rail services and ridership, particularly weekends
2. Growing traffic congestion
3. Aging streets and infrastructure needing upgrade or replacement
4. Working with Osceola County on road projects
5. Completing major projects: on time, within/below budget
6. Pedestrian and crosswalk safety
7. Changing habits to be less auto dependent through the use of alternative transportation modes
8. Keeping up with population growth – Within the City and out in Osceola County

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. SunRail development and tapping the potential of the station
2. Federal and State of Florida funding for major road projects
3. Osceola County's funding on roads improvements
4. Determining transportation project priorities
5. Addressing the impacts of scooters and ebikes

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POLICY ACTIONS 2023

1. Weekend Rail Service: Advocacy and Operations — HIGH PRIORITY
2. Traffic Congestion/Management Plan: Problem Analysis, Report with Options, Direction and Funding — HIGH PRIORITY
3. Mobility Fee Ordinance: Update and Adoption
4. Sidewalk Program: Review, Direction and Funding

MANAGEMENT IN PROGRESS 2023

1. Traffic Signs and Markings Program: Implementation

MAJOR PROJECTS 2023

1. West Oak Street Improvement Project: Completion
2. Shingle Creek Regional Trail – Sequence II Project: Completion0
3. Hoagland Boulevard Widening Project: Design, ROW Acquisition and Construction
4. Hudson Street Improvement Project: Construction
5. Mann Street Improvement Project: Design and Construction
6. Annual Pavement Management Projects: Completion
7. Connect Kissimmee Complete Streets Project: Completion
8. Oak/Central and Neptune/Broadway Signal Projects: Completion
9. ITS Improvement Projects (Thacker, Columbia, Carroll): Completion
10. Oak/John Young Parkway Intersection: Construction

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ON THE HORIZON 2023 – 2028

1. Trolley Service: Goals, Best Practices, Report with Options and Direction
2. Hoagland Road Project – Phase 4: PDE and Environmental Study
3. Hills Street Drainage Project Phase 3: Funding
4. Central Avenue Corridor Project : Design and Funding
5. Pedestrian Bridge over Osceola Parkway Project: Funding
6. Pedestrian Bridge over East Vine Street Project: Funding
7. Intelligent Transportation System (ITS) Project: Development: Direction and Funding [Thacker, Columbia and Carroll (with Osceola County)]
8. Ferry/Water Taxi Service on Lake Toho: Market Analysis, Private Partner, Report with Options, Direction and Funding
9. Shingle Creek Trail Development Future Phases: Direction and Funding
10. Bike Rack/Bike Lockers Expansion: Goals, Report with Option, Direction and Funding
11. Bike-Friendly Community and Downtown: Outcome, Report with Options, Bike Safety Enforcement, Direction and City Actions
12. Hoagland Boulevard Widening: Federal and State Advocacy
13. John Young Parkway (South) Widening Project: State Advocacy
14. Osceola County Road Agreement: Direction

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Goal 5
Vibrant Downtown & Beautiful Lakefront

OBJECTIVES

1. Attract people to destination with a variety of "things to do" and nightlife
2. More people living Downtown with disposable incomes
3. More businesses: restaurants, retail, professional services
4. Expand specialty retail – wines, cigars, gourmet, etc.
5. Become an "Arts and Culture" destination

VALUE TO RESIDENTS

1. You want to go downtown – things to do.
2. Quick, easy access to downtown.
3. Nice facilities.
4. Variety of activities – indoor, outdoor.
5. Beautiful place.

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SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Controlling algae, hydrilla and litter on Lake Toho
2. Nightlife crowd and behaviors
3. Collaboration among Main Street, DBA and Chamber of Commerce
4. Needs for more entertainment venues/things to do – attracting residents and guests to Downtown
5. Completing the renovation of the Civic Center to a Conference Center
6. Revitalizing the Sculpture Program
7. Attracting and opening a grocery store to serve Downtown residents
8. Property and business owners increasingly resistant to following the City's codes and regulations.

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Maintaining Downtown City infrastructure – streets, sidewalks and public spaces
2. Getting visitors, residents and businesses to discover Downtown and Lakefront
3. Expanding businesses: more reasons for residents and visitors to come to Downtown/Lakefront
4. Different perspectives among business owners
5. Delivering results on major private development projects
6. Unrealistic and differing expectations of property owners and businesses in Downtown

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POLICY ACTIONS 2023

1. Hotel and Conference Center/Civic Center: RFQ, Direction and Action Plan with Milestones — TOP PRIORITY
2. Band Shell/Pavilion: Direction and Funding — HIGH PRIORITY
3. Lakefront Boat, Kayak and Canoe Rental: Direction and Action — HIGH PRIORITY

MANAGEMENT ACTIONS 2023

1. Mixed-Use Development (Ruby, Emmet and Broadway): Monitoring Project and Direction on Support from the City Pioneer Grant — HIGH PRIORITY
2. Downtown Residential Project (2); Completion — HIGH PRIORITY

MANAGEMENT IN PROGRESS 2023

1. Makinson Hardware Redevelopment Project: Completion
2. Downtown Wayfinding Signs: Implementation
3. Murals (CRA and Osceola Arts)
4. Nord Easy System above Ground Containers

ON THE HORIZON 2023 – 2028

1. Sense of Place –Bright Umbrellas: Concept, Options, Direction and Funding
2. Traffic Circle Beautification Project – Central/MLK:
3. Beaumont Project Phase 2 and 3: Direction and Funding
4. Toho Marina Operator: Direction and City Actions
5. Broadway Vacant Lot Development:

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CITY OF KISSIMMEE
ACTION AGENDA 2023

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City of Kissimmee
Policy Agenda 2023

TOP PRIORITY

Housing Project for Low-Income Families and Homeless:
Definition, Purchase Building and Partnership RFP and Agreement for Operations

Tourism Development Tax (TDT):
Review, Secure Dollars for Kissimmee and City Action Steps

Hotel and Conference Center/Civic Center:
RFQ, Direction and Action Plan with Milestones

Affordable Housing Project on TWA Property:
Environmental Clean-Up and Project Direction

Affordable Housing Committee:
Complete Recommendations, Direction, City Role and Implementation

Fire Station 14 Service Area:
Discussion with Osceola County, Direction and Implementation

City/County Services Collaboration:
Key Issues, Direction and City Actions

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HIGH PRIORITY

Youth Services/Programs:
Needs Assessment, Current Programs, Report with Findings and Enhancements, Direction and Funding

Band Shell/Pavilion:
Direction and Funding

Job Training and Workforce Development:
City Role, Supporting Partners with the Responsibilities/Mission

Lakefront Boat, Kayak and Canoe Rental:
Direction and Action

Human and Social Services:
Policy Direction, City Role and Funding Direction

Weekend SunRail Service:
Advocacy and Operations

Traffic Congestion/Management Plan:
Problem Analysis, Report with Options, Direction and Funding

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City of Kissimmee
Management Agenda 2023

TOP PRIORITY

Airport Control Tower:
Advocacy, Grant for Environment Study and Design

Park Place/Dillingham Apartments:
Monitoring Construction

Fieldhouse at Lancaster Park and Sports Tourism:
Definition of Concept, Investigation Options, Report and Direction

Mosaic Development: Second Sub-Phase of Phase 1 and Phase 2:
Concept Approval

City Jobs Program:
Creation and Implementation

Fire Union Labor Negotiations and Contract:
Direction, Contract Approval and Funding Mechanism

Management Succession Planning and Program:
Development, Options and Direction

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HIGH PRIORITY

Mixed-Use Development (Ruby, Emmet and Broadway):
Monitoring Project and Direction on Support from the City Pioneer Grant

Emergency Management Plan:
Review and Refinement

Downtown Residential Project (2):
Completion

Noise Ordinance:
Prepare Draft and Adoption

Airport Fire Station #5 at Kissimmee Gateway Airport:
Complete Design, Award Contract and Begin Construction

Fleet Space and Staffing:
Study and Direction

Airport Economic Development Projects (4):
Completion

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City of Kissimmee
Management in Progress 2023

Medical District Expansion: Marketing Enhancement and Update Reports to City Commission

Small Business Development Program: Implementation

Business Coaching Growth Wheel: Implementation

Business Retention Program: Implementation

Business Recruitment Program: Implementation

Aerospace Advancement Initiative: Marketing

Taxiway “D” Pavement and Lighting Rehabilitation: FAA Grant Application and Design Completion

Low- and Moderate-Income Household Home Rehabilitation

Virtual Inspection System: Implementation

Tree City USA Designation: Submit Application

New Recreation Program: Development and Implementation

Demolition: Homes/Buildings: Continuation

Affordable Housing Rehabilitation/New Construction on Infill Lots

E311 Services: Direction, Funding and Program Development

Commercial Solid Waste Services: Implementation

Cyber Security: Implementation

Supervisory Training: Implementation

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City of Kissimmee
Management in Progress 2023

Share Point City Net Site Phase 2: Implementation

Hurricane Reimbursements: Irma, Dorian and Ian

APWA Accreditation: Completion

Fire Services: Accreditation: Completion

Stormwater Master Plan – Phase 2: Completion

CRA Website Update: Completion

FY 2022 Audit: Completion

Onboarding Process: Creation

Safety Training: Implementation

Tyler EnerGov Community Development Software Suite Refinement: Completion

Facilities Maintenance Plan: Implementation

ADA Transition Plan – Quadrant 3 and Quadrant 4: Completion
Onboarding Process: Creation

Performance Evaluation System: Restructure Completion

Civic/City Education Programs Expansion: Goals, Best Practices, Direction and City Actions

City App – Self-Service Reporting Portal: Development

GASB 96: Implementation

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City of Kissimmee
Management in Progress 2023

EnerGov Impact Fee Reporting Process: Complete Enhancements

New LOGERX Reporting for ACFR Reporting to the State: Implementation.

Tyler Cashiering to Tyler Pay: Complete Transition

Formal Munis Bootcamp including Live Monthly Trainings: Implementation

GFOA Distinguished Budget Award: Receive

Budget on Munis Software: Completion

e-Procurement Enhancement: Completion

Active Shooter Incident Response by Fire: Implementation

Automated Recruiting Processes: Refinement: Completion

Cisco Emergency Responder: Implementation

Core Switch Replacement: Completion

Tyler 311 and Tyler Pay Implementation

Telecommunication Conversion from PRI to SIP: Completion

Video Storage and Server Hardware Replacement: Completion

Chambers Park Fiber: Completion

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City of Kissimmee
Management in Progress 2023

Security and Information Event Manger Software Replacement: Completion

Security Cameras at Lakefront Park and Walking Trails: Completion

Data Conversion of Body Worn Camera Data: Completion

Tyler 311 and Tyler Pay Implementation: Completion

Telecommunication conversion from PRI to SIP: Completion

Annual Computer Replacements: Completion

Updating GIS Planimetrics from Aerial Photography: Completion

Upgrading Telestaff Software: Completion

KnowBe4 Security Campaign: Implementation

Mobile Command Bus Replacement: Completion

Stormwater Master Plan Assessment Project: Completion

Electric Vehicle Pilot Project: Report, Direction and Funding

Traffic Signs and Markings Program: Implementation

Makinson Hardware Redevelopment Project: Completion

Downtown Wayfinding Signs: Implementation

Murals (CRA and Osceola Arts)

Nord Easy System above Ground Containers

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City of Kissimmee
Major Projects 2023

Beaumont Development – Phase 1: Construction

Taxiway Echo Pre-Start Maneuvering: Construction

Secondary Weather Station to Support Air Traffic Control (FDOT $375K): Installation.

Business Park Hangar: Complete Designs and Initiate Construction.

Aviator College Hangar Expansion Project: Completion

MACH 1 Hangar: Completion

Sheltair Aircraft Hangars: Completion

Lancaster Ranch Park Phase 1 Development: Design and Construction

Citywide Security Initiative: Complete Camera Installations

Lancaster Loop Trail: Begin Construction

Community Gardens at Quail Hollow: Construction

New Pavilion and Amenities at Oak Street: Construction

Batting Cages and Bull Pens at Fortune Road: Completion

Rose Hill Fencing and Storage Unit: Completion

Basketball Courts Resurfacing: Completion

WiFi at the Kissimmee Lakefront Park: Completion

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City of Kissimmee
Major Projects 2023

Shingle Creek Regional Trail Camera and Solar Lighting: Completion

Kissimmee Civic Center Stronger Bandwidth for Client Streaming Video: Completion

Woodside Drainage Project: Construction

Renee Terrace Drainage Project Phase 2: Construction

Vine Street Lights Replacement: Completion

Central Avenue Project: Grant Funding and Construction

Columbia Project: Complete Street Design

Hoagland Boulevard Project Compete PDE

Connect Kissimmee: Design and Construction

Mental Health Facility: Construction

City Hall Addition: Construction

Pavilion at the Public Safety Training Center: Finalize Design and Construction

Police Women's Locker Room Renovation: Completion

SWAT Room for Health and Wellness Coordinator Renovation: Completion

Vehicle Storage Building at Training Facility: Completion

Bermuda Estates Drainage Improvement Project: Completion

City Generator Replacement Projects: Completion

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City of Kissimmee
Major Projects 2023

Citywide Facility Roof Repair Projects: Completion

City Car Wash Facility Project: Construction

West Oak Street Improvement Project: Completion

Shingle Creek Regional Trail – Sequence II Project: Completion0

Hoagland Boulevard Widening Project: Design, ROW Acquisition and Construction

Hudson Street Improvement Project: Construction

Mann Street Improvement Project: Design and Construction

Annual Pavement Management Projects: Completion

Connect Kissimmee Complete Streets Project: Completion

Oak/Central and Neptune/Broadway Signal Projects: Completion

ITS Improvement Projects (Thacker, Columbia, Carroll): Completion

Oak/John Young Parkway Intersection: Construction

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ITEM 7.E
Flora Ridge Parcel B-1 AKA First Loop Logistics Park (DRC# 20-00044) – Major Subdivision, Final Acceptance

Request

Requesting City Commission acceptance of the required subdivision improvements for the subdivision known as First Loop Logistics Park.

Explanation

The developer, First Industrial, L.P., is requesting acceptance of the subdivision improvements constructed with the development known as First Loop Logistics Park, in accordance with the City's Subdivision Site Improvements and Inspection and Certification procedures (LDC §14-3-43).

The commercial subdivision is located north of W. Carroll Street, between N. Thacker Avenue and N. John Young Parkway. The required subdivision improvements for this development include paving, grading, drainage, water, sewer, and street lighting. A four-lane section of Flora Boulevard has been constructed as part of this development to connect N. Thacker Avenue to N. John Young Parkway.

Flora Boulevard and the two subdivision pond tracts have been dedicated to and will be maintained by the City of Kissimmee.

The owner has posted a maintenance bond in the amount of $216,370.32 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, First Loop Logistics Park, on 10/4/2022.

Recommendation

Staff recommends acceptance of the subdivision improvements for First Loop Logistics Park.

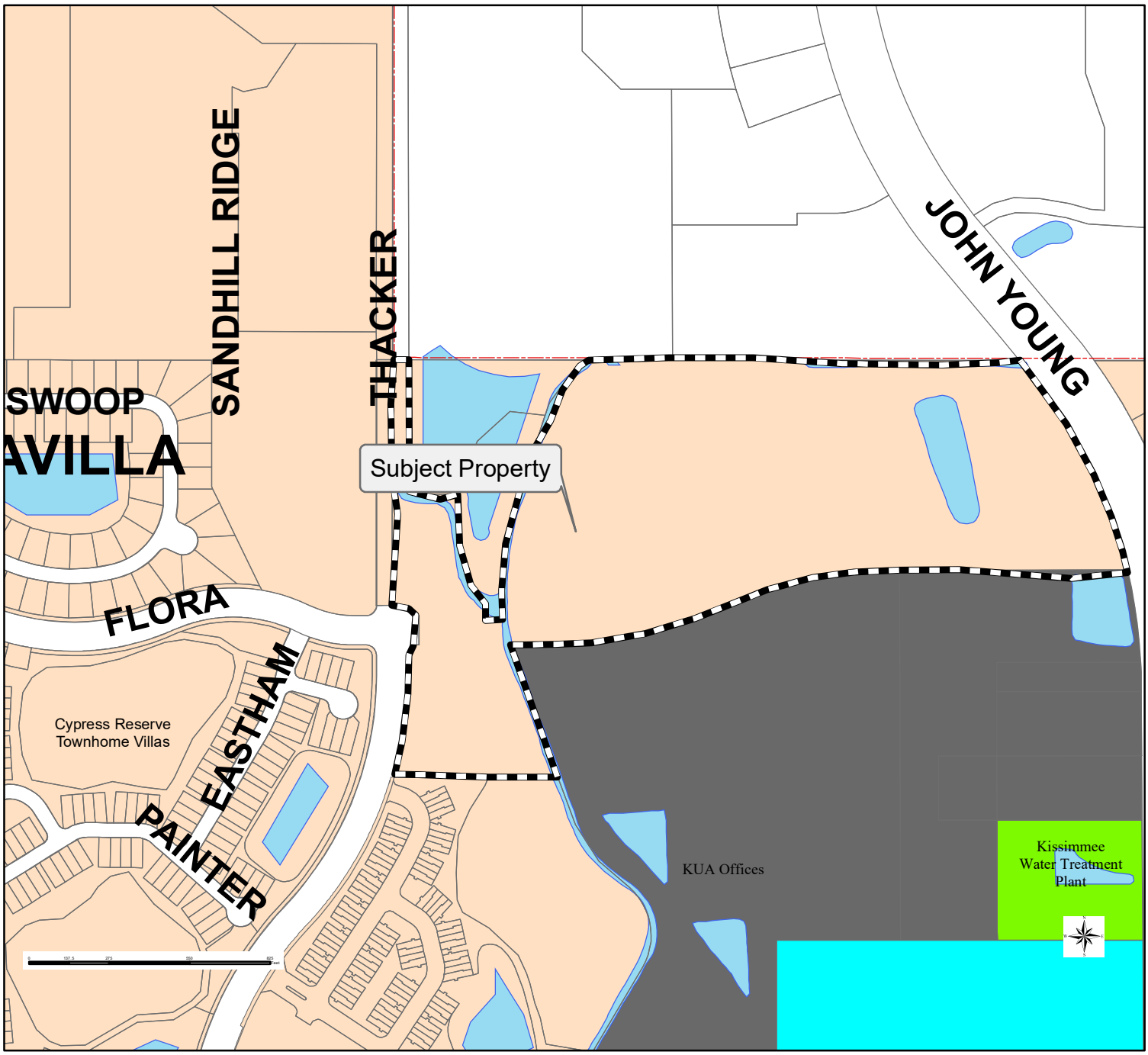
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Vicinity Map
2. Maintenance Bond

Flora Ridge Parcel B-1
PUD Site Plan DRC#20-00044



- Subject Property
- CRA District Boundary
- Railroad
- City Limit Boundary
- Kissimmee Gateway Airport
- Lake Surfaces

Zoning Districts

Zoning District Designations

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

SUBDIVISION MAINTENANCE BOND

Bond No. CMS0344313

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned First Industrial L.P. 1661 Feehanville Drive, Suite 400, Mt. Prospect, IL 60056 as Principal, and RLI Insurance Company a Illinois corporation, authorized to do business in the State of Florida, with an office located at 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are held and firmly bound unto The City of Kissimmee, a Florida municipality, with an address of 101 Church St, Kissimmee, FL 34741, as Obligee, in the sum of $216,370.32, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the above-bound First Industrial L.P. has completed certain improvements within the Flora Ridge Parcel B1 #20-00044 subdivision, located in the City of Kissimmee, and has requested final acceptance by the City Commission.

WHEREAS, the City of Kissimmee requires a maintenance bond from First Industrial L.P. as a guarantee for the maintenance and repair of said improvements for a period of one year from the date of City Commission acceptance.

NOW, THEREFORE, the condition of this obligation is such that if the said First Industrial L.P. shall faithfully carry out and perform the maintenance and repair of said improvements in accordance with the terms of the applicable City codes, ordinances, rules, and regulations, and shall, on due notice, repair and make good at its own expense all defects of material or workmanship in the said improvements which may develop during the period between the City Commission acceptance date and one year thereafter, or shall pay over, make good, and reimburse to the City of Kissimmee all loss and damage which the Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed.

DATED this 7th day of June, 2023

First Industrial L.P.

By: SDMod CFO

[Signature]

[Printed Name and Title]

RLI Insurance Company

By: Kesha Greene

Kesha Greene, Attorney In Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Michele Grogan, Ann Higgins, Kesha Greene, Danielle Schmitt, Kelsey Ratcliffe, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of March, 2021.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

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

State of Illinois } SS
County of Peoria }

On this 8th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

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

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of June, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

2272961020212

A0058D19

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 7th day of June, 2023, before me personally appeared Kesha Greene, known to, me to be the Attorney-in-Fact of RLI Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

CEE LOR
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Notary Public in the State of Minnesota
County of Hennepin

S-0230/GE 10/99

ILLINOIS NOTARY ACKNOWLEDGEMENT
(CORPORATION)

State of Illinois
County of Cook

This instrument was acknowledged before me on June 12, 2023 (Date) by Scott Musil, CFO (Name of Officer or Agent, Title of Officer or Agent) of First Industrial, LP (Name of Corporation Acknowledging) a Delaware (State or Place of Incorporation) ~~corporation~~ limited partnership, on behalf of the corporation. ~~limited partnership~~

Abigail Gasick
Signature of Notary Public

DD analyst
Title or Rank

My Commission Expires: September 12, 2023

(Seal)

ABIGAIL GASICK
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 12, 2023

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ITEM 7.F
Kissimmee Heights Replat One - Final Plat (DRC# 21-098)

Request

Approval of the final plat known as Kissimmee Heights Replat One.

Explanation

The owner of the property, Felix E. Gonzalez., is requesting final plat approval without a guarantee. The property is located north of Columbia Avenue and is re-platting multiple underlying lots into one single lot for development purposes.

Recommendation

Staff recommends approval of the final plat for the Kissimmee Heights Replat One.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

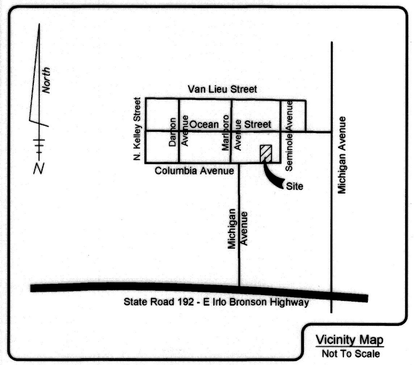
Attachment(s):
1. (S) Final Plat
2. Vicinity Map

KISSIMMEE HEIGHTS - REPLAT ONE

A REPLAT OF LOTS 133 AND 134 OF KISSIMMEE HEIGHTS, PLAT BOOK 1, PAGE 40

LYING IN

SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.



Vicinity Map
Not To Scale

LEGAL DESCRIPTION:

A REPLAT OF LOTS 133 & 134, KISSIMMEE HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 40, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA THENCE RUN NORTH 89°39'06" WEST ALONG THE EAST–WEST MID SECTION LINE OF SAID SECTION 15, A DISTANCE OF 530.69 FEET TO A POINT ON SAID EAST–WEST MIDSECTION LINE; THENCE DEPARTING SAID MIDSECTION LINE RUN SOUTH 00°20'54" WEST, A DISTANCE OF 993.74 FEET TO THE NORTHEAST BLOCK CORNER ON LOT 84, KISSIMMEE HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 40, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT–OF–WAY LINE, SEMINOLE AVENUE, KISSIMMEE HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 40, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT–OF–WAY LINE RUN SOUTH 00°25'02" WEST, A DISTANCE OF 289.36 FEET TO THE SOUTHEAST BLOCK CORNER ON LOT 136; THENCE DEPARTING AFORESAID WEST RIGHT–OF–WAY LINE AND ALONG THE NORTH RIGHT–OF–WAY LINE OF COLUMBIA AVENUE, JOHNSTON PARK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 393, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN NORTH 89°32'20"WEST, A DISTANCE OF 99.94 FEET TO A POINT ON SAID NORTH RIGHT–OF–WAY LINE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 135 AND THE POINT OF BEGINNING;

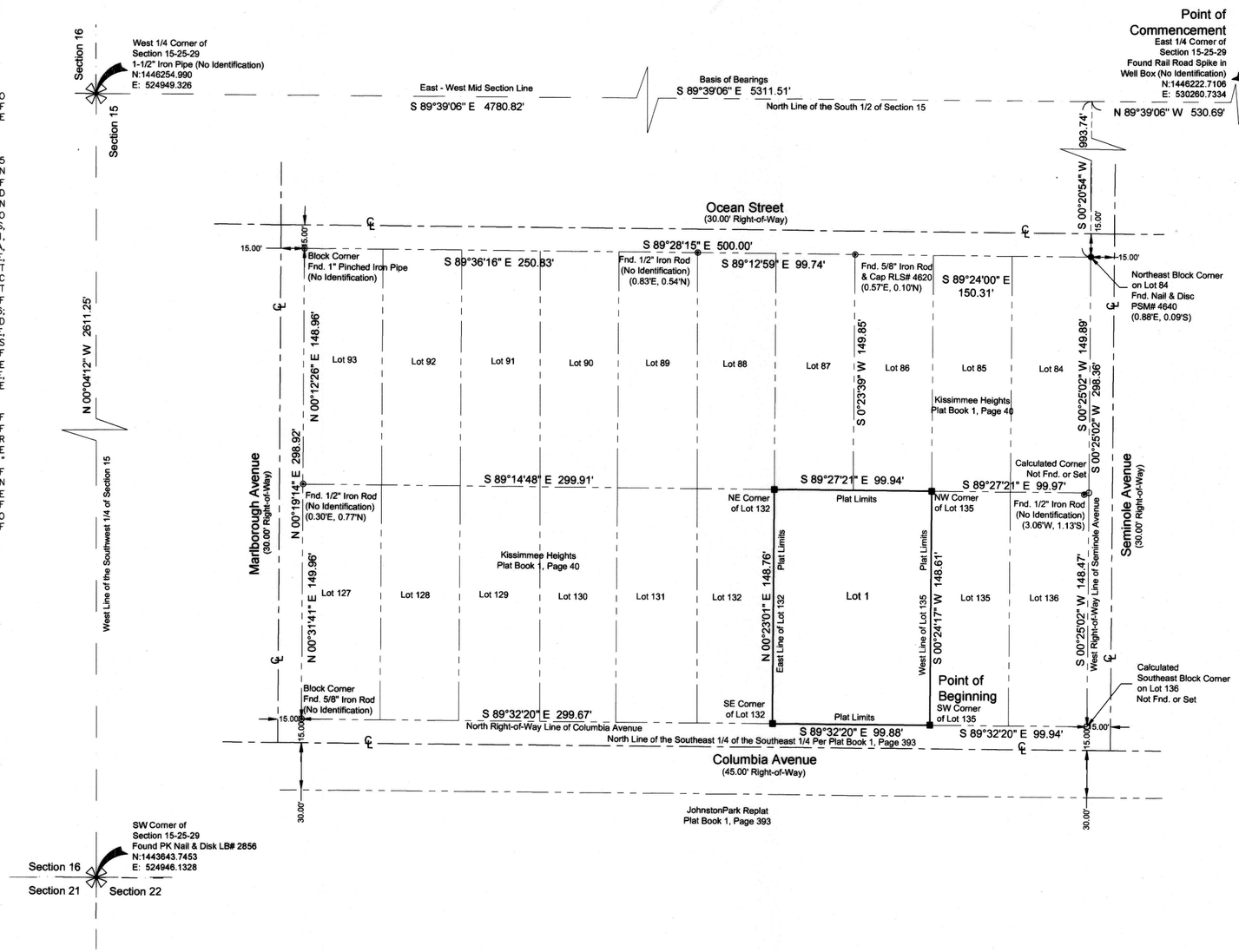
THENCE CONTINUING ALONG SAID NORTH RIGHT–OF–WAY LINE OF COLUMBIA AVENUE CONTINUE NORTH 89°32'20' WEST, A DISTANCE OF 99.88 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 132; THENCE DEPARTING SAID NORTH RIGHT–OF–WAY LINE AND ALONG THE EAST LINE OF SAID LOT 132 RUN NORTH 00°23'01" EAST, A DISTANCE OF 148.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 132; THENCE DEPARTING SAID EAST LINE OF LOT 132 RUN SOUTH 89°27'21" EAST, A DISTANCE OF 99.44 FEET TO THE NORTHWEST CORNER OF LOT 135; THENCE ALONG THE WEST LINE OF LOT 135 RUN SOUTH 00°24'17" WEST, A DISTANCE OF 148.61 FEET TO A POINT, SAID POINT BEING THE AFORESAID SOUTHWEST CORNER OF LOT 135 AND THE POINT OF BEGINNING.

CONTAINING 14,856 SQ FT OR 0.34 ACRES MORE OR LESS.

-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	▣	- Found 4"X4" CM (RLS 935)
Sec.	- Section	●	- Set Nail and Disk LB# 7623 (Unless otherwise Noted)
L	- Length	⊙	- Set Iron Rod & Cap LB# 7623 (Unless otherwise Noted)
R	- Radius	■	- Set 4"x4" Concrete Monument & Stamped Disk LB# 7623
ORB	- Offical Record Book	℄	- Centerline
M.B.	- Minute Book	N.T.S.	- Not to Scale
CCR	- Certified Comer Record	LB#	- Licensed Business Number
C.M.	- Concrete Monument		
D.E.	- Drainage Easement		
Fnd.	- Found		

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.



Ireland & Associates
Surveying, Inc.
Patrick K. Ireland, PSM 6637/LB 7623
800 Currency Circle // Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office–407.678.3366
Fax–407.320.8165

NOTES:

1.) 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.

2.) ALL LOT CORNERS SHOWN HEREON ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) FLORIDA STATUTES.

3.) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST; BEING SOUTH 89°39'06" EAST.

4.) NO EASEMENTS ARE CREATED WITH THIS PLAT.

PLAT BOOK: PAGE:

KISSIMMEE HEIGHTS - REPLAT ONE

DEDICATION

KNOW ALL BY THESE PRESENTS, That FELIX E. GONZALEZ, 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.

By: Felix Gonzalez (Printed Name) Felix Gonzalez (Signature)

Attest: Felix E Gonzalez (Printed Name) Felix Gonzalez (Signature)

Witnesses:

By: Norma Pellot (Printed Name) Norma Pellot (Signature)

By: Hernan Villarreal (Printed Name) (Signature)

STATE OF FLORIDA, COUNTY OF Osceola

THIS IS TO CERTIFY,

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

☑ Physical Presence ☐ Online Notorization

This 16 day of June, 2023 by Felix Gonzalez as _____ of the lands dedicated herein, he/she is ☑ Personally Known to me or ☐ has produced Driver License as Identification.

Witness my hand and offical seal in the County and State last aforesaid this 16 day of June 2023.

Signature

Yoli Garcia
Print Name

YOLI M. GARCIA
Notary Public - State of Florida
Commission # HH 363564
My Comm. Expires Mar 28, 2027
Bonded through National Notary Assn.

Commission No. HH 363564

My Commision Expires: 03/28/2027

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

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

Signature Date

Printed Name
Professional Surveyor and Mapper
Representing the City of Kissimmee

Florida Registration No. _____

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 field for record on _____ at _____.

File No.

By: _____
Clerk of the Circut 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, Lake County, Florida.

Dated: 06/08/23 Signed:

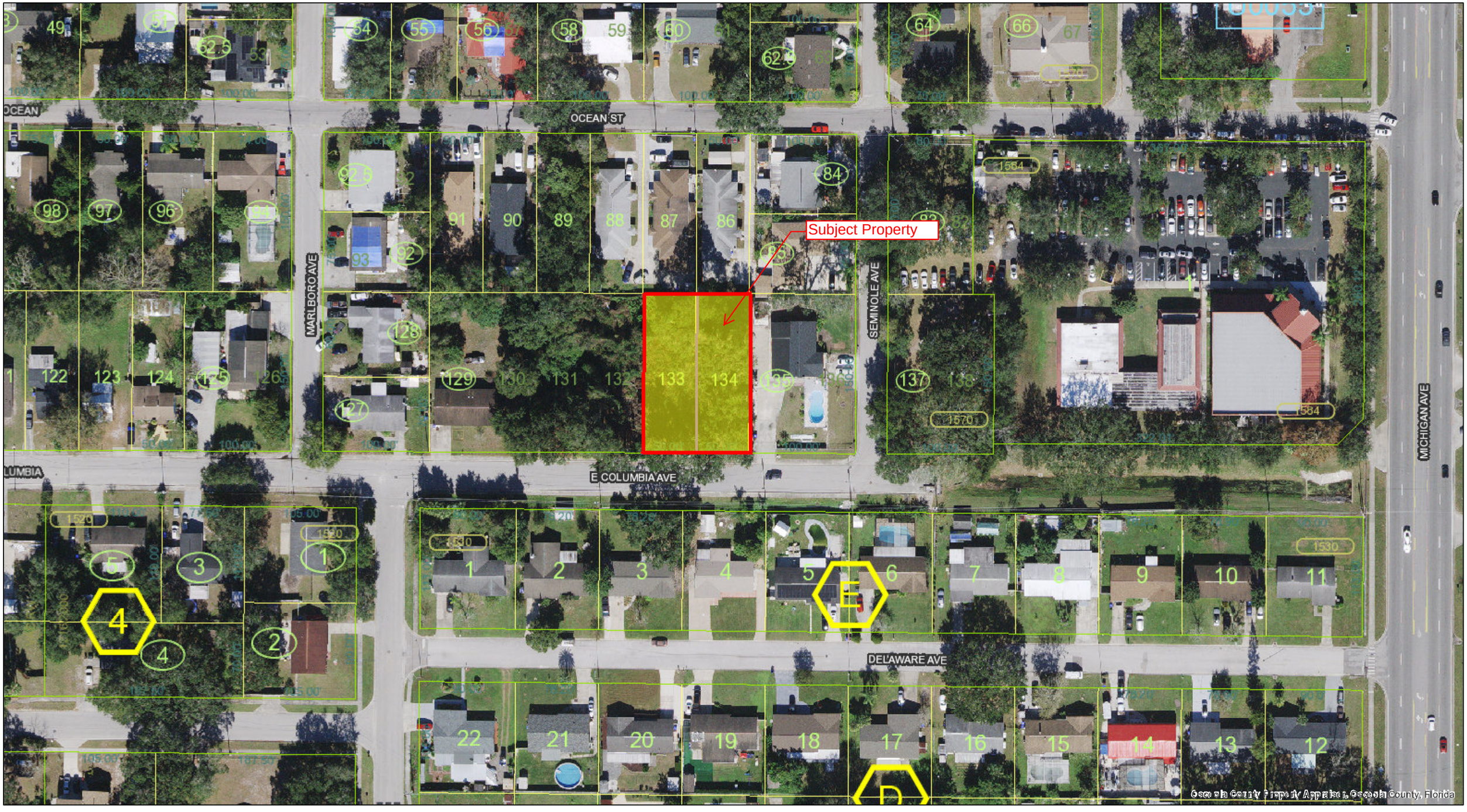
PSM 6637
Surveyor's Registration Number

L.B. 7623
Legal Entity's Certificate of Authorization Number

PATRICK K. IRELAND
6637
Ireland & Associates Surveying Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
LAND SURVEYOR

IS-80949_PLAT

DRC-21-00098



DRC-21-098- Kissimmee Heights Replat One

Final Plat

Date Generated: 6/20/2023

0 40 80 ft

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

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

ITEM 7.G
Apache Avenue Lots - Final Plat (DRC# SR-22-0015)

Request

Approval of the final plat known as Apache Avenue Lots.

Explanation

The owner of the property, VPA Investments LLC., is requesting final plat approval without a guarantee. The property is located west of Apache Avenue and is re-platting multiple lots for development purposes.

Recommendation

Staff recommends approval of the final plat for the Apache Avenue Lots.

REQUESTED CITY COMMISSION ACTION:

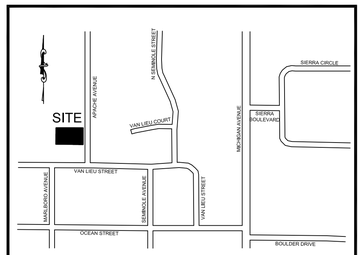
Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Final Plat
2. Vicinity Map

APACHE AVENUE LOTS

A REPLAT OF LOT 7 & THE SOUTH 49 FEET OF LOT 6, BLOCK B, OSCEOLA ACRES, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 420 BEING PART OF SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA,



Vicinity Map
Scale: 1"=600'

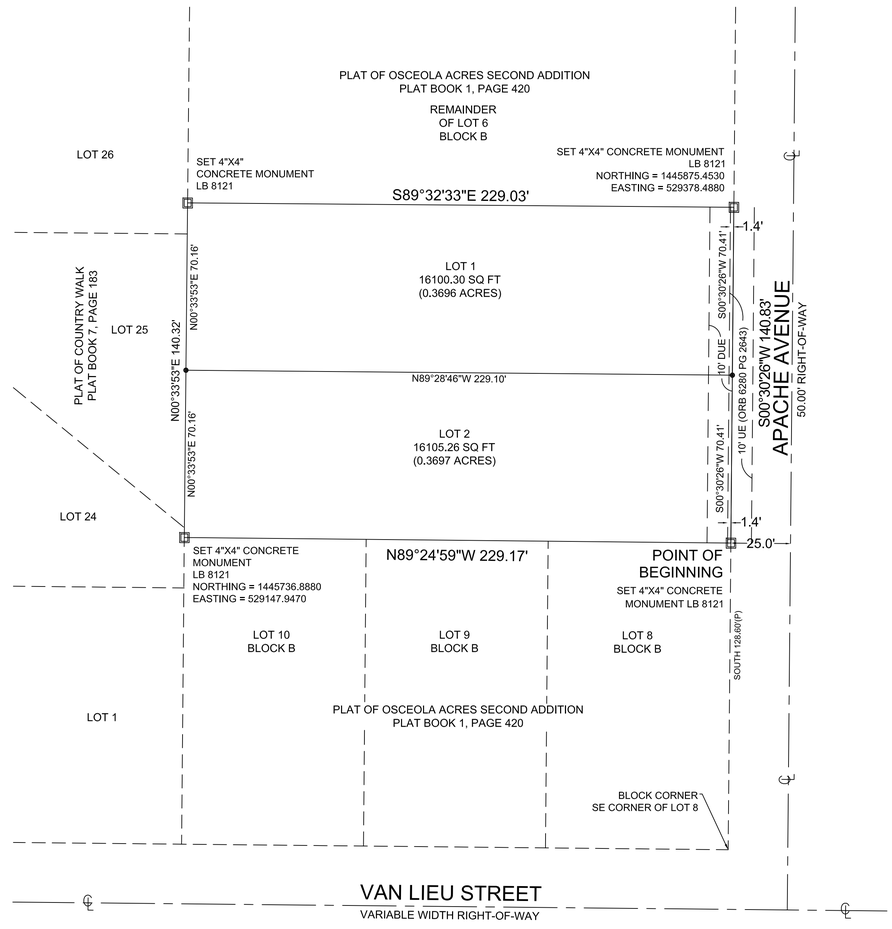
1" = 30'
GRAPHIC SCALE
0 15 30

LEGAL DESCRIPTION
LOT 7 & THE SOUTH 49 FEET OF LOT 6, BLOCK B, OSCEOLA ACRES, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 420 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING ON THE SOUTHEAST CORNER OF LOT 7, BLOCK B, OSCEOLA ACRES, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 420 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN N 89°24'59" W, ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 229,17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N 00°33'53" E, ALONG THE WEST LINE OF SAID LOT 7 & THE SOUTH 49 FEET OF LOT 6, BLOCK B, A DISTANCE OF 140,32 FEET TO THE NORTHWEST CORNER OF THE SOUTH 49 FEET OF LOT 6, BLOCK B; THENCE S 89°32'33" E, ALONG THE NORTH LINE OF THE SOUTH 49 FEET OF SAID LOT 6, A DISTANCE OF 229,03 FEET TO THE NORTHEAST CORNER OF THE SOUTH 49 FEET OF SAID LOT 6, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF APACHE AVENUE; THENCE S 00°30'26" W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 140,83 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 32205,55 SQUARE FEET, 0,7393 ACRES, MORE OR LESS.



-Legend-

- ☐ - Set 4"x4" Concrete Monument LB 8121
- ● - Set ½" Iron Rod and Cap LB 8121

DUE - Drainage and Utility Easement

SQ FT - Square Feet

LB - Licensed Business

NOTES:

1. ALL LOT CORNERS SHOWN HEREON ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) FLORIDA STATUTES.

2. BEARINGS SHOWN HEREON ARE BASED GRID NORTH FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD 83, WITH THE WEST R/W LINE OF THE APACHE AVENUE, BEING S00°30'26"W.

3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION

FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
804 S French Avenue
Sanford, FL 32771
407-878-3796
INFO@deallandsurveying.com

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BY 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.

PLAT BOOK: PAGE:

APACHE AVENUE LOTS

DEDICATION

KNOW ALL BY THESE PRESENTS, That _____ 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 the Drainage Easement and Utility Easement shown hereon to the perpetual use of the public.

IN WITNESS THEREOF, has caused these presents to be signed and attested to or witnessed this day of , 2023

By: _____ _____
Printed Name

Attest: _____ _____
Printed Name

Signed in the presence of:

By: _____ _____
Printed Name

By: _____ _____
Printed Name

STATE OF FLORIDA,COUNTY OF OSCEOLA, CITY OF KISSIMMEE, THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ and _____ respectively and _____ of the above named Corporation incorporated under the laws of _____ who is/are personally known to me or have produced the following identification _____ and _____ respectively and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereto duly authorized and that said dedication is the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC _____
My Commission Expires _____

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

I have reviewed this plat and find it to be in conformity with Chapter 177 Florida Statutes.

_____
City Surveyor
Florida Registration Number _____

Date: _____

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, that I, the undersigned, being a professional surveyor and mapper, do hereby certify that on April 3rd, 2019, a survey of the lands as shown in the foregoing plat or plan is a true and correct representation of the lands surveyed and platted. This plat was prepared under my direction and supervision. This plat complies with all the survey requirements of Chapter 177, Florida Statutes.

_____
Surveyor's Signature Date

BILL H. HYATT
Surveyor's Name

LS 4636
Surveyor's Registration Number

Deal Land Surveying, LLC
Legal Entity's Name

L.B. 8121
Legal Entity's Certificate of Authorization Number

804 S French Avenue, Sanford, FL 32771
Legal Entity's Address

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on_____ the forgoing plat was approved by _____ City of Kissimmee, Florida.

_____
Osceola County

Attest: _____
Clerk of the Board

BY _____ D.C.

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That the foregoing plat was recorded in the Osceola County Official Records on _____ad

Document No. _____
County Comptroller in and for Osceola County, Florida

By_____ D.C.

DRC REFENCE # SR-22-0015



SR-22-0015 - Apache Avenue Lots

Final Plat

Date Generated: 5/30/2023

0 40 80 ft

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

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

ITEM 7.H
Acceptance of a Federal Aviation Administration Grant for Design Taxiway Delta Improvements

Request

Request Commission acceptance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Rehabilitate, Mark, Light Taxiway Delta & RIMS – Design and Permitting Engineering" at Kissimmee Gateway Airport.

Explanation

The Kissimmee Gateway Airport's 3-year Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Delta (TW D). The Pavement Condition Index (PCI) rating evaluates pavement conditions assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a "poor condition" and the current average number assigned to TW D is 47.5. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will straighten an adjacent pavement, Taxiway Charlie, to meet the FAA's Runway Incursion Mitigation (RIM) Program.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393 47000331-331410	AP2305 AP2305	Increase Increase	$450,000.00 $450,000.00	

Financial Summary:

The design project cost is $500,000, 90% FAA ($450,000). Typically, the Florida Department of Transportation (FDOT) will offer 8% ($40,000) at a later offer/date and require a local match (Airport) of 2% ($10,000).

Recommendation

Staff recommends Commission approval to accept an FAA AIP Grant to fund an Airport Improvement Project: "Rehabilitate, Mark, Light Taxiway Delta & RIMS – Design and Permitting Engineering" at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Airport
Presenter:

City of Kissimmee

Attachment(s):

1. (S)-FAA AIP Grant-3-12-0038-044-2023- Signed by FAA

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

June 23, 2023

Mr. Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee
401 Dyer Blvd.
Kissimmee, Florida 34741

Dear Mr. Germolus:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0038-044-2023 at Kissimmee Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 22, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

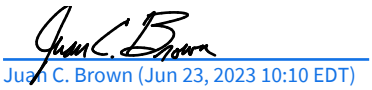
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Juan C. Brown (Jun 23, 2023 10:10 EDT)

Juan C. Brown
Acting Manager

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 23, 2023
Airport/Planning Area	Kissimmee Gateway Airport
FY2023 AIP Grant Number	3-12-0038-044-2023
Unique Entity Identifier	LBMLAVYLN7M5

TO: City of Kissimmee
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 10, 2023, for a grant of Federal funds for a project at or associated with the Kissimmee Gateway Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Kissimmee Gateway Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway D Pavement and Lighting (Design only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $450,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning;
   $ 450,000 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout

documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 22, 2023, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information*.

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:

    a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

    b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 22, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
    a. Prohibition of Reprisals
        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.
        2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
            i. A member of Congress or a representative of a committee of Congress;
            ii. An Inspector General;
            iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Juan C. Brown (Jun 23, 2023 10:10 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Kissimmee
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 10, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ITEM 7.I

Approval to award pool chemical and delivery services to Aquasol Commercial Chemical, Inc (Poolsure) through an intergovernmental cooperative purchasing agreement for the Bob Makinson Aquatic Center and the Lakefront Park Splashpad

Request

Approval to award pool chemical and delivery services to Aquasol Commercial Chemical, Inc (Poolsure) through an intergovernmental cooperative purchasing agreement for the Bob Makinson Aquatic Center and the Lakefront Park Splashpad.

Explanation

On April 27, 2023, the City entered into a First Amendment to the Service Agreement with Spies Pools, LLC to provide water management services at Bob Makinson Aquatic Center and Kissimmee Lakefront Splashpad. During negotiations for the First Amendment, Spies Pools, LLC informed the City that the new monthly rate would increase. This increase in rate presented a budgetary concern, prompting the City to seek a less costly chemical delivery agreement with another vendor through an intergovernmental cooperative purchasing agreement.

On June 29th, the City notified Spies Pools, LLC of its right to terminate the Service Agreement and any amendments. Accordingly, the Service Agreement will be terminated as of July 29, 2023.

The City wishes to enter into an intergovernmental cooperative purchasing agreement with Aquasol Commercial Chemical, Inc d/b/a Poolsure pursuant to a competitive bidding and selection process taking place on April 5, 2023 with the City of Daytona Beach with contract # 2316. The term of this agreement shall begin upon execution and continue through April 5, 2024, the date of expiration of the master agreement and subsequent amendments. This agreement may be extended if the master agreement is extended. If the agreement is not extended, then the City will go back out to competitive bid with the Procurement Department.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150303-503434		Decrease	$34,080.00	

Financial Summary:

Payments for the water management services will be paid from the Aquatic Center Other Contracted Services account as needed with annual expense of both sites of $34,080.

Recommendation

Approval to award pool chemical and delivery services to Aquasol Commercial Chemical, Inc (Poolsure) through an intergovernmental cooperative purchasing agreement for the Bob Makinson Aquatic Center and the Lakefront Park Splashpad.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):
1. (S) Poolsure Chemical Delivery Piggyback Agreement 6.29.2023

AGREEMENT between CITY OF KISSIMMEE
and
AQUASOL COMMERCIAL CHEMICAL, INC. d/b/a POOLSURE

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**CITY**" and **AQUASOL COMMERCIAL CHEMICAL, INC. d/b/a POOLSURE,** whose address is 1707 Townhurst Drive, Houston, Texas 77043, hereinafter "**CONTRACTOR,**" collectively hereinafter referred to as "**PARTIES,**" and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide pool chemicals and delivery services to Bob Makinson Aquatics Center and Lakefront Splashpad; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process on April 05, 2023, City of Daytona Beach, Florida, as a Lead Public Agency, entered into the Contract No. 2316 with **AQUASOL COMMERCIAL CHEMICAL, INC. d/b/a POOLSURE** which is attached hereto as Exhibit "A" and incorporated herein (hereinafter referred to as "MASTER AGREEMENT"); and

WHEREAS, the CITY has determined that the specifications in the solicitation by Daytona Beach are similar in nature to the work needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with CONTRACTOR.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through April 05, 2024, the date of expiration of the Master Agreement and subsequent amendments. This Agreement may be extended if the Master Agreement is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by Daytona Beach, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein.

SECTION 4. PRODUCTS AND PRICING. CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit C, the Scope of Services, at the pricing specified in Exhibit B, both of which are attached hereto and incorporated herein. After CONTRACTOR submits an invoice in accordance with Section 4 of the Master Agreement, the CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: Attn: Recreation and Leisure Services Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: Poolsure
Attn: Bids
1707 Townhurst Drive
Houston, TX 77043

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida.

The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

Every CONTRACTOR shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION 10. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort.

Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 11. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 12. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY, and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PROJECT MANAGERS. CITY and CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of CITY. If CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. CITY will notify CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. CITY'S Project Manager's contact information is as follows:

Rod Bargaineer
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

B. CONTRACTOR'S Project Manager's contact information is as follows:

Poolsure
Attn: Bids
1707 Townhurst Drive
Houston, TX 77043

SECTION 14. PUBLIC RECORDS. The City is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that CONTRACTOR is acting on behalf of City as provided under Section 119.011 (2), CONTRACTOR agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

2. If the City's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the City.

4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to a City's contract for services, CONTRACTOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

5. If CONTRACTOR does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

6. A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating

to this Contract, contact the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that CONTRACTOR has submitted false certification, City shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

SECTION 16. INDEMNIFICATION. CONTRACTOR hereby indemnifies and holds harmless CITY from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by and any one of them or anyone for whose acts any of them may be liable, regardless of whetehr or not it is caused in part by a party indemnified hereunder. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

SECTION 17. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

AQUASOL COMMERCIAL CHEMICAL, INC. d/b/a POOLSURE

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☒ physical presence or ☐ online notarization, by Alan Falik as CEO/President of Aquasol Commercial Chemical, Inc. d/b/a Poolsure, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Public

NOTARY PUBLIC STATE OF TEXAS
Kimberly Glancy
My Commission Expires
12/08/2023
ID No 128820374

CITY OF KISSIMMEE

Mayor-Commissioner

Date:

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT

New
As of 5/16/27

GENERAL SERVICES CONTRACT
CONTRACT NO. 2316

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Aquasol Commercial Chemical, Inc. d/b/a Poolsure, a foreign profit corporation ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide Pool Chemicals & Delivery services to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. *Reserved.*

Section 3. Compensation and Payments; Limitations. The CITY will pay CONTRACTOR Fees of up to **$21,414.46 annually**, based on the unit prices of the Fee Schedule attached hereto as Exhibit B. The Fees to be paid herein as CONTRACTOR's sole compensation for the services to be provided. CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR will submit invoices only for services provided and accepted in accordance with the requirements of this Contract. CONTRACTOR may invoice the CITY no more frequently than weekly and no sooner than 7 days after the Effective Date

(b) The CITY will pay based on the unit prices set forth in the Exhibits for work completed by CONTRACTOR during the period billed, provided that such work is reflected on CONTRACTOR's invoice.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also be responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this

Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required, or upon termination or expiration of this Contract.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is 4/5/2023 or the date on which the last Party signs it, whichever is later. The Term of this Contract is ***1 year*** commencing on the Effective Date. The CITY will have the option to renew this Contract for up to ***4*** Terms of **1-year** each, by providing CONTRACTOR written notice. Such notice must be provided at least 30 days before the end of the current Term, unless waived by CONTRACTOR.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Contract upon CONTRACTOR's breach without providing CONTRACTOR an opportunity to remedy the breach as referenced immediately above, if CONTRACTOR or any of CONTRACTOR'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing CONTRACTOR written notice.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in Section 10(b) for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. The CITY may suspend CONTRACTOR's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The CITY may also suspend CONTRACTOR's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing CONTRACTOR written notice of suspension. CONTRACTOR will suspend activities immediately upon receipt thereof; and in such instance CONTRACTOR's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 12. Indemnification. The Contractor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Work provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) **Coverage and Amounts.**

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

(2) **Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

(a)Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the Insurer will waive its rights of subrogation, if any, against the CITY on each of the types of required insurance coverage listed above.

(b) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) **Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The

CITY expressly reserves the right to replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) **Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected**. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

(f) **Risk Manager**. All references to the Risk Manager will be deemed to include the Risk Manager's designee.

Section 14. Bonds. There will be no bonding required for this project.

Section 15. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Attn: Terry Johnson.
The City of Daytona Beach
981 George Engram Blvd.
Daytona Beach, FL 32114
PHONE: 386.671.8393

To CONTRACTOR:
Poolsure
Attn: Bids
1707 Townhurst Drive
Houston, TX 77043
PHONE: 800-858-7665

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 16. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 17. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 18. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's

rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 19. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 20. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) **Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT

LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Bid.** The CITY's Invitation to Bid 2316, and the CONTRACTOR's responsive proposal are incorporated herein by reference as **Composite Exhibit C**. **Composite Exhibit C** is not attached but will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY OF DAYTONA BEACH

By: _____

Deric C. Feacher, City Manager

Date: 05/16/23

Attest: _____

Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

CONTRACTOR

By: DocuSigned by: _____

Printed Name: Alan Falik

Title: CEO

Date: 4/12/2023

EXHIBIT A

SCOPE

The City is seeking a Contractor to deliver pool chemicals on an as needed basis to two swimming pools, Campbell Pool and Cypress Aquatic Center, which is owned and operated by the City of Daytona Beach.

CHEMICAL DELIVERY

Chemicals will be delivered to Campbell Pool, 400 Martin Luther King Blvd., Daytona Beach, FL, and to Cypress Aquatic Center, 981 George Engram Blvd., Daytona Beach, FL. Preferred Delivery will be made before 9:00 am. Hours vary with the season of the year.

CONTRACTOR will schedule a regular check at each pool on a weekly basis, check all chemical quantities, and drop enough chemical to last until the next regularly scheduled drop off. The current Contractor is scheduled each Wednesday which is the preferred day, but can be negotiated with the successful Contractor.

CONTRACTOR will deliver chlorine and acid, which shall be placed into pump room tanks labeled for the appropriate chemical. Other chemicals will be placed in pump room on pallets provided for that purpose. Delivery receipt must be signed by Leisure Services Aquatics Supervisor or designee. In the event there is no staff onsite to sign for delivery, receipt must be emailed within 4 hours to Aquatics Supervisor in order for quantities to be verified. Email: johnsonterrycodb.us. City will only pay for quantities of chemicals verified as delivered.

CONTRACTOR's monthly invoice will separately list quantity of all chemicals delivered to each swimming pool during the billing period.

CAMPBELL POOL (400 MARTIN LUTHER KING BLVD)

CONTRACTOR will deliver chemicals on a weekly basis no later than 9:00am.

Pool uses liquid feeder for chlorine delivery.

Approximate annual usage of chemicals at Campbell Pool:

Chlorine: 730 gal/year

Sodium Bicarbonate: 52 50-lb bags/year (300 lbs/year)

Non-Fuming Sulfuric Acid 244 gal/year

Calcium: 12 25-lb bags/year

Shock: none

Stabilizer: 1 50-lb drum/year

Average weekly Chemical Usage for June 2018 was:

Chlorine 30 Gallons

Non-Fuming Sulfuric Acid 12.5 Gallons

Bicarbonate of Soda 2.25 Bags

Calcium 0

Stabilizer 0

Shock Treatment 0

Average weekly Chemical Usage for July 2021 was:

Chlorine 40 Gallons

Non-Fuming Sulfuric Acid 22.5 Gallons

Bicarbonate of Soda 0 Bags

Calcium 0

Stabilizer 0

Shock Treatment 0

CYPRESS AQUATIC CENTER (981 GEORGE ENGRAM BLVD)

CONTRACTOR will deliver chemicals on a weekly basis no later than 8:00am.

Pool uses liquid feeder for chlorine delivery.

Approximate annual usage of chemicals:

Chlorine: 6 gal/day X 365 = 2,190 gal/year

Sodium Bicarbonate: 3 50-lb bags/week X 52 weeks = 156 50-lb bags/year

Non-Fuming Sulfuric Acid 2 gal/day X 365 = 730 gal/year

Calcium: 5-25-lb bags/year

Shock: 2 25-lb drums/year

Stabilizer: 2 50-lb drums/year

Average Weekly Chemical Usage for June 2018 was:

Chlorine 92.50 Gallons

Non-Fuming Sulfuric Acid 11.25 Gallons

Bicarbonate of Soda 6.75 Bags

Calcium 0

Stabilizer 0

Shock Treatment 0

Average Weekly Chemical Usage for July 2021 was:

Chlorine 58.75 Gallons

Non-Fuming Sulfuric Acid 18.75 Gallons

Bicarbonate of Soda 0 Bags

Calcium 0

Stabilizer 0

Shock Treatment 0

EXHIBIT B

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Chlorine (gallon)	2920	gallon	$3.26	$9,519.20
2	Calcium (50# bags)	850	pound	$.9376	$796.96
3	Non-Fuming Sulfuric Acid (gallon)	974	gallon	$3.15	$3,068.10
4	Shock (25# drum)	50	pound	$5.96	$298.00
5	Sodium Bicarbonate (50# bag)	10400	pound	$.66	$6,864.00
6	Stabilizer (50# drum)	75	pound	$1.9952	$149.64
7	Celaperl (25# bag)	600	pound	$1.1976	$718.56
	Total				$21,414.46

DocuSign

Certificate Of Completion

Envelope Id: F7274C1C2D6C41B7983CFDE57DA7A9FB
Subject: Complete with DocuSign: 2316 CONTRACT Campbell Pool & Cypress Aqua 4.12.23.pdf
Source Envelope:
Document Pages: 12
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Lori Wallace
1707 Townhurst
Houston, TX 77043
lwallace@poolsure.com
IP Address: 98.39.161.62

Record Tracking

Status: Original
4/12/2023 10:04:03 AM

Holder: Lori Wallace
lwallace@poolsure.com

Location: DocuSign

Signer Events	Signature	Timestamp
Alan Falik afalik@poolsure.com CEO Security Level: Email, Account Authentication (None)	DocuSigned by: Alan Falik 9CD488ABA22F4AD...	Sent: 4/12/2023 10:06:21 AM Viewed: 4/12/2023 12:01:11 PM Signed: 4/12/2023 12:01:15 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 72.46.97.19	

Electronic Record and Signature Disclosure:
Accepted: 5/10/2021 5:17:46 PM
ID: 9383f2e9-ea06-4eef-ae4f-36236322293e

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/12/2023 10:06:21 AM
Certified Delivered	Security Checked	4/12/2023 12:01:11 PM
Signing Complete	Security Checked	4/12/2023 12:01:15 PM
Completed	Security Checked	4/12/2023 12:01:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Aquasol Controllers, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the Ã‼ agreeÃ† button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign Ã´Withdraw ConsentÃ¶ form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Aquasol Controllers, Inc.:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: pshaw@aquasol.com

To advise Aquasol Controllers, Inc. of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pshaw@aquasol.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from Aquasol Controllers, Inc.
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to pshaw@aquasol.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Aquasol Controllers, Inc.
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to pshaw@aquasol.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000Â¬ or WindowsXPÂ¬
Browsers (for SENDERS):	Internet Explorer 6.0Â¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0Â¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Ã² Allow per session cookies Ã² Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the Ã¦I agreeÃ† button below.
By checking the Ã¦I AgreeÃ† box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Aquasol Controllers, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Aquasol Controllers, Inc. during the course of my relationship with you.

EXHIBIT B
POOLSURE PRICING

Product	Amount	Units	Unit Price		Total
Sodium Hypochlorite	5980	gallons	3.26		$19,494.80
Calcium	6500	#'s	0.9376		$6,094.40
Sulfuric Acid	3180	gallons	3.15		$10,017.00
Sodium Bicarbonate	6500	#'s	0.66		$4,290.00
Stabilizer	50	#'s	1.9952		$99.76
				Total	$39,995.96
Pricing based on #'s provided by CoK					

EXHIBIT C
SCOPE OF SERVICES

SCOPE

The City is seeking a Contractor to deliver pool chemicals on an as needed basis at the Bob Makinson Aquatic Center and Kissimmee Lakefront Splash Pad, which is owned and operated by the City of Kissimmee.

CHEMICAL DELIVERY

Chemicals will be delivered to Bob Makinson Aquatic Center, 2204 Denn John Ln, Kissimmee, FL and to Kissimmee Lakefront Park Splash Pad, 201 Lakeview Drive, Kissimmee, FL on an as need basis. Deliveries will be made Monday - Friday before 9:00 a.m. The City will notify Contractor 48 hours in advance when a chemical delivery is needed for each location, and Contractor shall make chemical delivery to the specified location within 48 hours of receiving notification. In the event an emergency chemical delivery is needed, City will notify Contractor and Contractor shall make it's best effort to make the emergency chemical delivery to the specified location within 24 business hours of receiving notification.

Contractor will deliver chlorine and acid, which shall be placed into pump room tanks labeled for the appropriate chemical. Other chemicals will be placed in pump room.

DELIVERY RECEIPT

Delivery receipt must be signed by Aquatics Supervisor or designee at Bob Makinson Aquatics Center or Parks Foreman or designee at Kissimmee Lakefront Park Splash Pad. In the event there is no staff onsite to sign for delivery, receipt must be emailed within 4 hours to the Parks and Recreation Office Manager (Andrea.Campbell@kissimmee.gov). City will only pay for quantities of chemicals verified as delivered.

CONTRACTOR's monthly invoice will separately list quantity of all chemicals delivered to each facility during the billing period.

BOB MAKINSON AQUATIC CENTER

Approximate annual usage of chemicals at Bob Mankison Aquatic Center:

Chlorine: 5,980 gal/year

Sodium Bicarbonate: 130 bags/year

Calcium: 130 bags/year

Sulfuric Acid: 3,180 gal/year

Cyanuric Acid: 400 lbs/year

KISSIMMEE LAKEFRONT PARK SPLASH PAD

Approximate annual usage of chemicals at Kissimmee Lakefront Splash Pad

Chlorine: 180 bags/year

Sulfuric Acid: 180 gal/year

ITEM 7.J
Sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events

Request

Approval to accept sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events in the amount of $25,000 in order to provide funding for special events at Lakefront Park.

Explanation

On April 11, 2023 the Parks and Recreation Department submitted an application to the Kissimmee Utility Authority (KUA) to sponsor and support the City's 2023 Festival Series, which includes events such as: Kissimmee Festival of Lights, Martin Luther King Jr. Unity Festival, Juneteenth, Pridefest, Monumental 4th of July and Fandom. Based on this application, KUA awarded the City a $25,000 sponsorship to provide funding for the City's 2023 Festival Series.

These funds will allow the Parks and Recreation Department to host and promote high quality community events that create leisure experiences designed to enhance the quality of life for the City's residents and visitors. As a condition of this award of sponsorship, KUA will be listed as a sponsor on promotional materials and event advertisements and KUA will have the option to host a KUA Kids Zone and other activities during the City's 2023 Festival Series.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-505252 00100366-366001		Increase Increase		$25,000 $25,000

Financial Summary:

The Events and Venues division will use this sponsorship for upcoming special events at the Lakefront Park through their operating account.

Recommendation

Recommend approval to accept sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events in the amount of $25,000 in order to provide funding for special events at Lakefront Park.

REQUESTED CITY COMMISSION ACTION:

Accept
Approve

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):
1. 2023 City of Kissimmee Events Sponsorship Request

Adriana Seda

From: Kissimmee Utility Authority <no-reply@kua.com>
Sent: Tuesday, April 11, 2023 3:46 PM
To: Adriana Seda
Subject: New Entry: Community Sponsorship Request

Organization Name
City of Kissimmee

Address
101 Church St
3rd Floor
Kissimmee, FL
34741
US

Contact Person
Kayla Rogers

Phone
(407) 973-6525

Email
kayla.rogers@kissimmee.gov

Is your organization’s address located in KUA’s service territory?

Yes

Are you a tax exempt organization seeking a donation?

Yes

Tax-exempt Number:

596000348

Are you a religious organization seeking a donation?

No

Are you willing to make a presentation to our Board of Directors about your organization’s mission and contributions during our monthly board meeting if called upon?

No

Mission of Organization:

The City of Kissimmee's Mission is to provide quality, effective and efficient service to our citizens. In providing such service, we hold the following values:
-We valued education and training to bring about a professional commitment to efficiently serve our community
-We value employees, who are loyal to the organization because only then are they committed to the goals of the
organization

-We value communication as necessary tool in promoting teamwork throughout the City
-We value employees, who exhibit basic moral values that stress the importance of treating co-workers and citizens with
respect and fairness
-We take pride in our work and value being the best we can be
It is our fervent commitment to foster an environment of respect for the rights of all people. We pledge this to our
customers...the citizens of Kissimmee.

Please state the purpose of request (i.e. event or campaign) and how the dollars will be used:

Funding would be used to support the City's 2023 Festival Series, including Festival of Lights Parade, MLK, PrideFest Kissimmee, Juneteenth, Monumental 4th of July and Fandom Kissimmee.

Please state desired item or total amount of request sponsorship:

25,000

Please list other confirmed participating sponsors:

Experience Kissimmee and AdventHealth

Name of the event

City of Kissimmee 2023 Festival Series

Expected Event Attendance

30,000-40,000

Location of Event

City of Kissimmee

Will there be a financial ask of the guests at the event?

Not Applicable

By what means would your organization publicly acknowledge its receipt of a KUA sponsorship? (i.e. ad in event program, newsletter, logo printed on t-shirts)?

The KUA sponsorship would be acknowledged in all event marketing, including broadcast, social media and print.

By checking this box, you agree you will provide KUA with logo recognition as explained above for the sponsorship. Failure to comply with this agreement could result in any future sponsorship consideration. To request a high quality version of our logo, please contact pr@kua.com.

Agree

Target audience ethnicity: (select all that apply)

Asian
African American
Caucasian
Hispanic/Latino
Native American

Children/Youth
Family

Organization Facebook URL

https://www.facebook.com/CityofKissimmee/

Organization Twitter Tag

http://twitter.com/CityofKissimmee

Organization Instagram Tag

http://instagram.com/CityofKissimmee

File Upload

COK-Tax-ID-12.31.2019-thru-12.31.2024.pdf

File Upload

COK-Festival-Calendar-ALL.docx

Currently our local community is enduring the COVID-19 pandemic, a virus that has impacted the entire region, state, country and world. In response to the pandemic, guidelines have been issued by the U.S. government's Centers for Disease Control and Prevention (CDC) to prevent and reduce transmission of the disease. These guidelines include heightened facility sanitation and personal hygiene, encouraging the wearing of masks in public and maintaining social distancing between individuals. During this pandemic, the State of

Florida and Osceola County have also issued various guidelines and mandates related to social distancing and mask-wearing. By signing this sponsorship application, you and your organization are certifying that you are aware of these CDC, State of Florida and Osceola County guidelines and mandates in response to the COVID-19 pandemic and that your organization is taking appropriate precautions to ensure your organization's event complies these COVID-19 guidelines and mandates.

Agree

Sent from Kissimmee Utility Authority

ITEM 7.K
Task Order No. 2 for Professional Service Agreement with Avcon, Inc., for Taxiway Delta Design

Request

Staff requests Commission approval of Task Order No. 2 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for engineering design and permitting services for rehabilitate, mark, and light Taxiway Delta & Rims.

Explanation

The Kissimmee Gateway Airport's 3-year Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Delta (TW D). The Pavement Condition Index (PCI) rating evaluates pavement conditions assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a "poor condition" and the current average number assigned to TW D is 47.5. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will straighten an adjacent pavement, Taxiway Charlie, to meet the FAA's Runway Incursion Mitigation (RIM) Program.

The professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for engineering design and permitting services. An independent review was conducted on the service fees, as required by the FAA, and found acceptable. All hours and expenses are included in Lump Sum Costs as shown in Attachment A of the provided document, which are consistent with the original project agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393 47000331-331410	AP2305 AP2305	Increase Increase	500,000 500,000	

Financial Summary:

The design project cost is $500,000, 90% FAA ($450,000). Typically, the Florida Department of Transportation (FDOT) will offer 8% ($40,000) at a later offer/date and require a local match (Airport) of 2% ($10,000).

Recommendation

Staff recommends Commission approval Staff requests Commission approval of Task Order No. 2 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for engineering design and permitting services for rehabilitate, mark, and light Taxiway Delta & Rims.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) AVCON_Task Order No. 2 Signed

AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

TASK ORDER NO. 2
TO THE
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)

AND

AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)

This is a TASK ORDER entered into, effective this 18th day of July 2023, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7, 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this TASK ORDER, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical design engineering services in connection with Attachment A as follows:

REHABILITATE, MARK, AND LIGHT TAXIWAY DELTA & RIMS – ENGINEERING DESIGN AND PERMITTING

Also known as the **PROJECT**. All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein.

The **LUMP SUM COST** of this TASK ORDER is Five Hundred Thousand Dollars and Zero Cents (**$500,000.00**) as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The anticipated construction phase of the physical project improvements is understood to be approximately $6Mto $8M, to be completed at a later date. The SPONSOR project representative and **AVCON** shall jointly determine interim production and review milestones.

This TASK ORDER and all referenced attachments shall constitute the complete work order for this assignment.

Client Concurrence:

CITY OF KISSIMMEE

By: _____
Authorized Signature

Honorable Olga Gonzalez

Mayor - Commissioner

Date: _____

_____
ATTEST

Date: _____

Approved as to form and legality

_____
City Attorney Date

Consultant Concurrence:

AVCON, INC.

By: _____
Authorized Signature

Sandeep Singh, P.E.

President

Date: 6/26/23

_____
ATTEST

Date: 6/26/23

ATTACHMENT A

SCOPE OF SERVICES FOR

CITY of KISSIMMEE GATEWAY AIRPORT

REHABILITATE, MARK, AND LIGHT TAXIWAY DELTA & RIMS – DESIGN AND PERMITTING
FAA AIP\BIL GRANT FY 2023
FDOT FPN: 438446-1

This Scope of Services includes the design and permitting services to generate construction documents for the **PROJECT**, and associated improvements. The following terms are utilized: SPONSOR or Airport – City of Kissimmee Gateway Airport; CITY – City of Kissimmee, CONSULTANT – AVCON, Inc; DISTRICT or SFWMD – South Florida Water Management District; FDEP/DEH – Florida Department of Environmental Protection / Department of Environmental Health; ACOE – Army Corps of Engineers, FAA – Federal Aviation Administration, FDOT – Florida Department of Transportation, KUA – Kissimmee Utility Authority, TWA – Tohopekaliga Water Authority, FWC – Florida Fish and Wildlife Conservation Commission.

I. PROJECT DESCRIPTION

This project consists of the design and permitting necessary for the construction of airside civil and electrical improvements to rehabilitate the Taxiway Delta pavements and remove the non-standard Taxiway Charlie pavement hotspot at TW Delta and TW Charlie intersection on the Kissimmee Gateway Airport (ISM). The intersection with the runway is not 90 degrees so this will be corrected under Runway Incursion Mitigation System (RIMS) program. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards.

II. TASKS

The design services will be performed by:

CONSULTANT: AVCON, Inc.

The Design Services performed by the CONSULTANT can generally be described as preliminary and final design, permitting, bidding, and specialty data collection services.

The Scope of Services for the CONSULTANT is broken out into **BASIC SERVICES** and **SPECIAL SERVICES.**

BASIC SERVICES includes:

A. Preliminary Design

a. Project Coordination

Review record drawings, interview Sponsor staff, visit the site, and conduct a field analysis of the existing conditions pertinent to the PROJECT; generate and review sub-consultant scopes of work and schedule; establish billing and reporting procedures; establish lines of communication, etc. Conduct and submit minutes from Pre-design meeting. Includes federal grant application.

b. Preliminary Investigations

Coordinate pre-design geotechnical investigation, topographic survey requirements, existing drainage conditions, existing electrical conditions, and coordinate and/or monitor the field activity of each with the Airport.

c. Analyze design soils exploration report, survey data, existing drainage, and electrical conditions.

Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate and determine suitability of subgrade materials for use as a foundation for the new pavement structures. Evaluate the existing topographical features. Determine electrical conditions and routing at the airfield within PROJECT limits.

d. Define Design Parameters

Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the Sponsor. Work with tenants to develop any special phasing plans for staged construction concepts. Provide exhibits to SPONSOR and tenants, and attend meetings to review and modify concepts..

e. Develop Design

Based on existing soils and materials conditions and consideration of the loading of the design traffic, assess most technically and economically appropriate alternatives and develop design for the site work pavements. Review environmental and geotechnical reports to develop preliminary drainage and environmental mitigation concepts and begin drafting designs.

f. Coordinate Preliminary Project Layout & Phasing Plans

Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits, identify all pertinent existing facilities both within and immediately adjacent to construction limits, as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

B. Final Design

a. Finalize Construction Plans

Complete the plan set to include, at minimum: Cover Sheet, Summary of Quantities, Utilities and details, Project Site Plan with General Notes, Grading and drainage Plans, Typical Sections and Paving Details, Marking and Signage Plan, Marking and Signage Details Sheet, Electrical Lighting Plan, Electrical Details, Site lighting\photometrics, Cross-sections, Landscaping, Irrigation, for an estimated total of approximately *150 to 200 Plan Sheets*. Slight variation may occur to this list depending upon the scale chosen by the

CONSULTANT.

b. Prepare Project Manual and Design Reports

FAA Standard Airport General Provisions and Technical Specifications per AC 150/5370-10 - latest edition at the time of execution of this Professional Services Agreement will be used as a basis in the preparation of the project manual for the PROJECT. In addition, the CONSULTANT will prepare an Engineer's Report (ER) with cost estimate, Construction Management Plans (CMP), and Construction Safety and Phasing Plan (CSPP), for submission to the SPONSOR and others. The CMP and CSPP documents will not be considered complete until a successful bidder has been selected. Landside design engineering specifications will include FDOT standard Road and Bridge specifications as necessary where FAA specifications may not cover required design elements. In addition, local utility provider details and specifications will be included, but not limited to, TWA and KUA.

c. Conduct 60% Plan Review with Sponsor.

Submit 60% plans to the Sponsor and others for approval. A 60% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to written review comments.

d. Conduct a 90% Plan Review with Sponsor.

Submit 90% plans and Engineer's Report and other documents necessary to bid the project, to the Sponsor and others for review. A 90% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to 90% Sponsor written review comments. It is understood that once the Sponsor comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments into the 100% documents. Submit 7460-1 and CSPP to FAA for permitting.

e. Submit 100% Bid Documents

Generate and print / submit 3 sets of 100% complete construction plans for the Sponsor to distribute to the FDOT, and others, ready for bidding.

SPECIAL SERVICES include:

A. **Project & Cost Administration**

1. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, SPONSOR, and funding agencies of new developments throughout the design phase of the project.

2. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the SPONSOR and interested parties to inform them of the goals and objectives of the design phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will notify the SPONSOR and FAA immediately of any impacts to the

budget.

3. Accounting Administration – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out all phases of the project. The CONSULTANT will prepare and submit monthly invoices to the SPONSOR for services provided to the SPONSOR and for costs incurred by the CONSULTANT and its sub-consultants.

4. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the SPONSOR, FDOT, the FAA, and other interested parties; disseminating interim project information to the SPONSOR, FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of six (6) years.

B. **Disadvantaged Business Enterprise (DBE) Goal and Methodology Update**

The CONSULTANT will update the DBE goals and goal-setting methodologies, in accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The CONSULTANT will prepare the DBE program annual update to the FAA and revise the Airport's Overall DBE Goal Setting Methodology as required by Federal rules. These services would be conducted in accordance with the requirements of 49 CFR Part 26 for the Airport. Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts.

C. **SFWMD Permitting -** Storm Water Management Permit Application

The CONSULTANT will prepare full calculations, sketches, and descriptions, and prepare appropriate letters and applications for the SPONSOR to submit to the South Florida Water Management District (SFWMD) to obtain a permit modification to the existing Airport master drainage permit for the PROJECT. The project fee is based on a full application with supporting calculations, modeling, reports, and application fee, as necessary per DISTRICT rules. It is anticipated that the existing storm-water management facility will need to be modified to accommodate the proposed improvements.

D. **Topographic Land Survey**

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a survey which defines the horizontal and vertical limits of all physical features of the existing site that will be altered for the construction of the new facilities included in the PROJECT. The survey will locate all physical features and provide as necessary grades of the existing ground, buildings, sanitary, water, power and telephone distribution utilities, existing airfield cable utilities, and FAA/NOAA facilities providing the basis for the design.

E. **Geo-technical Testing Program**

The CONSULTANT will retain a qualified professional geo-technical testing services firm to perform investigations of the existing on-site subsurface soil conditions, in accordance with FAA procedures which will enable the design of the PROJECT in accordance with FAA criteria. In addition, deep borings will be collected for proposed building locations. Permeability tests for storm water calculations, Q-values, and California Bearing Ratio (CBR) tests will be performed for soil strength necessary for pavement and foundation designs.

F. **Biotechnical Engineering and Permitting**

The CONSULTANT will retain one or more qualified professional biotechnical review firms to review the existing project site for threatened and endangered species, and wetlands. The professional sub-consultants will prepare reports or letters, as appropriate, addressing any actionable items necessary to receive permits from relevant governing agencies, including FDEP, ACOE, SFWMD, and FWC. The physical construction of the project by a contractor may include elements of mitigation necessary, depending the results of the studies. This element includes an amount for mitigation banking deposit of 10% which may be necessary to secure the environmental permits, due to the potential for Florida Wood Stork habitats which could be impacted.

III. DELIVERABLES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A justification statement along with the deliverables below, or other means of verification will be provided with each invoice attesting to the work performed.
- 30% Design Plans – Unlimited PDF versions,
- 60% Design Plans - Unlimited PDF versions,.
- 90% Design Plans - Unlimited PDF versions,.
- 100% Design Plans - Unlimited PDF versions,.
- Subconsultant reports - Unlimited PDF versions,.

Attachments:

EXHIBIT B – CONCEPTUAL PROJECT AREA
EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

EXHIBIT B – CONCEPTUAL PROJECT AREA – KISSIMMEE GATEWAY AIRPORT

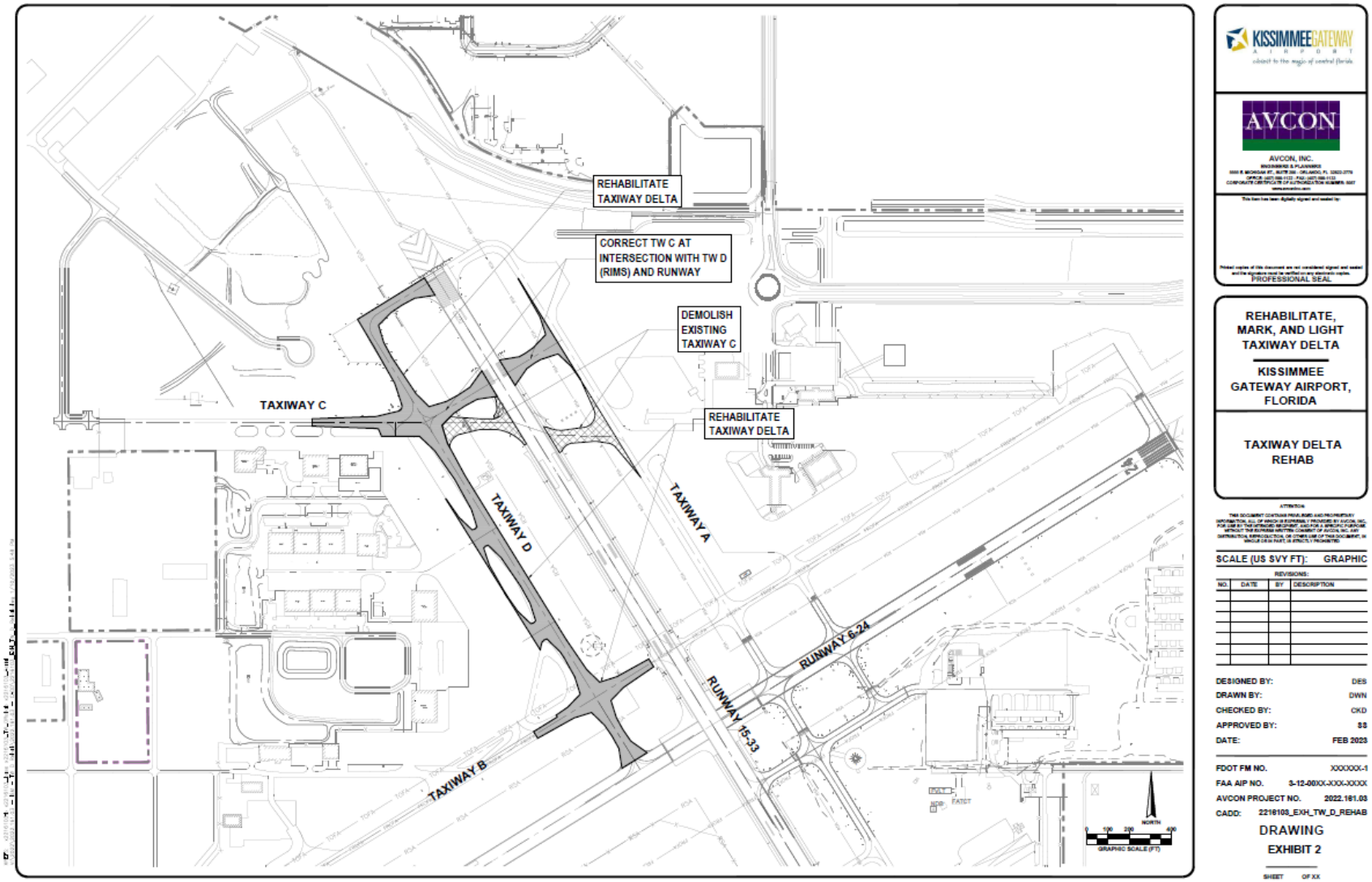


EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION

REHABILITATE, MARK, AND LIGHT TAXIWAY DELTA & RIMS – ENGINEERING DESIGN AND PERMITTING
FAA AIP\BIL GRANT FY 2023
FDOT FPN: 438446-1
KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub-Task		Service Description	Compensation	Method
I. Basic Services				
1	A.	Preliminary Design	$30,000.00	Lump Sum
2	B.	Final Design	$315,000.00	Lump Sum
		SUB-TOTAL Basic Services	**$345,000.00**	
II. Special Services				
3	A.	Project and Cost Administration	$20,000.00	Lump Sum
4	B.	DBE Goal and Methodology Update	$10,000.00	Lump Sum
5	C.	SFWMD Permitting	$45,000.00	Lump Sum
6	D.	Topographical Land Survey	$40,000.00	Lump Sum
7	E.	Geotechnical Testing	$20,000.00	Lump Sum
8	F.	Biotechnical Engineering and Permitting	$20,000.00	Lump Sum
		SUB-TOTAL Special Services	**$155,000.00**	
		GRAND TOTAL All Services	**$500,000.00**	

EXHIBIT D
Kissimmee Gateway Airport (ISM)
REHABILITATE, MARK, AND LIGHT TAXIWAY DELTA & RIMS – ENGINEERING DESIGN AND PERMITTING
FAA AIP\BIL GRANT FY 2023
FDOT FPN: 438446-1
Manhours, Overhead, Profit, and Expenses Analysis

AVON Project # 2022.0161.03

Salary Costs and Direct Costs	**Tasks** 1	2	3	4	5	6	7	8			
Title	*Preliminary Design*	*Final Design*	*Project and Cost Admin*	*DBE Goal and Methodology Update*	*SFWMD Permitting*	*Topographical Land Survey*	*Geotechnical Testing*	*Biotechnical Engineering and Permitting*	*Total Hours*	*Billing Rate Per Hour*	*Extended Costs ($)*
Principal		4	1						5	$280.00	$1,400
Senior Project Manager	20	200	80	1	80	8	8	8	405	$200.00	$81,000
Project Manager									0	$167.00	$0
Senior Planner		40		10					50	$142.00	$7,100
Planner / DBE Specialist		80		80					160	$85.00	$13,600
Project Engineer I\II	80	800			240	20	20		1160	$96.00	$111,360
Resident Engineer									0	$115.00	$0
CADD Tech / Designer	180	1500							1680	$85.00	$142,800
Administrative/Clerical Support	40	810	50	20	45	35	35	10	1045	$70.00	$73,150
Total Hours per Task	320	3,434	131	111	365	63	63	18	4,505		
SubTotal Labor	**$29,780.00**	**$314,600.00**	**$19,780.00**	**$9,820.00**	**$42,190.00**	**$5,970.00**	**$5,970.00**	**$2,300.00**			**$430,410**
Expenses	1	2	2	3	3	4	4	5			
Biotechnical Mitigation Banking Deposit\Gopher Tortoise Allowance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0
Travel (mileage IRS 2023, tolls)	$220.00	$120.00	$0.00	$0.00	$0.00	$30.00	$30.00	$30.00			$430
Per Diem (IRS 2023)\meals\misc expenses	$0.00	$0.00	$220.00	$180.00	$0.00	$0.00	$0.00	$0.00			$400
SubConsultants	$0.00	$0.00	$0.00	$0.00	$0.00	$34,000.00	$14,000.00	$17,200.00			$65,200
Permit Application Fees\Adverts\Filing Fees	$0.00	$280.00	$0.00	$0.00	$2,810.00	$0.00	$0.00	$470.00			$3,560
SubTotal Expenses	**$220.00**	**$400.00**	**$220.00**	**$180.00**	**$2,810.00**	**$34,030.00**	**$14,030.00**	**$17,700.00**			**$69,590**
Total Fees	**$30,000.00**	**$315,000.00**	**$20,000.00**	**$10,000.00**	**$45,000.00**	**$40,000.00**	**$20,000.00**	**$20,000.00**			
Grand Total											**$500,000**

Approximate Construction Cost $6M - $8M

Note: Extended Cost Values Are Rc **23-Jun-23**

ITEM 7.L
Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH) FOR FY2023

Request

Commission review and approval to allow the Kissimmee Police Department to accept funding from the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH).

Explanation

The Florida Department of Health has announced the availability of grant funds to state and local units of government through the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH), FY2023 Local Solicitation. This program allows states and local governments to become equipped with Naloxone which is an opioid antagonist. The funding distribution is based on a percentage of trained staff, organization type and the number of overdoses per year. The City of Kissimmee requested and was awarded 250 units of Naloxone at a cost of $7,500.

Each uniformed employee would carry Naloxone once trained and will respond to overdoses. The goal is for Kissimmee Police Departments employees to immediately administer the Naloxone once on scene.

Recommendation

Staff recommends approval for the Police Department to accept the awarded units of Naloxone from the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH) Program FY2023 at a cost of $7,500.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Betty Holland

Attachment(s):
1. HEROS Program Letter 06-24-23

June 26, 2023

Betty Holland
Kissimmee Police Department
8 Stewart Avenue
Kissimmee, Florida 34741

Dear Betty Holland:

The Department of Health is pleased to award emergency opioid antagonists to your agency through the Helping Emergency Responders Obtain Support (HEROS) Program. The purpose of this program is to reduce the number of drug/opioid overdose-related deaths and adverse events by providing emergency responders with the appropriate pharmaceutical resources to address this crisis.

Your agency has been approved to receive the following emergency opioid antagonist:

Quantity (Doses)	Type	
250	Intranasal	Dose: 4 MG/0.1 ML Package Size 1 package contains 2 doses
0	KLOXXADO	Dose: 8 mg/0.1mL Package Size 1 package contains 1 doses
0	Luerlock Pre-filled Syringe	Dose: 1 MG/1 ML Package Size 1 package contains 10 doses
0	MIN-I-JET	Dose: 1 MG/1 ML Package Size 1 package contains 10 doses
0	Vial	Dose: 0.4 MG/1 ML Package Size 1 package contains 25 doses
0	ZIMHI	Dose: 5 MG/0.5 ML Package Size 1 package contains 2 doses

Florida Department of Health
Division of Emergency Preparedness and Community Support
Director's Office
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722
PHONE: 850/245-4440 • FAX: 850/245-4378
FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board

Your agency must meet the following requirements before receiving the award:

- Awardees must register for the Minnesota Multi-State Contracting Alliance for Pharmacy Agreement (MMCAP). MMCAP's primary function is to provide a full range of pharmaceuticals to its participating agencies. MMCAP participation is free of charge and applicants may register at https://www.floridahealth.gov/licensing-and-regulation/ems-system/_documents/mmcap-app.pdf

- Licensed EMS agency applicants must have the ability to report naloxone administrations through the Emergency Medical Services Tracking and Reporting System (EMSTARS) to document naloxone administrations. All other applicants must have the ability to report to the Washington/Baltimore High Intensity Drug Trafficking Overdose Detection Mapping Application Program (OD Maps) identified in Chapter 401.253(1), Florida Statutes. Applicants may register for OD Maps free of charge at http://www.hidta.org/odmap/.
  Applications may be approved for funding pending registration with OD Maps or software upgrades pending for EMSTARS.

Your agency's requirement status is listed below:

Status	Requirements
Yes	MMCAP
Yes	Reporting Requirement

Your agency is required to meet the MMCAP and the reporting requirements (either EMSTARS or OD Maps). If the Department's records reflect both requirements met, the Department will order the emergency opioid antagonist during the first business week of each month to the shipping address that was provided in your submitted application. The Department will not order the emergency opioid antagonist for your agency until the Department verifies that both requirements have been met.

Upon receiving the product, a designated person shall compare the shipping invoice with the products and quantities received. This person shall verify the shipment and certify the receipt. Any discrepancies (including shortages, overages, or incorrect product) between the listed quantity shipped and the actual quantity received must be noted with notification sent to herosprogram@flhealth.gov the same day. Copies of the invoices/packing slips should be scanned and emailed to herosprogram@flhealth.gov. ***This documentation must be signed by the party responsible for receiving, dated with the receiving date and the discrepancy noted.***

Thank you for your participation in this state HEROS Program. If you need assistance, please contact the Division of Emergency Preparedness and Community Support, HEROS Support Coordinator, at 850-558-9774 or herosprogram@flhealth.gov.

Sincerely,

Doug Woodlief
Division Director
Emergency Preparedness and Community Support

Florida Department of Health
Division of Emergency Preparedness and Community Support
Director's Office
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722
PHONE: 850/245-4440 • FAX: 850/245-4378
FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board

ITEM 7.M

Continuing Services Contract for Roof Replacement, Housing Rehabilitation, and Demolition and Reconstruction - Habitat for Humanity Greater Orlando and Osceola County and Osceola Council on Aging

Request

To approve the selection of Habitat for Humanity Greater Orlando and Osceola County and the Osceola Council on Aging to provide the City with contractor services under RFQ 2023-003 and execute their respective agreements.

Explanation

The City of Kissimmee published RFQ 2023-003 with the intent of selecting one or more non-profit agencies that have housing construction experience to provide construction services for the Housing Rehabilitation and Demolition and Reconstruction programs. Two qualified agencies responded to the RFQ and were selected: Habitat for Humanity Greater Orlando and Osceola County Inc. and Osceola Council on Aging. Both agencies have extensive construction experience and have successfully partnered with the City on various projects in the past.

Once approved, these agencies will work with the homeowners listed on the rehabilitation waiting list to rehabilitate their homes. These agreements are valid regardless of which funding source is being used to do the rehabilitation: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and State Housing Initiatives Partnership (SHIP) programs. The agreements cover a period of three (3) years.

The budget and project scope will be provided separately for each job when the homeowner agreement is presented to the Commission for approval and execution.

Recommendation

Approval of the selection of Habitat for Humanity Greater Orlando and Osceola County and the Osceola Council on Aging to provide the City with contractor services under RFQ 2023-003 and execute their respective agreements.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):

1. (S)Council on Aging Contractor Agreement_RFQ2023-003
2. (S)Habitat for Humanity Contractor Agreement_RFQ2023-003

CITY OF KISSIMMEE AND OSCEOLA COUNCIL ON AGING
CONTINUING SERVICES CONTRACT FOR ROOF REPLACEMENT, HOUSING REHABILITATION / DEMOLITION AND RECONSTRUCTION CONTRACTOR

THIS AGREEMENT is made on this 7th day of July. 2023, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida, 34741, (hereinafter referred to as "City") and **OSCEOLA COUNCIL ON AGING** hereinafter referred to as "CONTRACTOR").

WHEREAS, the City is the recipient of funding from the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership (HOME) Program, and the State Housing Initiatives Partnership (SHIP) Program and a portion of these funds are allocated for housing rehabilitation and demolition and reconstruction services to qualified homeowners; and

WHEREAS, the City requires a Contractor to provide construction management for roof replacement, rehabilitation and/or demolition and reconstruction services; and

WHEREAS, the City advertised a "Request for Qualifications 2023-2026 Housing Rehabilitation/ Demolition and Reconstruction Contractor Continuing Services attached as **Exhibit A**; and

WHEREAS, CONTRACTOR submitted to the City a response to the Request for Qualifications attached as Exhibit "B"; and

WHEREAS, based upon CONTRACTOR'S submitted responses the City wishes to add CONTRACTOR to the List to perform the services outlined in **Exhibit A**.

NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

SECTION 1: RECITALS. The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.

SECTION 2: DEFINITIONS.

a) "Administrator" means the Housing and Community Development Division of the Development Services Department of the City, which shall act on behalf of the City in the execution, funding, and programmatic control of this Agreement.
b) "Approval by the City" or like term means written approval by the Administrator, Director, City Manager or designee, or the City Commission as may be required from time to time.
c) "Eligible person" or "eligible household" means one or more natural persons or a family determined by the county or eligible municipality to be of very

low income, low income, or moderate income according to the income limits adjusted for family size, published annually by the United States Department of Housing and Urban Development based on the gross income of the household.

d) "Parties" shall mean both the City and CONTRACTOR.
e) "Program" is hereby defined as any one of the activities covered under this Agreement: Roof Replacement Program, Owner Occupied Rehabilitation and the Demolition and Reconstruction Program.
f) "CONTRACTOR" shall mean **OSCEOLA COUNCIL ON AGING** with whom this Agreement is entered, and a contract is executed.
g) "Days" shall refer to calendar days.

SECTION 3 – SCOPE OF SERVICES. The City of Kissimmee engages the services of CONTRACTOR to assist with the delivery of the programs outlined in this Agreement and **Exhibit A.**

SECTION 4 - TERM OF AGREEMENT. This Agreement shall be for three (3) years and shall commence on July 19, 2023 and end no later than July 18, 2026, or until all awarded funds have been expended.

SECTION 5 - BUDGET. The City's Roof Replacement Program, Owner Occupied Rehabilitation Program and the Demolition and Reconstruction Program funds shall be used solely for the stated purposes set forth in this Agreement, and expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing costs incurred. Any and all program income earned on the Program funds shall be remitted to the City. If the Program funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of Program funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the City to refund within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in **Exhibit C**. All costs incurred must be fully documented. Any amendments to the budget must be approved in writing by both parties and be in accordance with the City's Agreement. **Exhibit C** also includes the Timeline Guidelines for the project in order to ensure project commencement in a timely manner. Should a Notice to Proceed not be issued within 90 days of a budget submittal, the CONTRACTOR has the option to withdraw their bid and proposal. Should the City decline to proceed with the contract after a final budget has been submitted, the City shall reimburse the CONTRACTOR for expenses incurred in the creation of said budget.

SECTION 6 – PAYMENT.
It is expressly agreed and understood that the total amount to be paid by the City to the eligible persons or households under this Agreement shall not exceed the maximum award for the applicable program.

Reimbursement of eligible expenses shall be made in accordance with performance using the **Request for Payment** form provided as **Exhibit D**. Requests for change orders must be submitted for review and approval in the form provided as **Exhibit E.**

SECTION 7 – NOTICES.
Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

CITY OF KISSIMMEE
Frances DeJesus, Housing and Community Development Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
(407) 518-2156
frances.dejesus@kissimmee.gov

OSCEOLA COUNCIL ON AGING
Wendy Ford
700 Generation Point
Kissimmee, FL 34744
(407) 846-8541
fordw@osceola-coa.com

SECTION 8– CONTRACTOR RESPONSIBIILITIES.
1. CONTRACTOR agrees to protect, defend, and indemnify the Owner from any claims for work, labor, or materials with respect to CONTRACTOR's performance. Final payment shall not be due until CONTRACTOR has delivered to City a complete release of all liens or a conditional release indicating balances owed and indemnifying the City from any further claims by any person for work completed arising from, or related to, CONTRACTOR's performance.
2. CONTRACTOR shall provide individuals in the capacities of Principal, Project Manager, Manager, and Construction Supervisor. The Principal or Project Manager shall have legal authority to represent the CONTRACTOR. The Project Manager shall be the single point of contact for coordinating with the City. The

Construction Supervisor shall coordinate construction work and associated contracts. The Construction Supervisor must certify delivery and functional/operating performance of contract work.

3. CONTRACTOR shall coordinate the pre-inspection walk-through in order to develop the scope of work for the job.
4. CONTRACTOR agrees to direct, supervise, and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain licenses and coordinate other services for the proper rehabilitation of the identified property. All work shall be satisfactorily completed after the notice to proceed is received. All work shall be completed in a workmanlike manner according to the standard practices and in accordance to the City of Kissimmee's Rehabilitation Standards attached in **Exhibit G**. The estimated completion date for each project shall be approximately 45-180 days from issuance of city permit depending on the project. Depending on the scope of work for a particular project. If Owner is not able to reside on the premises during the construction; a reasonable time of operation shall be established between the Owner and CONTRACTOR. CONTRACTOR understands that Owner is securing alternative housing during the duration of the project and therefore, time is of the essence.
5. No work shall commence by CONTRACTOR until CONTRACTOR has received a written Notice to Proceed from the City. The Notice to Proceed shall be issued within five (5) days from the date of full execution of this Agreement and the recorded Owner's Note and Mortgage, or if it is not, CONTRACTOR has the option of withdrawing the bid and proposal. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.
6. All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve CONTRACTOR from the responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and
   CONTRACTOR shall not be released from the responsibility by any sub-contractual agreement CONTRACTOR makes with others. CONTRACTOR shall be required to furnish to the Owner and the City, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
7. CONTRACTOR shall conduct, supervise, and direct the work using CONTRACTOR's best skills and attention without interruption or interference.
8. CONTRACTOR shall provide the Owner with evidence that CONTRACTOR has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate Building Inspectors.
9. CONTRACTOR shall not employ any unfit or underage person or anyone not skilled in the task assigned to him.
10. CONTRACTOR shall not assign this Agreement without the express written consent of the Owner and City.
11. CONTRACTOR shall be responsible for the acts and omissions of their contractors and employees, and all subcontractors, their agent and employees, and all other

persons performing any of the work on the project under this Agreement or as provided for in any approved change order.

12. CONTRACTOR shall permit the City Building or other Department or any designated representative to examine and inspect the rehabilitation work under this Agreement at any reasonable time and in any reasonable manner.
13. CONTRACTOR shall be liable for any re-inspection fees.
14. CONTRACTOR shall obtain the Owner's approval of all finish material, products and colors to be used in the project and within the agreed upon allowances that CONTRACTOR has used as a basis for this Agreement. All colors chosen by the Owner and CONTRACTOR shall be of a neutral color.
15. CONTRACTOR will adhere to Program regulations regarding eligible activities, eligible program participants, performance reports and administrative costs.
16. CONTRACTOR shall maintain all records that are pertinent to the activities to be funded under this Agreement. Retention of all records pertinent to expenditures incurred under this Agreement must be kept for five (5) years from the date of final payment.
17. CONTRACTOR shall provide the oversight, administration and project management necessary to accomplish all activities in a timely manner.
18. CONTRACTOR is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.
19. CONTRACTOR shall submit the Request for Payment signed by CONTRACTOR and the Owner and mailed to: Housing and Community Development Division, Development Services, City of Kissimmee, 101 Church St. Kissimmee, Florida 34741 or e-mail to: frances.dejesus@kissimmee.gov. In the event there are any new additions and deductions approved by Change Orders, each Agreement shall be amended to include those changes.

SECTION 9 - CITY RESPONSIBILITIES.

1. City's responsibilities under this Agreement are limited to conducting client eligibility process, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to CONTRACTOR for the agreed upon work.
2. City shall issue payments, on behalf of the Owner, directly to CONTRACTOR, for such building materials and supplies as are necessary for the performance of the rehabilitation work, subject to additions and deductions approved by Change Orders, as limited by the Agreement, not to exceed the maximum award allowed by the program.

3. City shall not be responsible for any cost overruns in excess of the amount agreed upon at each closing. The City will maintain on hand such sum to pay for the agreed upon construction when completed. Such sum shall be paid directly to CONTRACTOR.
4. The City shall cooperate with CONTRACTOR and the Owner to achieve the goals and objectives of the program in alignment with the timeline established by the executed AGREEMENT for that project.
5. The City shall notify CONTRACTOR of any changes as they become available, in SHIP, CDBG, or HOME regulations or program limits that affect the project. The

City shall also notify CONTRACTOR of the type of funding to be used for each project prior to the budget submittal to ensure the CONTRACTOR has the opportunity to fully comply with the unique requirements of each funding source.

Nothing contained herein shall relieve CONTRACTOR of its responsibilities as provided under this Agreement.

SECTION 10 – OTHER REQUIREMENTS.

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as CONTRACTOR is an independent contractor, except as approved as reimbursable expenses to CONTRACTOR under this Agreement.

B. Hold Harmless

CONTRACTOR agrees to defend, indemnify and hold the City and Florida Housing Finance Corporation harmless from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from CONTRACTOR's performance or nonperformance of this Agreement. CONTRACTOR shall not be liable for acts of the City, its officers, agents or employees. Nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

C. Insurance and Bonding

CONTRACTOR shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, or as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the City. CONTRACTOR shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of CONTRACTOR's fault or negligence in connection with this Agreement. CONTRACTOR shall, prior to commencing work, furnish evidence to the City of required comprehensive liability insurance in an amount not less than $1,000,000.00 and $1,000,000.00 umbrella insurance naming the City as a certificate holder. Furthermore, all subcontractors utilized by CONTRACTOR shall provide proof of insurance to the City naming the City an additional insured.

CONTRACTOR shall also provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

CONTRACTOR shall also provide the City of Kissimmee a copy of the Certificate of Insurance.

D. Amendments

The City or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization, Such amendments shall not invalidate this Agreement, nor relieve or release the City or CONTRACTOR from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and CONTRACTOR.

E. Suspension or Termination of Agreement

1) With thirty (30) days written notice specifying the effective date, the City may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

    a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP, CDBG, or HOME guidelines, policies, or directives as may become applicable at any time;
    b) Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
    c) Submission by CONTRACTOR to the City of reports that are incorrect or incomplete in any material respect;
    d) Ineffective or improper use of funds provided under this Agreement;
    e) Failure of CONTRACTOR to supply the City with reports and annual audits as required by the City herein;
    f) Failure of CONTRACTOR to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
    g) Suspension or termination by the State of the grant to the City under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, CONTRACTOR may adjust its budget and recommend Agreement amendments to the City.
    h) The City may also terminate, assign or transfer this Agreement when required by State direction.

2) CONTRACTOR may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such

request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

SECTION 11 – ADMINISTRATIVE REQUIREMENTS.

CONTRACTOR agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

A. Financial Management

1) Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21–26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

CONTRACTOR shall administer its Project in conformance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", (formerly, OMB Circular A-110); 2 CFR Part 230, "Cost Principles for Non-Profit Organizations", (formerly, OMB Circular A-122); and OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Attachment B shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. Records- Public Records

1) Records to be Maintained

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities

to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to determine the eligibility of activities;
c. Records documenting compliance with the fair housing and equal opportunity components of the Program;

2) Retention

CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Program Close-Out

CONTRACTOR's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), completion of the one year warranty period, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that CONTRACTOR has control over SHIP, CDBG, or HOME funds, including program income.

In the event CONTRACTOR does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by CONTRACTOR and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to CONTRACTOR under this Agreement.

4) Access To Records

At any time during normal business hours and as often as the City, Florida Housing Finance Corporation and/or the State of Florida may deem necessary, CONTRACTOR shall make available to the City, Florida Housing Finance Corporation and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, CONTRACTOR shall permit the City, Florida Housing

Finance Corporation, and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

5) CONTRACTOR Audit Requirements:
All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the City, and the State of Florida or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CONTRACTOR audits and 2 CFR Part 200.

a) An agency that expends $750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. If that is the case with CONTRACTOR, CONTRACTOR is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

   i. Financial Statements
   ii. Schedule of Expenditures of Federal Awards
   iii. Summary Schedule of Prior Audit Findings
   iv. Auditor's report
   v. Corrective Action Plan for current year audit findings

b) Agencies that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

c) All CONTRACTOR audits shall be completed within 180 days after the ending date of CONTRACTOR's fiscal year. One (1) copy of each audit report shall be delivered by CONTRACTOR to the City.

d) If CONTRACTOR is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:

i. Withhold a percentage of funds until the applicable audit is completed satisfactorily;
ii. Suspend further disbursements of funds until the audit is conducted; or
ii. Terminate this Agreement in accordance with Section 10 E. Suspension Or Termination Of Agreement of this Agreement.

SECTION 12 – PARTICIPANT CONDITIONS.

A. Civil Rights and Compliance with Federal Laws

CONTRACTOR agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1. Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2. Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

3. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

4. Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be
subjected to discrimination under any program or activity receiving federal financial assistance.

5. The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. The Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Executive Order 11063 as amended by Executive Order 12259 – which requires equal opportunity in housing and related facilities provided by federal financial assistance.

8. Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

B. Nondiscrimination

CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

SECTION 13 – BUILD AMERICA BUY AMERICA ACT.

CONTRACTOR agrees to follow the domestic procurement preference which requires that all iron, steel, manufactured products, and construction materials used in this project are produced in the United States.

SECTION 14 - SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 15 - WAIVER.

The City's failure to act with respect to a breach by CONTRACTOR does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

SECTION 16 - JURY TRIAL, VENUE & ATTORNEY FEES.

Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in Orange and Osceola County, Florida

SECTION 17 - ENTIRE AGREEMENT.
This Agreement constitutes the entire agreement between the City and CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and CONTRACTOR with respect to this Agreement.

SECTION 18 - APPLICABLE LAW
This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OSCEOLA COUNCIL ON AGING
By: Wendy Ford
Signature

Title: President and CEO

State of Florida
County of Osceola

The foregoing instrument as acknowledged before me on this 7th day of July, 2023, by Wendy Ford.
He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

Notary Public Janice L. Newrick-Casler

JANICE L. NEWRICK-CASLER
MY COMMISSION # HH 217117
EXPIRES: March 21, 2026

CITY OF KISSIMMEE

By:_____
Olga Gonzalez, Mayor

Attest:_____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
City Attorney

OSCEOLA
COUNCIL ON AGING
Serving All Generations

FUNDING PROVIDED BY

City of Kissimmee

City of St. Cloud

Department of Agriculture

Department of Children and Families

Department of Economic Opportunity

Department of Elder Affairs

Department of Housing & Urban Development

Heart of Florida United Way

Osceola County Board of County Commissioners

Senior Resource Alliance

EQUAL HOUSING OPPORTUNITY

Serving Seniors, Disabled Adults, the Disadvantaged and Families in Poverty in Osceola County for 50 years.

EXHIBIT A
RESPONSE TO REQUEST FOR QUALIFICATIONS

05/03/2023

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741
RFQ2023-003 Rehab By Not For Profit Continuing Services

Dear Brandon Durango,

Enclosed is the application proposal for the City of Kissimmee RFQ2023-003 Rehab By Not For Profit Continuing Services

Enclosed are the following documents:

1. Application (Main Proposal)
2. Certificate of Good Standing (SunBiz and SAM)
3. Evidence of Insurance (Certificate of Liability/City of Kissimmee as additionally insured)
4. Evidence of Financial Stability (March 2023 Balance Sheet)
5. References (Main Proposal)
6. Conflict of Interest Statement
7. Capacity of Company (Main Proposal)
8. RFQ Submittal Checklist

Please let me know if you will need anything else at this time.

Thank you,

Wendy Ford
President and CEO
Osceola County Council on Aging, Inc.

Barney E. Veal Center
700 Generation Point, Kissimmee, FL 34744
Phone: 407-846-8532 · Fax: 407-846-8550
email: info@osceola-coa.com · www.osceolagenerations.org

OSCEOLA COUNCIL ON AGING
Serving All Generations

FUNDING PROVIDED BY

City of Kissimmee

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Main Proposal

The Osceola Council on Aging (OCOA) is a 501 (c) 3, non-profit, private charitable organization dedicated to providing services which enable the independence and self-sufficiency for low-income seniors, disabled adults, and disadvantaged families living in poverty. Our organization strives to enable our client's independence in several ways, with Home Repair/Modifications being the method of greater impact towards our goal. Many in our community cannot afford to move or relocate themselves, especially in the current housing market, as their homes fall into a state of disrepair. This state of disrepair is the result of clients who are unable to afford the cost or actually perform the most basic of repairs due to frailty of age. The OCOA recognizes these roadblocks and have developed several programs over the last twenty-six years which address our clients' need for home rehabilitation/repair.

106 frail, elderly, disabled and disadvantaged homeowners (inclusive of 29 veterans) residing in the City of Kissimmee during 2021, received services provided through our Helping Homebound Heroes Program, Rehabilitation, Chore Services and Weatherization Assistance Program as follows:

Helping Homebound Heroes- Home Depot Foundation again recognized the Council in January of 2023, for a seventh year, with a $225,000 grant to perform home repairs and modifications (including wheelchair ramps) for veterans and their spouses only. This funding will continue to allow our agency to increase our services in Osceola County, where a long history of veterans have chosen to make their home. Home Depot Foundation is likely to continue to support this initiative in 2024, as our agency has been invited to attend the annual conference of the Home Depot Foundation in August, 2023.

Rehabilitation- Provides, for the last twenty-five years, modification to improve the safety, accessibility and comfort of homes. Services include: Carpentry, plumbing, painting, electrical and related renovation tasks to the interior and exterior of the homes, and installation of safety devices and ramps for the disabled.

Chore Services- Home tasks such as cleaning, essential errands, yard work, window washing, simple household repairs, lifting and moving, pest control and household maintenance for persons who are frail or disabled. This program has been ongoing since 1997.

Weatherization- Low-income households reduce their energy bills by making their homes more energy efficient. Services include energy efficiency checks, and repair or replacement of insulation, doors, windows, water heaters, heating units, air conditioning units, and major electrical appliances. The OCOA has provided our community with Weatherization services since 2008.

Barney E. Veal Center
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email: info@osceola-coa.com · www.osceolagenerations.org

Frail and low-income individuals are able to remain in their homes, living self-sufficiently through the benefits afforded through our Home Rehabilitation programs. On average, each homeowner/client that is served through Home Rehabilitation receives approximately $4,480 in repairs, appliances, and services that result in safer living conditions and the ability to retain more of their household income.

The Council is the only local provider contracted by the Senior Resource Alliance, our Area Agency on Aging, to provide Home Repair and Chore Services to senior citizens through the Department of Elder Affairs Older American Act Programs. The Council also administers the Weatherization Assistance Program in Orange and Osceola Counties, it is the only state-designated service offered to low-income seniors, disabled homeowners, and disadvantaged families for home improvement in our local community.

Our organization has amassed many stories and examples of our Home Repair programs and the following are demonstrative of successful projects similar in nature and scope described in the RFQ. Our first example is the home of Mrs. Yager. Mrs. Yager was living in the mobile home she and her husband purchased in the 1980's, however after the death of her husband, she was no longer able to maintain the upkeep and repair on her home. When our staff inspected her home there was a huge hole in her kitchen floor and her sink and cabinets were falling into it due to a small, continual plumbing leak. Her master bathroom toilet was also falling through the floor and the walls in the guest bathroom shower had completely deteriorated. The exterior walls of the home were also deteriorated to the point where rats were entering the home. Our main priority was her safety and we immediately began work, repairing the toilet and floor in her bathroom and repairing the entirety of her kitchen floor. This involved fixing the leak, replacing seven floor joists and the entire sub-floor. We also retiled the floor and installed new custom cabinets and kitchen sink. The outside of the home was completely replaced with new exterior siding, sealed, and painted. Our agency also exterminated the rats living within. Her guest bathroom was repaired through funds from another program provided by Osceola County. ***Date of Project - 2017-2018, Chip Ford 407-252-0851***.

Our second example is the home of Mr. Phaneuf. Mr. Phaneuf was experiencing multiple leaks in his roof, where upon every time it rained sections of his ceiling and interior walls were becoming water-logged and damaged. Our agency sub-contracted the roof work to an outside vendor, Total Roof, while our Home Repair staff attended to the damage inside the home, utilizing safe mold remediation practices. We were able to repair the home and cover the cost through leveraging several home improvement programs; one program covered the roof cost, the other paid for the improvements on the inside of the home. Mr. Phaneuf received a new HVAC system, new plumbing faucets, wall and ceiling repair, solar screens, and a new refrigerator by combining our Helping Homebound Heroes and Weatherization Assistance Program funding. ***Date of Project - 2018, Chip Ford 407-252-0851.***

Our third example of home repair is comprised of an annual project we complete with our Valencia College Youthbuild students. Each year we complete a substantial home renovation. These home rehab projects take place for 12-16 weeks with our staff supervising and teaching basic carpentry and construction to the youth in the program. One of the last houses we completed was Ms. Wood's home. Her husband was a Veteran and we were able to leverage the Youthbuild dollars with our Home Depot- Helping Homebound Heroes Program dollars. Ms. Wood's husband had just recently passed away when we began her renovation. She needed new flooring, two new bathrooms, fencing, exterior/ interior house painting, landscaping and many more minor repairs inside the home. The team completed these jobs for Ms. Wood and she was delighted with the outcome. She could finally use both of her new bathrooms and have her granddaughter moved in to assist her with her activities of daily living.
Date of Project as 2020, Larry Belisle 407-449-3441

The Council's Home Repair Staff is very experienced and display an ample amount of construction knowledge and skill set. When there is a task outside their sphere of knowledge we utilized a list of vetted contractors. This list includes our HVAC, plumbing, and electrical vendors who all carry their own worker's compensation insurance, and that the OCOA has a long history of working with through our Home Repair programs. Our staff and vendors have not, as of yet, needed to demolish an entire home, yet we have done partial demolition and demolition which includes lead and mold remediation practices. Disposal of materials is carried out by our staff and removed to the local Transfer Station. Contaminated materials (mold, lead) are properly disposed of following all local and Federal guidelines for their disposal. Most of our in- house construction team is lead certified and has been trained and certified in mold remediation.

Finally, the Council on Aging is a CHDO designated organization. We have been successfully partnering with the City of Kissimmee and Osceola County on Capital Improvement renovations with CHDO dollars since 2016. Each year we apply and are awarded anywhere from $150K to 300K in CHDO funding to replace, roofs, fencing, kitchens, parking lots, windows, doors and many more items within our senior housing complexes. We currently have an application submitted with the City of Kissimmee and HUD to become a CBDO organization as well.
Most recent project ongoing St Cloud Villas II, Chuck Berkau 407-957-7680

The Osceola Council on Aging has many years of demonstrated Project Management of substantial rehab projects as well as having teams of workers to complete a myriad of construction updates and access to local vendor approved tradesmen. The Council also understands and follows the Davis Bacon procedures and compliance to satisfy the Federal requirements.

State of Florida
Department of State

I certify from the records of this office that OSCEOLA COUNTY COUNCIL ON AGING, INC. is a corporation organized under the laws of the State of Florida, filed on June 21, 1971.

The document number of this corporation is 721205.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 5, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2023

Secretary of State

Tracking Number: 0645625038CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SAM.GOV®

OSCEOLA COUNTY COUNCIL ON AGING, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
X6WFHB2KNCB5	**47YG9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 30, 2024**	
Physical Address	Mailing Address	
700 Generation Pt **Kissimmee, Florida 34744-5957** **United States**	**700 Generation Pt** **Kissimmee, Florida 34744-4973** **United States**	

Business Information

Doing Business as	Division Name	Division Number
OSCEOLA COUNTY COUNCIL ON AGING INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 09	**Florida / United States**	**http://www.osceolagenerations.org**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 3, 2023	**May 1, 2023**	**Nov 23, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 21, 1971	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Tax Exempt)

Entity Type
Business or Organization

Organization Factors
(blank)

Profit Structure
Non-Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
47YG9

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******4822**

Lock Box Number
(blank)

Financial Institution
TD BANK, NA

Account Number
*******309**

Automated Clearing House

Phone (U.S.)
4079442060

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

OSCEOLA COUNTY COUNCIL ON AGING, INC.
700 Generation Point
Kissimmee, Florida 34744
United States

Taxpayer Information

EIN
*******5398**

Type of Tax
Applicable Federal Tax

Taxpayer Name
OSCEOLA COUNTY COUNCIL ON AGING INC

Tax Year (Most Recent Tax Year)
2021

Name/Title of Individual Executing Consent
Executive Director

TIN Consent Date
May 1, 2023

Address
700 Generation Pt
Kissimmee, Florida 34744

Signature
Wendy Ford

Points of Contact

Accounts Receivable POC

Wendy M Ford, Executive Director
fordw@osceola-coa.com
4078468541

Electronic Business

Wendy M Ford, Executive Director
fordw@osceola-coa.com
4078468541

700 Generation Point
Kissimmee, Florida 34744
United States

Government Business

Chuck Berkau, SVP of Operations
berkauc@osceola-coa.com
4079339549

700 Generation Point
Kissimmee, Florida 34744
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**624120**	**Services For The Elderly And Persons With Disabilities**
	624190	**Other Individual And Family Services**

Product and Service Codes

PSC	PSC Name
G099	**Social- Other**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$14,984,704.00	**210**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

OSCECOU-05 TAYLORJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Kelsey Bethel PHONE (A/C, No, Ext): (407) 998-5058 FAX (A/C, No): E-MAIL ADDRESS: Kelsey.Bethel@ioausa.com
INSURED Osceola County Council on Aging, Inc 700 Generation Point Kissimmee, FL 34744	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Technology Insurance Company, Inc — 42376 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK2499057	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			PHPK2499057	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB844366	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC4182323	12/27/2022	12/27/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			PHPK2499057	12/31/2022	12/31/2023	Agg $3,000,000/Each	1,000,000
A	Directors & Officers			PHSD1721140	7/29/2022	7/29/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Kissimmee
101 Church St
Suite 200A
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Osceola County Council on Aging, Inc.

Balance Sheet - Balance Sheet

As of 3/31/2023

(In Whole Numbers)

	Current Year
Assets	
Cash	153,943
Grants and other receivables	1,835,503
Property and equipment	16,632,899
Other Assets	105,579
Total Assets	18,727,924
Liabilities and Net Assets	
Accounts payable and accrued expenses	720,718
Deferred revenue	0
Mortgage Payable	0
Line of credit	0
Net assets	18,007,206
Total Liabilities and Net Assets	18,727,924

CONFLICT OF INTEREST STATEMENT

RFQ2023-003

[OCCOA] Osceola County Council on Aging, Inc.
Conflict of Interest Statement

The owner(s), corporate members or employees of [**OCCOA**], shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the City. Each individual shall disclose to the City of Kissimmee any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of [**OCCOA**] who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with the City, he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board.

At this time, I am a Board member, a committee member, or an employee of the following organizations/companies:
Career Source Central Florida, Board Member
City of Kissimmee, AHAC Member

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any Contractor, supplier, or other party; doing business with the City of Kissimmee which has resulted or could result in person benefit to me.

2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the City of Kissimmee.

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the City.

Date: **05/01/2023**

Signature: _____

Printed name: **Wendy Ford**

Respondent:
Address: **700 Generation Point, Kissimmee, FL 34744**
Telephone: **407-846-8541**

11. **Disposal Of Demolished Materials:**
    A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
    B. Burning: Do not burn demolished materials.
    C. Disposal: Transport demolished on-site materials of and legally dispose of them.
    D. Contractor shall supply City with a copy of all landfill and disposal receipts.

3.5 MEASUREMENT & PAYMENT:

1. The work of demolition shall not be paid for separately but shall be included in the lump sum project cost.

4.0 RFQ SUBMITTAL REQUIREMENTS CHECKLIST:

Please provide Checklist with response to RFQ:

- ☑ Sponsor Application
- ☑ Certification
- ☑ Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ☑ Evidence of Insurance
- ☐ State License and or Certification, if applicable
- ☑ Evidence of Financial Stability (most recent financial statements) Balance Sheet March 2023
- ☑ References
- ☑ Conflict of Interest Statement & Supporting Documentation
- ☑ Description of Company *
- ☑ Capacity of Company *
- ☐ MBE/WBE, Local Hiring, HUD Section 3, BAMA if applicable*
- ☑ RFQ Submittal Requirements Checklist

*THIS INFORMATION IS THE MAIN SUBSTANCE FOR THE SELECTION CRITERIA STATED UNDER THE SECTION A: EVALUATION AND SCORING

4.1 MAIN PROPOSAL:

Please provide the following information (this information is the main substance for the selection criteria stated under the Section A: Evaluation and Scoring):

A. Years of experience and detailed qualifications in performing the range of services requested by this RFQ including team's resumes. Please provide the number of full-time and part-time employees. Past projects will be reviewed to determine if the Contractor has successfully completed projects similar in nature and scope.

EXHIBIT B
CITY OF KISSIMMEEE
DESCRIPTION OF OWNER OCCUPIED REHABILITATION PROGRAM
ANDDEMOLITION AND RECONSTRUCTION PROGRAM

Owner Occupied Rehabilitation	Code 3, 6

a. Summary: This strategy is designed to assist eligible homeowners to make the repairs or improvements needed for safe and sanitary habitation, and/or correction of substantial building code noncompliance of single family detached houses, townhouses, and manufacturing homes when the owner owns the land. The Roof Replacement Program falls under this strategy.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: Roof Replacement: $30,000; Owner Occupied Rehabilitation: $120,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: 5 for Roof Replacement only and 10 for regular Owner Occupied Rehabilitation
4. Forgiveness: <u>Roof Replacement</u>
   a. Forgiven at 20% per year
   Forgiveness: <u>Owner Occupied Rehabilitation</u>
   a. The loan balance will not decrease during first five years. However, beginning with year 6th to the end of the term, the balance will be forgiven at 20% per year.
5. Repayment: No repayment required as long as the loan is in good standing
6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage
   g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first qualified, fist served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for each rehab job. The agency(ies) will be selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the agency and the City. A third party provides the City with an inspection report and a scope of work. The non-profit agency, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the non-profit agency/contractor, and the homeowner(s) enter into an agreement for the rehabilitation of the home.
2. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, and rehabilitation/construction management) are eligible.
3. Homes requiring emergency repairs shall be given priority in the waiting list and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.
4. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
5. All mortgages, taxes, and special assessments must be current.
6. The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.
7. The property assisted must be free of liens and judgements. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's inspector, the City Manager or designee may approve on a case-by-case basis.
8. From time to time, the City may receive requests from local social service organizations to assist their clients with emergency repairs. If the client, is either very low income with special needs or very low income they will be considered for emergency repairs assistance; even though, they were not on the waiting list.
9. The loan is not assumable.

10. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
11. This program is subject to funding availability and may not be available every fiscal year.

Demolition and Reconstruction	Code 4

a. Summary: This strategy is designed to provide funding when the home being considered under the Owner Occupied Rehabilitation program is damaged to the extent that is not feasible to repair as determined by an inspection and/or the estimated cost exceeds $120,000.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $250,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: Up to 30; depending on amount of assistance provided:

Amount of Assistance	**Years**
$120,001-152,500	15 years
$152,501-185,000	20 years
$185,001-$217,500	25 years
$217,501-250,000	30 years

4. Forgiveness: The loan balance will not decrease during first five years. However, beginning with year 6th to the end of the term, the balance will be prorated accordingly based on the remaining years of the loan.

5. Repayment: No repayment required as long as the loan is in good standing

6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage

g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for each rehab job. The agency is selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the agency and the City. A third party provides the City with an inspection report and a scope of work. The non-profit agency, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the non-profit agency/contractor, and the homeowner(s) enter into an agreement for the rehabilitation of the home.
2. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, rehabilitation/construction management and temporary lodging) are eligible.
3. Homes requiring emergency repairs shall be given priority and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.
4. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
5. All mortgages, taxes, and special assessments must be current.
6. The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.
7. The property assisted must be free of liens and judgements.
8. If there is an outstanding first mortgage on the property, the mortgage holder must agree to the demolition and reconstruction.
9. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's designated inspector, the City Manager or designee may approve on a case-by-case

basis.

10. The loan is not assumable.
11. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
12. This program is subject to funding availability and may not be available every fiscal year.

EXHIBIT C
PROPOSED PROJECT BUDGET ALLOCATION (next 3 years)

HOME OWNERSHIP	
	Dollars (Estimated)
CDBG	$300,000
SHIP	$1,000,000
HOME	$650,000

PROPOSED TIMELINE

Milestone	Proposed Date
Closing	Day 0
Agreement to CC for approval	Day 15
Issue Notice to Proceed	Day 20
Record Mortgage & Note	Day 20
Submit list of contractors	Day 26
Work shall start	Day 26

EXHIBIT D
REQUEST FOR PAYMENT

CONTRACTOR PAYMENT REQUEST # _____

Property Address: _____
_____

Contractor: _____
Address: _____ City:_____

Agreement Amount**: $**_____ This Payment**: $**_____

Payment: ☐ Partial ☐ Final

Contractor:
I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

_____ _____
Contractor's Signature Date

Property Owner:
I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the Contract and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

_____ _____
Owner's Signature Date

City of Kissimmee:
I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of **$**_____

_____ _____
Frances De Jesus Date
Housing and Community Development Manager
(407) 518-2156
frances.dejesus@kissimmee.gov

EXHIBIT E
CHANGE ORDER #_____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, 2022 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $_____for a new total of $_____.

The work completion deadline is_____. The deadline is: ☐ extended to ___☐ not extended

_____ _____
Contractor Signature Date Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

_____
Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

_____

Frances De Jesús Date
Housing & Community Development Manager

EXHIBIT F

CITY OF KISSIMMEE 1883

REHABILITATION STANDARDS

New Construction, Re-Construction, and Rehabilitation Projects

I. **Funding Sources:**

New construction, re-constructs and rehabilitation projects sponsored by the Development Services Department will be funded utilizing one or a combination of the following funding sources: Community Development Block Grant (CDBG), HOME Partnership Investment Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program. The most restrictive standards will apply whenever there is a conflict.

II. **General Specifications:**

These specifications are designed to cover all areas of the work write-up and expected levels of quality construction and installation methods executed by the awarding bid contractor. These specifications are intended to represent items of a quality level known to meet the City's requirements. While the City of Kissimmee endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference the quality standards of local, state and federal requirements.

A. Lead Based Paint:

Any home or structure built or erected prior to 1978 will be required to undergo a lead based paint remediation test. If lead is present, the contractor must follow the required federal guidelines for lead based paint remediation.

B. Health and Safety:

Contractors will be responsible for recognizing and remediating all obvious safety hazards in and around the home with regard to construction related issues and provide detailed analysis of cause and effects. Contractor will provide to the City's Housing and Community Development Specialist a written plan of action to repair said hazards as to quickly minimize harmful effects of such conditions to workers before, during and after construction and to its occupants upon completion of the rehabilitated project. Contractor will maintain a clean and safe work site at all times placing all debris in a containment unit on a daily basis. No materials or construction debris will be stored in any ill mannered fashion or location not suitable for its contents.

C. Warranty:

Contractors who are awarded bids by the City of Kissimmee will be required to supply and uphold a full written warranty/service agreement on all materials used and/ or labor performed to install such materials for a period of not less than one year or as suggested by the product manufacturers installation guidelines. For reconstruct projects, the warranty period will be one year on all workmanship and materials and ten years on the structural portion of the building. In addition, the contractor will supply the City with all of the supporting documents for any and all products used that provide an extended time product replacement guarantee.

All products and/or materials used must be installed per manufacturer's specifications or requirements for industry standards and recommendations of accepted practices of quality workmanship and in accordance with all applicable local and state building code and city ordinance/requirements.

Copies of all applicable warranty documents for materials and labor supplied must be submitted with the request for final payment. Any documents deemed missing by the City's Housing and Community Development Specialist will result in a delay of final payment until such documents are submitted.

Examples: Fans, appliances, water heaters, HVAC units, light fixtures, roof shingles, plumbing fixtures, flooring, etc.

Residential housing square footage requirements:

On average, all Reconstruct projects will be a minimum of 1000 square feet consisting of, at a minimum, three bedrooms and two bathrooms, regardless of existing unit's size and or configuration.

Any existing structure larger than 1000 square feet will be reconstructed with the +/-100 square foot rule based upon the size of the existing structure, but no less than 1000 square feet.

D. Permits:

Any and all work requiring a permit for the execution of, will be applied for completed and obtained by the contractor prior to commencement of any work. This includes Notice to Owners, Notice of Commencements and Clerk of Court registered/certified copies of all documents required.

E. Accessibility:

Any individual requiring assistance to enter or exit their own home shall be assisted in making such modifications to the existing structures access and exit points. The contractor will comply with local and state handicap accessibility rules, codes, requirements and regulations of, for such modifications to be completed.

III. **Individual product and material specifications:**

A. Minimum Requirements:

All materials used must meet the minimum ANSI “American National Standards Institute” and/or ASTM “American Society for Testing and Materials” guidelines.

B. Substitutions:

All products and materials listed herein may be substituted with an "equal or greater" quality product and/or material of “equal or lesser cost" or as is required by Local, State and Federal codes/ regulations. The manufactured brands stated herein for certain products will be considered as the basic minimums for quality expectations by the City of Kissimmee used for related projects. All brand names of materials/ products used by contractors for said projects will be specked out in the work scope line item bid submittal by the Contractor to clarify the types of fixtures, components, parts and materials being used for each category electrical, plumbing, HVAC, flooring, building, roofing etc.

IV. **Exterior Finishes**

Concrete stucco coatings, siding or wood paneling used to repair or replace damaged areas must meet minimum requirements for thicknesses applied, for their intended use per manufacturer’s installation recommendation and in accordance with local and state building code requirements.

A. Roofing materials:

All shingle roof replacements will consist of thirty-year architectural style mildew/fungi resistant asphalt shingles regardless of manufacturing brand used. In addition, any roof overlayment exceeding its normal life expectancy of ten years for three tab installations and fifteen years for architectural installations will be replaced to meet current building code requirements and hurricane wind load expectancies. In regards to roofing materials and applications of, it will be the contractor’s responsibility to install the proper materials and products required to waterproof any and all roofs covered, regardless of the existing roof design, drainage pitch conditions and existing roof materials present. This includes any and all galvanized flashing materials and seam sealer underlayment’s used prior to installation of asphalt shingle or modified bitumen roofing products.

B. Roof Vents and Lead Boots:

Contractors are responsible for proper roof ventilation systems and products to include bathroom exhaust fan goosenecks and plumbing riser lead boots. It will be the contractor’s responsibility to provide and install the correct applicable product required for its intended use.

C. Concrete:

Concrete used for patching, repairing or replacing of sidewalks/walkways, driveways, or interior finish floor applications will meet the minimum requirements necessary by building code standards depending upon its actual intended use.

D. Driveways and Sidewalks:

Any poured in place concrete flatwork that is severely cracked, shifted, displaced or uneven to greater than normal acceptable standards must be either repaired or replaced to maintain safety and or useable functional purposes intended for use.

Examples:

Cracks greater than one quarter of an inch wide and span distances greater than two feet in length, etc.

Uneven and displaced concrete surfaces such as sidewalk to driveway connections that vary in height may create tripping hazards in excess of one half inch in height, etc.

Each instance should be evaluated separately and a reasonable determination of repair or replacement should be made by all parties involved.

E. Paint:

All exterior paint used will be latex base mildew stain resistant twenty year product warranty or better, regardless of brand used and will be satin or flat base sheen only for all exterior applications, walls, doors, bands, trims, soffits etc.

F. Lumber:

Any lumber used for permanent applications to build, repair or construct will be of proper species, size and durability related to its intended use.

Example: Pressure Treated for direct concrete contact, #2Yellow Pine for structural use, Spruce/ whitewood for cosmetic and non-load baring applications, etc.

G. Aluminum screen rooms/ porches:

All existing screen rooms, porches, covered patios or carports erected using aluminum products requiring structural repairs will be done so with the proper anchors/ tie downs necessary to meet current wind load and building code requirements. All contractors will be responsible for ensuring the proper permits and requirements for such work are executed and completed correctly.

H. Garage doors:

Any existing garage door unable to meet current wind load and hurricane required capacities due to its current condition and is unable to be modified, repaired or upgraded to meet current hurricane wind load requirements will be replaced to meet such in its entirety. In most cases, an opener will be supplied and installed by the contractor along with the garage door unless specified differently within the scope of work.

I. Exterior swing doors:

Any door preserving or protecting the interior contents of and/ or the inhabitants of individuals will meet current safety, security and hurricane compliant standards. Any door not meeting these requirements due to severe abuse, damage, distress or age will be replaced to meet all applicable building codes and quality standard requirements.

J. Windows:

Any and all windows exceeding normal life span of twenty years and/or operational ease of use that do not meet current building and safety code requirements or means of egress requirements will be replaced. New windows installed will be either vinyl or aluminum framed with LOW-E energy efficient glass and will be required to meet all current code requirements regarding- egress, hurricane wind born debris, accessibility and minimum Energy Star Rated classifications. All new windows will be installed using manufacturer's installation specifications approved by the local and state building code requirements.

K. Soffit and Fascia:

Any soffit or fascia damaged beyond repair will be replaced with similar existing materials as to wood, aluminum or vinyl products and will match as closely as possible in color to the existing or currently installed. If current materials cannot be matched then a suitable equal to or better material will be acceptable and applied to the affected area. In some cases more than just a specific area may have to be replaced in full if there is no suitable termination point, but this will be determined and approved of on a case by case basis and specified within the scope of work documents.

L. Pressure Washing:

All exterior surfaces will be power washed clean whether it is a painted surface body or not. For example: Driveways, sidewalks, patios, porches, eves, soffits, carports etc.

V. **Interior Finishes**

A. Lumber:

Any lumber used for temporary or permanent applications to build, construct, or brace will be of proper species, size and durability related to its intended use.

B. Drywall/ Durrock:

All interior wall coverings will consist of ½" thick gypsum wallboard over properly installed wood framed structures for walls and ceilings. Any wet areas located in bathroom showers/tub locations needing repairs or replacement of, will be done so using Durrock concrete wall board as a sub-straight for tile installations.

C. Drywall finishes:

Finish textures to any interior surface will consist of either popcorn or knockdown appearance for all ceiling applications and orange peel texture to all interior walls.

Other finishes may be used if existing patterns differ from those specified within the home. All patches, repairs and texture finishes applied to match existing areas must do so as closely as possible for an overall acceptable finish and appearance.

D. Paint:

All interior paint used will be latex base mildew stain resistant twenty-year product warranty or better, regardless of brand used. All bedrooms, closets, kitchens, interior garages, hallways, storage rooms and main living areas will be painted with flat or satin sheen base products. All doors, casings and bathroom walls will be painted with semi-gloss enamel products only.

E. Tile:

All wet areas (foyer entry, kitchen, and bathrooms) will consist of tile.

For clients that may have difficulties in general mobility or are wheel chair bound, Contractors will install high quality laminate, luxury vinyl tiles, or ceramic tiles in place of carpet in all living room and hallway areas for ease of use.

F. Interior Doors:

Pre-hung hinge operated two panel hollow core pre-primed swing doors to coordinate with directional swing of existing door to be replaced. Bi-fold track and hardware guided closet doors two panel hollow core pre-primed paint grade.

G. Cabinets:

All cabinetry, kitchen or bathroom, shall be made with solid wood frame and doors.

Vanity tops will be one piece cultured marble vanity top with built in sink and overflow protection. An alternative option would be plywood base flat laid Formica Laminate with a 4” high backsplash.

Kitchen countertops will be plywood base flat laid Formica Laminate with a 4” high backsplash.

VI. **Plumbing**

For reconstruction projects, the following plumbing components shall be provided: Domestic hot and cold water lines, water heater, drain waste and vent systems, clothes washer and waterline connection for refrigerator. Re-pipes will consist of CPVC, COPPER or PEX water lines installed in accordance with manufacturer recommendations and current local building codes.

A. Exterior Applications:

All trenches shall be properly filled and compacted to ground level and covered with sod or seeding as necessary.

B. Waste connections:

Shall be checked and repaired if necessary from the main waste connection at the home to the city sewer lateral and or septic system.

Re-pipes for the main water line from utility meter to the house will consist of ¾ PVC pipe. New pipe installed shall be thermo-insulated in all unconditioned spaces.

All penetrations through walls and cabinets must have escutcheon plates on them.

Drains must be snaked out and free of blockage, all drains must be working properly at time of final inspection.

All fixtures must be white unless the majority of existing fixtures not being replaced are a different color, and then the fixtures will be matched to the existing.

C. Interior Applications:

CPVC or PEX pipe for all interior supply line replacements or repairs PVC pipe for all waste drains and vent lines.

F. Faucet Fixtures:

All plumbing fixtures for kitchen and bathroom sinks will be single lever Moen brand products or equal to or better than specified herein and meet handicap approved requirements.

G. Shower valves:

Must have anti-scald guards at all tub/showers.

H. Sinks:

All bathroom sinks will be American Standard equal to or better oval shaped single bowl self rimming drop in with built in overflow. Kitchen sinks will be American Standard stainless steel dual basin 60/40 split drop in twenty gauge thickness with a minimum 8” depth with retractable spray nozzle fixture equal to or better than.

I. Food Waste Disposer:

Insinkerator brand ¾ horse quiet system electric power operated equal to or better.

J. Tubs/Toilets:

All toilets must be American Standard brand quality- equal to or better and be a minimum of 1.6 gal. Low flow flush capacity. All tubs will be Americast brand quality equal to or better.

K. Water Heater:

Shall meet minimum energy star rating (88% efficiency) with a size of no less than 40 gal minimum quick recovery system.

VII. **HVAC**

Any unit older than eight years of age not meeting the minimum current energy star rating will be replaced.

Provide ventilated air conditioning heating and cooling system with proper thermostat controls, copper lines, condensate pumps, duct dampers, vents, return air vent system and exterior unit base pad with security grate cover.

All units are to be minimum fifteen-seer energy star rating equal or better and must be installed in accordance with manufacturer's specifications. Size and layout must be approved by the building department and heat pumps are to meet the approved energy code requirements.

Air handlers are to be installed on a sealed wood or metal platform with return air vent circulation box in the wall below the unit.

All attic ductwork must be minimum R-6 energy rated and be of new flexible air duct material installed, sealed and supported per code requirements.

All fresh air supply vents will have adjustable/ directional fins on them.

Exhausts fans for bathrooms will be ducted to exterior and possess a minimum of 90 cfm rating.

Dryer vents will be ducted to exterior only. Whereas kitchen vents may be left direct recirculation if existing systems are already in place, otherwise exterior ventilation is preferred.

VIII. **Electrical**

All fixtures must meet minimum energy star rating.

The following units must be installed, present and working properly- switches, outlets, breakers, smoke detectors for bedrooms and hallways with 9volt battery backup, TV cables, phone lines, light fixtures, fans, doorbells, dryer and range boxes, properly functioning GFI receptacles in all wet areas and approved weatherproof boxes for exterior applications.

Contractors will verify all main disconnect panels are operating properly and without any safety hazards or concerns to both interior and exterior panels including A/C disconnects.

All lights will have energy star rated bulbs.

All fans will have light kits on them.

All floodlights will have motion detectors and light sensors to meet energy saving requirements.

IX. **Appliances**

All appliances must meet the minimum energy star rating allowable and be of at least GE appliance quality standard equal or better. All appliances will be installed, connected and service ready.

Refrigerator will be minimum 18 cubic feet.

Range will be 30” wide freestanding electric with anti-tip bracket installed.

Range hood/ microwave will be direct vent or recirculating depending on the existing system setup.

Washer, dryers and dishwashers will also be included for Reconstructs only. All other projects will be on an as needed basis and will be specified in the scope of work.

X. **Build America, Buy America Act (BABA)**

The Build America, Buy America Act was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021. It established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022. Covered infrastructure Projects include buildings and real property.

The domestic procurement preference (BAP) requires that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects are produced in the United States. The Buy America Preference does not apply to: tools, equipment, supplies, temporary scaffolding, equipment or furnishings used within completed infrastructure but not an integral part/permanently affixed to structure.

HUD is allowed to issue waivers for the requirements in the following circumstances: (1) it is in the public interest, (2) the types of products needed are not produced in the United States or are not readily available, or (3) the requirements would increase the cost of the project by 25% or more. A request for a waiver must be submitted to: Frances De Jesus, Housing and Community Development Manager, 101 Church Street, Kissimmee, FL 34741 or by e-mail at frances.dejesus@kissimmee.gov.

CITY OF KISSIMMEE AND HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
CONTINUING SERVICES CONTRACT FOR ROOF REPLACEMENT, HOUSING REHABILITATION / DEMOLITION AND RECONSTRUCTION CONTRACTOR

THIS AGREEMENT is made on this 6 day of July, 2023, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida, 34741, (hereinafter referred to as "City") and **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.** hereinafter referred to as "CONTRACTOR").

WHEREAS, the City is the recipient of funding from the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership (HOME) Program, and the State Housing Initiatives Partnership (SHIP) Program and a portion of these funds are allocated for housing rehabilitation and demolition and reconstruction services to qualified homeowners; and

WHEREAS, the City requires a Contractor to provide construction management for roof replacement, rehabilitation and/or demolition and reconstruction services; and

WHEREAS, the City advertised a "Request for Qualifications 2023-2026 Housing Rehabilitation/ Demolition and Reconstruction Contractor Continuing Services attached as **Exhibit A**; and

WHEREAS, CONTRACTOR submitted to the City a response to the Request for Qualifications attached as Exhibit "B"; and

WHEREAS, based upon CONTRACTOR'S submitted responses the City wishes to add CONTRACTOR to the List to perform the services outlined in **Exhibit A**.

NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

SECTION 1: RECITALS. The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.

SECTION 2: DEFINITIONS.

a) "Administrator" means the Housing and Community Development Division of the Development Services Department of the City, which shall act on behalf of the City in the execution, funding, and programmatic control of this Agreement.
b) "Approval by the City" or like term means written approval by the Administrator, Director, City Manager or designee, or the City Commission as may be required from time to time.

c) "Eligible person" or "eligible household" means one or more natural persons or a family determined by the county or eligible municipality to be of very low income, low income, or moderate income according to the income limits adjusted for family size, published annually by the United States Department of Housing and Urban Development based on the gross income of the household.
d) "Parties" shall mean both the City and CONTRACTOR.

e) "Program" is hereby defined as any one of the activities covered under this Agreement: Roof Replacement Program, Owner Occupied Rehabilitation and the Demolition and Reconstruction Program.
f) "CONTRACTOR" shall mean **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.** with whom this Agreement is entered, and a contract is executed.
g) "Days" shall refer to calendar days.

SECTION 3 – SCOPE OF SERVICES. The City of Kissimmee engages the services of CONTRACTOR to assist with the delivery of the programs outlined in this Agreement and **Exhibit A.**

SECTION 4 - TERM OF AGREEMENT. This Agreement shall be for three (3) years and shall commence on July 19, 2023 and end no later than July 18, 2026, or until all awarded funds have been expended.

SECTION 5 - BUDGET. The City's Roof Replacement Program, Owner Occupied Rehabilitation Program and the Demolition and Reconstruction Program funds shall be used solely for the stated purposes set forth in this Agreement, and expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing costs incurred. Any and all program income earned on the Program funds shall be remitted to the City. If the Program funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of Program funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the City to refund within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in **Exhibit C**. All costs incurred must be fully documented. Any amendments to the budget must be approved in writing by both parties and be in accordance with the City's Agreement. **Exhibit C** also includes the Timeline Guidelines for the project in order to ensure project commencement in a timely manner. Should a Notice to Proceed not be issued within 90 days of a budget submittal, the CONTRACTOR has the option to withdraw their bid and proposal. Should the City decline to proceed with the contract after a final budget has been submitted, the City shall reimburse the CONTRACTOR for expenses incurred in the creation of said budget.

SECTION 6 – PAYMENT.
It is expressly agreed and understood that the total amount to be paid by the City to the eligible persons or households under this Agreement shall not exceed the maximum award for the applicable program.

Reimbursement of eligible expenses shall be made in accordance with performance using the **Request for Payment** form provided as **Exhibit D**. Requests for change orders must be submitted for review and approval in the form provided as **Exhibit E.**

SECTION 7 – NOTICES.
Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

CITY OF KISSIMMEE
Frances DeJesus, Housing and Community Development Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
(407) 518-2156
frances.dejesus@kissimmee.gov

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
Lucie Ghioto, Vp of Planning and Construction
4116 Silver Star Road
Orlando, FL 32806
(407) 648- 4567
lghioto@habitatorlando.org

SECTION 8– CONTRACTOR RESPONSIBIILITIES.
1. CONTRACTOR agrees to protect, defend, and indemnify the Owner from any claims for work, labor, or materials with respect to CONTRACTOR's performance. Final payment shall not be due until CONTRACTOR has delivered to City a complete release of all liens or a conditional release indicating balances owed and

indemnifying the City from any further claims by any person for work completed arising from, or related to, CONTRACTOR's performance.

2. CONTRACTOR shall provide individuals in the capacities of Principal, Project Manager, Manager, and Construction Supervisor. The Principal or Project Manager shall have legal authority to represent the CONTRACTOR. The Project Manager shall be the single point of contact for coordinating with the City. The Construction Supervisor shall coordinate construction work and associated contracts. The Construction Supervisor must certify delivery and functional/operating performance of contract work.
3. CONTRACTOR shall coordinate the pre-inspection walk-through in order to develop the scope of work for the job.
4. CONTRACTOR agrees to direct, supervise, and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain licenses and coordinate other services for the proper rehabilitation of the identified property. All work shall be satisfactorily completed after the notice to proceed is received. All work shall be completed in a workmanlike manner according to the standard practices and in accordance to the City of Kissimmee's Rehabilitation Standards attached in **Exhibit G**. The estimated completion date for each project shall be approximately 45-180 days from issuance of city permit depending on the project. Depending on the scope of work for a particular project. If Owner is not able to reside on the premises during the construction; a reasonable time of operation shall be established between the Owner and CONTRACTOR. CONTRACTOR understands that Owner is securing alternative housing during the duration of the project and therefore, time is of the essence.
5. No work shall commence by CONTRACTOR until CONTRACTOR has received a written Notice to Proceed from the City. The Notice to Proceed shall be issued within five (5) days from the date of full execution of this Agreement and the recorded Owner's Note and Mortgage, or if it is not, CONTRACTOR has the option of withdrawing the bid and proposal. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.
6. All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve CONTRACTOR from the responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and
   CONTRACTOR shall not be released from the responsibility by any sub-contractual agreement CONTRACTOR makes with others. CONTRACTOR shall be required to furnish to the Owner and the City, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
7. CONTRACTOR shall conduct, supervise, and direct the work using CONTRACTOR's best skills and attention without interruption or interference.
8. CONTRACTOR shall provide the Owner with evidence that CONTRACTOR has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate Building Inspectors.

9. CONTRACTOR shall not employ any unfit or underage person or anyone not skilled in the task assigned to him.
10. CONTRACTOR shall not assign this Agreement without the express written consent of the Owner and City.
11. CONTRACTOR shall be responsible for the acts and omissions of their contractors and employees, and all subcontractors, their agent and employees, and all other persons performing any of the work on the project under this Agreement or as provided for in any approved change order.
12. CONTRACTOR shall permit the City Building or other Department or any designated representative to examine and inspect the rehabilitation work under this Agreement at any reasonable time and in any reasonable manner.
13. CONTRACTOR shall be liable for any re-inspection fees.
14. CONTRACTOR shall obtain the Owner's approval of all finish material, products and colors to be used in the project and within the agreed upon allowances that CONTRACTOR has used as a basis for this Agreement. All colors chosen by the Owner and CONTRACTOR shall be of a neutral color.
15. CONTRACTOR will adhere to Program regulations regarding eligible activities, eligible program participants, performance reports and administrative costs.
16. CONTRACTOR shall maintain all records that are pertinent to the activities to be funded under this Agreement. Retention of all records pertinent to expenditures incurred under this Agreement must be kept for five (5) years from the date of final payment.
17. CONTRACTOR shall provide the oversight, administration and project management necessary to accomplish all activities in a timely manner.
18. CONTRACTOR is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.
19. CONTRACTOR shall submit the Request for Payment signed by CONTRACTOR and the Owner and mailed to: Housing and Community Development Division, Development Services, City of Kissimmee, 101 Church St. Kissimmee, Florida 34741 or e-mail to: frances.dejesus@kissimmee.gov. In the event there are any new additions and deductions approved by Change Orders, each Agreement shall be amended to include those changes.

SECTION 9 - CITY RESPONSIBILITIES.

1. City's responsibilities under this Agreement are limited to conducting client eligibility process, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to CONTRACTOR for the agreed upon work.
2. City shall issue payments, on behalf of the Owner, directly to CONTRACTOR, for such building materials and supplies as are necessary for the performance of the rehabilitation work, subject to additions and deductions approved by Change Orders, as limited by the Agreement, not to exceed the maximum award allowed by the program.

3. City shall not be responsible for any cost overruns in excess of the amount agreed upon at each closing. The City will maintain on hand such sum to pay for the

agreed upon construction when completed. Such sum shall be paid directly to CONTRACTOR.

4. The City shall cooperate with CONTRACTOR and the Owner to achieve the goals and objectives of the program in alignment with the timeline established by the executed AGREEMENT for that project.
5. The City shall notify CONTRACTOR of any changes as they become available, in SHIP, CDBG, or HOME regulations or program limits that affect the project. The City shall also notify CONTRACTOR of the type of funding to be used for each project prior to the budget submittal to ensure the CONTRACTOR has the opportunity to fully comply with the unique requirements of each funding source.

Nothing contained herein shall relieve CONTRACTOR of its responsibilities as provided under this Agreement.

SECTION 10 – OTHER REQUIREMENTS.

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as CONTRACTOR is an independent contractor, except as approved as reimbursable expenses to CONTRACTOR under this Agreement.

B. Hold Harmless

CONTRACTOR agrees to defend, indemnify and hold the City and Florida Housing Finance Corporation harmless from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from CONTRACTOR's performance or nonperformance of this Agreement. CONTRACTOR shall not be liable for acts of the City, its officers, agents or employees. Nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

C. Insurance and Bonding

CONTRACTOR shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, or as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the City. CONTRACTOR shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of CONTRACTOR's fault or negligence in connection with this Agreement. CONTRACTOR shall, prior to commencing work, furnish evidence to the City of required comprehensive liability insurance in an amount not less than $1,000,000.00 and $1,000,000.00 umbrella insurance naming the City as a certificate holder. Furthermore, all subcontractors utilized by CONTRACTOR shall provide proof of insurance to the City naming the City an additional insured.

CONTRACTOR shall also provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

CONTRACTOR shall also provide the City of Kissimmee a copy of the Certificate of Insurance.

D. Amendments

The City or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization, Such amendments shall not invalidate this Agreement, nor relieve or release the City or CONTRACTOR from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and CONTRACTOR.

E. Suspension or Termination of Agreement

1) With thirty (30) days written notice specifying the effective date, the City may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

   a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP, CDBG, or HOME guidelines, policies, or directives as may become applicable at any time;
   b) Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
   c) Submission by CONTRACTOR to the City of reports that are incorrect or incomplete in any material respect;
   d) Ineffective or improper use of funds provided under this Agreement;
   e) Failure of CONTRACTOR to supply the City with reports and annual audits as required by the City herein;
   f) Failure of CONTRACTOR to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
   g) Suspension or termination by the State of the grant to the City under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, CONTRACTOR

may adjust its budget and recommend Agreement amendments to the City.

h) The City may also terminate, assign or transfer this Agreement when required by State direction.

2) CONTRACTOR may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

SECTION 11 – ADMINISTRATIVE REQUIREMENTS.

CONTRACTOR agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

A. Financial Management

1) Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21–26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

CONTRACTOR shall administer its Project in conformance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", (formerly, OMB Circular A-110); 2 CFR Part 230, "Cost Principles for Non-Profit Organizations", (formerly, OMB Circular A-122); and OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Attachment B shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents

pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. Records- Public Records

1) Records to be Maintained

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to determine the eligibility of activities;
c. Records documenting compliance with the fair housing and equal opportunity components of the Program;

2) Retention

CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Program Close-Out

CONTRACTOR's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), completion of the one year warranty period, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that CONTRACTOR has control over SHIP, CDBG, or HOME funds, including program income.

In the event CONTRACTOR does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by CONTRACTOR and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to CONTRACTOR under this Agreement.

4) Access To Records

At any time during normal business hours and as often as the City, Florida Housing Finance Corporation and/or the State of Florida may deem necessary, CONTRACTOR shall make available to the City, Florida Housing Finance Corporation and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, CONTRACTOR shall permit the City, Florida Housing Finance Corporation, and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

5) CONTRACTOR Audit Requirements:

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the City, and the State of Florida or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CONTRACTOR audits and 2 CFR Part 200.

a) An agency that expends $750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. If that is the case with CONTRACTOR, CONTRACTOR is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

i. Financial Statements
ii. Schedule of Expenditures of Federal Awards
iii. Summary Schedule of Prior Audit Findings
iv. Auditor's report
v. Corrective Action Plan for current year audit findings

b) Agencies that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

c) All CONTRACTOR audits shall be completed within 180 days after the ending date of CONTRACTOR's fiscal year. One (1) copy of each audit report shall be delivered by CONTRACTOR to the City.

d) If CONTRACTOR is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:
   i. Withhold a percentage of funds until the applicable audit is completed satisfactorily;
   ii. Suspend further disbursements of funds until the audit is conducted; or
      ii. Terminate this Agreement in accordance with Section 10 E. Suspension Or Termination Of Agreement of this Agreement.

SECTION 12 – PARTICIPANT CONDITIONS.

A. Civil Rights and Compliance with Federal Laws

CONTRACTOR agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1. Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2. Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

3. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

4. Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be

subjected to discrimination under any program or activity receiving federal financial assistance.

5. The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. The Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Executive Order 11063 as amended by Executive Order 12259 – which requires equal opportunity in housing and related facilities provided by federal financial assistance.

8. Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

B. Nondiscrimination

CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

SECTION 13 – BUILD AMERICA BUY AMERICA ACT.

CONTRACTOR agrees to follow the domestic procurement preference which requires that all iron, steel, manufactured products, and construction materials used in this project are produced in the United States.

SECTION 14 - SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 15 - WAIVER.

The City's failure to act with respect to a breach by CONTRACTOR does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

SECTION 16 - JURY TRIAL, VENUE & ATTORNEY FEES.
Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in Orange and Osceola County, Florida

SECTION 17 - ENTIRE AGREEMENT.
This Agreement constitutes the entire agreement between the City and CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and CONTRACTOR with respect to this Agreement.

SECTION 18 - APPLICABLE LAW
This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.

By: Jennifer Gallagher
Signature

Title: COO

State of Florida
County of Osceola

The foregoing instrument as acknowledged before me on this 6th day of July, 2023, by Jennifer Gallagher.
He/She is personally known to me, or has produced his/her driver's license, or his/her ___ as identification, and did/did not take an oath.

Notary Public

GREGORY WILLIAM ALLEN ANDERSON
Notary Public - State of Florida
Commission # GG 335357
My Comm. Expires Sep 11, 2023
Bonded through National Notary Assn.

CITY OF KISSIMMEE

By:_____
Olga Gonzalez, Mayor

Attest:_____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
City Attorney

Habitat for Humanity® Greater Orlando & Osceola County

4116 Silver Star Road • Orlando, FL 32808
Phone: (407) 648-4567 • habitatorlandoosceola.org

WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

EXHIBIT A
RESPONSE TOREQUEST FOR QUALIFICATIONS

CITY OF KISSIMMEE
RFQ 2023-003

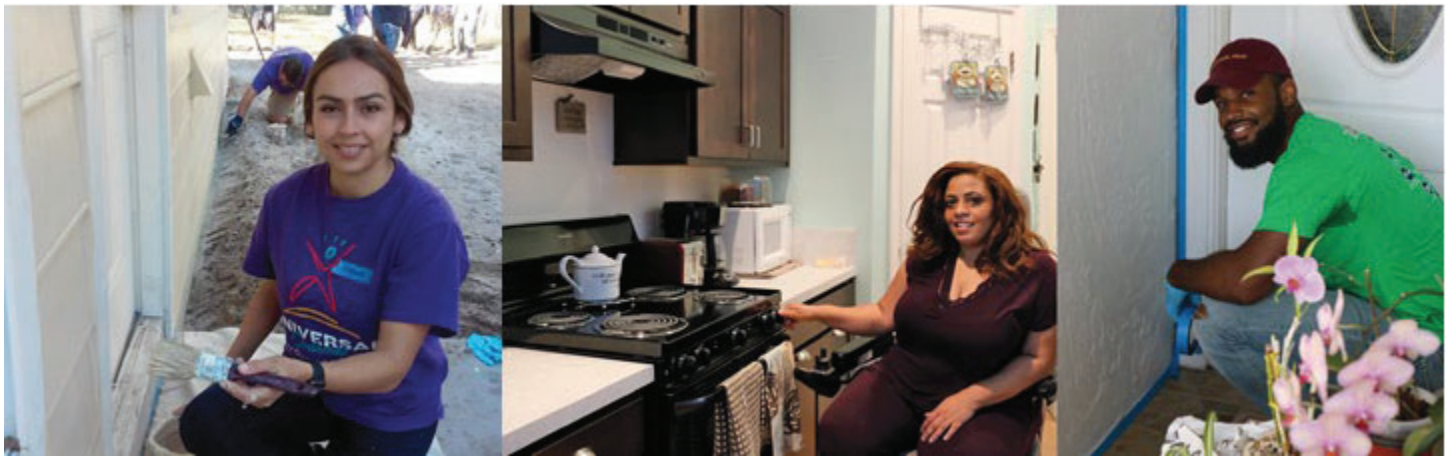
Construction Services for Housing Rehabilitation/Demolition and Reconstruction Continuing Services under Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and State Housing Initiatives Partnership (SHIP)

PRESENTED BY:

Habitat for Humanity Greater Orlando and Osceola County, Inc.
4116 Silver Star Road Orlando, FL 32808

SUBMITTED TO:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741



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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #1

SPONSOR APPLICATION

Main Proposal

2023 City Of Kissimmee Continuing Services Contract For Roof Replacement, Housing Rehabilitation / Demolition And Reconstruction Contractor RFQ2023-003

SPONSOR APPLICATION

A.0 MAIN PROPOSAL

Please provide the following information (this information is the main substance for the selection criteria stated under the Section A: Evaluation and Scoring):

A. Years of experience and detailed qualifications in performing the range of services requested by this RFQ including team's resumes. Please provide the number of full- time and part-time employees. Past projects will be reviewed to determine if the successfully completed projects are similar in nature and scope.

Contractors should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFQ.

YEARS OF EXPERIENCE AND STAFFING

Habitat for Humanity of Greater Orlando & Osceola County was established as Habitat for Humanity of Greater Orlando in 1986. In 2018 we were awarded an expansion of our Geographic Service Area from Habitat International to include all of Osceola County.

Since our inception, we have built 412 new homes and rehabbed or repaired 433 homes, and provided homeownership and financial management skills, improving the lives of thousands of men, women and children in Central Florida.

Habitat for Humanity Greater Orlando & Osceola County currently employs 36 full-time employees, including 10 within the Construction Department.

Personnel Directly Responsible For This Project

For the purposes of this project, the following individuals will serve in the roles indicated by Section 3.3 of the RFQ. Their resumes have been included with this submittal.

- Principal: Lucie Ghioto, AICP – VP Planning & Construction
- Project Manager: Adam Deffes – Director of Construction
- Construction Supervisor: Michael Du Bois – Repair Project Manager
- Additional Staff: Sarai Rodriguez – Construction Administrative Specialist
- Inspection/Testing Agent: DKE Environmental & Construction Services, Inc (lead paint, asbestos & mold testing)

THREE SIMILAR PROJECTS

SIMILAR PROJECT #1
604 Mann Street, Kissimmee – Demo & Rebuild

PROJECT OVERVIEW
This project is located in the Kissimmee Downtown Community Redevelopment Area. The previous home onsite had deteriorated to the point of being unsafe for the longtime resident of the home.



Through sponsorship of the City's SHIP program, Habitat worked with City Staff and the homeowner to demolish the original structure and build a new, three-bedroom/two-bath home with a paved drive and accessible improvements, including a walk-in shower that would allow the owner to remain in the home. Through this contract, a new sewer line was also run to the property to replace the damaged septic tank onsite.

SPECIAL FUNDING SOURCES/PARTNERS
City of Kissimmee State Housing Initiatives Partnership (SHIP) program

PROJECT BUDGET
$168,298

DATE OF COMPLETION/LENGTH OF CONSTRUCTION
2018-19/31 Weeks

PROJECT MANAGER
Leigh Newton, LEED AP
VP Construction

CLIENT CONTACT
Frances DeJesus
City of Kissimmee

SIMILAR PROJECT #2
Orange County Roof Repair Program

PROJECT OVERVIEW
The Orange County Roof Repair Program is a multi-year program administered by Habitat Greater Orlando & Osceola County in partnership with Orange County government using CDBG (Community Development Block Grant) funding. Year 1 of the program saw 25 roof replacements completed, Year 2 included 41 roof replacements, and Year 3 (current) is projected to see the completion of 40 roofs. This program was developed in response to the desperate need for affordable roof replacements in Orange County, which has been greatly exacerbated by the insurance crisis in the state. Habitat is awaiting contract issuance for our fourth year of the program (40 roofs) and has applied to fund an additional 80 roofs in Grant Year 23/24, given the ongoing need in the community.

SPECIAL FUNDING SOURCES/PARTNERS
Orange County CDBG Funding

PROJECT BUDGET
$1,413,316 awarded to date; $578,700 pending contract

DATE OF COMPLETION/LENGTH OF CONSTRUCTION
2020 - current

PROJECT MANAGER
Lucie Ghioto, AICP
VP Planning & Construction

CLIENT CONTACT
Sherry Julien
Orange County Government

SIMILAR PROJECT #3
305 Tarpon Street, Kissimmee - Critical Repair

PROJECT OVERVIEW
305 Tarpon Street is located within the North Kissimmee neighborhood in the City of Kissimmee. Built in 1972, the home had significantly deteriorated over time and needed extensive work to be brought back into a safe living environment for the homeowner.

Through sponsorship of the City's SHIP program, Habitat performed extensive repair to the property, including complete demolition of the interior, repair of interior framing and installation of new drywall, kitchen, windows and doors. The Habitat team also replaced the roof, reinsulated the home, installed a new HVAC system, and upgraded the electrical system and water supply to the home.

SPECIAL FUNDING SOURCES/PARTNERS
City of Kissimmee SHIP funding

PROJECT BUDGET
$116,160 (budget); $94,744.33 (actual)

DATE OF COMPLETION/LENGTH OF CONSTRUCTION
July 2021 – April 2022

PROJECT MANAGER
Lucie Ghioto, AICP
VP Planning & Construction

CLIENT CONTACT
Frances DeJesus
City of Kissimmee

B. If you engage independent contractors, how many to you intend to hire? Do you intend to cover them with workers compensation? (All independent contractors will be required to have worker's compensation coverage, which will be the responsibility of the Contractor)

Habitat Greater Orlando & Osceola County engages skilled subcontractors, as needed to implement its repair programs, particularly for those scopes that require specialized contractor licenses, including roofing, HVAC, electrical and plumbing. Other subcontractors will be engaged as needed to supplement Habitat's construction team in the completion of each scope of work. All subcontractors are required to carry their own liability, workers' compensation, and auto insurance, listing Habitat as additional insured for the duration of the project.

C. Capacity to complete the demolition of multiple structures within a short period of time. Please provide the number of properties your company has demolished in the past year.

Habitat Greater Orlando & Osceola County does not regularly demolish properties as our focus is on the repair/rehabilitation of existing structures wherever possible. Selective interior demolition will be engaged as needed to replace areas that are too deteriorated to be repaired. The most recent example of this work was conducted at 110 North Palm Avenue, Kissimmee, as part of the critical repair work performed on the home. Habitat would work closely with the City to determine which structures require complete demolition and reconstruction, versus those that only require selective demolition to facilitate repair, and engage the proper assistance to implement the scope of work efficiently.

D. Plan for recycling or waste management of used construction materials in a timely manner.

Habitat Greater Orlando & Osceola County would partner with Waste Management to dispose of construction materials in accordance with local requirements for each project. Habitat will consider recycling/salvaging of construction materials wherever feasible to minimize environmental impacts of each project.

E. Contractors should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.

Habitat for Humanity Greater Orlando & Osceola County, Inc. is not a certified MBE/WBE or Section 3 business enterprise.

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #2

CERTIFICATION OF TAX EXEMPTION

501(c)(3) Letter

IRS Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

In reply refer to: 0752253593
Sep. 21, 2021 LTR 4168C 0
59-2789167 000000 00
00022030
BODC: TE

HABITAT FOR HUMANITY GREATER
ORLANDO AND OSCEOLA COUNTY INC
% JENNIFER GALLAGHER
4116 SILVER STAR RD
ORLANDO FL 32808-4636

011463

Employer ID number: 59-2789167
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Sep. 10, 2021, about your tax-exempt status.

We issued you a determination letter in January 1987, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Under IRC Section 170, donors may be eligible to deduct contributions they make to you exclusively for the charitable purposes specified in Section 501(c)(3). If you solicit contributions or gifts for non-501(c)(3) purposes, you must include a statement indicating that these payments aren't deductible as charitable contributions for federal income tax purposes.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

0752253593
Sep. 21, 2021 LTR 4168C 0
59-2789167 000000 00
00022031

HABITAT FOR HUMANITY GREATER
ORLANDO AND OSCEOLA COUNTY INC
% JENNIFER GALLAGHER
4116 SILVER STAR RD
ORLANDO FL 32808-4636

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Teri M. Johnson
Operations Manager, AM Ops. 3

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Checklist Item #3

CERTIFICATE OF GOOD STANDING

Florida Secretary of State

State of Florida
Department of State

I certify from the records of this office that HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on May 20, 1986.

The document number of this corporation is N14993.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 12, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of April, 2023

Secretary of State

Tracking Number: 9927088260CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #4

EVIDENCE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Lockton Affinity, LLC** **P.O. Box 873401** **Kansas City, MO 64187-3401**	**CONTACT NAME:** **PHONE (A/C No.Ext):** 888-553-9002 **FAX (A/C, No):** **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER-A: ACE American Insurance Co.	22667
INSURER-B: ACE Property and Casualty	20699
INSURER-C: Westchester Fire Ins. Co.	10030
INSURER-D:	
INSURER-E:	
INSURER-F:	

INSURED
Habitat for Humanity Greater Orlando and Osceola County, Inc.
4116 Silver Star
Orlando, FL 32808

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			**GL1064578-23**	**04/01/2023**	**04/01/2024**	EACH OCCURRENCE	**$1,000,000**
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	**$1,000,000**
	CLAIMS MADE X OCCUR						MED EXP (Any one person)	**$0**
							PERSONAL & ADV INJURY	**$1,000,000**
							GENERAL AGGREGATE	**$2,000,000**
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	**$2,000,000**
	X POLICY							**$**
	AUTOMOBILE L**IABILITY**						COMBINED SINGLE LIMIT (Ea accident)	**$**
	ANY AUTO						BODILY INJURY (Per Person)	**$**
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	**$**
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	**$**
B	X UMBRELLA LIAB X OCCUR			**UM1064578-23**	**04/01/2023**	**04/01/2024**	EACH OCCURRENCE	**$1,000,000**
	EXCESS LIAB / CLAIMS MADE						AGGREGATE	**$1,000,000**
	DED X RETENTION $10,000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE **Y/N**						WC STATU-TORY LIMITS / OTH-ER	
	OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	**$**
	(MANDATORY IN NH) If yes, describe under						E.L. DISEASE – EA EMPLOYEE	**$**
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE – POLICY LIMIT	**$**
A	**Builder's Risk - Special Form**			**BR1064578-23**	**04/01/2023**	**04/01/2024**	Limit Deductible	**$10,000,000** **$Per Schedule**

Insurer A: Property Incl. Crime, Policy # PC1064578-23, 04/01/2023 - 04/01/2024, Limits Per Schedule on File with Lockton Affinity, LLC
Insurer A: Directors & Officers Liability, Policy # DO1064578-23, 04/01/2023 - 04/01/2024, Limit: $1,000,000
Insurer C: Volunteer Accident Medical Expense, Policy # MED1064578-23, 04/01/2023 - 04/01/2024, Limit: $250,000
Insurer C: Volunteer Disability, Policy # DIS1064578-23, 04/01/2023 - 04/01/2024, Temporary Total Disability Limit: 60% Salary

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE



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Checklist Item #5

STATE LICENSING OR CERTIFICATION

Not Applicable

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #6

EVIDENCE OF FINANCIAL STABILITY

(Most Recent Financials)

Habitat for Humanity® Greater Orlando & Osceola County

STATEMENT OF ACTIVITIES
As of March 31, 2023 (FYE 06.30.23)

	Actuals YTD 03/31/23
Revenue & Support	
Fundraising Revenue	
General Contribution	1,784,952
Gift In-Kind	492,556
Government Funding	617,100
Total Fundraising Revenue	2,894,608
Operating Revenue	
Mortgage Disc Amortized	275,784
Other Income	563,634
Total Operating Revenue	839,418
Program Revenue	
Application Fees	3,600
Homes Sales	1,950,301
Interest Revenue on Mortgages	3,696
Total Program Revenue	1,957,596
Total Revenue	5,691,622
Cost of Goods Sold	
Cost of Goods Sold - Homes	1,524,609
Total Cost of Goods Sold	1,524,609
Gross Profit	4,167,013
Expenses	
Bank and Merchant Fees	4,226
Borrowing Costs	15,866
Communications	35,114
Depreciation Expense	56,244
Discounts on Mortgages Sold	53,533
Events	21,460
Habitat Fees & Donations	30,920
Home Rehab Program Expenses	461,738
Insurance	68,861
Interest Expense	58,903
Miscellaneous Expense	100
Mortgage Origination Expenses	69,096
Mortgage Servicing Fees	20,050
Occupancy	65,008
Office Operations	32,054
Outreach	22,313
Professional Services	449,847
Real Estate	29,963
Salary Taxes & Benefits	2,347,480
Staff Acq. Retention & Dev.	41,540
Technology	134,137
Tools & Maintenance	10,492
Transportation	21,114
Verifications	1,617
Total Expenses	4,051,676
Net Income	115,338

Habitat for Humanity® Greater Orlando & Osceola County

STATEMENT OF FINANCIAL POSITION
As of March 31, 2023 (FYE 06.30.23)

	As of 3/31/2023
ASSETS	
Current Assets	
Cash in Bank - Operating	2,457,255
Cash in Bank - Reserve	5,199,401
Other Accounts	2,376
Total Checking/Savings	7,659,032
Accounts Receivable	
Grants Receivable - Government	399,988
Total Accounts Receivable	864,620
Other Current Assets	
Home in Process	990,735
Home Inventory	144,524
Land Held for Development	1,579,436
Mortgages Receivable	10,302,549
Other Current Asset	375,853
Total Other Current Assets	13,393,097
Total Current Assets	21,916,749
Fixed Assets	
Fixed Assets	1,832,689
Accumulated Depreciation	(388,937)
Total Fixed Assets	1,443,752
Land - HQ	289,250
TOTAL ASSETS	**23,649,751**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	480,952
Total Accounts Payable	480,952
Other Current Liabilities	
Other Current Liability	67,862
Grants Unearned	208,000
Total Other Current Liabilities	275,862
Total Current Liabilities	756,814
Long Term Liabilities	
Loans and Credit Line	2,187,137
Mortgage Secured Borrowings	6,234,269
Total Long Term Liabilities	8,421,406
Total Liabilities	9,178,220
Equity	
Opening Balance Equity	6,309,987
Temp. Restricted Net Assets	219,000
Unrestricted Net Assets	7,827,207
Net Income	115,338
Total Equity	14,471,531
TOTAL LIABILITIES & EQUITY	**23,649,751**

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #7

REFERENCES

(For Previous Work Completed)

REFERENCES

Mitchell Glasser
Manager, Orange County Housing & Community Development
407-836-5190
Mitchell.Glasser@ocfl.net

Oren J. Henry
Director, City of Orlando Housing & Community Development
407-407-246-2328
oren.henry@cityoforlando.net

Diane O'Dell
V.P. Community and Diversity Relations, Universal Orlando Foundation, Inc.
407-224-5690
diane.O'Dell@universalorlando.com

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #8

CONFLICT OF INTEREST STATEMENT

Habitat for Humanity® Greater Orlando & Osceola County

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

CITY OF KISSIMMEE RFQ 2023-003

CONFLICT OF INTEREST STATEMENT

The owner(s), corporate members or employees of Habitat for Humanity Greater Orlando and Osceola County Inc, shall not derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the City. Each individual shall disclose to the City of Kissimmee any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of Habitat for Humanity Greater Orlando and Osceola County Inc who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with the City, he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board.

At this time, I am a Board member, a committee member, or an employee of the following organizations/companies: President & CEO, Habitat for Humanity Greater Orlando and Osceola County Inc.; Habitat for Humanity International U.S. Council; Vice Chair of the Board of Habitat Florida; and Orange County Affordable Housing Advisory Board.

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:
1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any Contractor, supplier, or other party; doing business with the City of Kissimmee which has resulted or could result in person benefit to me.
2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the City of Kissimmee.

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the City.

N/A

Date: 5/1/23 **Signature:** C. McManus
Printed name: Catherine Steck McManus
Respondent: Catherine Steck McManus, President and CEO
Address: 4116 Silver Star Rd., Orlando Florida 32808 **Telephone:** 407-440-6976

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #9

DESCRIPTION OF COMPANY

Habitat for Humanity® Greater Orlando & Osceola County
4116 Silver Star Road • Orlando, FL 32808
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DESCRIPTION OF COMPANY

OUR HISTORY

Habitat for Humanity of Greater Orlando & Osceola County was established as Habitat for Humanity of Greater Orlando in 1986 by grass roots organizers who recognized the need for decent, affordable homes in our community. In 2018 we were awarded an expansion of our Geographic Service Area from Habitat International to include all of Osceola County.

Since our inception, we have built 412 new homes and rehabbed or repaired 433 homes, and provided homeownership and financial management skills, improving the lives of thousands of men, women and children in Central Florida.

OUR MISSION

Habitat for Humanity Greater Orlando & Osceola County is dedicated to eliminating substandard housing through constructing, rehabilitating and preserving homes; advocating for fair and just housing policies; and providing training and access to resources to help families improve their housing and financial stability. In fulfilling our mission, Habitat Orlando & Osceola County brings people together to build homes, communities, and hope.

OUR WORK

No matter who we are or where we come from, we all deserve to feel basic security in our daily lives. At Habitat Orlando & Osceola County, this is what unites us. We empower struggling families with reliable homeownership and education that strengthens housing permanence and financial resiliency. The result is the opportunity for a better future.

Habitat Orlando & Osceola serves as a catalyst for neighborhood transformation. We build homes. We revitalize neighborhoods. We strengthen communities. But most importantly, we change lives as we work to provide affordable housing for families in need. For every nail that is hammered, every house that is sold, every resident that is empowered and every neighborhood that is enhanced, we are one step closer to eliminating substandard housing and developing thriving communities.

Habitat Orlando & Osceola has developed extensive expertise by working with partners including the City of Kissimmee, the City of Orlando, Orange County Government, Habitat for Humanity International, various grants under the U.S.

Department of Housing and Urban Development, and Federal Home Loan Bank Atlanta, to name a few. Our experts are also well versed in managing the nuances of municipal, county, state, and federal grants including Community Development Block Grants (CDBG), Self Help Homeownership Opportunity Program (SHOP), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP), and the Neighborhood Stabilization Program (NSP).

We are fortunate to have a robust home rehab and repair program that has been expanding since 2009. We conducted a Neighborhood Revitalization program from 2015 - 2019. And we continue to be a top Habitat affiliate producer of repairs and new home construction for first-time homeowners.

In fact, we are considered a “Super Habitat” among affiliates in very large markets in Florida and around the U.S. for our rate of production.

HOMES AND HOMEOWNERSHIP
All of our new homes are Florida Green Building Coalition “Silver” Certified with Water Star rated fixtures in order to minimize the long-term financial impact on the homeowner through lower utility costs and maintenance. Habitat works closely with our homeowners to match each family with the home that will best meet their needs, including family size and accessibility requirements.

Our first-time, income qualified, homebuyer applicants contribute investments of their own in the form of “sweat equity” and financial resources. Our Homeownership Program includes mandatory courses on homeownership sustainability, financial management, home maintenance, and much more to ensure homeowners have the tools they need to maintain their finances and their new homes. We ensure that their new energy-efficient homes are built to last a lifetime and they receive a 30-year fixed mortgage package that doesn’t exceed 30% of their household income with a nominal down payment.

REPAIRS and REHABS
Habitat Orlando & Osceola County has completed 433 repairs, rehabs, and recycles since inception. In the last three years, we have completed 84 roof replacements and critical repairs and 28 more are scheduled to be completed by September 2023. These are all accomplished in partnership with City of Kissimmee, Orange County, and City of Orlando.

Please see more about our capacity and experience in our Sponsor Application and our Capacity of Company documents.

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WE BUILD **STRENGTH**, **STABILITY** AND **SELF-RELIANCE** THROUGH SHELTER

Checklist Item #10

CAPACITY OF COMPANY

Please also see the Sponsor Application

CAPACITY OF COMPANY

OUR TEAM

Habitat for Humanity Greater Orlando and Osceola County currently employs 36 full time employees working in five departments, including Operations, Construction, Finance, Resource Development, and Program Services, all dedicated to elevating the availability and quality of affordable housing in Orange and Osceola counties. Our construction team has 10 members, including management, administrative, and skilled field support.

SELECTED PROJECT TEAM

LUCIE GHIOTO, AICP - *Vice President of Planning & Construction*

Role with Habitat for Humanity Greater Orlando & Osceola County

Lucie oversees the Planning and Construction Department, with a staff of nine, including a director of construction, construction project managers, site forepersons, administrative, procurement and other professional staff. Her department is responsible for land acquisition, new home construction and the repair/rehabilitation of existing, owner-occupied homes. Lucie also acts as an important liaison to government offices and other organizations in Central Florida, the state of Florida, and the U.S.

Responsibilities to the City of Kissimmee

Lucie will serve as Principal for the City of Kissimmee's program, providing overall program oversight. Please see enclosed resume for a full list of qualifications.

ADAM DEFFES – *Director of Construction*

Role with Habitat for Humanity Greater Orlando & Osceola County

Adam oversees both new construction and repair programs for Habitat, ensuring his team delivers a quality product on time and within budget.

Responsibilities to the City of Kissimmee

Adam will serve as Project Manager for the program. He will be responsible for general project oversight, including adherence to budget, schedule and applicable local, State and Federal requirements, as applicable. Please see enclosed resume for a full list of qualifications.

MICHAEL DU BOIS – Repair Project Manager

Role with Habitat for Humanity Greater Orlando & Osceola County
Michael's primary role is the rehabilitation of homes through Habitat's repair program to make them more safe, healthy, and energy efficient. He also manages part of Habitat's new construction program, including working with volunteers, subcontractors and Habitat homebuyers.

Responsibilities to the City of Kissimmee
Michael will serve as Construction Supervisor for the program. He will be responsible for managing project costs, scheduling of work, and managing inspections of work performed. He will also act as homeowner liaison for the duration of each project. Please see enclosed resume for a full list of qualifications.

SARAI RODRIGUEZ - *Construction Administrative Specialist*

Role with Habitat for Humanity Greater Orlando & Osceola County
Sarai serves as the liaison between construction team and external partners to complete all administrative requirements for homebuilding. These duties include permitting, warranties, vendor maintenance, and working with homeowners throughout the new construction and repair process.

Responsibilities to the City of Kissimmee Owner Occupied Rehabilitation Program
Sarai will serve as an additional point of contact with repair recipients and will ensure compliance with Habitat and Kissimmee requirements for all subcontractors/vendors engaged in each scope of work. She will offer administrative support to project staff, obtain all permits necessary to perform the work in each project scope, and oversee warranty of the work completed. Please see enclosed resume for a full list of qualifications.

OTHER RESOURCES

DKE Environmental & Construction Services, Inc.
DKE provides lead paint, asbestos & mold testing services. They have partnered with Habitat since 2021.

Primary Contact: Debra Koontz, Owner

CAPACITY TO COMPLETE THE SCOPE OF WORK

It is our understanding that the City of Kissimmee is seeking the continuing services of a Contractor team to bid on and execute for a period of three (3) years the rehabilitation and/or demolition/reconstruction of homes selected by the City, through the use of CDBG, SHIP, and/or HOME funds.

Furthermore, we understand that the contractor will be responsible for providing all plans and technical specifications for reconstruction projects. Habitat Orlando & Osceola has constructed 412 new homes and repaired 433 existing homes in Central Florida for more than 36 years. We have a variety of high-quality, single-family home products ranging from 3 to 6-bedrooms that we use regularly for both infill projects and subdivision construction. In the last several years, our preservation projects have been executed in partnership with the City of Kissimmee, the City of Orlando, and Orange County.

We have a network of highly qualified, licensed subcontractors who we work closely with to efficiently and effectively complete projects in a timely manner. Habitat Orlando & Osceola successfully completed similar work as Sponsor for the City of Kissimmee's SHIP and CDBG-funded owner-occupied repair program in from FY18/19 – FY21/22, including the demolition/reconstruction of 604 Mann Street, and critical repairs and roof replacements of owner-occupied homes in the City.

Our typical new construction projects require the use of 10-12 subcontractors, all of whom are licensed and self-insured. Although the final number of demolition/ reconstruction projects that will be included in the three-year scope of work is unknown, all of our site work including demolition, disposal, and final grading will be achieved by licensed and insured site subcontractors. Vertical construction/repairs will be executed in partnership with subcontractors and Habitat staff.

Compliance With Federal, State And Local Requirements
Habitat and its network of chosen subcontractors for each project will comply with all applicable requirements of both Federal and State agencies, including Davis-Bacon, and local requirements, as applicable. As illustrated in our list of previous government grant experience below, Habitat has a clear understanding of the requirements imposed by Federal funding, including the different reporting requirements for CDBG, SHIP, and HOME funding.

GOVERNMENT GRANT EXPERIENCE
2018-2022

Orange County	CDBG - Land Acquisition	$476,000	2018	Land acquisition to construct 56-unit single family subdivision in Apopka (joint effort with Habitat Seminole & Apopka).
Orange County	Community Pride	$17,148	2018-2019	Home/Neighborhood Restoration
Orange County	Fixing Up the Neighborhood (FUN)	$50,000	2018-2019	Home/Neighborhood Restoration
City of Kissimmee	SHIP	$212,109	2018-2019	Funding for home repairs, and demolition/ reconstruction of owner-occupied homes
City of Orlando	CDBG	$100,000	2019-2020	Replace HQ roof, update men's restroom ADA
City of Kissimmee	SHIP	$212,238	2019-2020	repairs or demolition/reconstruction
City of Kissimmee	CDBG - Critical Repairs	$164,963	2019-2020	10 critical repairs and roof replacements in the City of Kissimmee
Orange County	CDBG - Roof Replacements Round 1	$264,000	2019-2020	Replace 20 roofs in unincorporated Orange County
Orange County	CDBG - Roof Replacements Round 2	$570,643	2020-2021	Replace 40 roofs
City of Orlando	CDBG - Roof Replacements Round 1	$11,000	2020-2021	Replace 1 home roof

Orange County	Orange County Affordable Housing Trust	$75,000	2020-2021	Land plus $15,000 per lot for development of 5 lots. Surplus land acquisition (5 lots) and partial funding
City of Kissimmee	SHIP	$275,731	2021-2022	repairs or demolition/reconstruction
Orange County	CDBG - Roof Replacements Round 3	$578,673	2021-2022	Replace 40 roofs
Orange County	HFHI ESG Pass Through COVID	$4,733	2021-2022	Covid-related expenses
Orange County	United Way/Orange County ESG Pass Through COVID	$4,809	2020-2021	Covid-related expenses
HFHI/ESG	HFHI ESG Pass Through COVID	$50,000	2020-2021	Program Services
HFHI/ESG	HFHI ESG Pass Through COVID	$50,000	2021-2022	Program Services
Orange County	CDBG Funds Plus Parcel Donations	$75,000	2021-2022	5 scattered lots donated plus $15,000 per lot for development
Orange County	CDBG - Roof Replacements Round 4	$578,700	2022-2023	Replace 40 roofs

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Checklist Item #11

MBE/WBE, Local Hiring, HUD Section 3, BAMA, if applicable

Not Applicable

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Checklist Item #12

SUBMITTAL REQUIREMENTS CHECKLIST

Habitat for Humanity® Greater Orlando & Osceola County
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2023 City Of Kissimmee Continuing Services Contract For Roof Replacement, Housing Rehabilitation / Demolition And Reconstruction Contractor RFQ2023-003

SUBMITTAL REQUIREMENTS CHECKLIST

ITEM # In Package

- ☒ 1. Sponsor Application (Main Proposal)
- ☒ 2. Certification – 501(c)(3) Letter
- ☒ 3. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ☒ 4. Evidence of Insurance
- ☐ 5. State License and or Certification, if applicable
- ☒ 6. Evidence of Financial Stability (most recent financial statements)
- ☒ 7. References
- ☒ 8. Conflict of Interest Statement & Supporting Documentation
- ☒ 9. Description of Company *
- ☒ 10. Capacity of Company *
- ☐ 11. MBE/WBE, Local Hiring, HUD Section 3, BAMA if applicable*
- ☒ 12. RFQ Submittal Requirements Checklist

*THIS INFORMATION IS THE MAIN SUBSTANCE FOR THE SELECTION CRITERIA STATED UNDER THE SECTION A: EVALUATION AND SCORING.

Additional Attachments #1

- ☒ A. Addendum – Signed
- ☒ B. Resumes

Additional Attachments #2

- ☒ Requested Changes
  - A. In the 2023 City Of Kissimmee Continuing Services Contract For Roof Replacement, Housing Rehabilitation / Demolition And Reconstruction Contractor
  - B. In the Rehab Standards

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Additional Attachments #1

A. Addendum – Signed
B. Resumes

CITY OF
KISSIMMEE
1883

April 17, 2023

Addendum No. 1

Project: Construction Services for Housing Rehabilitation Demolition Reconstruction Construction and Renovation Services on a Task Authorization up to $500,000
Bid No: RFQ 2023-003

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: I am seeking a bit of clarification as it relates to paragraph I. of the RFQ. It says you are requesting qualifications from, **"...not for profit organizations to take on the role as 'Contractor"**. I assume that is a typo. By definition under DBPR a contractor is for profit individual or entity. Please clarify.

The CITY OF KISSIMMEE (the "City") is seeking SEALED QUALIFICATIONS from not for profit organizations to take on the role as "Contractor" on the following: Request for Qualifications Number RFQ 2023-003 Construction Services for Housing Rehabilitation/ Demolition and Reconstruction Continuing Services under the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and State Housing Initiatives Partnership (SHIP) programs.

Answer: The language used is to identify roles only. City of Kissimmee is referred to as "the City" and "Not for profit organizations" as Contractor.

Question: Regarding the project mentioned above, what is the estimated value/budget and projected start date for work to begin?

Answer: The budget is included on Page 8 of the RFQ document. The maximum cost per unit is as follows:

1) Roof replacements - $30,000
2) Rehabilitation - $120,000
3) Demolition and Reconstruction - $250,000

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.

2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

(Signature)

COMPANY NAME Habitat for Humanity Greater Orlando & Osceola County

COMPANY ADDRESS 4116 Silver Star Rd, Orlando, FL 32808

BY: _____ DATE: 5.2.2023
(signature)

Lucie Ghioto, VP Planning & Construction EMAIL: lghioto@habitatorlandoosceola.org
(typed name/title of signer)

Adam Deffes
Residential Construction Project Manager
Habitat for Humanity Greater Orlando & Osceola County, Inc.

Experience

RESIDENTIAL CONSTRUCTION PROJECT MANAGER | HABITAT FOR HUMANITY GREATER ORLANDO & OSCEOLA COUNTY, INC | 2018-Present

- Lead a highly skilled team of construction professionals in the construction of new single-family homes for Habitat homeowners.
- Implement the organization's repair projects, including pre-inspections, coordinating subcontractors, establishing scopes of work, interfacing with homeowners, ensuring high quality work and timely project completion.
- Ensure accurate budget is established and maintained for new construction and repair scopes of work.
- Coordinate with other departments, particularly Finance, Program Services, and Resource Development on strategic initiatives and construction-related projects.

PRESIDENT | FOUNDATIONS, LLC | 2006 – 2018

- Effectively executed remodel and general construction jobs from customer consultation to completion.
- Worked with clients to ascertain their needs and translated those needs to engineers to create project plans.
- Managed tradesman and laborers to ensure a safe and productive job site.
- Coordinated the acquisition and delivery of materials while staying within the project budget.
- Worked closely with local inspectors to ensure that building codes and local regulations were being met prior to inspections.
- Tracked and managed project budgets and created customer invoices.

SCENIC CARPENTER | SOLE SCENIC | 2009 - 2013

- Worked with teams of designers and other craftsman to create and install scenic components for amusement parks, sports arenas, events and advertisements.

Education

New World School of Art | 1992 To 1994

Florida Solar Energy Center | Certificate in Solar Photovoltaic Insulation | 2012

Skills & Abilities

MANAGEMENT | LEADERSHIP | COMMUNICATION | GENERAL CONSTRUCTION | CARPENTRY | PROJECT PLANNING | CONSTRUCTION SAFETY | SUBCONTRACTING | FABRICATION | CUTOM DESIGN | QUICKBOOKS

LUCILLE A. GHIOTO, AICP

VICE PRESIDENT PLANNING & CONSTRUCTION
HABITAT FOR HUMANITY GREATER ORLANDO & OSCEOLA COUNTY, INC

SUMMARY OF QUALIFICATIONS

- Well-versed in various facets of urban design, including Community Redevelopment strategies, transit-oriented design, traditional neighborhood design, LEED construction, context-sensitive growth and mixed-use development
- Extensive experience interacting with governing bodies, advisory boards, staff committees, and individual citizens, particularly in management of stakeholder expectations
- Frequent coordination with technical professionals, including engineers, planners, architects, and environmental specialists
- An authority in redevelopment practices and implementation
- Proficient in the development and implementation of comprehensive design policies
- Mentoring of younger professionals in career development and effective communication
- Able to effectively multi-task and manage multiple large projects concurrently
- Effective in translating complex and specialized concepts/requirements to a wide variety of stakeholders
- Understanding of the residential construction industry, affordable housing principles and practices
- Experienced in implementing Davis Bacon requirements.

EXPERIENCE

March 2018 – Present

HABITAT FOR HUMANITY GREATER ORLANDO & OSCEOLA
2018-2019: Director of Land Acquisition
2019 – 2020: VP Planning & Strategic Impact
2020 – Present: VP Planning & Construction

- Act as liaison to government agencies to seek out partnership opportunities, gain an in-depth understanding of community needs and funding opportunities in order to facilitate the development of multi-year funding and development strategies. Utilize these relationships to advocate for good land use policies that benefit the creation and retention of affordable housing.
- Oversee a team of highly skilled construction personnel in the entitlement, permitting, construction and retention of affordable residential housing in Orange and Osceola County.
- Actively seek opportunities to further refine the construction process through innovation in building materials, techniques and practices, as well as increasing efficiency while maintaining quality in execution.
- Identify innovative approaches to achieve the organization's short- and long-term goals through diversification of Habitat's traditional land development model, seeking out funding and partnership opportunities not typically explored and determining the viability of alternative products
- Oversee vacant land acquisition for the construction of new homes by researching to identify potential property and creating proformas for feasibility.
- Oversee all due diligence for potential property acquisition including but not limited to procurement and review of environmental assessments, surveys, appraisals, and any other third-party documentation regarding the condition of the property.
- Utilize current technologies, trends and data to establish a unique metric of the organization's success, beyond simple number of homes built. This method will blend mapping with demographic and other data typically measured on a County or community level to show HGOO's true footprint in a manner easily translated to multiple audiences.
- Manage all land development applications with local jurisdictions including but not limited to Comp Plan Amendments, rezoning, platting or re-platting, concurrency, planned developments, impact fee credits, etc.

March 2015-March 2018 **POULOS & BENNETT, LLC; HCI PLANNING, INC**

2015-16: Director of Planning, HCi (Acquired by Poulos & Bennett, LLC)

2016-2018: Senior Planner, Poulos & Bennett, LLC

- Promote and implement Poulos & Bennett's public consulting practice, focusing on interaction with local governments to ascertain their long-term planning needs and pursuing new opportunities for future collaboration
- Serve as project manager and primary point of contact for the completion of public projects, including a complete overhaul of the City of Casselberry's Comprehensive Plan (2016-17) and updating the City of Sanford's Comprehensive Plan to meet evolving City priorities and ensuring compliance with current Florida Statutes. This effort involves:
  - Coordination of all project team members and subconsultant tasks
  - Ensuring maintenance of budget
  - Conducting research of local, regional and state law, public records and other data sources, including Census information.
  - Drafting policy updates to further City goals and vision
  - Acting as liaison with all City Staff, Board members and City Commissioners
  - Planning and facilitating all public outreach efforts.
- Conduct comprehensive due diligence reports for landowners and developers to assist in their understanding of all nuances and potential ramifications of site development
- Conduct Land Use compatibility analysis on behalf of private land developers and public entities
- Coordinate and facilitate public outreach efforts for both public and private clients
- Provide strategic planning advice to private and public clients
- Act as intermediary between landowners, business owners, developers and governmental entities
- Ensure all applications submitted for local agency review are comprehensive, professional and assist local agencies in expediting their review
- Present applications and large-scale projects before local government advisory boards and Commissions
- Perform property and large-scale analysis using GIS, including market analysis, land use and land development trends
- Provide mentoring to junior planners in the firm to assist in career development and foster growth as a professional

December 2003- February 2015 **CITY OF KISSIMMEE, DEVELOPMENT SERVICES, PLANNING DIVISION**

Development Review Coordinator (Senior Planner 2008-2015)

- Administer the development review process for the City of Kissimmee, including acting as the primary liaison between reviewing agencies and property owners, developers and engineers; coordinating review among all City departments, local, regional and state agencies; preparation of meetings; dissemination of critical information.
- Coordinate with the Economic Development Director, City Manager's office, City Staff and development community to ensure that applications move through the process smoothly, while ensuring the City's needs, goals and policies are maintained.

- Staff representative to the Planning Advisory Board and City Commission for all development-related items, including the preparation of Staff reports and agendas, ensuring required public advertisement is carried out, troubleshooting any unexpected concerns to avoid possible delays, and final presentation of projects before each Board
- Ensure compliance with records management requirements
- Communicate with local media as needed for development-related items of community concern
- Draft ordinances amending the City's Land Development Code to improve City processes and client experience, while ensuring quality of development
- Conduct current planning and development review, including reviewing annexation, land use and zoning, DRIs, commercial and residential site plan, subdivision plats, and special exceptions for compliance with City design criteria and Code requirements
- Conduct research through property records, site visits, ArcGIS, local, state and federal Codes to ensure development compliance

Historic Preservation Program Administrator (2005 – 2015)

- Administrator of the Historic Preservation Program, including enforcement of historic property maintenance, review for compliance with design standards, coordinating with consultants, grant and ordinance writing
- Staff representative to the Historic Preservation Board, preparing agendas and leading discussion
- Consult with private property owners on historic preservation best practices and educate the public on the benefits of preservation
- Successfully obtained $250,000 in State and local grant funding to further preservation efforts in the City

Special Projects/Other Experience

- 2011-2012: Successfully executed a complete rewrite of the City's sign ordinance, including the coordination of public input meetings, conducting research, and drafting regulations and design standards. This resulted in a document that provided clearer interpretation of City requirements, provided more advertising options for business owners and ensured a minimum level of design to protect property owner investments.
- 2005-2011: Assisted in the establishment of the Vine Overlay District, a transit oriented redevelopment district spanning the Highway 192 corridor, including assisting in the creation of a development manual and amending zoning uses appropriate to the corridor.
- 2008 and 2014: Collaborated in the creation and implementation of a new design manual for the Community Redevelopment Overlay in downtown Kissimmee, including development and design requirements that provide flexibility in construction requirements while engendering enhanced site and building design.
- 2008-2015: Provide project architectural and design review, as a member of the Architectural Review Committee, for projects in both the Downtown and Vine Street CRAs, as well as staff recommendations for grant and variance proposals.

Supervisory Experience (2012-2015)

- Supervisor to a staff of four, consisting of planning professionals and administrative staff
- Provide mentoring in career development
- Review work products for quality assurance
- Ensure staff compliance with City procedures and requirements
- Act as a moderator in conflict resolution

SKILLS

- *Computer:* ArcGIS, Microsoft Office Suite, Adobe Photoshop, Innoprise (government project tracking software), ProjectDox (electronic project review), BuilderTrend (project tracking software), Salesforce (Donor and client tracking database)

- *Research:* Historic records, Fire insurance maps, Property records, engineering and architectural drawings, City and State regulations, online permit management systems, census data and other public records
- *Equipment:* General office equipment, plus large format copies, scanners and plotters. Field equipment including measurement wheels and calipers.

EDUCATION

SAVANNAH COLLEGE OF ART AND DESIGN, Savannah, GA; Spring 2003
- Master of Fine Arts in Architectural History – Coursework completed
- Cumulative GPA 3.85

UNIVERSITY OF CENTRAL FLORIDA, Orlando, FL; May 2001
- Bachelor of Arts in Art History
- Cumulative GPA 3.85, Graduated Summa Cum Laude

PROFESSIONAL AFFLIATIONS AND CERTIFICATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association (Florida Chapter)
- Historic Preservation Board, City of Orlando
- Orange County Affordable Housing Advisory Committee
- City of Kissimmee Affordable Housing Advisory Committee

HONORS & ACCOMPLISHMENTS

- Received letters of commendation from the City of Casselberry for work performed in updating their Comprehensive Plan, 2017
- Panelist at the 2014 International Sign Expo discussing effective code implementation
- Awarded federal and state issued grants totaling $320,000 on behalf of the Kissimmee CRA and City (2007-14)

Michael Du Bois
Repair Project Manager
Habitat for Humanity Greater Orlando & Osceola County, Inc.

Experience

REPAIRS PROJECT MANAGER | HABITAT FOR HUMANITY GREATER ORLANDO & OSCEOLA COUNTY, INC | 2022-Present

- Oversee the quality of repair for each project with the Director of Construction and Construction Assistant
- Coordinate with trades and assist with completion of work scope for repair projects. Report any improper installations or poor quality of work by trades as needed.
- Comply with each funding sources' specific requirements to ensure funding is utilized appropriately and conditions of funding are met for construction.
- Work closely with the procurement team to solicit and hire subcontractors for bidding purposes to ensure best pricing is achieved and materials are ordered and delivered to meet schedule. Identify methods to streamline and increase efficiency of repair/renovation schedule and make recommendations to supervisor for implementation or modification of systems.
- Act as a technical point of contact for repair clients and permitting agencies.
- Assist in the development of the repair budget and schedule for each fiscal year.

PROPERTY REHAB MANAGER | TURNKEY HEADQUARTERS | 2007 - 2022

- Identified profitable investment prospects.
- Negotiated offers and procured the purchase of properties.
- Analyzed property values and all needed repairs.
- Identified ideal exit plan(s) with multiple contingency plans to account for market shifts.
- Established property budget for acquisition, holding, repairs, maintenance, and selling/renting.
- Purchased quality materials at best price.
- Hired and oversaw all contractors as needed.
- Identified and executed punch list, made repairs and finishing touches.
- Hired real estate agents and oversees selling process, including marketing plan review.
- Performed report & analysis, including profit/loss and return on investment.

Education

Monroe Community College, Tooling & Machining Certificate | 2000

Licensed New York State Realtor| 2008-2011

Skills & Abilities

LEADERSHIP | CARPENTRY | PROJECT PLANNING | REMODELING | SUBCONTRACTING | COMMUNICATION | MAINTENANCE | REAL ESTATE

Sarai Rodriguez
Construction Administrative Assistant
Habitat for Humanity Greater Orlando & Osceola County, Inc.

Experience

CONSTRUCTION ADMINISTRATIVE ASSISTANT | HABITAT FOR HUMANITY GREATER ORLANDO & OSCEOLA COUNTY, INC | 2022-Present

- Maintain all paper and digital project files and archive completed projects.
- Provide administrative support for construction activities through vendor setup and maintenance, including insurance renewals and subcontractor agreements.
- Obtain, review, and compile all permit documents, submit plans, and track progress of each permit application through permit issuance, including revisions, as needed.
- Coordinate with homebuyers, repair clients, construction team and Program Services through the lot selection process, repair projects and warranty program.
- Serve as a liaison for the Construction Department to other departments within the organization and with local building departments and other outside agencies, as needed.
- Take lead role in creating projects and managing the data entry of project information into construction management software.
- Manage the organization's warranty and homeowner insurance claim processes.
- Assist in weekly, monthly, and quarterly reporting internally and to HFHI.

PRECONSTRUCTION COORDINATOR/RETAIL COORDINATOR | ENERGY AIR, INC. | 2017-2022

- Purchasing / Receiving equipment: Ordering / Receiving HVAC equipment.
- Inventory Audits / Management: Maintain cycle counts of inventory | Equipment Registration
- Accounts Receivable: Customer Billing & Collections |Payment Handling
- Licensing: Registration of government license and permits for different municipalities related to builders.
- Customer Service: Order Processing | Appointment Scheduling | Manage customer database Maintain Customer and Vendor relations
- Job Coordination: Tracking and tracing job from order entry to billing (Preconstruction & Retail)

CUSTOMER SERVICE REPRESENTATIVE| ADCOMM | 2015-2017

- Customer Service Representative / Data Entry Processor Altamonte, FL
- Customer support to new patrons on new orders: internet, phone, & cable service
- Customer service to existing patrons on personal accounts
- Simultaneous use of various interface portals for performing data entry
- Inside sales for account upgrades
- Educate customers on account billing
- Process credit cards/conduct credit checks
- Customer retention

Education

Apopka High School Class of 2014

Certifications

- Florida Ready to Work (Silver Credential)
- The National Financial Capability Challenge (Certificate of Recognition)

- Notary Public State of Florida (October 2021 - October 2025)

Skills & Abilities

HIGHLY ORGANIZED | COMMITMENT | ACCOUNTS RECEIVABLE | MS OFFICE | PURCHASING/RECEIVING | LICENSING | VENDOR MANAGEMENT | PERMITTING

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Additional Attachments #2

A. Requested Changes in the 2023 City Of Kissimmee Continuing Services Contract For Roof Replacement, Housing Rehabilitation / Demolition And Reconstruction Contractor

B. Requested Changes in the Rehab Standards

CITY OF KISSIMMEE AND [INSERT COMPANY NAME]
CONTINUING SERVICES CONTRACT FOR ROOF REPLACEMENT, HOUSING REHABILITATION / DEMOLITION AND RECONSTRUCTION CONTRACTOR

THIS AGREEMENT is made on this_____day of_____. 2023, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida, 34741, (hereinafter referred to as "City") and [INSERT COMPANY NAME, LEGAL STATUS ANS ADDRESS] hereinafter referred to as "Contractor").

WHEREAS, City is the recipient of funding from the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership (HOME) Program, and the State Housing Initiatives Partnership (SHIP) Program and a portion of these funds are allocated for housing rehabilitation and demolition and reconstruction services to qualified homeowners; and

WHEREAS, City requires a Nonprofit partner acting as a Contractor to provide construction management for roof replacement, rehabilitation and/or demolition and reconstruction services; and

WHEREAS, City advertised a "Request for Qualifications 2023-003 Housing Rehabilitation/ Demolition and Reconstruction Contractor Continuing Services attached as **Exhibit A**; and

WHEREAS, Contractor submitted to the City a response to the Request for Qualifications attached as Exhibit "B"; and

WHEREAS, based upon Contractor's submitted responses the City wishes to add Contractor to the List to perform the services outlined in **Exhibit A**.

NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

SECTION 1: RECITALS. The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.

SECTION 2: DEFINITIONS.

a) "Administrator" means the Housing and Community Development Division of the Development Services Department of the City, which shall act on behalf of the City in the execution, funding, and programmatic control of this Agreement.
b) "Approval by the City" or like term means written approval by the Administrator, Director, City Manager or designee, or the City Commission as may be required from time to time.
c) "Eligible person" or "eligible household" means one or more natural persons or a family determined by the county or eligible municipality to be of very low income, low income, or moderate income according to the income limits adjusted for family size, published annually by the United States Department of Housing and Urban Development based on the gross income of the household.
d) "Parties" shall mean both the City and Contractor.

e) “Program” is hereby defined as any one of the activities covered under this Agreement: Roof Replacement Program, Owner Occupied Rehabilitation and the Demolition and Reconstruction Program.
f) “Contractor” shall mean [insert company name] with whom this Agreement is entered, and a contract is executed.
g) “Days” shall refer to calendar days.

SECTION 3 – SCOPE OF SERVICES. The City of Kissimmee engages the services of CONTRACTOR to assist with the delivery of the programs outlined in this Agreement and **Exhibit A.**

SECTION 4 - TERM OF AGREEMENT. This Agreement shall be for three (3) years and shall commence on [insert date] and end no later than [insert date], or until all awarded funds have been expended.

SECTION 5 - BUDGET. The City’s Roof Replacement Program, Owner Occupied Rehabilitation Program and the Demolition and Reconstruction Program funds shall be used solely for the stated purposes set forth in this Agreement, and expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing costs incurred. Any and all program income earned on the Program funds shall be remitted to the City. If the Program funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of Program funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the City to refund within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the Contractor.

Project costs shall be paid in accordance with the budget allocations outlined in **Exhibit C**. All costs incurred must be fully documented. Any amendments to the budget must be approved in writing by both parties and be in accordance with the City’s Agreement. Should a Notice to Proceed not be issued within 90 days of a budget submittal, the Contractor has the option to withdraw their bid and proposal. Should the City decline to proceed with the contract after a final budget has been submitted, the City shall reimburse the Contractor for expenses incurred in the creation of said budget.

SECTION 6 – PAYMENT.
It is expressly agreed and understood that the total amount to be paid by the City to the eligible persons or households under this Agreement shall not exceed the maximum award for the applicable program.

Reimbursement of eligible expenses shall be made in accordance with performance using the **Request for Payment** form provided as **Exhibit D**. Requests for change orders must be submitted for review and approval in the form provided as **Exhibit E.**

SECTION 7 – NOTICES.
Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City of Kissimmee
Frances DeJesus, Housing and Community Development Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
(407) 518-2156
frances.dejesus@kissimmee.gov

CONTRACTOR
XXXXXXXXXXX
XXXXXXXXXXX
XXXXXXXXXXX

SECTION 8– CONTRACTOR RESPONSIBIILITIES.

1. Contractor agrees to protect, defend, and indemnify the Owner from any claims for work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until Contractor has delivered to City a complete release of all liens or a conditional release indicating balances owed and indemnifying the City from any further claims by any person for work completed arising from, or related to, Contractor's performance.
2. Contractor shall provide individuals in the capacities of Principal, Project Manager, Manager, and Construction Supervisor. The Principal or Project Manager shall have legal authority to represent the Contractor. The Project Manager shall be the single point of contact for coordinating with the City. The Construction Supervisor shall coordinate construction work and associated contracts. The Construction Supervisor must certify delivery and functional/operating performance of contract work.
3. Contractor shall coordinate the pre-inspection walk-through in order to develop the scope of work for the job.
4. Contractor agrees to direct, supervise, and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain licenses and coordinate other services for the proper rehabilitation of the above identified property. All work shall be satisfactorily completed after the notice to proceed is received. All work shall be completed in a workmanlike manner according to the standard practices and in accordance to the City of Kissimmee's Rehabilitation Standards attached in **Exhibit F**. The estimated completion date for each project shall be approximately 45-180 days from issuance of city permit depending on the project. Depending on the scope of work for a particular project. If Owner is not able to reside on the premises during the construction; a reasonable time of operation shall be established between the Owner and Contractor. Contractor understands that Owner is securing alternative housing during the duration of the project and therefore, time is of the essence.
5. No work shall commence by Contractor until Contractor has received a written Notice to Proceed from the City. The notice to proceed shall be issued within five (5) days from the date of full execution of this Agreement and the recorded Owner's Note and Mortgage, or if it is not, Contractor has the option of withdrawing the bid and proposal. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.

6. All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any sub-contractual agreement Contractor makes with others. Contractor shall be required to furnish to the Owner and the City, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

7. Contractor shall conduct, supervise, and direct the work using Contractor 's best skills and attention without interruption or interference.
8. Contractor shall provide the Owner with evidence that Contractor has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate Building Inspectors.
9. Contractor shall not employ any unfit or underage person or anyone not skilled in the task assigned to him.
10. Contractor shall not assign this Agreement without the express written consent of the Owner and City.
11. Contractor shall be responsible for the acts and omissions of their Contractors and employees, and all subcontractors, their agent and employees, and all other persons performing any of the work on the above described project under this Agreement or as provided for in any approved change order.
12. Contractor shall permit the City Building or other Department or any designated representative to examine and inspect the rehabilitation work under this Agreement at any reasonable time and in any reasonable manner.
13. Contractor shall be liable for any ~~inspection or~~ re-inspection fees.
14. Contractor shall obtain the Owner's approval of all finish material, products and colors to be used in the project and within the agreed upon allowances that Contractor has used as a basis for this Agreement. All colors chosen by the Owner and Contractor shall be of a neutral color.
15. Contractor will adhere to Program regulations regarding eligible activities, eligible program participants, performance reports and administrative costs.
16. Contractor shall maintain all records that are pertinent to the activities to be funded under this Agreement. Retention of all records pertinent to expenditures incurred under this Agreement must be kept for five (5) years from the date of final payment.
17. Contractor shall provide the oversight, administration and project management necessary to accomplish all activities in a timely manner.
18. Contractor is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.
19. Contractor shall submit the Request for Payment signed by Contractor and the Owner and mailed to: Housing and Community Development Division, Development Services, City of Kissimmee, 101 Church St. Kissimmee, Florida 34741 or e-mail to: frances.dejesus@kissimmee.gov. In the event there are any new additions and deductions approved by Change Orders, each Agreement shall be amended to include those changes.

SECTION 9 - CITY RESPONSIBILITIES.

1. City's responsibilities under this Agreement are limited to conducting client eligibility process, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to Contractor for the agreed upon work.
2. City shall issue payments, on behalf of the Owner, directly to Contractor, for such building materials and supplies as are necessary for the performance of the rehabilitation work,

subject to additions and deductions approved by Change Orders, as limited by the Agreement, not to exceed the maximum award allowed by the program.

3. City shall not be responsible for any cost overruns in excess of the amount agreed upon at each closing. The City will maintain on hand such sum to pay for the agreed upon construction when completed. Such sum shall be paid directly to Contractor.
4. The City shall cooperate with Contractor and the Owner to achieve the goals and objectives of the program in alignment with the timeline established by the executed agreement for that project.
5. The City shall notify Contractor of any changes as they become available, in SHIP, CDBG, or HOME regulations or program limits that affect the project. The City shall also notify Contractor of the type of funding to be used for each project prior to budget submittal to ensure the Contractor has the opportunity to fully comply with the unique requirements of each funding source.

Nothing contained herein shall relieve Contractor of its responsibilities as provided under this Agreement.

SECTION 10 – OTHER REQUIREMENTS.

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an "independent Contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as Contractor is an independent Contractor, except as approved as reimbursable expenses to Contractor under this Agreement.

B. Hold Harmless

Contractor agrees to defend, indemnify and hold the City and Florida Housing Finance Corporation harmless from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from Contractor's performance or nonperformance of this Agreement. Contractor shall not be liable for acts of the City, its officers, agents or employees. Nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

C. Insurance and Bonding

Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, ~~and/~~or as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the City. Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of required comprehensive liability insurance in an amount not less than $1,000,000.00 and $1,000,000.00 umbrella insurance naming the Owner and City as additional insured. Furthermore, all subcontractors utilized by Contractor shall provide proof of insurance to the City naming the City an additional insured.

Contractor shall also provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

Contractor shall also provide the City of Kissimmee a copy of the Certificate of Insurance.

~~Contractor shall secure a performance bond and payment bond prior to commencing the project.~~

D. Amendments

The City or Contractor may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Contractor.

E. Suspension or Termination of Agreement

1) With thirty (30) days written notice specifying the effective date, the City may suspend or terminate this Agreement if Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

   a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP, CDBG, or HOME guidelines, policies, or directives as may become applicable at any time;
   b) Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
   c) Submission by Contractor to the City of reports that are incorrect or incomplete in any material respect;
   d) Ineffective or improper use of funds provided under this Agreement;
   e) Failure of Contractor to supply the City with reports and annual audits as required by the City herein;
   f) Failure of Contractor to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
   g) Suspension or termination by the State of the grant to the City under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, Contractor may adjust its budget and recommend Agreement amendments to the City.
   h) The City may also terminate, assign or transfer this Agreement when required by State direction.

2) Contractor may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably

withheld.

SECTION 11 – ADMINISTRATIVE REQUIREMENTS.

Contractor agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

A. Financial Management

1) Accounting Standards

Contractor agrees to comply with 24 CFR 84.21–26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

Contractor shall administer its Project in conformance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", (formerly, OMB Circular A-110); 2 CFR Part 230, "Cost Principles for Non-Profit Organizations", (formerly, OMB Circular A-122); and OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Attachment B shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. Records- Public Records

1) Records to be Maintained

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to determine the eligibility of activities;
c. Records documenting compliance with the fair housing and equal opportunity components of the Program;

2) Retention

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the

above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Program Close-Out

Contractor's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), completion of the one year warranty period, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Contractor has control over SHIP, CDBG, or HOME funds, including program income.

In the event Contractor does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by Contractor and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to Contractor under this Agreement.

4) Access To Records

At any time during normal business hours and as often as the City, Florida Housing Finance Corporation and/or the State of Florida may deem necessary, Contractor shall make available to the City, Florida Housing Finance Corporation and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, Contractor shall permit the City, Florida Housing Finance Corporation, and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

5) CONTRACTOR Audit Requirements:

All Contractor records with respect to any matters covered by this Agreement shall be made available to the City, and the State of Florida or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. Contractor hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Contractor audits and 2 CFR Part 200.

a) An agency that expends $750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. If that is the case with Contractor, Contractor is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit

period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

i. Financial Statements
ii. Schedule of Expenditures of Federal Awards
iii. Summary Schedule of Prior Audit Findings
iv. Auditor's report
v. Corrective Action Plan for current year audit findings

b) Agencies that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

c) All Contractor audits shall be completed within 180 days after the ending date of Contractor fiscal year. One (1) copy of each audit report shall be delivered by Contractor to the City.

d) If Contractor is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:
i. Withhold a percentage of SHIP funds until the applicable audit is completed satisfactorily;
ii. Suspend further disbursements of SHIP funds until the audit is conducted; or
ii. Terminate this Agreement in accordance with Section 10 E. Suspension Or Termination Of Agreement of this Agreement.

SECTION 12 – PARTICIPANT CONDITIONS.

A. Civil Rights and Compliance with Federal Laws

Contractor agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1. Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2. Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

3. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in

whole or in part with funds made available under this Title.

4. Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

5. The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. The Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Executive Order 11063 as amended by Executive Order 12259 – which requires equal opportunity in housing and related facilities provided by federal financial assistance.

8. Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

B. Nondiscrimination

Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

SECTION 13 – BUILD AMERICA BUY AMERICA ACT.

Contractor agrees to follow the domestic procurement preference which requires that all iron, steel, manufactured products, and construction materials used in this project are produced in the United States.

SECTION 14 - SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 15 - WAIVER.

The City's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

SECTION 16 - JURY TRIAL, VENUE & ATTORNEY FEES.

Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement,

reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in Orange and Osceola County, Florida

SECTION 17 - ENTIRE AGREEMENT.
This Agreement constitutes the entire agreement between the City and Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and Contractor with respect to this Agreement.

SECTION 18 - APPLICABLE LAW
This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR _____

By:_____
Signature

Title: _____

State of Florida
County of Osceola

The foregoing instrument as acknowledged before me on this_____day of _____ _____, 2023, by_____. He/She is personally known to me, or has produced his/her driver's license, or his/her _____ ___as identification, and did/did not take an oath.

_____
Notary Public

CITY OF KISSIMMEE

By:_____
Olga Gonzalez, Mayor

Attest:_____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
City Attorney

EXHIBIT F

CITY OF KISSIMMEE 1883

REHABILITATION STANDARDS

New Construction, Re-Construction, and Rehabilitation Projects

I. Funding Sources:

New construction, re-constructs and rehabilitation projects sponsored by the Development Services Department will be funded utilizing one ~~or a combination~~ of the following funding sources: Community Development Block Grant (CDBG), HOME Partnership Investment Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program.

Commented [LG1]: Using a combination of state/federal funding sources could present issues with unique compliance requirements of each fund

II. General Specifications:

These specifications are designed to cover all areas of the work write-up and expected levels of quality construction and installation methods executed by the awarding bid Contractor. These specifications are intended to represent items of a quality level known to meet the City's requirements. While the City of Kissimmee endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference the quality standards of local, state and federal requirements.

A. Lead Based Paint:

Any home or structure built or erected prior to 1978 will be required to undergo a lead based paint remediation test. If lead is present, the Contractor must follow the required federal guidelines for lead based paint remediation.

B. Health and Safety:

Contractors will be responsible for recognizing and remediating all obvious safety hazards in and around the home with regard to construction related issues and provide detailed analysis of cause and effects. Contractor will provide to the City's Housing and Community Development Specialist a written plan of action to repair said hazards as to quickly minimize harmful effects of such conditions to workers before, during and after construction and to its occupants upon completion of the rehabilitated project. Contractor will maintain a clean and safe work site at all times placing all debris in a containment unit on a daily basis. No materials or construction debris will be stored in any ill mannered fashion or location not suitable for its contents.

C. Warranty:

Contractors who are awarded bids by the City of Kissimmee will be required to supply and uphold a full written warranty/service agreement on all materials used and/ or labor performed to install

such materials for a period of not less than one year or as suggested by the product manufacturers installation guidelines. For reconstruct projects, the warranty period will be ~~two years~~one-year on all workmanship and materials, ~~five years on roof installations~~ and ten years on the structural portion of the building. In addition, the Contractor will supply the City with all of the supporting documents for any and all products used that provide an extended time product replacement guarantee.

All products and/or materials used must be installed per manufacturer's specifications or requirements for industry standards and recommendations of accepted practices of quality workmanship and in accordance with all applicable local and state building code and city ordinance/requirements.

All applicable warranty documents for materials and labor supplied must be submitted with the request for final payment. Any documents deemed missing by the City's Housing and Community Development Specialist will result in a delay of final payment until such documents are submitted.

Examples: Fans, appliances, water heaters, HVAC units, light fixtures, roof shingles, plumbing fixtures, flooring, etc.

Residential housing square footage requirements:

All Reconstruct projects will be a minimum of 1000 square feet consisting of three bedrooms and two bathrooms regardless of existing unit's size and or configuration.

Any existing structure larger than 1000 square feet will be reconstructed with the +/-100 square foot rule based upon the size of the existing structure, but no less than 1000 square feet.

D. Permits:

Any and all work requiring a permit for the execution of, will be applied for completed and obtained by the Contractor prior to commencement of any work. This includes Notice to Owners, Notice of Commencements and Clerk of Court registered/certified copies of all documents required.

E. Accessibility:

Any individual requiring assistance to enter or exit their own home be assisted in making such modifications to the existing structures access and exit points. The Contractor will comply with any and all local and state handicap accessibility rules, codes, requirements and regulations of, for such modifications to be completed.

III. Individual product and material specifications:

A. Minimum Requirements:

All materials used must meet the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.

B. Substitutions:

All products and materials listed herein may be substituted with an "equal or greater" quality product and/or material of "equal or lesser cost" or as is required by Local, State and Federal codes/ regulations. The manufactured brands stated herein for certain products will be considered as the basic minimums for quality expectations by the City of Kissimmee used for related projects. All brand names of materials/ products used by Contractors for said projects will be specked out in the work scope line item bid submittal by the Contractor to clarify the types of fixtures,

Commented [LG2]: Our standard warranty is one year with a ten-year structural warranty. Some materials have their own extended warranty (i.e. shingles), but workmanship standard warranties for most trades are one-year.

Commented [LG3]: Original warranty documents will be provided to the owner. Contractor will provide the City with copies.

Commented [LG4]: Assuming larger families will be permitted additional bedrooms based on family size.

Commented [LG5]: Recommend addressing on a case-by-case basis. Fully ADA compliant homes are extraordinarily expensive. Provisions for accessibility can be made as needed, with written approval from the City for special accommodations that require additional cost.

components, parts and materials being used for each category electrical, plumbing, HVAC, flooring, building, roofing etc.

IV. Exterior Finishes

Concrete stucco coatings, siding or wood paneling used to repair or replace damaged areas must meet minimum requirements for thicknesses applied, for their intended use per manufacturer's installation recommendation and in accordance with local and state building code requirements.

A. Roofing materials:

All shingle roof replacements will consist of thirty-year architectural style mildew/fungi resistant asphalt shingles regardless of manufacturing brand used. In addition, any roof overlayment exceeding its normal life expectancy of ten years for three tab installations and fifteen years for architectural installations will be replaced to meet current building code requirements and hurricane wind load expectancies. In regards to roofing materials and applications of, it will be the Contractor's responsibility to install the proper materials and products required to waterproof any and all roofs covered, regardless of the existing roof design, drainage pitch conditions and existing roof materials present. This includes any and all galvanized flashing materials and seam sealer underlayment's used prior to installation of asphalt shingle or modified bitumen roofing products.

Commented [LG6]: Excludes trusses/decking

B. Roof Vents and Lead Boots:

Contractors are responsible for proper roof ventilation systems and products to include bathroom exhaust fan goosenecks and plumbing riser lead boots. It will be the Contractor's responsibility to provide and install the correct applicable product required for its intended use.

C. Concrete:

Concrete used for patching, repairing or replacing of sidewalks/walkways, driveways, or interior finish floor applications will meet the minimum requirements necessary by building code standards depending upon its actual intended use.

D. Driveways and Sidewalks:

Any poured in place concrete flatwork that is severely cracked, shifted, displaced or uneven to greater than normal acceptable standards must be either repaired or replaced to maintain safety and or useable functional purposes intended for use.

Examples:

Cracks greater than one quarter of an inch wide and span distances greater than two feet in length, etc.

Uneven and displaced concrete surfaces such as sidewalk to driveway connections that vary in height may create tripping hazards in excess of one half inch in height, etc.

Each instance should be evaluated separately and a reasonable determination of repair or replacement should be made by all parties involved.

E. Paint:

All exterior paint used will be latex base mildew stain resistant twenty year product warranty or better, regardless of brand used and will be satin or flat base sheen only for all exterior applications, walls, doors, bands, trims, soffits etc.

F. Lumber:

Any lumber used for permanent applications to build, repair or construct will be of proper species, size and durability related to its intended use.

Example: Pressure Treated for direct concrete contact, #2Yellow Pine for structural use, Spruce/ whitewood for cosmetic and non-load baring applications, etc.

G. Aluminum screen rooms/ porches:

All existing screen rooms, porches, covered patios or carports erected using aluminum products requiring structural repairs will be done so with the proper anchors/ tie downs necessary to meet current wind load and building code requirements. All Contractors will be responsible for ensuring the proper permits and requirements for such work are executed and completed correctly.

H. Garage doors:

Any existing garage door unable to meet current wind load and hurricane required capacities due to its current condition and is unable to be modified, repaired or upgraded to meet current hurricane wind load requirements will be replaced to meet such in its entirety. In most cases, an opener will be supplied and installed by the Contractor along with the garage door unless specified differently within the scope of work.

I. Exterior swing doors:

Any door preserving or protecting the interior contents of and/ or the inhabitants of individuals will meet current safety, security and hurricane compliant standards. Any door not meeting these requirements due to severe abuse, damage, distress or age will be replaced to meet all applicable building codes and quality standard requirements.

J. Windows:

Any and all windows exceeding normal life span of twenty years and/or operational ease of use that do not meet current building and safety code requirements or means of egress requirements will be replaced. New windows installed will be either vinyl or aluminum framed with LOW-E energy efficient glass and will be required to meet all current code requirements regarding-egress, hurricane wind born debris, accessibility and minimum Energy Star Rated classifications. All new windows will be installed using manufacturer's installation specifications approved by the local and state building code requirements.

K. Soffit and Fascia:

Any soffit or fascia damaged beyond repair will be replaced with similar existing materials as to wood, aluminum or vinyl products and will match as closely as possible in color to the existing or currently installed. If current materials cannot be matched then a suitable equal to or better material will be acceptable and applied to the affected area. In some cases more than just a specific area may have to be replaced in full if there is no suitable termination point, but this will be determined and approved of on a case by case basis and specified within the scope of work documents.

L. Pressure Washing:

All exterior surfaces will be power washed clean whether it is a painted surface body or not. For example: Driveways, sidewalks, patios, porches, eves, soffits, carports etc.

V. Interior Finishes

A. Lumber:

Any lumber used for temporary or permanent applications to build, construct, or brace will be of proper species, size and durability related to its intended use.

B. Drywall/ Durrock:

All interior wall coverings will consist of ½" thick gypsum wallboard over properly installed wood framed structures for walls and ceilings. Any wet areas located in bathroom showers/tub locations needing repairs or replacement of, will be done so using Durrock concrete wall board as a sub-straight for tile installations.

C. Drywall finishes:

Finish textures to any interior surface will consist of either popcorn or knockdown appearance for all ceiling applications and orange peel texture to all interior walls.

Other finishes may be used if existing patterns differ from those specified within the home. All patches, repairs and texture finishes applied to match existing areas must do so as closely as possible for an overall acceptable finish and appearance.

D. Paint:

All interior paint used will be latex base mildew stain resistant twenty-year product warranty or better, regardless of brand used. All bedrooms, closets, kitchens, interior garages, hallways, storage rooms and main living areas will be painted with flat or satin sheen base products. All doors, casings and bathroom walls will be painted with semi-gloss enamel products only.

E. Tile:

All wet areas (foyer entry, kitchen, and bathrooms) will consist of tile.

For clients that may have difficulties in general mobility or are wheel chair bound, Contractors will install ceramic tile in place of carpet in all living room and hallway areas for ease of use. This will be specified in the work scope prior to bid.

Commented [LG7]: Recommend LVT in lieu of ceramic tile

F. Interior Doors:

Pre-hung hinge operated two panel hollow core pre-primed swing doors to coordinate with directional swing of existing door to be replaced. Bi-fold track and hardware guided closet doors two panel hollow core pre-primed paint grade.

G. Cabinets:

All cabinetry, kitchen or bathroom, shall be made with solid wood frame and doors.

Vanity tops will be one piece cultured marble vanity top with built in sink and overflow protection. An alternative option would be plywood base flat laid Formica Laminate with a 4" high backsplash.

Kitchen countertops will be plywood base flat laid Formica Laminate with a 4” high backsplash.

VI. Plumbing

For reconstruction projects, the following plumbing components shall be provided: Domestic hot and cold water lines, water heater, drain waste and vent systems, clothes washer and waterline connection for refrigerator. Re-pipes will consist of CPVC, COPPER or PEX water lines installed in accordance with manufacturer recommendations and current local building codes.

A. Exterior Applications:

All trenches shall be properly filled and compacted to ground level and covered with sod or seeding as necessary.

B. Waste connections:

Shall be checked and repaired if necessary from the main waste connection at the home to the city sewer lateral and or septic system.

Re-pipes for the main water line from utility meter to the house will consist of ¾ PVC pipe. New pipe installed shall be thermo-insulated in all unconditioned spaces.

All penetrations through walls and cabinets must have escutcheon plates on them.

Drains must be snaked out and free of blockage, all drains must be working properly at time of final inspection.

All fixtures must be white unless the majority of existing fixtures not being replaced are a different color, and then the fixtures will be matched to the existing.

C. Interior Applications:

CPVC or PEX pipe for all interior supply line replacements or repairs PVC pipe for all waste drains and vent lines.

F. Faucet Fixtures:

All plumbing fixtures for kitchen and bathroom sinks will be single lever Moen brand products or equal to or better than specified herein and meet handicap approved requirements.

G. Shower valves:

Must have anti-scald guards at all tub/showers.

H. Sinks:

All bathroom sinks will be American Standard equal to or better oval shaped single bowl self rimming drop in with built in overflow. Kitchen sinks will be American Standard stainless steel dual basin 60/40 split drop in twenty gauge thickness with a minimum 8” depth with retractable spray nozzle fixture equal to or better than.

I. Food Waste Disposer:

Insinkerator brand ¾ horse quiet system electric power operated equal to or better.

J. Tubs/Toilets:

All toilets must be American Standard brand quality- equal to or better and be a minimum of 1.6 gal. Low flow flush capacity. All tubs will be Americast brand quality equal to or better.

K. Water Heater:

Shall meet minimum energy star rating (88% efficiency) with a size of no less than 40 gal minimum quick recovery system.

VII. HVAC

Any unit older than eight years of age not meeting the minimum current energy star rating will be replaced.

Provide ventilated air conditioning heating and cooling system with proper thermostat controls, copper lines, condensate pumps, duct dampers, vents, return air vent system and exterior unit base pad with security grate cover.

All units are to be minimum fifteen-seer energy star rating equal or better and must be installed in accordance with manufacturer's specifications. Size and layout must be approved by the building department and heat pumps are to meet the approved energy code requirements.

Air handlers are to be installed on a sealed wood or metal platform with return air vent circulation box in the wall below the unit.

All attic ductwork must be minimum R-6 energy rated and be of new flexible air duct material installed, sealed and supported per code requirements.

All fresh air supply vents will have adjustable/ directional fins on them.

Exhausts fans for bathrooms will be ducted to exterior and possess a minimum of 90 cfm rating.

Dryer vents will be ducted to exterior only. Whereas kitchen vents may be left direct recirculation if existing systems are already in place, otherwise exterior ventilation is preferred.

VIII. Electrical

All fixtures must meet minimum energy star rating.

The following units must be installed, present and working properly- switches, outlets, breakers, smoke detectors for bedrooms and hallways with 9volt battery backup, TV cables, phone lines, light fixtures, fans, doorbells, dryer and range boxes, properly functioning GFI receptacles in all wet areas and approved weatherproof boxes for exterior applications.

Contractors will verify all main disconnect panels are operating properly and without any safety hazards or concerns to both interior and exterior panels including A/C disconnects.

All lights will have energy star rated bulbs.

All fans will have light kits on them.

All floodlights will have motion detectors and light sensors to meet energy saving requirements.

IX. Appliances

All appliances must meet the minimum energy star rating allowable and be of at least GE appliance quality standard equal or better. All appliances will be installed, connected and service ready.

Refrigerator will be minimum 18 cubic feet.

Range will be 30” wide freestanding electric with anti-tip bracket installed.

Range hood/ microwave will be direct vent or recirculating depending on the existing system setup.

Washer, dryers and dishwashers will also be included for Reconstructs only. All other projects will be on an as needed basis and will be specified in the scope of work.

X. Build America, Buy America Act (BABA)

The Build America, Buy America Act was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021. It established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022. Covered infrastructure Projects include buildings and real property.

The domestic procurement preference (BAP) requires that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects are produced in the United States. The Buy America Preference does not apply to: tools, equipment, supplies, temporary scaffolding, equipment or furnishings used within completed infrastructure but not an integral part/permanently affixed to structure.

HUD is allowed to issue waivers for the requirements in the following circumstances: (1) it is in the public interest, (2) the types of products needed are not produced in the United States or are not readily available, or (3) the requirements would increase the cost of the project by 25% or more. A request for a waiver must be submitted to: Frances De Jesus, Housing and Community Development Manager, 101 Church Street, Kissimmee, FL 34741 or by e-mail at frances.dejesus@kissimmee.gov.

EXHIBIT B
CITY OF KISSIMMEEE
DESCRIPTION OF OWNER OCCUPIED REHABILITATION PROGRAM
ANDDEMOLITION AND RECONSTRUCTION PROGRAM

Owner Occupied Rehabilitation	Code 3, 6

a. Summary: This strategy is designed to assist eligible homeowners to make the repairs or improvements needed for safe and sanitary habitation, and/or correction of substantial building code noncompliance of single family detached houses, townhouses, and manufacturing homes when the owner owns the land. The Roof Replacement Program falls under this strategy.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: Roof Replacement: $30,000; Owner Occupied Rehabilitation: $120,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: 5 for Roof Replacement only and 10 for regular Owner Occupied Rehabilitation
4. Forgiveness: <u>Roof Replacement</u>
   a. Forgiven at 20% per year
   Forgiveness: <u>Owner Occupied Rehabilitation</u>
   a. The loan balance will not decrease during first five years. However, beginning with year 6th to the end of the term, the balance will be forgiven at 20% per year.
5. Repayment: No repayment required as long as the loan is in good standing
6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage
   g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first qualified, fist served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for each rehab job. The agency(ies) will be selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the agency and the City. A third party provides the City with an inspection report and a scope of work. The non-profit agency, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the non-profit agency/contractor, and the homeowner(s) enter into an agreement for the rehabilitation of the home.
2. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, and rehabilitation/construction management) are eligible.
3. Homes requiring emergency repairs shall be given priority in the waiting list and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.
4. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
5. All mortgages, taxes, and special assessments must be current.
6. The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.
7. The property assisted must be free of liens and judgements. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's inspector, the City Manager or designee may approve on a case-by-case basis.
8. From time to time, the City may receive requests from local social service organizations to assist their clients with emergency repairs. If the client, is either very low income with special needs or very low income they will be considered for emergency repairs assistance; even though, they were not on the waiting list.
9. The loan is not assumable.

10. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
11. This program is subject to funding availability and may not be available every fiscal year.

Demolition and Reconstruction	Code 4

a. Summary: This strategy is designed to provide funding when the home being considered under the Owner Occupied Rehabilitation program is damaged to the extent that is not feasible to repair as determined by an inspection and/or the estimated cost exceeds $120,000.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $250,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: Up to 30; depending on amount of assistance provided:

Amount of Assistance	**Years**
$120,001-152,500	15 years
$152,501-185,000	20 years
$185,001-$217,500	25 years
$217,501-250,000	30 years

4. Forgiveness: The loan balance will not decrease during first five years. However, beginning with year 6th to the end of the term, the balance will be prorated accordingly based on the remaining years of the loan.

5. Repayment: No repayment required as long as the loan is in good standing

6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage

g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for each rehab job. The agency is selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the agency and the City. A third party provides the City with an inspection report and a scope of work. The non-profit agency, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the non-profit agency/contractor, and the homeowner(s) enter into an agreement for the rehabilitation of the home.
2. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, rehabilitation/construction management and temporary lodging) are eligible.
3. Homes requiring emergency repairs shall be given priority and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.
4. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
5. All mortgages, taxes, and special assessments must be current.
6. The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.
7. The property assisted must be free of liens and judgements.
8. If there is an outstanding first mortgage on the property, the mortgage holder must agree to the demolition and reconstruction.
9. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's designated inspector, the City Manager or designee may approve on a case-by-case

basis.

10. The loan is not assumable.
11. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
12. This program is subject to funding availability and may not be available every fiscal year.

EXHIBIT C
PROPOSED PROJECT BUDGET ALLOCATION (next 3 years)

HOME OWNERSHIP	
	Dollars (Estimated)
CDBG	$300,000
SHIP	$1,000,000
HOME	$650,000

PROPOSED TIMELINE

Milestone	Proposed Date
Closing	Day 0
Agreement to CC for approval	Day 15
Issue Notice to Proceed	Day 20
Record Mortgage & Note	Day 20
Submit list of contractors	Day 26
Work shall start	Day 26

EXHIBIT D
REQUEST FOR PAYMENT

CONTRACTOR PAYMENT REQUEST # _____

Property Address: _____
_____

Contractor: _____
Address: _____ City:_____

Agreement Amount**: $**_____ This Payment**: $**_____

Payment: ☐ Partial ☐ Final

Contractor:
I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

_____ _____
Contractor's Signature Date

Property Owner:
I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the Contract and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

_____ _____
Owner's Signature Date

City of Kissimmee:
I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of **$**_____

_____ _____
Frances De Jesus Date
Housing and Community Development Manager
(407) 518-2156
frances.dejesus@kissimmee.gov

EXHIBIT E
CHANGE ORDER #_____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, _____ by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $_____for a new total of $_____.

The work completion deadline is_____. The deadline is: ☐ extended to ____☐ not extended

_____ _____
Contractor Signature Date Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

_____
Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

_____

Frances De Jesús Date
Housing & Community Development Manager

EXHIBIT F

CITY OF KISSIMMEE 1883

REHABILITATION STANDARDS

New Construction, Re-Construction, and Rehabilitation Projects

I. **Funding Sources:**

New construction, re-constructs and rehabilitation projects sponsored by the Development Services Department will be funded utilizing one or a combination of the following funding sources: Community Development Block Grant (CDBG), HOME Partnership Investment Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program. The most restrictive standards will apply whenever there is a conflict.

II. **General Specifications:**

These specifications are designed to cover all areas of the work write-up and expected levels of quality construction and installation methods executed by the awarding bid contractor. These specifications are intended to represent items of a quality level known to meet the City's requirements. While the City of Kissimmee endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference the quality standards of local, state and federal requirements.

A. Lead Based Paint:

Any home or structure built or erected prior to 1978 will be required to undergo a lead based paint remediation test. If lead is present, the contractor must follow the required federal guidelines for lead based paint remediation.

B. Health and Safety:

Contractors will be responsible for recognizing and remediating all obvious safety hazards in and around the home with regard to construction related issues and provide detailed analysis of cause and effects. Contractor will provide to the City's Housing and Community Development Specialist a written plan of action to repair said hazards as to quickly minimize harmful effects of such conditions to workers before, during and after construction and to its occupants upon completion of the rehabilitated project. Contractor will maintain a clean and safe work site at all times placing all debris in a containment unit on a daily basis. No materials or construction debris will be stored in any ill mannered fashion or location not suitable for its contents.

C. Warranty:

Contractors who are awarded bids by the City of Kissimmee will be required to supply and uphold a full written warranty/service agreement on all materials used and/ or labor performed to install such materials for a period of not less than one year or as suggested by the product manufacturers installation guidelines. For reconstruct projects, the warranty period will be one year on all workmanship and materials and ten years on the structural portion of the building. In addition, the contractor will supply the City with all of the supporting documents for any and all products used that provide an extended time product replacement guarantee.

All products and/or materials used must be installed per manufacturer's specifications or requirements for industry standards and recommendations of accepted practices of quality workmanship and in accordance with all applicable local and state building code and city ordinance/requirements.

Copies of all applicable warranty documents for materials and labor supplied must be submitted with the request for final payment. Any documents deemed missing by the City's Housing and Community Development Specialist will result in a delay of final payment until such documents are submitted.

Examples: Fans, appliances, water heaters, HVAC units, light fixtures, roof shingles, plumbing fixtures, flooring, etc.

Residential housing square footage requirements:

On average, all Reconstruct projects will be a minimum of 1000 square feet consisting of, at a minimum, three bedrooms and two bathrooms, regardless of existing unit's size and or configuration.

Any existing structure larger than 1000 square feet will be reconstructed with the +/-100 square foot rule based upon the size of the existing structure, but no less than 1000 square feet.

D. Permits:

Any and all work requiring a permit for the execution of, will be applied for completed and obtained by the contractor prior to commencement of any work. This includes Notice to Owners, Notice of Commencements and Clerk of Court registered/certified copies of all documents required.

E. Accessibility:

Any individual requiring assistance to enter or exit their own home shall be assisted in making such modifications to the existing structures access and exit points. The contractor will comply with local and state handicap accessibility rules, codes, requirements and regulations of, for such modifications to be completed.

III. **Individual product and material specifications:**

A. Minimum Requirements:

All materials used must meet the minimum ANSI “American National Standards Institute” and/or ASTM “American Society for Testing and Materials” guidelines.

B. Substitutions:

All products and materials listed herein may be substituted with an "equal or greater" quality product and/or material of “equal or lesser cost" or as is required by Local, State and Federal codes/ regulations. The manufactured brands stated herein for certain products will be considered as the basic minimums for quality expectations by the City of Kissimmee used for related projects. All brand names of materials/ products used by contractors for said projects will be specked out in the work scope line item bid submittal by the Contractor to clarify the types of fixtures, components, parts and materials being used for each category electrical, plumbing, HVAC, flooring, building, roofing etc.

IV. **Exterior Finishes**

Concrete stucco coatings, siding or wood paneling used to repair or replace damaged areas must meet minimum requirements for thicknesses applied, for their intended use per manufacturer’s installation recommendation and in accordance with local and state building code requirements.

A. Roofing materials:

All shingle roof replacements will consist of thirty-year architectural style mildew/fungi resistant asphalt shingles regardless of manufacturing brand used. In addition, any roof overlayment exceeding its normal life expectancy of ten years for three tab installations and fifteen years for architectural installations will be replaced to meet current building code requirements and hurricane wind load expectancies. In regards to roofing materials and applications of, it will be the contractor’s responsibility to install the proper materials and products required to waterproof any and all roofs covered, regardless of the existing roof design, drainage pitch conditions and existing roof materials present. This includes any and all galvanized flashing materials and seam sealer underlayment’s used prior to installation of asphalt shingle or modified bitumen roofing products.

B. Roof Vents and Lead Boots:

Contractors are responsible for proper roof ventilation systems and products to include bathroom exhaust fan goosenecks and plumbing riser lead boots. It will be the contractor’s responsibility to provide and install the correct applicable product required for its intended use.

C. Concrete:

Concrete used for patching, repairing or replacing of sidewalks/walkways, driveways, or interior finish floor applications will meet the minimum requirements necessary by building code standards depending upon its actual intended use.

D. Driveways and Sidewalks:

Any poured in place concrete flatwork that is severely cracked, shifted, displaced or uneven to greater than normal acceptable standards must be either repaired or replaced to maintain safety and or useable functional purposes intended for use.

Examples:

Cracks greater than one quarter of an inch wide and span distances greater than two feet in length, etc.

Uneven and displaced concrete surfaces such as sidewalk to driveway connections that vary in height may create tripping hazards in excess of one half inch in height, etc.

Each instance should be evaluated separately and a reasonable determination of repair or replacement should be made by all parties involved.

E. Paint:

All exterior paint used will be latex base mildew stain resistant twenty year product warranty or better, regardless of brand used and will be satin or flat base sheen only for all exterior applications, walls, doors, bands, trims, soffits etc.

F. Lumber:

Any lumber used for permanent applications to build, repair or construct will be of proper species, size and durability related to its intended use.

Example: Pressure Treated for direct concrete contact, #2Yellow Pine for structural use, Spruce/ whitewood for cosmetic and non-load baring applications, etc.

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All existing screen rooms, porches, covered patios or carports erected using aluminum products requiring structural repairs will be done so with the proper anchors/ tie downs necessary to meet current wind load and building code requirements. All contractors will be responsible for ensuring the proper permits and requirements for such work are executed and completed correctly.

H. Garage doors:

Any existing garage door unable to meet current wind load and hurricane required capacities due to its current condition and is unable to be modified, repaired or upgraded to meet current hurricane wind load requirements will be replaced to meet such in its entirety. In most cases, an opener will be supplied and installed by the contractor along with the garage door unless specified differently within the scope of work.

I. Exterior swing doors:

Any door preserving or protecting the interior contents of and/ or the inhabitants of individuals will meet current safety, security and hurricane compliant standards. Any door not meeting these requirements due to severe abuse, damage, distress or age will be replaced to meet all applicable building codes and quality standard requirements.

J. Windows:

Any and all windows exceeding normal life span of twenty years and/or operational ease of use that do not meet current building and safety code requirements or means of egress requirements will be replaced. New windows installed will be either vinyl or aluminum framed with LOW-E energy efficient glass and will be required to meet all current code requirements regarding- egress, hurricane wind born debris, accessibility and minimum Energy Star Rated classifications. All new windows will be installed using manufacturer's installation specifications approved by the local and state building code requirements.

K. Soffit and Fascia:

Any soffit or fascia damaged beyond repair will be replaced with similar existing materials as to wood, aluminum or vinyl products and will match as closely as possible in color to the existing or currently installed. If current materials cannot be matched then a suitable equal to or better material will be acceptable and applied to the affected area. In some cases more than just a specific area may have to be replaced in full if there is no suitable termination point, but this will be determined and approved of on a case by case basis and specified within the scope of work documents.

L. Pressure Washing:

All exterior surfaces will be power washed clean whether it is a painted surface body or not. For example: Driveways, sidewalks, patios, porches, eves, soffits, carports etc.

V. **Interior Finishes**

A. Lumber:

Any lumber used for temporary or permanent applications to build, construct, or brace will be of proper species, size and durability related to its intended use.

B. Drywall/ Durrock:

All interior wall coverings will consist of ½" thick gypsum wallboard over properly installed wood framed structures for walls and ceilings. Any wet areas located in bathroom showers/tub locations needing repairs or replacement of, will be done so using Durrock concrete wall board as a sub-straight for tile installations.

C. Drywall finishes:

Finish textures to any interior surface will consist of either popcorn or knockdown appearance for all ceiling applications and orange peel texture to all interior walls.

Other finishes may be used if existing patterns differ from those specified within the home. All patches, repairs and texture finishes applied to match existing areas must do so as closely as possible for an overall acceptable finish and appearance.

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E. Tile:

All wet areas (foyer entry, kitchen, and bathrooms) will consist of tile.

For clients that may have difficulties in general mobility or are wheel chair bound, Contractors will install high quality laminate, luxury vinyl tiles, or ceramic tiles in place of carpet in all living room and hallway areas for ease of use.

F. Interior Doors:

Pre-hung hinge operated two panel hollow core pre-primed swing doors to coordinate with directional swing of existing door to be replaced. Bi-fold track and hardware guided closet doors two panel hollow core pre-primed paint grade.

G. Cabinets:

All cabinetry, kitchen or bathroom, shall be made with solid wood frame and doors.

Vanity tops will be one piece cultured marble vanity top with built in sink and overflow protection. An alternative option would be plywood base flat laid Formica Laminate with a 4” high backsplash.

Kitchen countertops will be plywood base flat laid Formica Laminate with a 4” high backsplash.

VI. **Plumbing**

For reconstruction projects, the following plumbing components shall be provided: Domestic hot and cold water lines, water heater, drain waste and vent systems, clothes washer and waterline connection for refrigerator. Re-pipes will consist of CPVC, COPPER or PEX water lines installed in accordance with manufacturer recommendations and current local building codes.

A. Exterior Applications:

All trenches shall be properly filled and compacted to ground level and covered with sod or seeding as necessary.

B. Waste connections:

Shall be checked and repaired if necessary from the main waste connection at the home to the city sewer lateral and or septic system.

Re-pipes for the main water line from utility meter to the house will consist of ¾ PVC pipe. New pipe installed shall be thermo-insulated in all unconditioned spaces.

All penetrations through walls and cabinets must have escutcheon plates on them.

Drains must be snaked out and free of blockage, all drains must be working properly at time of final inspection.

All fixtures must be white unless the majority of existing fixtures not being replaced are a different color, and then the fixtures will be matched to the existing.

C. Interior Applications:

CPVC or PEX pipe for all interior supply line replacements or repairs PVC pipe for all waste drains and vent lines.

F. Faucet Fixtures:

All plumbing fixtures for kitchen and bathroom sinks will be single lever Moen brand products or equal to or better than specified herein and meet handicap approved requirements.

G. Shower valves:

Must have anti-scald guards at all tub/showers.

H. Sinks:

All bathroom sinks will be American Standard equal to or better oval shaped single bowl self rimming drop in with built in overflow. Kitchen sinks will be American Standard stainless steel dual basin 60/40 split drop in twenty gauge thickness with a minimum 8” depth with retractable spray nozzle fixture equal to or better than.

I. Food Waste Disposer:

Insinkerator brand ¾ horse quiet system electric power operated equal to or better.

J. Tubs/Toilets:

All toilets must be American Standard brand quality- equal to or better and be a minimum of 1.6 gal. Low flow flush capacity. All tubs will be Americast brand quality equal to or better.

K. Water Heater:

Shall meet minimum energy star rating (88% efficiency) with a size of no less than 40 gal minimum quick recovery system.

VII. **HVAC**

Any unit older than eight years of age not meeting the minimum current energy star rating will be replaced.

Provide ventilated air conditioning heating and cooling system with proper thermostat controls, copper lines, condensate pumps, duct dampers, vents, return air vent system and exterior unit base pad with security grate cover.

All units are to be minimum fifteen-seer energy star rating equal or better and must be installed in accordance with manufacturer's specifications. Size and layout must be approved by the building department and heat pumps are to meet the approved energy code requirements.

Air handlers are to be installed on a sealed wood or metal platform with return air vent circulation box in the wall below the unit.

All attic ductwork must be minimum R-6 energy rated and be of new flexible air duct material installed, sealed and supported per code requirements.

All fresh air supply vents will have adjustable/ directional fins on them.

Exhausts fans for bathrooms will be ducted to exterior and possess a minimum of 90 cfm rating.

Dryer vents will be ducted to exterior only. Whereas kitchen vents may be left direct recirculation if existing systems are already in place, otherwise exterior ventilation is preferred.

VIII. **Electrical**

All fixtures must meet minimum energy star rating.

The following units must be installed, present and working properly- switches, outlets, breakers, smoke detectors for bedrooms and hallways with 9volt battery backup, TV cables, phone lines, light fixtures, fans, doorbells, dryer and range boxes, properly functioning GFI receptacles in all wet areas and approved weatherproof boxes for exterior applications.

Contractors will verify all main disconnect panels are operating properly and without any safety hazards or concerns to both interior and exterior panels including A/C disconnects.

All lights will have energy star rated bulbs.

All fans will have light kits on them.

All floodlights will have motion detectors and light sensors to meet energy saving requirements.

IX. **Appliances**

All appliances must meet the minimum energy star rating allowable and be of at least GE appliance quality standard equal or better. All appliances will be installed, connected and service ready.

Refrigerator will be minimum 18 cubic feet.

Range will be 30” wide freestanding electric with anti-tip bracket installed.

Range hood/ microwave will be direct vent or recirculating depending on the existing system setup.

Washer, dryers and dishwashers will also be included for Reconstructs only. All other projects will be on an as needed basis and will be specified in the scope of work.

X. **Build America, Buy America Act (BABA)**

The Build America, Buy America Act was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021. It established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022. Covered infrastructure Projects include buildings and real property.

The domestic procurement preference (BAP) requires that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects are produced in the United States. The Buy America Preference does not apply to: tools, equipment, supplies, temporary scaffolding, equipment or furnishings used within completed infrastructure but not an integral part/permanently affixed to structure.

HUD is allowed to issue waivers for the requirements in the following circumstances: (1) it is in the public interest, (2) the types of products needed are not produced in the United States or are not readily available, or (3) the requirements would increase the cost of the project by 25% or more. A request for a waiver must be submitted to: Frances De Jesus, Housing and Community Development Manager, 101 Church Street, Kissimmee, FL 34741 or by e-mail at frances.dejesus@kissimmee.gov.

ITEM 7.N
Continuing Professional Engineering Services Contract Extension

Request

Approval to extend the Engineering Continuing Services contracts with the following firms: (1) Consor Engineer, LLC., (2) Kimley-Horn and Associates, Inc., (3) Michael Baker International, Inc., (4) RS&H, Inc., (5) BCC Engineering, LLC., (6) Burgess & Niple, Inc., and (7) Metro Consulting Group, LLC.

Explanation

On July 6th, 2021, the City Commission approved the selection of Consor Engineer, LLC., Kimley-Horn and Associates, Inc., Michael Baker International, Inc., RS&H, Inc., BCC Engineering, LLC., Burgess & Niple, Inc., and Metro Consulting Group, LLC. for the Engineering Continuing Services Contract to provide consulting services on a task basis. These contracts were for two (2) years with the option of three (3) one-year extensions. Staff would like to request approval to extend these contracts for another year with a new expiration date of July 6th, 2024.

Recommendation

Staff recommends City Commission approval to extend the Continuing Engineering Service Contracts with Consor Engineer, LLC., Kimley-Horn and Associates, Inc., Michael Baker International, Inc., RS&H, Inc., BCC Engineering, LLC., Burgess & Niple, Inc., and Metro Consulting Group, LLC. for one-year with a new expiration date of July 6, 2024.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) BCC Engineering, LLC – Extension Agreement
2. (S) Burgess & Niple Inc. - Extension Agreement
3. (S) Consor Engineer LLC - Extension Agreement
4. (S) Kimley-Horn and Associates Inc - Extension Agreement
5. (S) Metro Consulting Group, LLC – Extension Agreement
6. (S) Michael Baker International Inc. - Extension Agreement
7. (S) RSH Inc. - Extension Agreement

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND BCC ENGINEERING, LLC FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **BCC ENGINEERING, LLC,** located at 6401 SW 87 Av. Suite 200, Miami, FL 33173, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and BCC Engineering, LLC on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **BCC ENGINEERING, LLC** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

BCC ENGINEERING, LLC

By: _____

Title: SENIOR VICE PRESIDENT

Date: 6/29/23

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Victor Herrera as Senior Vice President for BCC Engineering, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

Notary: _____
Print Name: Vanessa Aymerich
My Commission Expires: 5/24/2027.

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND BCC ENGINGEERING, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 16th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the **"CITY"** and **BCC ENGINEERING, LLC** whose address is 6401 SW 87 Av. Suite 200, Miami, Florida 33173, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **BCC ENGINEERING, LLC** is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s) consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN

ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit “B”. Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to

the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

BCC ENGINEERING, LLC
Jeff Messenger, P.E.
6401 SW 87 Av. Suite 200
Miami, Florida 33173

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the DESIGN ENGINEER shall indemnify and hold harmless the CITY from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses recoverable under applicable law, but only to the extent caused by the negligent acts or omissions of DESIGN ENGINEER, including but not limited to reasonable counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

DESIGN ENGINEER has no obligation to pay for any of the CITY'S costs prior to a final determination of liability or to pay any amount that exceeds the DESIGN ENGINEER'S finally determined percentage of liability based upon the comparative fault of the DESIGN ENGINEER, its employees, and its subconsultants.

PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF THE DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

The DESIGN ENGINEER and the CITY waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes or other matters in question arising out of or relating to this Agreement.

9.2 **INSURANCE**

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 **WORKERS' COMPENSATION**

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the

following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall be in conformance with commonly applicable design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or

requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement. Notwithstanding, in no event will DESIGN ENGINEER be responsible for damages due to delays beyond DESIGN ENGINEER'S reasonable control.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.l **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.l herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

BCC ENGINGEERING, ~~INC.~~ LLC

By: Anthony Jorges

Title: Director of Roaddway

Date: June 25, 2021

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2021, by ANTHONY JORGES, as DIRECTOR OF ROADWAYS of BCC ENGINEERING, ~~Inc.~~ LLC a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary:

Print Name: VANESSA ARANGO
My Commission Expires: 7/17/23

Vanessa Arango
Comm. # GG355985
Expires: July 17, 2023
Bonded Thru Aaron Notary

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE **CITY COMMISSION WORK ORDER/ADDENDUM**	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)
Requested By: _____ (signature)
Title/Position: _____
Approved By: _____ (signature)
PW Director: _____ (signature)
City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

CERTIFIED WAGE RATE FORM

Consultant Name: BCC Engineering, LLC

Continuing Contract for Consulting Engineering Services

RFQ 2021-003

Job Classification	Personnel	Current Hourly Rate	Loaded Rate
Project Principal	Boyd Jenkins	$ 86.99	$ 269.67
	Average Hourly Rate	**$ 86.99**	**$ 269.67**
Project Manager	Jeff Messenger	$ 101.92	$ 315.95
	Average Hourly Rate	**$ 101.92**	**$ 315.95**
Project Engineer	Roy Monk	$ 49.83	$ 154.47
	Joseph Rojas	$ 62.50	$ 193.75
	Julie Tom	$ 54.57	$ 169.17
	Lorin Brissett	$ 62.36	$ 193.32
	Revanth Katta	$ 37.50	$ 116.25
	Jairo Rodriguez	$ 64.22	$ 199.08
	Ravindra Dyal	$ 40.82	$ 126.54
	Erik Spillman	$ 77.39	$ 239.91
	Jerry Woods	$ 66.95	$ 207.55
	Martin Ryan	$ 72.16	$ 223.70
	Lourdes Rapp	$ 56.95	$ 176.55
	Average Hourly Rate	**$ 58.66**	**$ 181.84**
Engineer Intern	Phani Gubbala	$ 37.02	$ 114.76
	Average Hourly Rate	**$ 37.02**	**$ 114.76**
Senior Planner	SungRyong Han	$ 72.59	$ 225.03
	Average Hourly Rate	**$ 72.59**	**$ 225.03**
Planner	Danyu Shi	$ 38.00	$ 117.80
	Average Hourly Rate	**$ 38.00**	**$ 117.80**
Designer	Douglas Akinola	$ 30.96	$ 95.98
	Average Hourly Rate	**$ 30.96**	**$ 95.98**
Senior Utility Coordinator	Ricardo Duran	$ 49.88	$ 154.63
	Average Hourly Rate	**$ 49.88**	**$ 154.63**

5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

June 28, 2021

Subject: City of Kissimmee Continuing Contract for Consulting Engineering Services; RFQ2021-003

Environmental Science Associates (ESA) Fee Schedule (2021)

ESA Labor Classification	Billing Rate
Vice President	$285.00
Principal Scientist	$240.00
Managing Scientist	$220.00
Senior Scientist III	$190.00
Senior Scientist II	$170.00
Senior Scientist I	$140.00
Associate Scientist III	$120.00
Associate Scientist II	$105.00
Associate Scientist I	$80.00
Administrative	$105.00

FBT Rate Schedule
City of Kissimmee
RFQ2021-003

Name	Years	Rate/Hr.
Bassel Kassem, PE	24	$ 77.53
Juan Valenzuela, PE	20	$ 72.20

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

MAY 2021

Staff Classification	Hourly Billing Rate
Principal Engineer	$300.00
Chief Engineer	$300.00
Senior Engineer	$250.00
Project Engineer	$150.00
Senior Scientist	$200.00
Project Scientist	$150.00
Engineer Intern	$120.00
Scientist	$120.00
Construction Services Project Manager	$150.00
Student Intern	$ 80.00
Senior Engineering Technician	$110.00
Engineering Technician	$ 70.00
CADD/GIS Specialist	$150.00
Draftsman	$100.00
Contract Coordinator	$120.00
Secretary	$ 80.00

Geotechnical and Environmental Consultants, Inc.

2021 Geotechnical Field and Laboratory Testing Fee Schedule

Field Services

Item	Unit	Cost	Item	Unit	Cost
Truck Rig Mobilization	each	$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
Barge/Amphibious Mobilization - Ramp	each	12,000.00	Field Vane Shear Strength	each	500.00
Barge (without labor)	day	3,000.00	Hand Auger Boring with DCP	foot	25.00
Soil Survey/Coring/GPR Mobilization	each	400.00	Double Ring Infiltrometer	each	600.00
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		0 - 50	50 – 100	100 - 150	150 - 200	200 - 250	250 - 300
SPT Borings	foot	$17.00	$20.00	$30.00	$40.00	$55.00	$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	$50.00	Unconfined Compression – Soil	each	$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00

Geotechnical and Environmental Consultants, Inc.

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates

Item	Unit	Cost	Item	Unit	Cost
Direct Push/Truck Drill Rig Mobilization	each	$500.00	Well Completion (flush mount)	each	$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	$12.00	Organic Vapor Analyzer	day	$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	$50.00	GPS Unit	day	$100.00

Laboratory Services

RCRA 8 Metals (Water)	each	$125.00	RCRA 8 Metals (Soil)	each	$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

Geotechnical and Environmental Consultants, Inc.

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
Item	Unit	Cost
Fresh concrete, grout and mortar sampling testing	hour	$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

GEODATA CONSULTANTS, INC. SURVEYING & MAPPING
1349 S. International Parkway • Suite 2401
Lake Mary, Florida 32746
(407) 732-6965
Fax: (407) 878-0841

City of Kissimmee

Geodata Consultants, Inc.
Basis of Rate Calculations

	Loaded Burdened Billing Rate
SUR Chief Surveyor H. Paul deVivero, PLS Randy J. Holland, P.L.S.	**$167.11**
SUR Senior Surveyor Christopher Leftakis	**$191.79**
SUR Surveyor Sean Pearce	**$114.19**
SUR Survey/GIS/SUE Analyst 3 (Senior) Patrick McAnally Robert Smith	**$93.31**
SUR Secretary/Clerical Teri A. Beck	**$76.59**
SUR Party Chief Jason Washuta Paul Bowker William De La Garza Timothy Englert Jaret Auld	**$83.00**
SUR Survey Technician 3 Douglas Kumm Steven Wyland Jon Englert Jason Pratt Michael Mayfield	**$51.25**
SUR Survey Technician 2 Joshua Gonzalez Morgan De La Garza Sineca Griffin Brandon Auld	**$37.60**

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Lake Mary, Florida 32746
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Fax: (407) 878-0841

Geodata
Basis of Rate

Survey Crew Rates	Loaded Burdened Billing Rate
4 Man Survey Crew	
SUR Party Chief	
SUR Survey Technician 3	
SUR Survey Technician 3	
SUR Survey Technician 2	
	$223.10
3 Man Survey Crew	
SUR Party Chief	
SUR Survey Technician 3	
SUR Survey Technician 2	
	$171.85
2 Man Survey Crew	
SUR Party Chief	
SUR Survey Technician 3	
	$134.25

Miller Legg		
Description	**Staff**	**Rate**
Principal Landscape Architect	Michael Kroll, RLA	$ 245.00
Senior Landscape Architect	Brian Shore, RLA	$ 185.00
Project Landscape Architect	Miguel Juncal, RLA CA	$ 135.00
Senior Landscape Designer	Nelson Perez	$ 120.00
Landscape Designer	Michael Bradley	$ 100.00
Senior Biologist / Certified Arborist	William Mohler, CA	$ 150.00

ORGANIZATIONAL CHART

CITY OF KISSIMMEE 1883



PROJECT PRINCIPAL
Boyd Jenkins, PE (BCC)



PROJECT MANAGER
Jeff Messenger, PE (BCC)



QUALITY ASSURANCE
Joseph Rojas, PE (BCC)



DEPUTY PROJECT MANAGER
Roy Monk, PE (BCC)

ROADWAY DESIGN/ PEDESTRIAN AND BICYCLE PATHS
Roy Monk, PE (BCC)
Julie Tom, PE (BCC)
Phani Gubbala, PE (BCC)

TRAFFIC ENGINEERING STUDIES AND PERMITTING
Lorin Brissett, PE (BCC)
Revanth Katta, PE, PTOE (BCC)

TRANSPORTATION MODELING AND ANALYSIS
Sung-Ryong-Han (BCC)
Danyu Shi, ACIP (BCC)

DRAINAGE/ STORMWATER MODELING
Jairo Rodriquez, PE (BCC)
Ravindra Dyal, PE (BCC)

SIGNALIZATION/ITS
Erik Spillmann, PE (BCC)
Jerry Woods, PE (BCC)

ENVIRONMENTAL PERMITTING
Craig S. Stout, PWS (ESA)
Julie Sullivan (ESA)

CONSTRUCTION ENGINEERING AND INSPECTION
Martin Ryan, PE (BCC)

LIGHTING
Erik Spillmann, PE (BCC)
Douglas Akinola (BCC)

MISCELLANEOUS STRUCTURES
Lourdes Rapp, PE (BCC)
Juan Valenzuela, PE (FBT)

UTILITIES
Ricardo Duran (BCC)

Support Services

SURVEYING AND MAPPING
Christopher Leftakis, PSM (GEO)
Richard D. Brown, PSM (JSI)

GEOTECHNICAL AND CONTAMINATION
Craig G. Ballock, PE (GEC)
Richard McCormick, PG (GEC)

LANDSCAPE ARCHITECTURE
Brian Shore, RLA (MLA)
Douglas Dierlich, RLA (MLA)

TEAM

BCC	BCC Engineering, LLC
ESA	Environmental Sience Associates
FBT	Florida Bridge & Transportation, Inc.
GEC	Geotechnical and Environmental Consultants, Inc.
JSI	Johnston's Surveying, Inc.
GEO	Geodata Consultants, Inc.
MLA	Miller Legg & Associates, Inc.

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND BURGESS & NIPLE, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **BURGESS & NIPLE, INC.,** located at 1800 Pembrook Drive, Suite 265, Orlando, FL 32810, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Burgess & Niple, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **BURGESS & NIPLE, INC.** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

BURGESS & NIPLE, INC.

By:_____

Title: Scott D. Perfater, PE, Executive Vice President

Date: June 29, 2023

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☐ physical presence or ☒ online notarization by Scott D. Perfater as Exec. Vice President for Burgess & Niple, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal

Rhonda G Fomby
Notary Public, State of Florida
Commission No. HH 281577
My Commission Expires: 06/28/26

Notary: _____
Print Name: Rhonda G. Fomby
My Commission Expires: June 28, 2026

CITY OF KISSIMMEE

By:_____
Olga Gonzalez, Mayor-Commissioner

Date:_____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit "1"

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND BURGESS & NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **BURGESS & NIPLE, INC.** whose address is 1800 Pembrook Drive, Suite 265, Orlando, Florida 32810, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **BURGESS & NIPLE, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

BURGESS & NIPLE, INC.
1800 Pembrook Drive, Suite 265
Orlando, Florida 32810

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the

DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or

material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 **WORKERS' COMPENSATION**

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate

termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that

performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

BURGESS & NIPLE, INC.

By: _____
Scott D. Perfater, PE

Title: Executive Vice President

Date: May 19, 2021

STATE OF ~~FLORIDA~~ OHIO)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 19th day of May, 2021, by Scott D. Perfater, as Executive Vice President of Burgess & Niple, Inc. ~~a Florida~~ an Ohio corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: Karen B Anderson

Print Name: Karen B. Anderson
My Commission Expires: May 4, 2023

KAREN B ANDERSON
Notary Public
State of Ohio
My Comm. Expires
May 4, 2023

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE **CITY COMMISSION WORK ORDER/ADDENDUM**	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Title/Position: _____

PW Director: _____ (signature)

Approved as to Form and Legality: _____ (signature)

Requested By: _____ (signature)

Approved By: _____ (signature)

City Commission Approval Date: _____

EXHIBIT C
HOURLY RATE SCHEDULE

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

BURGESS & NIPLE, INC.

MAY 2021

Staff Classification	Hourly Billing Rate
Principal	$328.54
Chief Engineer	$273.24
Project Manager	$185.49
Senior Roadway Engineer	$237.38
Senior Drainage Engineer	$260.50
Senior Bridge Engineer	$272.16
Senior Traffic Engineer	$250.34
Roadway Engineer	$152.93
Drainage Engineer	$176.04
Bridge Engineer	$240.84
Traffic Engineer	$169.13
Engineer Intern	$130.57
Chief Designer	$240.08
Senior Designer	$185.54
Administrative/Secretary	$107.68

ECHO
UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
888.778.ECHO
www.echoues.com
Grow, Inspire, Make a Difference

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	$190.31
Senior Surveyor	$177.52
Project Surveyor	$123.94
Utility Coordinator	$118.62
CADD Technician	$89.06
Secretary/Clerical	$84.36
2 Person SUE Crew	$195.32
3 Person SUE Crew	$237.22
2 Person Survey Crew	$153.71
3 Person Survey Crew	$189.02
4 Person Survey Crew	$231.79

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

MAY 2021

Staff Classification	Hourly Billing Rate
Principal Engineer	$300.00
Chief Engineer	$300.00
Senior Engineer	$250.00
Project Engineer	$150.00
Senior Scientist	$200.00
Project Scientist	$150.00
Engineer Intern	$120.00
Scientist	$120.00
Construction Services Project Manager	$150.00
Student Intern	$ 80.00
Senior Engineering Technician	$110.00
Engineering Technician	$ 70.00
CADD/GIS Specialist	$150.00
Draftsman	$100.00
Contract Coordinator	$120.00
Secretary	$ 80.00

Geotechnical and Environmental Consultants, Inc.

2021 Geotechnical Field and Laboratory Testing Fee Schedule

Field Services

Item	Unit	Cost	Item	Unit	Cost
Truck Rig Mobilization	each	$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
Barge/Amphibious Mobilization - Ramp	each	12,000.00	Field Vane Shear Strength	each	500.00
Barge (without labor)	day	3,000.00	Hand Auger Boring with DCP	foot	25.00
Soil Survey/Coring/GPR Mobilization	each	400.00	Double Ring Infiltrometer	each	600.00
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		0 - 50	50 – 100	100 - 150	150 - 200	200 - 250	250 - 300
SPT Borings	foot	$17.00	$20.00	$30.00	$40.00	$55.00	$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	$50.00	Unconfined Compression – Soil	each	$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00

12/14/20

Geotechnical and Environmental Consultants, Inc.

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates

Item	Unit	Cost	Item	Unit	Cost
Direct Push/Truck Drill Rig Mobilization	each	$500.00	Well Completion (flush mount)	each	$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	$12.00	Organic Vapor Analyzer	day	$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	$50.00	GPS Unit	day	$100.00

Laboratory Services

RCRA 8 Metals (Water)	each	$125.00	RCRA 8 Metals (Soil)	each	$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

Geotechnical and Environmental Consultants, Inc.

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
Item	Unit	Cost
Fresh concrete, grout and mortar sampling testing	hour	$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

JOHNSTON'S SURVEYING, INC.

MAY 2021

Staff Classification	Hourly Billing Rate
Principal Surveyor (PSM)	$180
CADD Surveyor (PSM)	$150
CADD Surveyor	$130
Field Crew (3-man)	$200
Field Crew (2-man)	$160
Field Crew (1-man w/truck-PSM)	$130
Field Crew (1-man – GPS)	$110
Secretarial Services	$60

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

PSA Constructors, Inc. dba PSA Management, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
Senior Inspector	$182
Project Manager	$210
Engineering Support Management	$302.40

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
PROJECT STAFFING CHART

Team Member Key

- Burgess & Niple, Inc.
- Geotechnical & Environmental Consultants, Inc.
- Echo UES, Inc.
- Johnston's Surveying, Inc.
- PSA Management, Inc.

CITY OF KISSIMMEE 1883

QA/QC MANAGER
- **John Kilgore, PE (31)**

PROJECT MANAGER
- **Ryan Williamson, PE (9)**

PRINCIPAL IN CHARGE
- **Scott Perfater, PE (25)**

ROADWAY DESIGN
- **John Dee, PE (24)**
- Brian Toombs, PE (22)
- Steve Bronzell, PE (12)
- Ryan Williamson, PE (9)
- Brooke Foster, PE (6)

DRAINAGE DESIGN & ENVIRONMENTAL PERMITTING
- **Julia Serynek, PE (15)**
- Charles Curtis, PE (10)
- Joyce Goulas, EI (8)
- Rick Aguiar (37)
- Ryan Horstman (17)

STRUCTURAL DESIGN & INSPECTION
- **Drew Appler, PE (12)**
- Travis Butz, PE (24)
- Craig Snivley, PE (37)
- Roger Aker, CBI (27)

TRAFFIC/SIGNALIZATION/ LIGHTING/ITS
- **Janey Walls, PE, RSP$_1$ (12)**
- Danny Hendrickson, PE (12)
- Karddy Rodriguez, EI (17)
- Caitlin Smith, EI (3)

GEOTECHNICAL
- Craig G. Ballock, PE (17)
- Richard P. McCormick, PG (29)

SURVEY, SUE & UTILITY COODINATION
- Mark Efird, PSM (40)
- Mike Patterson, PSM (20)
- Carlo Pilia (17)
- Eric Cain, PSM (16)
- Trish Miller (18)
- Christina Byram (7)

SURVEYING & MAPPING
- W. Turner Wallis, IV, PSM (45)
- Richard D. Brown, PSM (34)

CONSTRUCTION SUPPORT & INSPECTION
- Mohamed Elway, PE, PH.D, PMP (35)
- Fritz Girault (22)
- Hochimins Perez (20)

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND CONSOR ENGINEER, LLC FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **CONSOR ENGINEER, LLC,** located at 1511 East State Road 434, Suite 1001, Winter Spring, FL 32708, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and CONSOR Engineer, LLC on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **CONSOR ENGINEER, LLC** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

CONSOR ENGINEER, LLC

By: _____

Title: EVP, East Region

Date: 6/29/23

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by David Bowden, EVP East for Consor Engineer, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

KRYSTA L. REED
MY COMMISSION # GG 953270
EXPIRES: February 27, 2024
Bonded Thru Notary Public Underw.

Notary: _____
Print Name: Krysta L. Reed
My Commission Expires: 2/27/24

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit "1"

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND CONSOR ENGINEERS, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **CONSOR ENGINEERS, LLC** whose address is 1511 East State Road 434, Suite 1001, Winter Springs, FL 32708, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that CONSOR ENGINEERS, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

CONSOR ENGINEERS, LLC
1511 East State Road 434, Suite 1001
Winter Springs, FL 32708

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the

DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or

material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 **WORKERS' COMPENSATION**

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate

termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that

performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

CONSOR ENGINEERS, LLC

By: _____

Title: Executive Vice President

Date: June 3, 2021

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 3rd day of June, 2021, by Frank Hickey, as Exec. Vice President of Consor Engineers LLC, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: _____

Rebecca Sue Pender
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200209
Expires 4/22/2022

Print Name: Rebecca Sue Pender
My Commission Expires: 4/22/22

CITY OF KISSIMMEE

Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Attest

Linda S. Hansell

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Title/Position: _____

PW Director: _____ (signature)

Approved as to Form and Legality: _____ (signature)

Requested By: _____ (signature)

Approved By: _____ (signature)

City Commission Approval Date: _____

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

CONSOR

2021 Rate Sheet

Job Classification	Burdened Rate
Chief Engineer	$ 304.50
Project Manager	$ 238.64
Senior Engineer	$ 210.60
Project Engineer	$ 163.25
Engineer	$ 142.08
Engineer Intern	$ 112.02
Designer/CADD	$ 86.63

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **KIMLEY-HORN AND ASSOCIATES, INC.,** located at 421 Fayatteville St., Suite 600, Raleigh, North Carolina 27601, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Kimley-Horn And Associates, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **KIMLEY-HORN AND ASSOCIATES, INC.** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: Vice President

Date: 6/28/2023

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Hao Chau as Vice President for Kimley-Horn and Associates, Inc., a ~~Florida~~ North Carolina corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Charlene Kunold
My Commission
HH 190797
Exp. 2/19/2026

Notary: Charlene Kunold
Print Name: Charlene Kunold
My Commission Expires: 2/19/2026

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit "1"

AGREEMENT BETWEEN CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is 421 Fayetteville St. Suite 600, Raleigh, North Carolina 27601, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **KIMLEY-HORN AND ASSOCIATES, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit “B”. Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

KIMLEY-HORN AND ASSOCIATES, INC.
Nicole R. Heck, P.E., Project Manager
189 S. Orange Avenue, Suite 1000
Orlando, FL 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the

DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the DESIGN ENGINEER shall indemnify and hold harmless the CITY from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers'

Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The DESIGN ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to DESIGN ENGINEER’s services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the DESIGN ENGINEER's performance of services, and it is agreed that the DESIGN ENGINEER is not a fiduciary with respect to the CITY.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any

act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 The DESIGN ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.l **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.l herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO FS 558.0035, EMPLOYEES OF DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page to follow)

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Lindsey A. Tercilla, Esq. Nicole Hecht

Title: In-House Counsel Project Manager

Date: 06/22/2021 06/22/2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by_____, as _____ of_____, Inc. a Florida corporation, who is personally known to me or has produced identification.
Notary Seal:
Notary:_____
Print Name:_____
My Commission Expires:_____

CITY OF KISSIMMEE

Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell

Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez-Fuentes

City Attorney

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: L Tercilla, Esq Nicole Heck

Title: In-House Counsel Project Manager

Date: 7/9/21 07/09/21

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of + physical presence this 9 day of July, 2021, by Lindsey Tercilla as In-House Counsel of Kimley-Horn and Associates, Inc. a ~~Florida~~ North Carolina corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: Lori D'Amico

Print Name: Lori D'Amico
My Commission Expires: March 16, 2024

LORI D'AMICO
MY COMMISSION # GG 957251
EXPIRES: March 16, 2024
Bonded Thru Notary Public Underwriters

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE **CITY COMMISSION WORK ORDER/ADDENDUM**	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Requested By: _____ (signature)

Title/Position: _____

Approved By: _____ (signature)

PW Director: _____ (signature)

City Commission Approval Date: _____

Approved as to Form and Legality: _____ (signature)

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	*Rate*
Principal-in-Charge	$280.00
Senior Engineer	$255.00
Senior Planner	$225.00
Chief Landscape Architect	$240.00
Senior Landscape Architect	$165.00
Professional	$160.00
Analyst	$125.00
Senior CADD Operator	$145.00
Secretary/Clerical	$90.00

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND METRO CONSULTING GROUP, LLC FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **METRO CONSULTING GROUP, LLC,** located at 341 North Maitland Avenue, Suite 220, Maitland, FL 32751, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Metro Consulting Group, LLC on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **METRO CONSULTING GROUP, LLC** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

METRO CONSULTING GROUP, LLC

By: Joseph D. Darbonne Joseph D Darbonne

Title: Managing Member

Date: 6.30.2023

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 30th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Joseph D Darbonne as managing Member for Metro Consultig Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

HUNG D. NGUYEN
MY COMMISSION # HH 291620
EXPIRES: July 24, 2026

Notary: H Nguyen

Print Name: Hung Nguyen

My Commission Expires: July 24, 2026

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit "1"

AGREEMENT BETWEEN CITY OF KISSIMMEE AND METRO CONSULTING GROUP, LLC FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **METRO CONSULTING GROUP, LLC** whose address is 341 North Maitland Avenue, Suite 220, Maitland, FL 32751, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that METRO CONSULTING GROUP, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for

professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

METRO CONSULTING GROUP, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated

Representative may send a certified letter to the DESIGN ENGINEER requesting that the DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the

performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the

CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 **WORKERS' COMPENSATION**

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the

DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in

writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

METRO CONSULTING GROUP, LLC

By: Joseph D Darbonne

Title: Managing Member

Date: 5/18/2021

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 18 day of May, 2021, by Joseph Darbonne, as Managing Member of Metro Consulting Group, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: Andy OHarrow

Print Name: Andy OHarrow
My Commission Expires: July 16, 2023

ANDY OHARROW
MY COMMISSION # GG 345568
EXPIRES: July 16, 2023

CITY OF KISSIMMEE

Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell

Linda Hansell, City Clerk

Approved as to form and legality

Olga Gonzalez as Interim

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Title/Position: _____

PW Director: _____ (signature)

Approved as to Form and Legality: _____ (signature)

Requested By: _____ (signature)

Approved By: _____ (signature)

City Commission Approval Date: _____

EXHIBIT C
HOURLY RATE SCHEDULE

METRO
CONSULTING GROUP, LLC

Contract Bill Rates for the METRO Team

AWK
Brindley Pieters
Drummond Carpenter
ECHO
METRO
Quigg
Singhofen
TMC
Wood

AWK CONSULTING ENGINEERS, INC.
City of Kissimmee RFQ2021-003
Fee Schedule

			Unit	Rate
FIELD EXPLORATION				
A.	Equipment Mobilization			
	1.	Truck Drill Rig	each	$ 600.00
	2.	Mudbug Drill Rig	each	$ 700.00
	3.	Track Drill Rig	each	$ 4,500.00
	4.	Barge/Amphibious Drill Rig	each	$ 13,000.00
	5.	Tri-Pod Mobilization	each	$ 2,500.00
	6.	Remobilization - Truck/Mudbug	each	$ 150.00
	7.	Remobilization - Barge/Track	each	$ 1,500.00
	8.	Support Truck	day	$ 155.00
	9.	Support Boat	day	$ 200.00
	10.	Soil Survey/Coring Crew and Equipment	each	$ 400.00
	11.	Chainsaw	day	$ 75.00
B.	SPT Borings			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	$ 17.00
		ii. 50 - 100 feet	LF	$ 20.00
		iii. 100 - 150 feet	LF	$ 30.00
		iv. 150 - 200 feet	LF	$ 40.00
		v. 200 - 250 feet	LF	$ 55.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	$ 25.50
		ii. 50 - 100 feet	LF	$ 30.00
		iii. 100 - 150 feet	LF	$ 45.00
		iv. 150 - 200 feet	LF	$ 60.00
		v. 200 - 250 feet	LF	$ 82.50
C.	Grouting			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	$ 6.00
		ii. 50 - 100 feet	LF	$ 8.00
		iii. 100 - 150 feet	LF	$ 10.00
		iv. 150 - 200 feet	LF	$ 13.00
		v. 200 - 250 feet	LF	$ 15.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	$ 9.00
		ii. 50 - 100 feet	LF	$ 12.00

		iii. 100 - 150 feet	LF	$	15.00
		iv. 150 - 200 feet	LF	$	19.50
		v. 200 - 250 feet	LF	$	22.50
D.	Casing - 3 inch				
	1.	Truck/Mudbug			
		i. 0 - 50 feet	LF	$	10.00
		ii. 50 - 100 feet	LF	$	13.00
		iii. 100 - 150 feet	LF	$	16.00
		iv. 150 - 200 feet	LF	$	21.00
		v. 200 - 250 feet	LF	$	22.00
	2.	Barge/Track/Amphibious			
		i. 0 - 50 feet	LF	$	15.00
		ii. 50 - 100 feet	LF	$	19.50
		iii. 100 - 150 feet	LF	$	24.00
		iv. 150 - 200 feet	LF	$	31.50
		v. 200 - 250 feet	LF	$	33.00
E.	Casing - 4 inch				
	1.	Truck/Mudbug			
		i. 0 - 50 feet	LF	$	12.00
		ii. 50 - 100 feet	LF	$	14.00
		iii. 100 - 150 feet	LF	$	18.00
		iv. 150 - 200 feet	LF	$	22.00
		v. 200 - 250 feet	LF	$	26.00
	2.	Barge/Track/Amphibious			
		i. 0 - 50 feet	LF	$	18.00
		ii. 50 - 100 feet	LF	$	21.00
		iii. 100 - 150 feet	LF	$	27.00
		iv. 150 - 200 feet	LF	$	33.00
		v. 200 - 250 feet	LF	$	39.00
F.	Temporary Piezometer				
	1.	Truck/Mudbug			
		i. 0 - 50 feet	LF	$	30.00
	2.	Barge/Track/Amphibious			
		i. 0 - 50 feet	LF	$	45.00
G.	Auger Borings (Hand, Truck)				
	1.	0 - 50 feet	LF	$	12.00
H.	Auger Borings (Mudbug)				
	1.	0 - 50 feet	LF	$	15.00
I.	Auger Borings (Track)				
	1.	0 - 50 feet	LF	$	18.00
J.	Field Permeability Test				
	1.	0 - 10 feet	each	$	400.00

	2.	10 - 25 feet	each	$	425.00
K.	Soil Survey/ Coring Crew				
	1.	Two Person Crew	hour	$	170.00
L.	2.	Three Person Crew	hour	$	225.00
M.	Drill Rig and Crew Time				
	1.	Truck/Mudbug			
		i. Two Person Crew	hour	$	225.00
		ii. Three Person Crew	hour	$	275.00
	2.	Barge/Track/Amphibious			
		i. Two Person Crew	hour	$	425.00
		ii. Three Person Crew	hour	$	450.00
N.	Drill Mud Contain/Disposal				
	1. Drill Mud Contain/Disposal - Truck/Mudbug		each	$	200.00
	2. Drill Mud Contain/Disposal - Barge/Track/Amphibious		each	$	400.00
O.	Shelby Tube/Thin-Walled Samples				
	1.	Truck/Mudbug			
		i. 0 - 50 feet	each	$	200.00
		ii. 50 - 100 feet	each	$	220.00
		iii. 100 - 150 feet	each	$	250.00
		iv. 150 - 200 feet	each	$	315.00
		v. 200 - 250 feet	each	$	375.00
	2.	Barge/Track/Amphibious			
		i. 0 - 50 feet	each	$	300.00
		ii. 50 - 100 feet	each	$	330.00
		iii. 100 - 150 feet	each	$	375.00
		iv. 150 - 200 feet	each	$	472.50
		v. 200 - 250 feet	each	$	560.00
P.	Reconnaissance/Utility Coordination				
	1.	Project Engineer	hour	$	150.00
	2.	Senior Engineering Technician	hour	$	100.00
Q.	Extra Split Spoon Samples				
	1.	Truck/Mudbug			
		i. 0 - 50 feet	each	$	45.00
		ii. 50 - 100 feet	each	$	55.00
		iii. 100 - 150 feet	each	$	80.00
		iv. 150 - 200 feet	each	$	100.00
		v. 200 - 250 feet	each	$	120.00
	2.	Barge/Track/Amphibious			
		i. 0 - 50 feet	each	$	67.50
		ii. 50 - 100 feet	each	$	82.50
		iii. 100 - 150 feet	each	$	120.00
		iv. 150 - 200 feet	each	$	150.00
		v. 200 - 250 feet	each	$	180.00

R.	Double Ring Infiltrometer (DRI)		each	$	600.00
S.	Field Vane Shear Test		each	$	475.00
T.	Pavement Cores (No MOT)		each	$	200.00
U.	Pavement Cores (w/ MOT)		each	$	350.00
V.	Pavement Cores (Night w/ MOT)		each	$	400.00
W.	Additional Core Barrels		each	$	600.00
X.	Maintenance of Traffic (MOT)				
	1.	Signs & Cones	day	$	125.00
	2.	Barricades	day	$	150.00
	3.	Attenuator Truck	day	$	2,500.00
	4.	Flashing Arrow Board	day	$	150.00
	5.	MOT Officer and Vehicle	hr	$	75.00
	6.	Light Tower	night	$	300.00
LABORATORY TESTING					
A.	Visual Examination Stratify				
	1.	Senior Engineering Technician	hour	$	100.00
	2.	Project Engineer	hour	$	150.00
B.	Natural Moisture		each	$	25.00
C.	Grain Size Analysis				
	1.	Full Gradation	each	$	75.00
	2.	Single Sieve	each	$	50.00
D.	Hydrometer		each	$	140.00
E.	Organic Content		each	$	55.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)		each	$	115.00
G.	Unit Weight		each	$	75.00
H.	Consolidation (12 Loads)		each	$	600.00
I.	Permeability				
	1.	Granular	each	$	350.00
	2.	Cohesive	each	$	400.00
J.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)		each	$	240.00
K.	Triaxial Compression - Shear Strength				
	1.	U.U. One cell pressure (Q)	point	$	500.00
	2.	C.U. One cell pressure (R)	point	$	550.00
	3.	C.D. One cell pressure (S)	point	$	650.00
L.	Unconfined Compression				
	1.	Soil	Each	$	225.00
	2.	Rock	Each	$	150.00
M.	Specific Gravity		Each	$	85.00
N.	Direct Shear		Each	$	300.00
O.	Shrinkage Factor		Each	$	70.00
P.	Swell Potential		Each	$	100.00

Q.	Splitting Tensile - Rock	Each	$	175.00
R.	Min./Max. Density	Each	$	110.00
S.	Limerock Bearing Ratio	Each	$	400.00
T.	Proctor (Standard or Modified)	Each	$	165.00
PROFESSIONAL SERVICES				
A.	Senior Engineer	Hour	$	225.00
B.	Project Engineer/Project Manager	Hour	$	150.00
C.	Engineer Intern	Hour	$	120.00
D.	Senior Engineering Technician	Hour	$	100.00
E.	Engineering Technician	Hour	$	70.00
F.	CADD/GIS Designer	Hour	$	145.00
G.	Clerical	Hour	$	80.00

Brindley Pieters & Associates, Inc.

Suite 180
2600 Maitland Center Parkway
Maitland, Florida 32751
407.830.8700 407.830.8877 Fax
www.bpa-engineers.com

May 21, 2021

Project
#RFQ2021-003 Continuing Contract for Consulting Engineering Services
City of Kissimmee

Staff	Classification	Loaded Hourly Rate
Randy Augat	Utilities Engineer/Designer	$181.86
Patricia Dickerson	Senior Utility Coordinator	$142.29
Justin Sorg	Utility Coordinator	$91.19
Merissa Erickson	Utility Coordinator	$71.34

DRUMMOND CARPENTER

RFQ 2021-003 Continuing Contract for Consulting Engineering Services

Drummond Carpenter, PLLC

Billable Rates and Multiplier

Position Category/Grade	Billable Rate
Engineer/Scientist (VII)/(VIII)	$204.88
Engineer/Scientist (VI)	$184.40
Engineer/Scientist (V)	$155.95
Engineer/Scientist (IV)	$116.18
Engineer/Scientist (III)	$76.40
Engineer/Scientist (I)/(II)	$69.15
Field Technician	$66.13
Senior Designer	$110.21
Clerical	$65.11
Senior Graphics/Renderings	$63.37

Chad Drummond, President
Name of Company Officer, Title

5/19/2021
Date

ECHO
UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
888.778.ECHO
www.echoues.com
Grow, Inspire, Make a Difference

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	$190.31
Senior Surveyor	$177.52
Project Surveyor	$123.94
Utility Coordinator	$118.62
CADD Technician	$89.06
Secretary/Clerical	$84.36
2 Person SUE Crew	$195.32
3 Person SUE Crew	$237.22
2 Person Survey Crew	$153.71
3 Person Survey Crew	$189.02
4 Person Survey Crew	$231.79

METRO
CONSULTING GROUP, LLC

METRO RATES 2021

Staff	Role	Registration	Years	Bill Rate / Hour (2021)
Dwayne Darbonne, PE	Principal / Project Manager	PE	40	$ 195.00
Bill Eggers, CWB, PWS	Environmental Scientist	CWS / PWS	25	$ 135.00
Kim Elmer, PE	Sr. Project Engineer	PE	40	$ 160.00
Anna Galbraith, EI	Project Engineer	EI	3	$ 110.00
Jennifer Rosenberg, AICP	Transporation Planner	AICP	10	$ 115.00
Heather Turner	Administration		10	$ 50.00
Karina Veaudry, RLA	Landscape Architect	RLA	30	$ 185.00

The rates in the table represent our bill rates, which are comprised of base salary, overhead and margin. We also have an audited expense percentage of 6.60% for reimbursable direct expenses.

Sincerely,

Joseph D. Darbonne

Joseph D. Darbonne, PE
Managing Principal

xc: Contract File

METRO CONSULTING GROUP, LLC
341 North Maitland Avenue, Suite 220 | Maitland, FL 32751
(407) 766 - 3003
dwayne.darbonne@metrocgllc.com

QUIGG ENGINEERING INC

6150 S. Florida Ave., Ste. 200 • Lakeland, FL 33813
Phone: 863-422-5517 ▪ Fax: 863-422-7299
URL: www.quiggengineering.com

May 21, 2021

LOADED SALARY RATES FOR QUIGG ENGINEERING STAFF
CITY OF KISSIMMEE CONTINUING SERVICES CONTRACT

Employee	Title/Role	Loaded Hourly Rate
David Booher, PE	Project Manager, Structural	$224.00
Surendra Gandhi, PE	Utility Engineer/Civil Engineer	$137.00
David Holden	Senior Engineering Technician	$130.00
Elaina Hilyard	Engineering Technician	$62.00
Jason Stringer	Senior Engineering Technician	$118.00
Jessica Barrow, EIT	Engineering Technician	$84.00
Adam Bailey	Administrative Assistant	$45.00

David Booher, PE
Project Manager

Singhofen & Associaters, Inc.
Hourly Billing Rates
5/21/2021

Labor Category	Hourly Billing Rate
Registered Engineer IV	$242.00
Professional Engineer III	$229.00
Professional Engineer II	$170.00
Professional Engineer I	$136.00
Engineer / Scientist IV	$145.00
Engineer / Scientist III	$134.00
Engineer / Scientist II	$127.00
Engineer / Scientist I	$108.00
CADD / GIS Analyst IV	$140.00
CADD / GIS Analyst III	$134.00
CADD / GIS Analyst II	$111.00
CADD / GIS Analyst I	$84.00
Engineering Technician IV	$93.00
Engineering Technician III	$84.00
Engineering Technician II	$81.00
Engineering Technician I	$75.00
Administrative Assistant III	$129.00
Administrative Assistant II	$88.00
Administrative Assistant I	$68.00

TMC
Traffic & Mobility Consultants

CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC

Fee Proposal

As requested, below is our information reflecting our overhead multipliers and personnel hourly rates. These rates as submitted will be used on this contract.

Direct Labor Rate	100.00%
Fringe + General Overhead Rate	170.16%
Subtotal	**270.16%**
Profit Margin (15%)	0.4052
Total Multiplier Rate	310.68%
Total Multiplier Rate	**3.10**

Individual Classification for Personnel Hourly Wage Rates

Classification	Raw Hourly Rate	Multiplier	Billable Hourly Rate
Principal-in-Charge	72.12	3.10	223.56
Senior Traffic Engineer	61.30	3.10	190.02
Model Lead	38.46	3.10	119.23
Engineer	36.06	3.10	111.78
Designer / Analyst	28.85	3.10	89.42
Technician / CADD	23.69	3.10	73.45
Administrative / Clerical	23.40	3.10	72.54

"Under the penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes."

Corrina R. Greico, Chief Financial Officer

May 20, 2021
Date

TMC
Traffic & Mobility Consultants

CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC

Direct Reimbursable Expenses

Reproduction:

B&W	8.5 X 11	$0.05 / page
	11 X 17	$0.10 / page
Color	8.5 X 11	$0.11 / page
	11 X 17	$0.22 / page

Bluelines/Blacklines	Actual Cost
Courier Services	Actual Cost
Overnight Delivery	Actual Cost
Postage	Actual Cost
Permits	Actual Cost

TMC
Traffic & Mobility Consultants

CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC

Scope of Services

Traffic & Mobility Consultants LLC shall provide professional services related to Traffic Engineering Studies, Modeling and QA/QC on a task work order basis as needed in support of this contract.

Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, Florida 32701
USA
T: 407.522.7570

City of Kissimmee RFQ2021-003
Continuing Contract for Consulting Engineering Services

Surveying and Mapping Services Hourly Rate Schedule

Labor Category	Billable Rate
Principal Surveyor	$ 187.27
Surveyor and Mapper	$ 144.48
Survey Technician(office)	$ 92.11
Survey Technician I (field)	$ 49.41
Survey Technician II (field)	$ 59.06
Survey Technician III (field)	$ 89.80
2-person crew	$ 148.86
3-person crew	$ 198.27
4-person crew	$ 247.68
Administrative Support	$ 62.32

Subsurface Utility Location Services	
1-person designation crew	$ 93.72
2- person designation crew	$ 155.34
3-person designation crew	$ 199.80
2-person VVH crew	$ 180.41
3-person VVH crew	$ 224.86

Unit Rate and Costs Schedule

Description	Daily Rate
Hydrographic Survey Vessel	$450
Hydrographic Drone	$150
Aerial Survey Drone	$120
Terrestrial Laser Scanner	$1,100
Geodetic Leveling System	$150
Mobile LiDAR Scanner	$3,000
Materials / Supplies	cost + 5%
MOT	cost + 5%
Permits	cost + 10%
Printing/reproduction	cost

Certification

I, Charles B. Gardiner, Principal Surveyor of Wood Environment and Infrastructure Solutions, Inc., certify that the hourly rates shown hereon are based on actual direct salary costs of the Wood Environment and Infrastructure Solutions, Inc. survey department employees and that the salary multiplier rate utilized to calculate the hourly rates is less than 3.00.

Charles B. Gardiner, PSM
Principal Surveyor

'Wood' is a trading name for John Wood Group PLC and its subsidiaries

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

To: Mr. Dwayne Darbonne, PE
Managing Principal
METRO Consulting Group, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

May 25, 2021

RE: RFQ2021-003 Continuing Contract for Consulting Engineering Services,
City of Kissimmee

Dear Mr. Darbonne,

Please see below the loaded rates and classification of staff for the subject project.

PERSONNEL CLASSIFICATION	Name	Rate (Hourly)
Secretary/Clerical	Julie Decker	$ 85.72
Engineering Technician	Suma Kesavareddy	$ 109.73
Designer	Brenda Taylor	$ 113.16
Senior Designer	Doug Buchanan	$ 144.02
Chief Engineer 2	Ramesh Reddolu, PE	$ 226.31
Project Manager 1	Nathan Kautz, PE	$ 248.60
Principal Engineer	Dilip Mundkur, PE, PTOE	$ 274.32

Please let me know if you need anything else.

Sincerely,
Dilip Mundkur, PE, PTOE
Principal Engineer

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND MICHAEL BAKER INTERNATIONAL, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **MICHAEL BAKER INTERNATIONAL, INC.,** located at 200 South Orange Avenue, Suite 1050, Orlando, FL 32801, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Michael Baker International, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **MICHAEL BAKER INTERNATIONAL, INC.** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____ Paul Snead

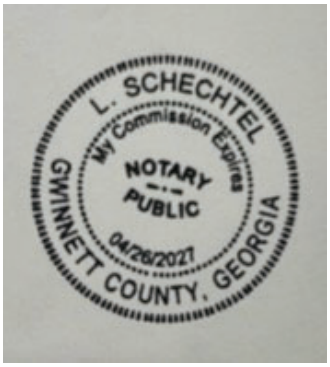
Title: AVP, Orlando Office Mgr

Date: 6/30/2023

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 30 day of June, 2023, by means of ☐ physical presence or ☑ online notarization by Laura Schechtel as Administrative Assistant for Michael Baker International, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: _____
Print Name: Laura Schechtel
My Commission Expires: 04/26/2027

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

AGREEMENT BETWEEN CITY OF KISSIMMEE AND MICHAEL BAKER INTERNATIONAL, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **MICHAEL BAKER INTERNATIONAL, INC.** whose address is 200 South Orange Avenue, Suite 1050, Orlando, Florida 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **MICHAEL BAKER INTERNATIONAL, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for

professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

MICHAEL BAKER INTERNATIONAL, INC.
200 South Orange Avenue, Suite 1050
Orlando, Florida 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated

Representative may send a certified letter to the DESIGN ENGINEER requesting that the DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the

performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the DESIGN ENGINEER shall indemnify and hold harmless the CITY from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the DESIGN ENGINEER in the performance of the contract.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will

provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 **WORKERS' COMPENSATION**

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for professional negligence claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data

supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the

DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Notwithstanding the foregoing, the only standard of care applicable to Design Engineer's Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS
This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE
Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**
Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**
Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**
It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
PAUL QUENTIN SNEAD

Title: OFFICE MGR. ASS. VP

Date: 6/16/2021

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 16 day of June, 2021, by Paul Quentin Snead as Ass. VP of Michael Baker Int'l, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary: _____

Print Name: Pamela Wolfgramm
My Commission Expires: 03-31-2025

Notary Public State of Florida
Pamela Wolfgramm
My Commission HH 112252
Expires 03/31/2025

CITY OF KISSIMMEE

_____
Olga Gonzalez, Mayor-Commissioner

KISSIMMEE

Attest:

_____
Linda Hansell, City Clerk

Approved as to form and legality

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Requested By: _____ (signature)

Title/Position: _____

Approved By: _____ (signature)

PW Director: _____ (signature)

City Commission Approval Date: _____

Approved as to Form and Legality: _____ (signature)

EXHIBIT C
HOURLY RATE SCHEDULE

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

Consultant	Discipline	Description	Unit	Loaded Rate
Michael Baker International, Inc.	Design	Principal	HR	$287.00
		Project Manager	HR	$171.18
		Chief Engineer	HR	$268.40
		Senior Engineer	HR	$224.09
		Project Engineer	HR	$147.59
		Engineer Intern	HR	$98.39
		Designer	HR	$123.57
		Intern	HR	$57.00
		Senior Environmental Scientist	HR	$233.73
		Environmental Scientist	HR	$148.47
		Administrative Assistant	HR	$77.72
Johnston's Surveying, Inc.	Survey	Principal Surveyor (PSM)	HR	$180.00
		CADD Surveyor (PSM)	HR	$150.00
		CADD Surveyor	HR	$130.00
		Field Crew (3-man)	HR	$200.00
		Field Crew (2-man)	HR	$160.00
		Field Crew (1-man w/truck-PSM)	HR	$130.00
		Field Crew (1-man - GPS	HR	$110.00
		Secretarial Services	HR	$60.00
ECHO UES, Inc.	SUE / Survey	SUE Project Manager	HR	$190.31
		Senior Surveyor	HR	$177.52
		Project Surveyor	HR	$123.94
		Utility Coordinator	HR	$118.62
		CADD Technician	HR	$89.06
		Secretary/Clerical	HR	$84.36
		2 Person SUE Crew	HR	$195.32
		3 Person SUE Crew	HR	$237.22
		2 Person Survey Crew	HR	$153.71
		3 Peron Survey Crew	HR	$189.02
		4 Person Survey Crew	HR	$231.79

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

Consultant	Discipline	Description	Unit	Loaded Rate
McKim & Creed	SUE / Survey	Survey Regional Manager	HR	$175.00
		Senior Surveyor / Project Manager	HR	$145.00
		Project Surveyor	HR	$135.00
		Senior Survey CAD Technicial	HR	$105.00
		Survey CAD Technician	HR	$90.00
		1 Person Survey Crew	HR	$125.00
		2 Person Survey Crew	HR	$160.00
		3 Person Survey Crew	HR	$190.00
		LiDAR Tech II	HR	$100.00
		LiDAR Tech III	HR	$125.00
		Mobile LiDAR Survey Vehicle	DAY	$2,500.00
		Utility Eng Manager	HR	$180.00
		Utility Eng Senior PM	HR	$150.00
		Utility Eng Technician	HR	$75.00
		Utility Eng Specialist	HR	$110.00
		Utility Eng Analyst	HR	$90.00
		Utility Eng Designate Crew (2 Person)	HR	$165.00
		Utility Eng Designate Crew (3 Person)	HR	$210.00
		Utility Eng Vacuum Excavation Crew (2 Person)	HR	$200.00
		Utility Eng Vacuum Excavation Crew (3 Person)	HR	$250.00
		Core Rig Crew (1 Person)	HR	$125.00
GEC, Inc.	*Geotechnical / Contamination*	Principal Engineer	HR	$300.00
		Chief Engineer	HR	$300.00
		Senior Engineer	HR	$250.00
		Project Engineer	HR	$150.00
		Senior Scientist	HR	$200.00
		Project Scientist	HR	$150.00
		Engineer Intern	HR	$120.00
		Scientist	HR	$120.00
		Construction Services Project Manager	HR	$150.00
		Student Intern	HR	$80.00
		Senior Engineering Technician	HR	$110.00
		Engineering Technician	HR	$70.00
		CADD/GIS Specialist	HR	$150.00
		Draftsman	HR	$100.00
		Contract Coordinator	HR	$120.00
		Secretary	HR	$80.00

Geotechnical and Environmental Consultants, Inc.

2021 Geotechnical Field and Laboratory Testing Fee Schedule

Field Services

Item	Unit	Cost	Item	Unit	Cost
Truck Rig Mobilization	each	$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
Barge/Amphibious Mobilization - Ramp	each	12,000.00	Field Vane Shear Strength	each	500.00
Barge (without labor)	day	3,000.00	Hand Auger Boring with DCP	foot	25.00
Soil Survey/Coring/GPR Mobilization	each	400.00	Double Ring Infiltrometer	each	600.00
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		0 - 50	50 – 100	100 - 150	150 - 200	200 - 250	250 - 300
SPT Borings	foot	$17.00	$20.00	$30.00	$40.00	$55.00	$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	$50.00	Unconfined Compression – Soil	each	$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00

Geotechnical and Environmental Consultants, Inc.

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates

Item	Unit	Cost	Item	Unit	Cost
Direct Push/Truck Drill Rig Mobilization	each	$500.00	Well Completion (flush mount)	each	$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	$12.00	Organic Vapor Analyzer	day	$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	$50.00	GPS Unit	day	$100.00

Laboratory Services

RCRA 8 Metals (Water)	each	$125.00	RCRA 8 Metals (Soil)	each	$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

Geotechnical and Environmental Consultants, Inc.

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services

Item	Unit	Cost
Fresh concrete, grout and mortar sampling testing	hour	$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services

Proctor Compaction Test	each	$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E - PROJECT STAFFING CHART

CITY OF KISSIMMEE 1883

Michael Baker INTERNATIONAL

- **Hank Schneider, PE** — QA/QC Manager
- **Paul Snead, PE** — Contract Manager
- **Mark Pitchford, PSM** — Principal

Christopher Bond, PE
Deputy Contract Manager

ROADWAY

- Carlos Moreno, PE — Roadway Engineer
- Kevin Fielder, PE — Roadway Engineer
- Travis Buschow, PE — Roadway Engineer
- Terra Parish, PE — Roadway Engineer
- Alec Piotrowski, EI — Roadway Technician

DRAINAGE

- Christopher Bond, PE — Stormwater/Drainage Engineer
- Paul Snead, PE — Stormwater/Drainage Engineer
- Bruno Chiappe, PE — Stormwater/Drainage Engineer
- Grace Taussig, EI — Stormwater/Drainage Technician
- Enrique Sara — Stormwater/Drainage Technician

TRAFFIC

- Angela Coates, PE — Traffic Engineer
- Joey DeFrancisco, PE — Traffic Engineer
- Jeff Roberts, PE — Traffic Engineer

ENVIRONMENTAL

- Mariben Andersen — Lead Environmental Scientist
- Jay Gable — Environmental Scientist

STRUCTURES

- Uma Pallapolu, PE — Structural Engineer
- Gio Orellana, PE — Structural Engineer

UTILITY COORDINATION

- Trisha Miller[2] — Utility Coordinator

SURVEYING / SUE / Photogrammetry

- W. Turner Wallis, PSM[3] — Lead Project Surveyor
- Eric Cain, PSM[2] — Surveyor/SUE
- Chris Bosshart, PSM[4] — Photogrammetry

PUBLIC INVOLVEMENT

- Paul Snead, PE — Public Involvement
- Christopher Bond, PE — Public Involvement
- Grace Taussig, EI — Public Involvement

GEOTECHNICAL/CONTAMINATION

- Craig Ballock, PE[1] — Geotechnical Task Manager
- Richard McCormick, PG[1] — Senior Geologist

1 GEC Geotechnical and Environmental Consultants, Inc.

2 ECHO

3 JOHNSTON'S SURVEYING INC.

4 McKIM&CREED ENGINEERS SURVEYORS PLANNERS

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND RS&H, INC. FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS FIRST RENEWAL of the Agreement is made this _____day of _____ 2023, by and between **RS&H, INC.,** located at 301 East Pine Street, Suite 350, Orlando, FL 32801, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and RS&H, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."

3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **RS&H, INC.** is July 6, 2023, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

RS&H, INC.

By: Nicole Jeffers

Title: Vice President

Date: June 28, 2023

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 28th day of June, 2023, by means of ☐ physical presence or ☒ online notarization by Nicole Jeffers as Vice President for RS&H, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

NATALIE RODRIGUEZ
MY COMMISSION # GG 924319
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

Notary: Natalie Rodriguez
Print Name: Natalie Rodriguez
My Commission Expires: 2/15/2024

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND RS&H, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the **"CITY"** and **RS&H, INC.** whose address is 301 East Pine Street, Suite 350, Orlando, FL 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that RS&H, INC. is qualified to provide the services and desires to award a continuing services contract to DESIGN ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1. GENERAL

1.1 DESIGN ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the DESIGN ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the DESIGN ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

1.4 The DESIGN ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and DESIGN ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the DESIGN ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the parties for a period of two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES which is attached hereto and made a part hereof. Services to be provided by the DESIGN ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 **SPECIAL ENGINEERING SERVICES**

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the DESIGN ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as "EXHIBIT B - ADDENDUM FORM", which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the DESIGN ENGINEER:

3.1 Furnish the DESIGN ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the DESIGN ENGINEER for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the DESIGN ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the DESIGN ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.

3.7 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay DESIGN ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and DESIGN ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the DESIGN ENGINEER and DESIGN

ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the DESIGN ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the DESIGN ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the DESIGN ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the DESIGN ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the DESIGN ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The DESIGN ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The DESIGN ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the DESIGN ENGINEER will be negotiated to the mutual agreement of the CITY and the DESIGN ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the DESIGN ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the DESIGN ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

RS&H, INC.
301 East Pine Street, Suite 350
Orlando, FL 32801

And copies to:
RS&H, Inc.
Attention: Legal Department
10748 Deerwood Park Blvd. S.
Jacksonville, FL 32256

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The DESIGN ENGINEER or any employee or agent of the DESIGN ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the DESIGN ENGINEER requesting that the DESIGN ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY DESIGN ENGINEER FOR CAUSE**

The DESIGN ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the DESIGN ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the DESIGN ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the DESIGN ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment shall be made to DESIGN ENGINEER by the CITY for all services performed and reimbursable expenses incurred in accordance with this Agreement prior to the termination date. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the DESIGN ENGINEER, the DESIGN ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the DESIGN ENGINEER in performing the services under this Agreement, regardless of whether the work on such

documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the DESIGN ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 **GENERAL**

The DESIGN ENGINEER will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract but not including performance or nonperformance of professional services. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against such third partyliability for the proportion of damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or

may at any time sustain or incur caused by DESIGN ENGINEER's negligence.

9.2 **INSURANCE**

The DESIGN ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the DESIGN ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 **WORKERS' COMPENSATION**

The DESIGN ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 **COMPREHENSIVE GENERAL LIABILITY**

The DESIGN ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

The DESIGN ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the

DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the DESIGN ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The DESIGN ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the DESIGN ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The DESIGN ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the

performance of work under this Agreement.

12.3 The DESIGN ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the DESIGN ENGINEER to remove any employee or representative of the DESIGN ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

13.1 The DESIGN ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The DESIGN ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The DESIGN ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards applicable to the Services, standards of the CITY, and the applicable requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement as is consistent with the professional standard of care.

14.2 The DESIGN ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the DESIGN ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The DESIGN ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the DESIGN

ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, pandemic, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE -

18.1 Time is of the essence of this Agreement.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the DESIGN ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - PROJECT STAFFING CHART

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the DESIGN ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings. Prevailing Party is the party that recovers greater than 67% of its total claims in the

action or who is required to pay no more than 33% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the DESIGN ENGINEER have executed this Agreement to become effective on the day and year first written above.

RS&H, INC.

By: JOHN J BOTTARO

Title: EXECUTIVE VICE PRESIDENT

Date: 6/23/21

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 23rd day of June, 2021, by John Bottaro, as Executive Vice President of RS&H, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Natalie Rodriguez

NATALIE RODRIGUEZ
MY COMMISSION # GG 932419
EXPIRES: February 15, 2024
Bonded Thru Notary Public Underwriters

Print Name: Natalie Rodriguez

My Commission Expires: February 15, 2024

CITY OF KISSIMMEE

Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

KISSIMMEE

Attest:

Linda S Hansell

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____
(method of compensation)
method in accordance with the Work Order/Agreement, the total not to exceed $ _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum.

Previous Contract Total Dollars:	$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	$

Accepted By: _____ (signature)

Title/Position: _____

PW Director: _____ (signature)

Approved as to Form and Legality: _____ (signature)

Requested By: _____ (signature)

Approved By: _____ (signature)

City Commission Approval Date: _____

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The DESIGN ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the DESIGN ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT C

RS&H, Inc.
Weighted Wage Rate
City of Kissimmee - Continuing Engineering Services

Title / Classification	Emp. #	Employee	Current Hourly Rate		Percent Utilized		Weighted Rate		Escalator		Weighted Escalated Rate		Multiplier		Billing Rate
Project Manager	030951	Gonzalez, Edward	$109.73	x	10%	=	$10.97								
	032563	Gonzalez, Renato	$102.11	x	90%	=	$91.90								
					100%		$102.87	x	1.0000	=	**$102.87**	x	3.0031	=	**$308.93**
Senior Engineer	030618	Birst, Shawn	$86.47	x	10%	=	$8.65								
	032139	Colon, Edward	$87.59	x	10%	=	$8.76								
	032549	Glenn, Jeffrey	$94.05	x	30%	=	$28.22								
	031387	Jeffers, Nicole	$70.47	x	10%	=	$7.05								
	033437	Markel, Paul	$77.00	x	40%	=	$30.80								
					100%		$83.48	x	1.0000	=	**$83.48**	x	3.0031	=	**$250.70**
Engineer	031393	Anzelone, Thomas	$44.26	x	20%	=	$8.85								
	032176	Daceus, Marline	$43.40	x	10%	=	$4.34								
	030817	Mendoza, Olga	$44.27	x	20%	=	$8.85								
	030593	Schram, Amanda	$45.55	x	10%	=	$4.56								
	034812	Staats, Kyle	$50.15	x	20%	=	$10.03								
	031078	Williams, Zachary	$50.63	x	20%	=	$10.13								
					100%		$46.76	x	1.0000	=	**$46.76**	x	3.0031	=	**$140.42**
Planner/Permitter	031752	Dailey, Christopher	$64.28	x	50%	=	$32.14								
	032054	Hartz, Robyn	$60.26	x	50%	=	$30.13								
					100%		$62.27	x	1.0000	=	**$62.27**	x	3.0031	=	**$187.00**
Senior Landscape Architect	036284	Sill, Ronald	$87.62	x	100%	=	$87.62								
					100%		$87.62	x	1.0000	=	**$87.62**	x	3.0031	=	**$263.13**
Landscape Architect	030779	Bryan, David	$51.50	x	100%	=	$51.50								
					100%		$51.50	x	1.0000	=	**$51.50**	x	3.0031	=	**$154.66**
Architect	030756	DeMeo, Michael	$56.82	x	100%	=	$56.82								
					100%		$56.82	x	1.0000	=	**$56.82**	x	3.0031	=	**$170.64**
Engineering Technician	032323	Felins, Eric	$34.24	x	20%	=	$6.85								
	033655	Kinney, Ricky	$39.12	x	20%	=	$7.82								
	031374	Rhodes, Lauren	$36.05	x	30%	=	$10.82								
	031684	Schaffer, Edward	$34.24	x	30%	=	$10.27								
					100%		$35.76	x	1.0000	=	**$35.76**	x	3.0031	=	**$107.39**
Clerical	030531	Flynn, Kimberly	$33.18	x	100%	=	$33.18								
					100%		$33.18	x	1.0000	=	**$33.18**	x	3.0031	=	**$99.64**

Multiplier Calculation	
Direct Labor	**1.0000**
Overhead	**1.6789**
Total Before Profit	**2.6789**
Operating Margin	**1.1200**
FCCM	**0.00270**
Total Multiplier	**3.0031**
Direct Expenses	**5.83%**
Escalating Factor Applied	**1.0000**

I certify that these rates are accurate as of June 23, 2021.

Sincerely,

Renato J. Gozalez, P.E.
Vice President

EXHIBIT C

RS&H, Inc
Calculation of Escalation

City of Kissimmee - Continuing Engineering Services

The following table is used to determine the escalation percentage to be applied to the entire project. It is anticipated that future annual salary increases will be effective May 1st of each year (as have been prior increases) and the project will **start July 1 2021**, with a 60 month schedule.

Period			Number of Months	Percent Increase	Escalation Calculation
07/01/21	TO	04/30/22	10	0.00%	1.00
05/01/22	TO	04/30/23	12	3.50%	1.035
05/01/23	TO	04/30/24	12	3.50%	1.071
05/01/24	TO	04/30/25	12	3.50%	1.109
05/01/25	TO	04/30/26	12	3.50%	1.148
05/01/26	TO	06/30/27	2	3.50%	1.188

ITEM 7.O
Kissimmee Police Department Canine Surplus and Retirement

Request

Approval to surplus and retire a Police Department canine by turning ownership, care, and responsibility of the canine over to the handler.

Explanation

Canine Sam was purchased in 2018 for $8,800.00. Canine Sam is now six and a half years old, and has a documented hip fracture sustained in February of 2021 as well as degenerative issues affecting his spine. Due to an extended military deployment, Canine Sam's current handler, Officer Bradley Wheeler, will not be able to maintain his position. This in turn would require Canine Sam to recertify with a new handler. The six-month certification program requires daily physical training, apprehensions and agility drills. Based on Canine Sam's health problems and age, his vet recommended he no longer serve as a working canine. Canine Sam has been Officer Wheeler's partner since Canine Sam started with the department.

The Police Department is requesting that Canine Sam be designated surplus property and ownership transferred to Officer Wheeler. Officer Wheeler has agreed to accept all responsibility and liability for the ownership of the retired canine.

Recommendation

Staff recommends the designation of the surplus property for Canine Sam and transference of ownership to his former police handler, Officer Bradley Wheeler, for the sum of $1.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Betty Holland

Attachment(s):
1. (S) Surplus Canine Sales Agreement K9 Sam

SURPLUS CANINE SALES AGREEMENT

THIS AGREEMENT is made this 18th day of July, 2023 by and between the City of Kissimmee, a municipal corporation; (hereinafter referred to as Seller) and Officer Bradley Wheeler; (hereinafter referred to as Buyer) and each represent as follows:

WITNESSETH

WHEREAS, The Kissimmee Police Department intends to permanently retire its canine known as Sam; and

WHEREAS, The Kissimmee Police Department has determined that further law enforcement service usage of the canine Sam is not recommended and to keep the canine in service could be detrimental to the canine, the handler, or the general public; and

WHEREAS, The City Commission has declared canine Sam as surplus personal property and authorized its sale; and

WHEREAS, The Buyer purchases the canine with the understanding that the canine is specially trained in police work, including physical apprehensions and is desirous of owning the canine.

NOW THEREFORE in consideration of $1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties each promise to the other as follows:

1. Seller hereby sells and will deliver to Buyer and Buyer will purchase and accept the canine known as Sam.

2. Buyer agrees to pay to Seller $1.00 for the canine.

3. Buyer accepts the canine "As Is".

4. Seller makes no warranties as to the canine whatsoever.

5. The Buyer hereby accepts all responsibilities and liabilities that go along with the ownership of a specialty trained canine.

6. Buyer agrees to hold the Seller harmless for any claims whatsoever arising from the sale and purchase of canine Sam. Buyer hereby agrees to release the Kissimmee Police Department, the City of Kissimmee, and all designees from any liability incurred because of the voluntary ownership of this retired canine. This liability includes, but is not limited to; property damage, personal injury, injury to other parties, loss, theft, civil

suits, or any other incurred liability associated with the ownership of a specially trained canine.

7. Buyer further willingly agrees to the long-term commitment to care for the canine. The care includes, but is not limited to; veterinary check ups, veterinary care for existing medical conditions and future medical conditions, grooming, feeding, and general maintenance to keep the canine in good health and safe from harm or abuse.

8. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding.

9. Nothing in the agreement shall be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

City of Kissimmee

Mayor Olga Gonzalez
Date:

Buyer Signature: 
Print Name: Bradley Wheeler
Date: 6/27/23

ITEM 7.P
Approval of a Space Use Permit for Jr. Davis Construction Company, Inc.

Request

Commission approval of a Space Use Permit for Jr. Davis Construction Company, Inc. for storage of temporary construction materials (reclaimed concrete).

Explanation

Jr. Davis Construction Company, Inc. (JDC) has requested temporary space at the Kissimmee Gateway Airport to store reclaimed concrete as it is prepared for repurposing in off-site locations. The 10-acre parcel is part of the former golf course, located on the south side of the Airport near West Persing Street. The current unused parcel will be improved (brush & tree removal), which will benefit future development.

The term of this agreement is three years with a monthly rate of $7,024.05.

Recommendation

Staff recommends Commission approval of a Space Use Permit for Jr. Davis Construction Company, Inc. for storage of temporary construction materials (reclaimed concrete).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S)-Jr. Davis Space Use Permit 2023-Agreement + Exhibit A

CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT

SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Jr. Davis Construction Company,** hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Municipal Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

Name: **Mr. James B. Davis, Jr.**
Jr. Davis Construction Company

Address: **210 S Hoagland Blvd**
Kissimmee, FL 34741

Telephone:

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:

Storage of Temporary Construction Materials (Reclaimed Concrete)

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport:
Approximately ten (10) acres adjacent to Gilbert Avenue and Pershing Street, Kissimmee FL, 34741, southwest portion of Parcel 29-25-29-1970-0001-0190. See **Exhibit A.**

4. **Term**. This Permit is effective from **August 1, 2023 through July 31, 2026** unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration for the rights granted hereunder by City, Permittee hereby agrees to pay to the City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus any and all sales, use, ad valorem, or any other taxes due thereon:

435,600 S.F. x $0.18 = $78,408.00 + $5,880.60 (7.5% sales tax) monthly = $7,024.05

6. **Amount of Insurance Required.** The amount of comprehensive general liability and automobile liability insurance required to be carried by Permittee $1,000,000.00.

7. **Security Deposit.** The amount of the security deposit to be held is N/A.

8. **Additional Terms and Conditions.** Permittee does hereby further agree to abide by all of the terms and conditions attached hereto. At the end of the permit term restore the property to its original state for possession by the City of Kissimmee. Any infrastructure improvements made to the property for the Permittee's use may remain on the property. The cost of improvements and restoration of the property shall be borne solely by the Permittee without reimbursement by the City.

9. **Default**. If either party fails to perform or comply with the terms of this permit, then either party may

declare a default and terminate this permit immediately.

10. **Security Access.** Permittee is granted access by an established City gate. The Permittee will supply a company lock to allow employees and the City access to the area. Permittee will be responsible to ensure the gate is locked at all times when either City or Permittee are not present.

11. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between the Permittee and the City that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

CITY OF KISSIMMEE

_____
By: Mayor/Commissioner- Olga Gonzalez

Date:_____

ATTEST:

_____
City Clerk

PERMITTEE

_____
James B. Davis /President
Name-Title

_____
Corporate Seal (or Notary Seal)



Approved as to form and correctness
this _____ day of _____, 2023.

_____
City Attorney

Exhibit A



ITEM 7.Q
Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC

Request

Commission approval of a Space/Use Permit for Jed Suhl d.b.a. Horse Riding Orlando, LLC for a one-year period at the current rate and terms.

Explanation

The current Space/Use Permit (SUP) with Jed Suhl d.b.a. Horse Riding Orlando, LLC expires on July 31, 2023. They have requested to renew their Space/Use Permit for a one-year period at the current fair market rate and terms.

Horse Riding Orlando, LLC utilizes this property as pasture and grazing for livestock associated with their Rodeo operation. In addition, the property is utilized for horseback trail riding to and from the Kissimmee Sports Arena.

The new Space/Use Permit will be effective August 1, 2023, through July 31st, 2024. The monthly rent for SUP will be $28.10 plus applicable sales tax.

Recommendation

Staff recommends the Commission approve renewal for Space/Use Permit for Jed Suhl d.b.a. Horse Riding Orlando, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S)-Suhl. 2023-2024, Space Use Permit-Unsigned + Exhibit

CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT
SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Jed Suhl**, hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Gateway Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

Name: **Jed Suhl (d.b.a. Horse Riding Orlando, LLC)**

Address: **1294 Greens Keep Dr., Kissimmee, Fl 34744**

Telephone: **407-908-0568**

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:
   1) Graze livestock in area depicted on "Exhibit A."
   2) Conduct trail rides from Kissimmee Sports Arena (Rodeo) on Parcels "A" & "B."

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport:

   See attached Exhibit for Parcel "A" & "B."

4. **Term.** This Permit is effective from **August 1, 2023,** to **July 31, 2023**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration for the rights granted hereunder by City, Permittee hereby agrees to pay to City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus any and all sales or use taxes due thereon:

   Parcel A - $28.10 + 7.5% sales tax = $30.20
   Parcel B - $28.10 + 7.5% sales tax = $30.20

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof. All payments due hereunder shall be remitted to:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, FL 34841

6. **Amount of Insurance Required.** In addition to the minimum insurance requirements of $1,000,000 commercial general liability, the following is also required:
   - City of Kissimmee as additional insured
   - Waiver of Subrogation on General Liability Policy
   - Waiver of Subrogation on the Workers Compensation Policy
   - Minimum limit of $20,000.00 in accident medical coverage

7. **Security Deposit.** The amount of the security deposit to be held is N/A.

8. **Additional Terms and Conditions.** Permittee does hereby further agree to abide by all of the terms and conditions attached hereto. At the end of the permit term restore the property to its original state for possession by the City. Any infrastructure improvements made to the property may remain on the property if prior approval is granted by City. The cost of improvements and restoration of the property shall be borne solely by the Permittee without reimbursement by the City.

9. **Default.** If either party fails to perform or comply with the terms of this Permit, then either party may declare a default and terminate this Permit immediately.

10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between Permittee and City that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Permit. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees including those incurred in appellate proceedings.

Signature Page to Follow

CITY OF KISSIMMEE

_____

Olga Gonzalez
Mayor/Commissioner

Date: _____

ATTEST:

_____
City Clerk

PERMITTEE

_____
Signature

Ted Scott
_____
Print Name

DARLENE ROUCOULET
Notary Public - State of Florida
Commission # HH 139269
My Comm. Expires Aug 23, 2025
Bonded through National Notary Assn.

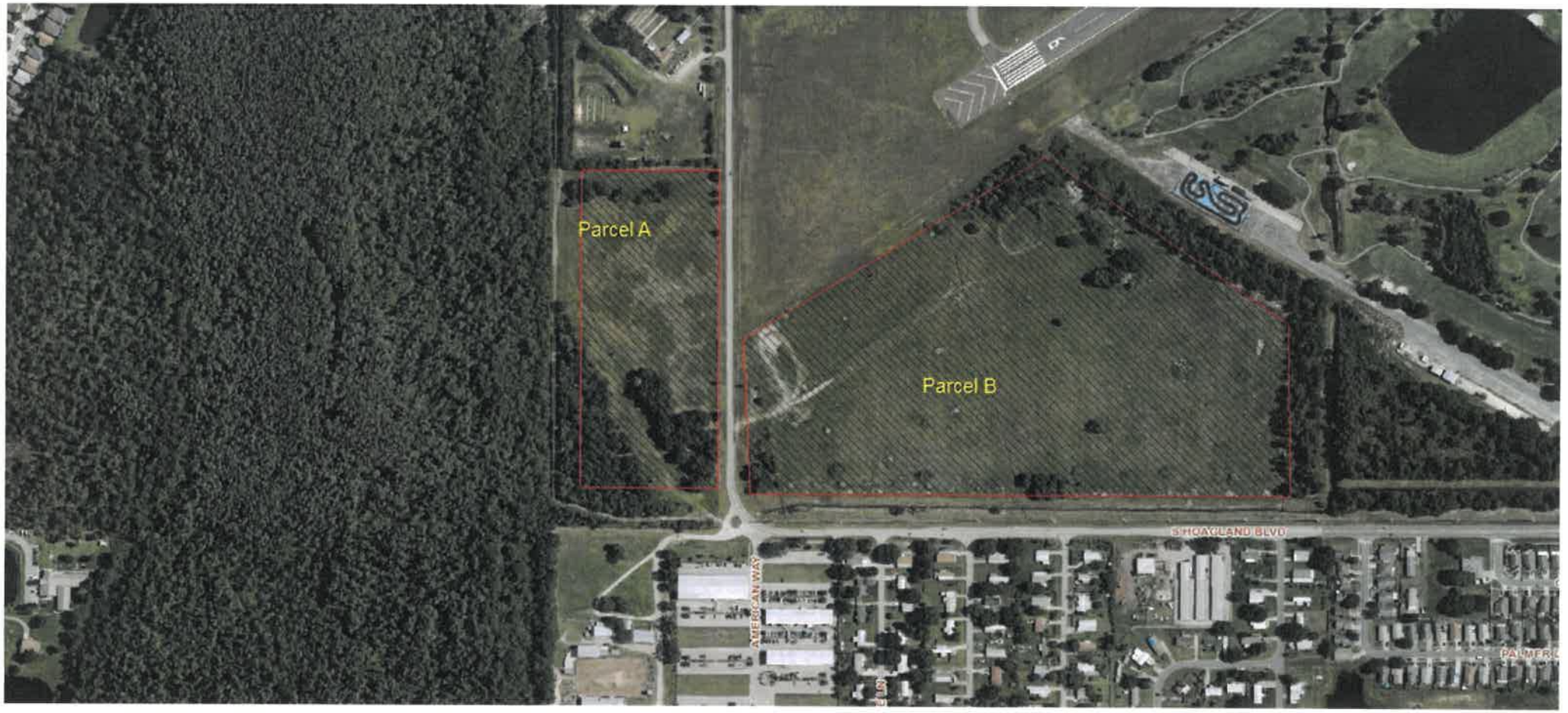
CORPORATE SEAL (or Notary seal)

Darlene Roucoulet 7/5/23

Approved as to form and correctness this

_____ day of _____, 20___

_____
City Attorney


Parcel A
Parcel B
S HOAGLAND BLVD
AMERICAN WAY

ITEM 7.R
Approval of agreement for mulch delivery and installation with Landscape Services Inc. through an intergovernmental cooperative purchasing agreement

Request

Approval of an agreement for mulch delivery and installation with Landscape Services Inc. through an intergovernmental cooperative purchasing agreement and authorize the City Manager to sign any additional amendments to this agreement

Explanation

The Parks and Recreation Department desires to retain the services of Landscape Services Inc. d/b/a Mulch Inc. for the purchase, delivery and installation of mulch through an intergovernmental cooperative purchasing agreement. A competitive bidding and selection process was completed on February 3, 2022 with Osceola County and Agreement AR-22-12805-HL with Landscape Systems Inc. d/b/a Mulch Inc. The terms of this agreement shall begin on the date of execution and continue through February 1, 2025, the date of expiration of the master agreement with Osceola County. This agreement may be extended if the master agreement is extended.

The Parks and Recreation Department uses mulch in the various parks and playground surfaces throughout the City as well as a large Capital Project that has a budget of $60,000 to remulch two playgrounds entirely. This Agreement will assure the City receives the best pricing and allow for delivery and installation to multiple sites as needed.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-504646 00150206-506393	PR2307	Decrease Increase	$11,280 $60,000	

Financial Summary:

The funds for this agreement are budgeted annually in the Park Operations Building & Grounds account for upkeep of the mulched areas as well as a large capital project in the current budget year.

Recommendation

Approval of an agreement for mulch delivery and installation with Landscape Services Inc. through an intergovernmental cooperative purchasing agreement and authorize the City Manager to sign any additional amendments to this agreement

REQUESTED CITY COMMISSION ACTION:

Accept
Approve

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):
1. (S) Agreement Landscape Services Inc. (Mulch)

AGREEMENT between CITY OF KISSIMMEE
and
LANDSCAPE SYSTEMS INC. d/b/a MULCH INC.

THIS AGREEMENT is made this 1st day of June, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**CITY**" and **LANDSCAPE SYSTEMS INC., d/b/a MULCH INC.,** whose address is ~~6347 New Hope Road, Orlando, Florida 32824~~, hereinafter "**CONTRACTOR,**" collectively hereinafter referred to as "**PARTIES,**" and each represents as follows:

21377 County Road 455 Clermont FL 34715

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide the purchase, delivery, and installation of mulch, pursuant to project PR2307; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process on February 03, 2022, Osceola County, Florida, as a Lead Public Agency, entered into the Agreement AR-22-12802-HL with **LANDSCAPE SYSTEMS INC., d/b/a MULCH INC.,** which is attached hereto as Exhibit "A" and incorporated herein (hereinafter referred to as "MASTER AGREEMENT"); and

WHEREAS, the CITY has determined that the specifications in the solicitation by Osceola County are similar in nature to the work needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with CONTRACTOR.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through February 01, 2025, the date of expiration of the Master Agreement and

subsequent amendments. This Agreement may be extended if the Master Agreement is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by Osceola County, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein.

SECTION 4. PRODUCTS AND PRICING. CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit A of the MASTER AGREEMENT at the pricing specified in Exhibit B of the MASTER AGREEMENT. Further Contract will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit B, which is attached hereto and incorporated herein, at the prices set forth in Exhibit B. The CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: Landscape Systems Inc., d/b/a Mulch Inc.
~~6713 New Hope Road~~
~~Orlando, FL 32824~~
21377 County Road 455
Clermont, FL 34715

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement

and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 10. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

Every CONTRACTOR shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION 11. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 12. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 14. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY, and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 15. PROJECT MANAGERS. CITY and CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of CITY. If CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. CITY will notify CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. CITY'S Project Manager's contact information is as follows:

Dawn Stapf
City of Kissimmee
101 Church Street

B. CONTRACTOR'S Project Manager's contact information is as follows:
Maricely Santiago - Randy Williams 21377 County Road 455 Clermont FL 34715

SECTION 16. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 17. PUBLIC RECORDS. The City is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that CONTRACTOR is acting on behalf of City as provided under Section 119.011 (2), CONTRACTOR agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
2. If the City's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the City.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to a City's contract for services, CONTRACTOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

5. If CONTRACTOR does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

6. A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

SECTION 18. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that CONTRACTOR has submitted false certification, City shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

SECTION 19. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 20. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like.

Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 21. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 22. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

LANDSCAPE SYSTEMS INC., d/b/a MULCH INC.

Jamie Norden 6/1/2023

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of June, 2023, by means of ☑ physical presence or ☐ online notarization, by Jamie Norden as Secretary of Landscape Systems Inc., d/b/a Mulch Inc., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

DEBORAH GREATHOUSE
MY COMMISSION # HH 196492
EXPIRES: November 20, 2025
Bonded Thru Notary Public Underwriters

Deborah Greathouse
Notary Public

CITY OF KISSIMMEE

_____
Mayor-Commissioner

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

EXHIBIT A
MASTER AGREEMENT

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and LANDSCAPE SYSTEMS INC., d/b/a MULCH INC., 6317 New Hope Road, Orlando, Florida 32824 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for the purchase, delivery, and installation of mulch on an as-needed basis, pursuant to AR-22-12802-HL; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. TERM.

The term of this Agreement shall begin upon execution and continue through February 1, 2025 and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY: however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY' s stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Thousand 00/100 Dollars ($100,000.00) annually, for a total not to exceed amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) - Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. DAMAGE to RENTED PREMISES - Fifty Thousand Dollars ($50,000.00), Any single occurrence;

4. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) - Any one person;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000.00);

6. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

7. PRODUCTS - COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

a. The name of the insured CONTRACTOR,
b. The specified job by name and job number,
c. The name of the insurer,
d. The number of the policy,
e. The effective date,
f. The termination date,
g. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in

Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119-011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.

2. Upon request from the COUNTY' S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert

witnesses, consultation services and attorney' s fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR' s operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the

validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver of a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Landscape Systems Inc., d/b/a Mulch Inc.
6713 New Hope Road
Orlando, Florida 32824

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY' s internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon

receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32 AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Howard Simmons, Manager
Osceola County Mowing and Landscaping Services
3850 Old Canoe Creek Road
Saint Cloud, Florida, 34769
407-742-7514
Howard.Simmons@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Randy Williams, Project Manager
Landscape Systems Inc., d/b/a Mulch Inc.
6713 New Hope Road
Orlando, Florida, 32824
407-205-1113
Jamie@mulchinc.net

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
County Manager/Designee

Date: _____

LANDSCAPE SYSTEMS INC.
D/B/A MULCH INC.

By: _____

Print: Randy Williams

Title: COO

Date: 2/3/2022

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was executed before me this 3rd day of February, 2022, by Randy Williams as COO of Landscape Systems Inc. d/b/a Mulch Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida

(stamp)

DEBORAH GREATHOUSE
MY COMMISSION # HH 196492
EXPIRES: November 20, 2025
Bonded Thru Notary Public Underwriters

Exhibit "A"
Scope of Services

1. **Scope of Services:** The Contractor shall furnish, deliver and install (when required) mulch on an as needed basis.

2. **General**: The Contractor shall provide mini pine bark mulch and pine bark mulch nuggets in both bulk quantities and in three (3) cubic foot bags and deliver the mulch to Mowing & Landscaping Services Department, 3850 Old Canoe Creek Road, Saint Cloud, Florida on an as needed basis. The Contractor shall also blow in mulch at County facilities and on landscaped roadways located within Osceola County as needed.

   a. **Mini Pine Bark Nuggets**
      1. Shall consists of nuggets ranging in 1" – 3" in size.
      2. For the delivery of bulk mini pine bark mulch, the unit cost, per cubic yard, must include delivery.
      3. For the delivery of mini pine bark mulch in three (3) cubic foot bags, the unit cost must include delivery.
      4. At no time will a separate delivery charge be accepted for deliveries of pine bark nuggets in addition to the unit cost.
      5. For delivery and installation by blowing the mulch into the requested locations.

   b. **Pine Bark Nuggets**
      1. Shall consist of nuggets ranging in 3" – 5" in size.
      2. For the delivery of bulk pine bark nugget mulch, the unit cost, per cubic yard, must include delivery
      3. For the delivery of pine bark nugget mulch in three (3) cubic foot bags, the unit cost must include delivery.
      4. At no time will a separate delivery charge be accepted for deliveries of pine bark nuggets in addition to the unit cost.

   c. **Blown in Mulch:** Blown in mulch will be installed on landscaped roadways and at County owned facilities located within Osceola County. The price for blown in mulch shall include mulch, delivery, installation, and cleanup.
      1. Mini Pine Park Nuggets – Cost must include the provision of the Mini Pine Bark Nuggets meeting the requirements noted above, delivery of the Mini Pine Bark Nuggets, installation of the mulch and cleanup of the site when completed.
      2. Natural Hardwood (Environmental Mulch): Cost must include the provision of the Natural Hardwood (Environmental Mulch) delivery and installation of the mulch and cleanup of the site when completed.
      3. Pine Straw: Cost must include the provision of the Pine Straw delivery and installation of the mulch and cleanup of the site when completed.

3. **Warranty:** The Contractor shall warranty all mulch to be free from mold when delivered.

4. **Hours and Schedule of Delivery:** Delivery may be scheduled between the hours of 7:30 am and 2:30 pm Monday through Friday. Delivery may only be scheduled once contacted by a County Representative. No deliveries will be scheduled on holidays recognized by the Osceola County Board of County Commissioners. Deliveries are to be made within 5 days of receiving authorization from the ordering Department.

5. **Unloading of Mulch**: All unloading of mulch shall be the responsibility of the Contractor; the Contractor shall furnish the equipment to unload the mulch. The County is not responsible for unloading of the mulch.

6. **Billing:** Invoices submitted for payment shall contain company name, contract title/description, delivery date, quantity and cost. All invoices are to be submitted to the Mowing & Landscaping Services Department, Building M. located 3850 Old Canoe Creek Road Saint Cloud, Florida 34769. Invoices must be submitted within 30 days of delivery or completion of installation.

Exhibit "B"
Pricing Schedule

Item	Description	Unit Price	Estimated Quantity
1.	**Bags** **Mini Pine Bark Nuggets 1" – 3" size** Delivery Price Per 3 Cubic Foot Bag	$5.25/Bag	1,000 bags
2.	**Bulk** **Mini Pine Bark Nuggets 1" – 3" size** Delivery Price Per Cubic Yard Bulk	$46.00/Yard	100 Cubic Yards
3.	**Bags** **Pine Bark Nugget 3" – 5" size** Delivery Price 3 Cubic Foot Bag	$6.00/Bag	500 bags
4.	**Bulk** **Pine Bark Nugget 3" – 5" size** Delivery Price per Cubic Yard Bulk.	$60.00/Yard	100 Cubic Yards
5.	**Blown in Natural Hard Wood (Environmental Mulch)** ***Including Mulch, Delivery, Installation and Cleanup***	$42.00/Yard	300 Cubic Yards
6.	**Blown in Mini Pine Bark** ***Including Mulch, Delivery, Installation and Cleanup***	$50.00/Yard	1,300 Cubic Yards
7.	**Blown in Pine Bark** ***Including Mulch, Delivery, Installation and Cleanup***	$65.00/Yard	1,300 Cubic Yards
8.	**Blown in Pine Straw** ***Including Mulch, Delivery, Installation and Cleanup***	$30.00/Bale	50 bales

ESTIMATE:

407-205-1113 Office

407-724-6802 Cell

maricely@mulchinc.net

21377 CR 455
Clermont, Florida 34715
www.mulchinc.net

Attention:
Dawn Stapf
City of Kissimmee
(407) 518-2341
dawn.stapf@kissimmee.gov

Job Address:
Mark Durban Lakeside Park
2253 Lakeside Dr.
Kissimmee, Fl 34743

Date: 11/14/2022
PO#
Terms: 30 Days from above date.

Description	Quantity (per yard)	Unit Price (per yard)	Cost
Job Name: Mark Durban Lakeside (Pine Bark)	100	$ 50.0	$ 5,000
Transportation Fee	0	$ 300	$ 0
Fuel Charge	0	$ 150	$ 0
		Total	**$ 5,000**

All Pricing is subject to change without notice. All Estimates are good for 30 days from estimate date. Please note this quote is based off Client's request for total yardage.

Please note that Mulch Inc is not responsible for any staining due to clients choice of mulch. Mulch Inc uses Blower trucks in the operation of blowing mulch. These trucks are heavy machinery and use hydraulic fluid. In the event hydraulic failure leaks may occur, we at Mulch Inc will not be held responsible for any damages that occur while using our machines on property.

Thank you for your business!

ESTIMATE:

407-205-1113 Office

407-724-6802 Cell

maricely@mulchinc.net

21377 CR 455
Clermont, Florida 34715
www.mulchinc.net

Attention:
Dawn Stapf
City of Kissimmee
(407) 518-2341
dawn.stapf@kissimmee.gov

Job Address:
Mill Run Park
1451 Mill Slough Rd
Kissimmee, Fl 34744

Date: 11/14/2022
PO#
Terms: 30 Days from above date.

Description	Quantity (per yard)	Unit Price (per yard)	Cost
Job Name: Mill Run Park (Pine Bark)	100	$ 50.0	$ 5,000
Transportation Fee	0	$ 300	$ 0
Fuel Charge	0	$ 150	$ 0
		Total	**$ 5,000**

All Pricing is subject to change without notice. All Estimates are good for 30 days from estimate date. Please note this quote is based off Client's request for total yardage.

Please note that Mulch Inc is not responsible for any staining due to clients choice of mulch. Mulch Inc uses Blower trucks in the operation of blowing mulch. These trucks are heavy machinery and use hydraulic fluid. In the event hydraulic failure leaks may occur, we at Mulch Inc will not be held responsible for any damages that occur while using our machines on property.

Thank you for your business!

ITEM 7.S
Approval of an Exhibit to the Master Fiber Optic Line Extension Master Agreement with the Kissimmee Utility Authority

Request

Approval of an exhibit to the fiber optic master service agreement with the Kissimmee Utility Authority (KUA) to expand fiber optic connectivity.

Explanation

This agreement will authorize the Kissimmee Utility Authority to install all necessary conduit and single-mode fiber optics to expand the city's network and provide for a reliable, high-speed connection at remote locations.

As part of the master agreement, KUA will cover all future maintenance and repair costs associated with the new communication line.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
000110106-506393	CM2303	Decrease	$258,953.68	$141,846.52

Financial Summary:

Recommendation

Approve the exhibit to extend fiber optic connectivity for city use with the Kissimmee Utility Authority for $141,846.52.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Austin Blake

Attachment(s):
1. CoK FIber Exhibit EO0024850 - Redacted
2. COK Fiber Exhibit EO0024850

EXHIBIT TO THE FIBER OPTIC LINE EXTENSION MASTER AGREEMENT
[redacted]
(KUA Project #: EO0024850)

1. Project Scope: Under the conditions set forth in the Fiber Optic Line Extension Master Agreement, the following project scope shall be carried out:

1.1 The KUA shall design, furnish and construct a single-mode fiber optic cable into the KUA Fiber Network [redacted] Other projects from Airport Substation to Hord Substation will be associated with this project so that all the fiber interconnection is loop into the fiber ring network to handle the future data capacity that is anticipate for [redacted]. It is KUA's understanding that multiple fibers are needed at this time [redacted] between the respective locations. All work required under this project scope shall be done during normal working hours.

1.2 As part of this project, a 4" gray Sch-40 conduit will be place along the route with boxes placed to interconnect the COK equipment. Any applicable utility easements required shall be handled and acquired by the COK. KUA will coordinate the conduit work with KUA's underground contractor and will be scheduled per existing work schedules for the remaining part of 2023.

1.3 KUA shall test and terminate said fiber link in accordance to KUA standards. Routing is dependent on available fiber within the KUA Fiber Optic Network and equipment will need to be sized accordingly. Temporary interconnection may be possible until the complete loop is completed and is subject to availability of the KUA fiber network capacity.

2. Project Cost: It is the responsibility of COK to pay the KUA, at the execution of this contract, the total estimated construction cost or $141,846.52. KUA has estimated some cost for the conduit work but these cost may vary depending on further field investigation and field conditions that may be encountered when the work is in progress. Upon completion of the Fiber Optic Line Extension, a final settlement will be made of the total construction cost. The fiber cable and associated materials shall remain the property and responsibility of the KUA. COK shall submit payment to the KUA before any fiber infrastructure is installed to the said site. All payments shall be in accordance to the Fiber Optic Master Agreement between respective parties.

3. Designated Representatives: The designated representatives for the respective parties are as follows:

City of Kissimmee	Kissimmee Utility Authority
Austin Blake/Jim West	Jeff Sizemore/Jim Harnois

4. Consent Approval: The parties hereto have agreed to the project scope and estimated project cost as outlined in this Exhibit that shall be deemed part of the Fiber Optic Line Extension Master Agreement between the City of Kissimmee and the Kissimmee Utility Authority.

City of Kissimmee

Name: _____ Title: _____

Date: _____

Kissimmee Utility Authority

Name: _____ Title: _____

Date: _____

SOME INFORMATION IN THIS DOCUMENT IS EXEMPT FROM PUBLIC RECORDS PURSUANT TO FSS 119.071(3)(a)1.

ITEM 7.T
Sonoma Resort at Tapestry, Phase 2C – Final Plat, Major Subdivision (DRC# SR-23-0003)

Request

Requesting City Commission approval of the final plat known as Sonoma Resort at Tapestry, Phase 2C, with performance guarantee/agreement.

Explanation

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

The property is located west of W. Carroll Street and north of W. Donegan Avenue and is zoned MUPUD. The 3.69 +/- acre parcel is being subdivided into two tracts (including roadway) and 12 fee-simple lots for development purposes. All tracts and lots are to be privately owned and maintained.

The owner has posted a performance bond in the amount of $640,946.16 and entered into a performance guarantee agreement with the City to guarantee the construction of the required subdivision improvements for Sonoma Resort at Tapestry (Phase 2C, DRC# 19-00023) until their completion, inspection, and certification by the City of Kissimmee, as required by LDC §14-3-43(A).

Recommendation

Staff recommends approval of the Sonoma Resort at Tapestry, Phase 2C final plat with performance guarantee/agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Final Plat
2. (S) Performance Guarantee Agreement
3. Performance Bond
4. Vicinity Map

SONOMA RESORT AT TAPESTRY - PHASE 2C

A REPLAT OF TRACT FD-2 OF THE PLAT OF SONOMA RESORT AT TAPESTRY - PHASE 2A AS RECORDED IN PLAT BOOK 32 PAGES 3 THROUGH 5 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SITUATED WITHIN SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

LEGAL DESCRIPTION

A REPLAT OF TRACT FD-2 OF THE PLAT OF SONOMA RESORT AT TAPESTRY – PHASE 2A AS RECORDED IN PLAT BOOK 32, PAGES 3 THROUGH 5 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SITUATED WITHIN SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 134 OF SAID PLAT SONOMA RESORT AT TAPESTRY – PHASE 2B AS RECORDED IN PLAT BOOK ____ PAGES ____ THROUGH ____ OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SONOMA BOULEVARD, A VARIABLE WIDTH RIGHT-OF-WAY PER SAID PLAT OF SONOMA RESORT AT TAPESTRY PHASE 2A RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) NORTH 60°00'17" EAST A DISTANCE OF 103.10 FEET TO A POINT OF CURVATURE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°33'17" AND A CHORD DISTANCE OF 36.73 FEET WHICH BEARS SOUTH 72°43'05" EAST; (2) THENCE ALONG THE ARC SAID CURVE RUN FOR A LENGTH OF 41.26 FEET TO A POINT OF NON-TANGENCY WITH A LINE; (3) THENCE RUN NORTH 55°12'59" EAST A DISTANCE OF 52.79 FEET TO A POINT OF CURVATURE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°23'44" AND A CHORD DISTANCE OF 34.23 FEET WHICH BEARS NORTH 19°00'59" EAST; (4) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 37.70 FEET TO A POINT OF CONTINUED CURVATURE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 05°25'01" AND A CHORD DISTANCE OF 16.44 FEET WHICH BEARS NORTH 64°55'22" EAST; (5) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 16.45 FEET TO A POINT OF CONTINUED CURVATURE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1474.00 FEET, A CENTRAL ANGLE OF 03°55'42" AND A CHORD DISTANCE OF 101.04 FEET WHICH BEARS NORTH 69°35'43" EAST; (6) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 101.06 FEET TO THE WEST CORNER OF LOT 133 OF SAID PLAT OF SONOMA RESORT AT TAPESTRY PHASE 2A, AND A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 52°55'14" AND A CHORD DISTANCE OF 222.79 FEET WHICH BEARS SOUTH 46°23'09" EAST; THENCE ALONG THE SOUTHWESTERLY LINE OF LOTS 131-133 OF SAID PLAT OF SONOMA RESORT AT TAPESTRY PHASE 2A RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 230.91 FEET TO A POINT OF TANGENCY WITH A LINE; (2) THENCE RUN SOUTH 72°50'46" EAST A DISTANCE OF 42.44 FEET TO THE NORTHWEST CORNER OF TRACT FD-3 OF THE PLAT OF SONOMA RESORT AT TAPESTRY PHASE 2A; THENCE ALONG THE WEST LINE OF SAID TRACT FD-3 RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 17°09'14" WEST A DISTANCE OF 261.65 FEET TO A POINT OF CURVATURE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 41°24'09" AND A CHORD DISTANCE OF 117.36 FEET WHICH BEARS SOUTH 37°51'18" WEST; (2) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 119.95 FEET TO A POINT OF TANGENCY WITH A LINE; (3) THENCE ALONG SAID TANGENT LINE RUN SOUTH 58°33'23" WEST A DISTANCE OF 133.65 FEET; (4) THENCE RUN SOUTH 01°49'43" WEST A DISTANCE OF 166.85 FEET TO THE SOUTHWEST CORNER OF TRACT FD-3 OF SAID PLAT OF SONOMA RESORT PHASE 2A; THENCE ALONG SAID SOUTH LINE OF AFORESAID TRACT FD-2 RUN THE FOLLOWING TWO (2) COURSES AND DISTANCE: (1) NORTH 88°10'17" WEST A DISTANCE OF 21.87 FEET; (2) THENCE RUN SOUTH 58°33'23" WEST A DISTANCE OF 34.08 FEET TO THE SOUTHEAST CORNER OF AFORESAID SONOMA RESORT AT TAPESTRY PHASE 2B; THENCE ALONG THE EASTERLY LINE OF SAID SONOMA RESORT AT TAPESTRY PHASE 2B RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) NORTH 31°26'37" WEST A DISTANCE OF 127.50 FEET; (2) THENCE RUN NORTH 58°33'23" EAST A DISTANCE OF 112.94 FEET; (3) THENCE RUN NORTH 31°26'37" WEST A DISTANCE OF 53.03 FEET; (4) THENCE RUN NORTH 28°54'25" EAST A DISTANCE OF 153.04 FEET TO A POINT OF CURVATURE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 572.00 FEET, A CENTRAL ANGLE OF 37°19'44" AND A CHORD DISTANCE OF 366.11 FEET WHICH BEARS NORTH 42°25'43" WEST; (5) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 372.66 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 160,749 SQUARE FEET OR 3.690 ACRES, MORE OR LESS.

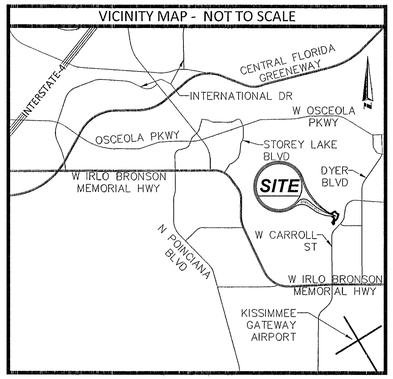
SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF TRACT FD-3 OF THE PLAT OF SONOMA RESORT AT TAPESTRY – PHASE 2A, BEING SOUTH 17°09'14" WEST AS RECORDED IN PLAT BOOK 32, PAGES 3-5 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
2. THERE IS A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE FRONTAGE OF ALL ROAD RIGHT-OF-WAYS AND A 5.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR OF ALL LOTS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.
3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED 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.
4. ALL LOT CORNERS AND CHANGES IN DIRECTION OF LOTS AND TRACTS SHALL BE MONUMENTED BY A 1/2" IRON ROD AND CAP STAMPED "ASM LB 6393" SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE SHOWN.
5. ALL LINES WITHIN THIS PLAT WHICH INTERSECT CURVILINEAR LOT LINES ARE RADIAL UNLESS OTHERWISE DENOTED AS NON-RADIAL(NR).
6. TRACT 2E (OPEN SPACE) AND TRACT L (PRIVATE ROADWAY) SHALL BE OWNED AND MAINTAINED BY SONOMA RESORT AT TAPESTRY HOMEOWNERS' ASSOCIATION, INC.
7. THE PLAT OF SONOMA RESORT AT TAPESTRY – PHASE 2C IS SUBJECT TO THE CONDITIONS SET FORTH IN THE MASTER DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR SONOMA AT TAPESTRY AS RECORDED IN OFFICIAL RECORDS BOOK 4350, PAGE 1272, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND ANY SUPPLEMENT AND/OR AMENDMENTS THERETO.
8. ALL RECORDING INFORMATION SHOWN HEREON IS REFERENCING THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

⊡	=	SET 4"x4" CONCRETE MONUMENT (PRM LB 6393) (UNLESS OTHERWISE NOTED)
⊙	=	SET NAIL AND DISK, STAMPED PCP "LB 6393" IN ACCORDANCE WITH CHAPTER 177.91(7), FLORIDA STATUTES (UNLESS OTHERWISE NOTED)
R	=	RADIUS
Δ	=	CENTRAL ANGLE (DELTA)
CH	=	CHORD DISTANCE
CB	=	CHORD BEARING
DE	=	DRAINAGE EASEMENT
DUE	=	DRAINAGE AND UTILITY EASEMENT
L	=	ARC LENGTH
LB	=	LICENSED BUSINESS
ORB	=	OFFICIAL RECORDS BOOK
(NR)	=	NON-RADIAL
(OA)	=	OVERALL
PC	=	POINT OF CURVATURE
PCC	=	POINT OF CONTINUED CURVATURE
PG	=	PAGE(S)
PI	=	POINT OF INTERSECTION
PNT	=	POINT OF NON-TANGENCY
PRC	=	POINT OF REVERSE CURVATURE
PRM	=	PERMANENT REFERENCE POINT
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
PT	=	POINT OF TANGENCY
UE	=	UTILITY EASEMENT

VICINITY MAP - NOT TO SCALE



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, SURVEYOR'S NOTES, AND LEGEND
SEE SHEET 2 OF 2 FOR DETAILED VIEW OF PLAT

AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
3191 Maguire Blvd, Suite 200, Orlando, FL 32803 Phone: 407-426-7979
LB#6393 nationalduediligenceservices.com

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.

"FLOOD HAZARD WARNING"

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT OSCEOLA COUNTY AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR USE OF THIS PROPERTY. EVEN MEETING OSCEOLA COUNTY STANDARDS DOES NOT ENSURE ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

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 THE OSCEOLA COUNTY LAND DEVELOPMENT CODE, AND WAS FILED FOR RECORDED ON _____ AT _____

FILE NUMBER _____

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR OSCEOLA COUNTY, FLORIDA

BY _____ D.C.

PLAT BOOK PAGE

SONOMA RESORT AT TAPESTRY - PHASE 2C

DEDICATION

KNOW BY ALL MEN BY THESE PRESENTS, THAT PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES UTILITY EASEMENTS (UE) AND DRAINAGE AND UTILITY EASEMENTS (DUE) SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

BY: PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SIGNATURE _____ DATE 6/23/2023

RANDY JONES VP OF LAND
PRINT NAME TITLE

WITNESSES:

_____ _____
SIGNATURE SIGNATURE

Ruben Pereira Neil Kleparth
PRINT NAME PRINT NAME

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 23 DAY OF June 2023 BY Randy Jones, AS VP of Land OF PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, (HE) SHE IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 23 DAY OF June, 2023

_____
Genevieve M. LaBuda
PRINT NAME
MY COMMISSION NUMBER IS: HH218159

GENEVIEVE M. LABUDA
Commission # HH 218159
Expires January 20, 2026

MY COMMISSION EXPIRES: January 20, 2026

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER CERTIFIES THAT I HAVE PREPARED THE FOREGOING PLAT AND IT 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 STATUES, AND THAT SAID LAND IS LOCATED IN THE CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

SIGNED: _____ DATED 06/22/2023

E. GLENN TURNER, PSM FLORIDA REGISTRATION NO. 5643
AMERICAN SURVEYING AND MAPPING, INC.
REGISTRATION NUMBER LB NO. 6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803 (407) 426-7979

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

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

_____ 6/27/23
SIGNATURE DATE

John Hunlies
PRINT

PROFESSIONAL SURVEYOR AND MAPPER
REPRESENTING THE CITY OF KISSIMMEE

FLORIDA REGISTRATION NO. 6367

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.

_____
MAYOR/COMMISSIONER

_____
CITY MANAGER

DRC# SR-23-0003

SONOMA RESORT AT TAPESTRY - PHASE 2C

SHEET 2 OF 2

PLAT BOOK	PAGE

A REPLAT OF TRACT FD-2 OF THE PLAT OF SONOMA RESORT AT TAPESTRY - PHASE 2A AS RECORDED IN PLAT BOOK 32 PAGES 3 THROUGH 5 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SITUATED WITHIN SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.



Plat Boundary – Curve Table					
Curve #	Radius	Delta	Chord	Chord Bearing	Length
C1	25.00'	94°33'17"	36.73'	S72°43'05"E	41.26'
C2	25.00'	86°23'44"	34.23'	N19°00'59"E	37.70'
C3	174.00'	05°25'01"	16.44'	N64°55'22"E	16.45'
C4	1474.00'	03°55'42"	101.04'	N69°35'43"E	101.06'

Line Table		
Line #	Direction	Length
L2	N36°01'48"W	20.72'
L3	N42°19'48"E	83.32'
L4	N16°07'30"E	79.83'
L5	N60°05'10"W	208.32'
L6	N39°30'47"W	95.28'
L7	N35°22'20"W	77.27'
L8	N35°13'27"W	23.28'
L9	S35°13'27"E	5.45'
L10	S35°22'20"E	76.52'
L11	S39°30'47"E	90.92'
L12	S60°05'10"E	211.72'
L13	S69°25'32"E	10.19'

Lot/Tract/Easement Table – Curve Table					
Curve #	Radius	Delta	Chord	Chord Bearing	Length
C1	416.00'	43°51'56"	310.77'	S46°47'01"E	318.49'
C2	50.00'	85°52'13"	68.12'	S25°46'53"W	74.94'
C3	140.00'	41°24'09"	98.98'	N37°51'18"E	101.17'
C4	25.00'	16°31'02"	7.18'	N66°48'54"E	7.21'
C5	166.00'	1°23'10"	4.02'	N57°51'48"E	4.02'
C6	114.00'	41°24'09"	80.60'	N37°51'18"E	82.38'
C7	114.00'	9°48'11"	19.48'	N53°39'17"E	19.51'
C8	114.00'	31°36'00"	62.08'	N32°57'14"E	62.87'
C9	166.00'	40°01'00"	113.60'	N37°09'44"E	115.94'
C10	24.00'	85°52'13"	32.70'	N25°46'53"W	35.97'
C11	76.00'	85°52'13"	103.54'	N25°46'53"W	113.90'
C12	76.00'	61°08'17"	77.30'	N38°08'51"W	81.10'
C13	76.00'	24°43'56"	32.55'	N04°47'16"E	32.81'
C14	442.00'	7°20'19"	56.57'	S65°02'50"E	56.61'
C15	442.00'	6°16'31"	48.39'	S58°14'25"E	48.41'
C16	442.00'	5°14'14"	40.39'	S52°29'02"E	40.40'
C17	442.00'	1°02'17"	8.01'	S49°20'47"E	8.01'
C18	442.00'	1°51'49"	14.38'	S47°53'44"E	14.38'
C19	442.00'	4°24'41"	34.02'	S44°45'29"E	34.03'
C20	442.00'	6°16'31"	48.39'	S39°24'52"E	48.41'
C21	442.00'	6°17'47"	48.55'	S33°07'44"E	48.57'
C22	442.00'	1°21'35"	10.49'	S29°18'02"E	10.49'
C23	442.00'	3°10'48"	24.53'	S27°01'50"E	24.53'
C24	25.00'	42°15'04"	18.02'	N46°33'58"W	18.44'
C25	25.00'	94°33'17"	36.73'	N72°43'05"W	41.26'
C26	442.00'	43°16'33"	325.97'	S47°04'43"E	333.85'
C27	390.00'	44°32'07"	295.57'	S46°26'56"E	303.14'
C28	572.00'	9°06'06"	90.77'	S65°38'38"E	90.86'

AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
3191 Maguire Blvd, Suite 200, Orlando, FL 32803 Phone: 407-426-7979
LB#6393 nationalduediligenceservices.com

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, SURVEYOR'S NOTES, AND LEGEND
SEE SHEET 2 OF 2 FOR DETAILED VIEW OF PLAT

PERFORMANCE GUARANTEE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE and
PARK SQUARE ENTERPRISES, LLC

THIS AGREEMENT is entered into this 6 day of July, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church St. Kissimmee, Florida 34741, (the "**City**"), and **PARK SQUARE ENTERPRISES, LLC,** a Florida Limited Liability Company, whose principal business address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811.

WITNESSETH

WHEREAS, PARK SQUARE ENTERPRISES, LLC is the developer of Sonoma Resort At Tapestry – Phase 2C – SR#23-0003, Parcel 07-25-29-2167-0001-FD20, located in the City of Kissimmee, Florida; and

WHEREAS, PARK SQUARE ENTERPRISES, LLC, submitted subdivision site improvement plans which included plans for infrastructure, landscape and recreational amenities for Sonoma Resort At Tapestry – Phase 2C which were approved by the City of Kissimmee; and

WHEREAS, Pursuant to City Land Development Code 14-3-43, Subdivision Site Improvements, before a Plat is signed by the Mayor, all applicants shall be require to complete, all the street, sewer and other improvements, including lot improvements on the individual lots of the subdivision as required in this chapter, specified in the final subdivision plat, and as approved by the City Commission, and to dedicate the public improvements to the city free and clear of all liens and encumbrances on the property and public improvements thus dedicated; and

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

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

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

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

2. **Performance Guarantees.**

A. PARK SQUARE ENTERPRISES, LLC provided the City a performance guarantee in the form of a Performance Bond # 4531521 in the amount of six hundred forty thousand, nine hundred forty-six and 16/100 ($640,946.16), which is equal to 125% of the total cost of construction.

B. The Performance Bond was obtained from a surety bonding company authorized to do business in the state. The bond is payable to the City, in an amount sufficient to cover the entire cost of installing all contracted improvements, as estimated by subdivider and approved by the City Engineer. The duration of the bond shall be until such time as the improvements are accepted by the City in accordance with City Code.

3. **Time Limits.** The parties agree that the deadline for the completion of all required improvements, is one year from the date of final plat approval.

4. **Failure to Complete Improvements.** If any portion of the required bonded subdivision improvements shall fail to be accepted for dedication in accordance with City specifications as shown on the City approved engineering plans, within the allocated time period, either for reason of incompletion or for reason of substandard construction, then the City shall declare the security that has been pledged as a guarantee to be forfeited. The City shall use the security to finance the completion of contracted improvements or the rebuilding of such improvements to the proper specifications. Unused portions of these securities shall be returned to the sub-divider, as may be appropriate.

5. **Certificate of Occupancy**. The parties acknowledge and understand that the City shall not issue any certificate of occupancy for any residential or non-residential building in the subdivision until such time as all the landscape and recreational amenities and any other required subdivision improvements are constructed and accepted by the City in accordance with development standards.

6. **Agreement Binding Upon Successors**. This Agreement shall be binding upon and extend to the successors and assigns of the respective parties hereto.

7. **Venue**. Venue for any action arising under this Agreement or any amendment or renewal shall be in the Osceola County, Florida.

8. **Florida Law**. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Florida.

9. **Authority**. The individuals executing this Agreement on behalf of PARK SQUARE ENTERPRISES, LLC represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of their respective company.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____day of _____, 2023.

CITY OF KISSIMMEE

_____
Olga Gonzalez, Mayor - Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality.

_____
City Attorney

PARK SQUARE ENTERPRISES, LLC

_____
Print Name: Suresh Gupta
Title: Manager

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ✓physical presence or ___online notarization this 6 day of July, 2023, by Suresh Gupta, as Manager of PARK SQUARE ENTERPRISES, LLC who is personally known to me or has produced identification.

Notary Seal:

JUDITH K. COMBS
MY COMMISSION # HH 111611
EXPIRES: May 10, 2025
Bonded Thru Notary Public Underwriters

Notary: _____
Print Name: Judith Combs
My Commission Expires: 5/10/25

SUBDIVISION BOND

Bond No.: 4531521 Principal Amount: $640,946.16

KNOW ALL MEN BY THESE PRESENTS, that we **PARK SQUARE ENTERPRISES** as Principal, and Great American Insurance Company a Ohio Corporation as Surety, are held and firmly bound unto **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, as Obligee, in the penal sum of **six hundred forty thousand, nine hundred forty-six and 16/100 (Dollars) ($640,946.16),** lawful money of the United States of America, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has agreed to construct in **Sonoma Resort at Tapestry Phase 2C** Subdivision, in City of Kissimmee, Florida the following improvements:

All approved and required subdivision improvements for Sonoma Resort at Tapestry Phase 2C (DRC# SR-23-003)

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

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

Signed, sealed and dated, this 30th day of June, 2023.

Park Square Enterprises, LLC
Principal

By: Suresh Gupta-Manager

Great American Insurance Company
Surety

By: William Reidinger, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. 4531521

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William Reidinger	20 N Martingale Rd, Suite 100 Schaumburg, IL 60173	$100,000,000.00

Principal: Park Square Enterprises, LLC
Obligee: City of Kissimmee

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of June, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30th day of June, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of June, 2023.

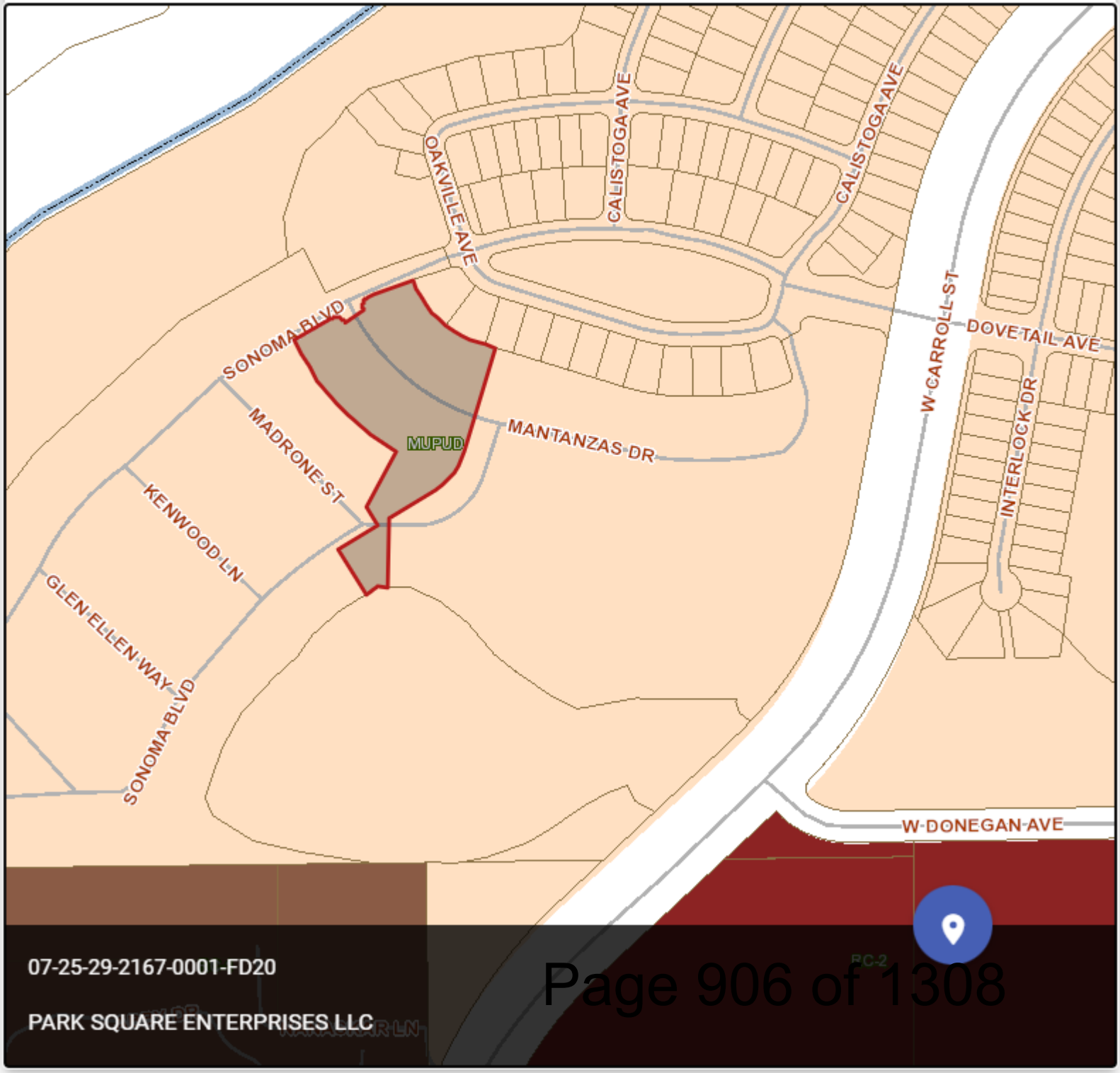
GREAT AMERICAN INSURANCE COMPANY CORPORATE SEAL OHIO

Assistant Secretary

S1194E (05/20)

Map View

DRC# SR-23-0003 Sonoma Resort at Tapestry, Phase 2C



ITEM 7.U

A Resolution authorizing the subordination of utility interests in Nine Parcels to the Florida Department of Transportation

Request

Approval of the resolution authorizing the Mayor to execute and deliver subordination of utility interests of Nine Parcels to the Florida Department of Transportation (FDOT)

Explanation

The City was contacted by FDOT and was made aware of several City of Kissimmee easements along the I-4 corridor which fall within the limits of a future FDOT project. These easements were likely part of the former City Water and Sewer Department's utility services in the western part of the county. FDOT has requested the City execute and deliver the subordination of utility interests for each of those easements.

Recommendation

Staff recommends the City Commission to approve the resolution authorizing the Mayor to execute and deliver the subordination of utility interests of nine parcels to FDOT.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) Resolution F.P. NO. 431456-1
2. (S)106.06 Subordination
3. (S)109.02 Subordination
4. (S)114.05 Subordination
5. (S)115.04 Subordination
6. (S)125.08 Subordination
7. (S)126.04 Subordination
8. (S)127.03 Subordination
9. (S)128.03 Subordination
10. (S)810.03 Subordination
11. 106.06 Easement
12. 106 RW MAP SHEET
13. 109.02 Easement
14. 109 RW MAP SHEET
15. 114.05 Easement
16. 114 RW MAP SHEET
17. 115.04 Easement
18. 125.08 Easement
19. 125 RW MAP SHEET
20. 126.04 Easement
21. 126 RW MAP SHEET
22. 127.03 Easement
23. 127 RW MAP SHEET

24. 128.03 Easement
25. 810.03 Easement
26. 810 RW MAP SHEET

UTL05-04/19
June 29, 2023
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO.	106.06 109.02 114.05 115.04 125.08 126.04 127.03 128.03 134.05 810.03
SECTION	92130
F.P. NO.	431456-1
STATE ROAD	400
COUNTY	OSCEOLA

R E S O L U T I O N #_____

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400, Section No. 92130, F.P. No. 431456-1, in Osceola County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Kissimmee, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Kissimmee, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by _____, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF OSCEOLA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Kissimmee, Florida, at a meeting held on the _____ day of _____, _____.

_____
Mayor - Commissioner

_____
City Clerk
City of Kissimmee, Florida

Approved as to form and legality:

_____

23-UTL04/19
November 8, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 106.06
SECTION 92130
F.P. NO. 431456-1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 106 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

"PARCEL 3

PARCEL1-C, REUNION VILLAGE 1C, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGES 100 THROUGH 103, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA."

(BEING a portion of the lands described in Official Records Book 4787, Page 1442, of the Public Records of Osceola County, Florida.)

Also known as; a portion of Tract R-7, Lot 191, Lot 192, and Lot 193, REUNION VILLAGE PHASE 4 & 5, according to the plat thereof as recorded in Plat Book 31, Pages 75 through 83, Public Records of Osceola County, Florida.

DESCRIBED AS FOLLOWS:

COMMENCE at a 5"x5" concrete monument stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 25-27 26-27 33 34 3 4", marking the Southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 00°06'59" East along the East line of the Southeast 1/4 of said Section 33, a distance of 2603.17 feet to the intersection with the existing Southeasterly Limited Access Right of Way Line of State Road 400, as shown on said map; thence departing said East line, run North 40°08'34" East along said Southeasterly Limited Access Right of Way Line, a distance of 2464.55 feet to the POINT OF BEGINNING; thence continue North 40°08'34" East along said Southeasterly Limited Access Right of Way, a distance of 1051.87 feet to the intersection with the North line of Parcel 1-C, Reunion Village 1C, Plat Book 16, Pages 100 through 103, Public Records of Osceola County, Florida; thence departing said Southeasterly Limited Access Right of Way Line, run the following three courses along said North line; thence North 73°38'02" East, a distance of 87.08 feet; thence South 84°10'28" East, a distance of 55.58 feet; thence North 85°24'09" East, a distance of 1.27 feet; thence departing said North line, run South 40°08'34" West along a line 94.87 feet Southeast of and parallel to said Limited Access Right of Way Line, a distance of 69.54 feet; thence North 49°51'26" West, a distance of 68.87 feet; thence South 40°08'34" West along a line 26.00 feet Southeast of and parallel to said Limited Access Right of Way Line, a distance of 110.96 feet; thence North 49°51'55" West, a distance of 13.22 feet; thence South 40°53'34" West, a distance of 976.31 feet to the POINT OF BEGINNING.

TOGETHER WITH all rights of ingress, egress, light, air and view between the Grantor's remaining property and any facility constructed on the above described property.

CONTAINING 11,665 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-La Orlando II, LLLP, Water, Wastewater, and Reclaimed Water System Developer's Service Agreement in a favor of City of Kissimmee, a municipal corporation recorded in ORB 2307, Page 131;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE

PRINT/TYPE NAME:_____

_____
SIGNATURE LINE

PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____

_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 6, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 109.02
SECTION 92130
F.P. NO. 431456-1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 109 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

A portion of Lots 1 and 2, Block 1, Magnolia Creek, as recorded in Plat Book 12, Pages 70 through 79, of the Public Records of Osceola County, Florida, Sections 27 and 34, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 4788, Page 1218, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a 5”x5” concrete monument with a 2.5” brass disk stamped “JONES WOOD GENTRY RLS 1585 RLS 1819 T25S 2 7/34 R27E”, marking the Southwest corner of the Southeast 1/4 of Section 27, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 89°58’19” West, along the South line of the Southwest 1/4 of said Section 27, a distance of 268.84 feet; thence departing said South line, run North 40°08’34” East, a distance of 6.27 feet to the intersection with the North line of Parcel 1-C, Reunion Village 1C, Plat Book 16, Pages 100 through 103, Public Records of Osceola County, Florida and the POINT OF BEGINNING; thence the following three courses along said North line; thence South 85°24’09” West, a distance of 1.27 feet; thence North 84°10’28’ West, a distance of 55.58 feet; thence South 73°38’02” West, a distance of 87.08 feet to the intersection with the Southeasterly Limited Access Right of Way Line of State Road 400, as shown on said map; thence departing said North line, run North 40°08’34” East along said Limited Access Right of Way Line, a distance of 318.15 feet; thence departing said Limited Access Right of Way Line, run South 49°51’26” East, a distance of 18.00 feet; thence South 40°08’34” West along a line 18.00 feet Southeast of and parallel to said Limited Access Right of Way Line, a distance of 72.78 feet; thence South 49°51’26” East, a distance of 76.87 feet; thence South 40°08’34” West along a line 94.87 feet Southeast of and parallel to said Limited Access Right of Way Line, a distance of 140.51 feet to the POINT OF BEGINNING.

TOGETHER WITH all rights of ingress, egress, light, air and view between the Grantor’s remaining property and any facility constructed on the above described property.

CONTAINING 18,694 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-La Orlando II, LLLP, Water, Wastewater, and Reclaimed Water System Developer's Service Agreement in a favor of City of Kissimmee, a municipal corporation recorded in ORB 2307, Page 131;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 6, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 114.05
SECTION 92130
F.P. NO. 431456-1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 114 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

ALL OF:

“SITE 10-E

That part of Lot 1, Block 2, of Magnolia Creek as recorded in Plat Book 12, Pages 70 through 79 inclusive of the Public Records of Osceola County, Florida, being more particularly described as follows: Commence at a nail with a disc stamped “J.W.G.” at the Southwest corner of the Northwest Quarter of Section 26, Township 25 South, Range 27 East, Osceola County, Florida; thence North 00°12’14” East along the West line of said section a distance of 960.93 feet; thence North 40°08’34” East a distance of 86.98 feet to the East right-of-way line of County Road 545 (OLD LAKE WILSON ROAD); thence North 40°08’34” East along the southerly Limited Access right-of-way line of State Road 400 (Interstate 4) [Section No. 92130-2401], a distance of 389.42 feet to a point on the North line of the Westerly boundary of Lot 1, Block 2 of Magnolia Creek A Replat of A portion of Florida Fruit And Land Co. as per map or plat thereof recorded in Plat Book 12 Page 70 of the Public Records of Osceola County Florida, thence South 89°58’18” East along said North line of the Westerly boundary of Lot 1, Block 2 a distance of 360.35 feet to a point on the West line of the Westerly boundary of said Lot 1, Block 2; thence South 00°10’57” West along said West line of the Westerly boundary of Lot 1, Block 2 a distance of 229.40 feet to a point on the North line of a parcel of land recorded in Official Record Book 1379, Page 2243 of the Public Records of Osceola County, Florida; thence South 89°49’09” East along said North line a distance of 13.24 feet to a point on a non-tangent curve to the left having a radius of 1214.00 feet, a central angle of 04°55’37” a chord length of 104.36 feet, bearing North 23°36’43” East; thence along the arc of said curve a distance of 104.39 feet to the point of tangency; thence North 21°08’55” East a distance of 103.10 feet to the POINT OF BEGINNING; thence run South 49°51’26” East for a distance of 100.00 feet; thence run North 40°08’34” East for a distance of 40.00 feet; Thence run North 49°51’26” West for a distance of 113.77 feet; thence run South 21°08’55” West a distance of 42.30 feet to the POINT OF BEGINNING.”

(BEING the lands described in Official Records Book 1922, Page 726, of the Public Records of Osceola County, Florida.)

TOGETHER WITH all rights of ingress, egress, light, air and view between the Grantor’s remaining property and any facility constructed on the above described property.

CONTAINING 4,274 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-La Orlando II, LLP, Water, Wastewater and Reclaimed Water System Developer's Service Agreement recorded in ORB 2307, Page 131, in favor of City of Kissimmee;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 6, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 115.04
SECTION 92130
F.P. NO. 431456-1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 115 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

Tract RW-2 of REUNION WEST PHASE 4, according to the plat thereof as recorded in Plat Book 28, pages 113 through 118 of the Public Records of Osceola County, Florida;

DESCRIBED AS FOLLOWS:

Commence at a 5”x5” concrete monument with a 2.5” brass disk stamped “OSCEOLA COUNTY FLORIDA 22/27 T25S R27E 1968”, marking the Northwest corner of the Northeast 1/4 of Section 27, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 89°57’04” East, along the North line of the Northeast 1/4 of said Section 27, a distance of 2597.32 feet to the Northwest corner of Tract RW-2 of REUNION WEST PHASE 4, according to the plat thereof as recorded in Plat Book 28, pages 113 through 118 of the Public Records of Osceola County, Florida, as shown on said Right of Way Map; thence continue South 89°57’04” East along said North line a distance of 15.25 feet to the Northeast corner of said Tract RW-2 as shown on said Right of Way Map for a POINT OF BEGINNING; thence departing said North line run South 00°11’56” West along the East line of said Tract RW-2 a distance of 448.19 feet to the Southeast corner of said Tract RW-2 as shown on said Right of Way Map; thence North 89°48’04” West along the South line of said Tract RW-2 a distance of 11.55 feet; thence departing said South line run North 00°52’03” West a distance of 212.36 feet to a point on the West line of said Tract RW-2 as shown on said Right of Way Map; thence North 00°15’37” East along said West line a distance of 235.83 feet to the POINT OF BEGINNING.

CONTAINING 6,498 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-La Orlando II, LLP, Water, Wastewater and Reclaimed Water System Developer’s Service Agreement recorded in ORB 2307, Page 131, in favor of City of Kissimmee;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or

require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

723-UTL04/19
December 9, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 125.08
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 125 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

A portion of Parcel G-1, Reunion Palmer & Watson Golf Phase 1, as recorded in Plat Book 20, Pages 162 and 163, of the Public Records of Osceola County, Florida, lying in Section 26, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 3071, Page 2344, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped “BSA LB 1221”, marking the Southwest corner of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 89°59’33” East, along the South line of the Southwest 1/4 of said Section 26, a distance of 61.78 feet to a point on the existing East Right of Way Line of said County Road 545 as shown on said map; thence departing said South line, run the following three courses along said East Right of Way Line; thence North 00°12’00” East, a distance of 1491.30 feet; thence South 89°43’37” East, a distance of 4.70 feet to a point on a non-tangent curve concave Easterly and having a radius of 11385.00 feet and the POINT OF BEGINNING; thence from a tangent bearing of North 00°08’34” East, run Northerly 597.52 feet along the arc of said curve, through a central angle of 03°00’25” to the intersection with the North line of Parcel G-1, Reunion Palmer & Watson Golf Phase 1, Plat Book 20, Pages 162 and 163, Public Records of Osceola County, Florida; thence departing said East Right of Way Line, run North 88°21’59” East along said North line, a distance of 35.12 feet to a point on a non-tangent curve concave Easterly and having a radius of 11350.00 feet; thence from a tangent bearing of South 03°09’52” West, run Southerly 598.61 feet along the arc of said curve, 35.00 East of and concentric to said East Right of Way Line, through a central angle of 03°01’19”; thence North 89°51’26” West, a distance of 35.00 feet to the POINT OF BEGINNING.

CONTAINING 20,932 square feet, more or less;

LESS the following described parcel:

Commence at a nail and disk stamped “BSA LB 1221”, marking the Southwest corner of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 89°59’33” East, along the South line of the Southwest 1/4 of said Section 26, a distance of 61.78 feet to a point on the existing East Right of Way Line of said County Road 545 as shown on said map; thence departing said South line, run the following

three courses along said East Right of Way Line; thence North 00°12’00” East, a distance of 1491.30 feet; thence South 89°43’37” East, a distance of 4.70 feet to a point on a non-tangent curve concave Easterly and having a radius of 11385.00 feet; thence from a tangent bearing of North 00°08’34” East, run Northerly 597.52 feet along the arc of said curve, through a central angle of 03°00’25” to the intersection with the North line of Parcel G-1, Reunion Palmer & Watson Golf Phase 1, Plat Book 20, Pages 162 and 163, Public Records of Osceola County, Florida and the POINT OF BEGINNING; thence departing said East Right of Way Line, run North 88°21’59” East along said North line, a distance of 18.50 feet to a point lying 100.00 feet Easterly of, as measured perpendicular to, the West line of the aforesaid Southwest 1/4 of said Section 26 and the Centerline of Survey of County Road 545 as shown on said Right of Way Map; thence departing said North line of Parcel G-1 run South 00°12’04” West parallel to said West line a distance of 96.02 feet; thence North 89°47’56” West a distance of 23.00 feet to a point on the aforesaid existing Easterly Right of Way Line of said County Road 545 and a point on a curve concave Easterly and having a radius of 11385.00 feet; thence from a tangent bearing of North 02°40’08” East run Northerly a distance of 95.53 feet along the arc of said curve and along said existing Easterly Right of Way Line through a central angle of 00°28’51” to the POINT OF BEGINNING.

CONTAINING 1,991 square feet, more or less.

CONTAINING a net total area of 18,941 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-LA Orlando II, LLLP, Water, Wastewater and Reclaimed Water System Developer’s Service Agreement in favor of the City of Kissimmee, a municipal corporation recorded in ORB 2307, Page 131;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the

F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 9, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 126.04
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 126 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

Tract F and a portion of Tract G, Reunion Phase 1, Parcel 2, as recorded in Plat Book 14, Page 144, of the Public Records of Osceola County, Florida, lying in Section 26, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 1977, Page 922, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped “BSA LB 1221”, marking the Southwest corner of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 89°59’33” East, along the South line of the Southwest 1/4 of said Section 26, a distance of 61.78 feet to a point on the existing East Right of Way Line of said State Road 545 as shown on said map; thence departing said South line, run the following five courses along said East Right of Way Line; thence North 00°12’00” East, a distance of 1491.30 feet; thence South 89°43’37” East, a distance of 4.70 feet to a point on a non-tangent curve concave Easterly and having a radius of 11385.00 feet; thence from a tangent bearing of North 00°08’34” East, run Northerly 597.52 feet along the arc of said curve, through a central angle of 03°00’25” to the intersection with the South line of Tract F, Reunion Phase 1, Parcel 2, Plat Book 14, Pages 144 through 148, Public Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along said curve, 273.13 feet along the arc of said curve, through a central angle of 01°22’28” to a point on a non-tangent curve concave Westerly and having a radius of 10074.00 feet; thence from a tangent bearing of North 04°47’10” East, run Northerly 65.95 feet along the arc of said curve, through a central angle of 00°22’30” to the intersection with the North line of aforesaid Tract F; thence departing said East Right of Way Line, run North 90°00’00” East along said North line, a distance of 20.06 feet to a point on a non-tangent curve concave Westerly and having a radius of 10094.00 feet; thence from a tangent bearing of South 04°24’09” West, run Southerly 67.53 feet along the arc of said curve, 20.00 feet East of and concentric to said East Right of Way Line, through a central angle of 00°23’00” to a point on a non-tangent curve concave Easterly and having a radius of 11365.00 feet; thence from a tangent bearing of South 04°31’27” West, run Southerly 63.23 feet along the arc of said curve, 20.00 feet East of and concentric to said East Right of Way Line, through a central angle of 00°19’08” to the Northwest corner of Tract G of aforesaid Plat; thence North 88°21’59” East along said North line, a distance of 15.08 feet to a point on a non-tangent curve concave Easterly and having a radius of 11350.00 feet; thence departing said North line, from a tangent bearing of South 04°12’48” West, run Southerly 207.74 feet along the arc of said curve, 35.00 East of and concentric to said East

Right of Way Line, through a central angle of 01°02’55” to the intersection with the South line of said Tract G; thence South 88°21’59” West along the South line of said Tracts F and G, a distance of 35.12 feet to the POINT OF BEGINNING.

CONTAINING 9,892 square feet, more or less;

LESS the following described parcel:

Commence at a nail and disk stamped “BSA LB 1221”, marking the Southwest corner of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 89°59’33” East, along the South line of the Southwest 1/4 of said Section 26, a distance of 61.78 feet to a point on the existing East Right of Way Line of said State Road 545 as shown on said map; thence departing said South line, run the following five courses along said East Right of Way Line; thence North 00°12’00” East, a distance of 1491.30 feet; thence South 89°43’37” East, a distance of 4.70 feet to a point on a non-tangent curve concave Easterly and having a radius of 11385.00 feet; thence from a tangent bearing of North 00°08’34” East, run Northerly 597.52 feet along the arc of said curve, through a central angle of 03°00’25” to the intersection with the South line of Tract F, Reunion Phase 1, Parcel 2, Plat Book 14, Pages 144 through 148, Public Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along said curve, 273.13 feet along the arc of said curve, through a central angle of 01°22’28” to a point on a non-tangent curve concave Westerly and having a radius of 10074.00 feet; thence from a tangent bearing of North 04°47’10” East, run Northerly 14.73 feet along the arc of said curve, through a central angle of 00°05’02” to a point lying 100.00 feet Easterly of, as measured perpendicular to, the West line of the aforesaid Southwest 1/4 of said Section 26 and the Centerline of Survey of County Road 545 as shown on said Right of Way Map; thence departing said curve and said existing Easterly Right of Way Line run South 00°12’04” West parallel to said West line a distance of 286.66 feet to a point on the aforesaid South line of Tract F, Reunion Phase 1, Parcel 2; thence South 88°21’59” West along said South line a distance of 18.50 feet to the POINT OF BEGINNING.

CONTAINING 2,831 square feet, more or less.

CONTAINING a net total area of 7,061 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-LA Orlando II, LLLP, Water, Wastewater and Reclaimed Water System

Developer's Service Agreement in favor of the City of Kissimmee, a municipal corporation recorded in ORB 2307, Page 131;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 6, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 127.03
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 127 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

A portion of Lots 1 and 2, Block 2, Magnolia Creek, as recorded in Plat Book 12, Pages 70 through 79, of the Public Records of Osceola County, Florida, lying in Section 26, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 4788, Page 1218, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped “BSA LB 1221”, marking the Southwest corner of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 89°59’33” East, along the South line of the Southwest 1/4 of said Section 26, a distance of 61.78 feet to a point on the existing East Right of Way Line of said State Road 545 as shown on said map; thence departing said South line, run the following five courses along said East Right of Way Line; thence North 00°12’00” East, a distance of 1491.30 feet; thence South 89°43’37” East, a distance of 4.70 feet to a point on a non-tangent curve concave Easterly and having a radius of 11385.00 feet; thence from a tangent bearing of North 00°08’34” East, run Northerly 870.65 feet along the arc of said curve, through a central angle of 04°22’54” to a point on a non-tangent curve concave Westerly and having a radius of 10074.00 feet; thence from a tangent bearing of North 04°47’10” East, run Northerly 191.61 feet along the arc of said curve, through a central angle of 01°05’23” to the POINT OF BEGINNING; thence continue along said curve, 69.65 feet along the arc of said curve, through a central angle of 00°23’46”; thence departing said East Right of Way Line, run South 86°41’59” East, a distance of 8.00 feet to a point on a non-tangent curve concave Westerly and having a radius of 10082.00 feet; thence from a tangent bearing of South 03°18’01” West, run Southerly 69.71 feet along the arc of said curve, 8.00 East of and concentric to said East Right of Way Line, through a central angle of 00°23’46”; thence North 86°17’32” West, a distance of 8.00 feet to the POINT OF BEGINNING.

CONTAINING 557 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-LA Orlando II, LLLP, Water, Wastewater and Reclaimed Water System Developer’s Service Agreement in favor of the City of Kissimmee, a municipal corporation recorded in ORB 2307, Page 131;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 6, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 128.03
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 128 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

ALL OF:

Tract I of Reunion West Phase 1 West and Amenities Center, a Replat, according to the plat thereof as recorded in Plat Book 24, Page 75, of the Public Records of Osceola County, Florida.

(BEING a portion of the lands described in Official Records Book 4754, Page 2530, of the Public Records of Osceola County, Florida.)

CONTAINING 0.621 acres, more or less.

RECORDED

Easement in favor of City of Kissimmee recorded in ORB 1614, Page 2605;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL04/19
December 7, 2022
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 810.03
SECTION 92130
F.P. NO. 431456 1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 810 **SECTION 92130**
PERPETUAL EASEMENT **F.P. NO. 431456-1**

THAT PART OF:

A portion of Lot 1, Block 1, Magnolia Creek, as recorded in Plat Book 12, Pages 70 through 79, of the Public Records of Osceola County, Florida, Section 34, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 4788, Page 1218, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a 5”x5” concrete monument with 2.5” brass disk stamped “JONES WOOD GENTRY RLS 1585 RLS 1819 25-27 26-27 33 34 3 4”, marking the Southwest corner of Section 34, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 00°06’59” East along the West line of the Southwest 1/4 of said Section 34, a distance of 2603.18 feet to the intersection with the Southeasterly Limited Access Right of Way Line of State Road 400, as shown on said map; thence departing said East line, run North 40°08’34” East along said Southeasterly Limited Access Right of Way Line, a distance of 1625.19 feet to the POINT OF BEGINNING; thence continue North 40°08’34” East along said Southeasterly Limited Access Right of Way Line, a distance of 81.91 feet; thence departing said Southeasterly Limited Access Right of Way Line, run South 49°51’26” East, a distance of 16.00 feet; thence South 40°08’34” West along a line 16.00 Southeast of and parallel to said Southeasterly Limited Access Right of Way Line, a distance of 81.91 feet; thence North 49°51’26” West, a distance of 16.00 feet to the POINT OF BEGINNING.

CONTAINING 1,311 square feet, more or less.

RECORDED

Water, Wastewater and Reclaimed Water System Developer’s Service Agreement in favor of City of Kissimmee recorded in ORB 2307, Page 131

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the

F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 810.03
SECTION 92130
F.P. NO. 431456 1
PAGE 5

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By: _____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

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

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. **OTHER CAPITAL AND UTILITY CHARGES.** In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant
George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Jaworski - Acting
Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ ORANGE

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

Deena Jacobs
Signature of Person Taking Acknowledgment

DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd



EXHIBIT "A"
Property Description
and Location Map

COPY

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89°53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

CORNER DATA

CORNER	DESCRIPTION
COR10-1	FND 4"X4" CM W/ N&D "PRM LB 6393"
COR10-2	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-3	FND 4"X4" CM W/ N&D "PRM LB 6393"
COR10-4	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-5	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-6	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-7	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-8	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-9	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-10	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-11	FND 4"X4" CM W/ DISK "PRM LB 6393"

LINE DATA

LINE	BEARING	DISTANCE
L10-1	N74°20'53"E	37.26'(F) 37.30'(P)
L10-2	N76°34'17"E	48.52'(F) 48.57'(P)
L10-3	N71°40'02"E	48.63'(F) 48.57'(P)
L10-4	N66°52'25"E	43.30'(F) 43.20'(P)
L10-5	S84°10'28"E	55.58'(F) 55.64'(P)
L10-6	N85°24'09"E	49.99'(F) 50.03'(P)
L10-7	S80°53'48"E	15.83'(F) 15.84'(P)
L10-8	S66°27'35"E	45.54'(F) 45.57'(P)
L10-9	S47°31'46"E	24.92'(F) 24.87'(P)
L10-10	S74°51'01"E	28.82'(F) 28.76'(P)
L10-11	S43°10'36"E	18.28'(F) 18.34'(P)
L10-12	S20°31'55"E	8.78'(F) 8.88'(P)
L10-13	S31°20'59"E	110.08'(F) 110.04'(P)
L10-14	S09°26'29"E	56.27'(F) 56.21'(P)
L10-15	S40°03'43"E	44.20'(F) 44.18'(P)
L10-16	S30°53'21"E	36.21'(F) 36.18'(P)
L10-17	N60°00'39"W	26.72'(F) 26.76'(P)
L10-18	N32°14'46"W	36.05'(F) 36.10'(P)
L10-19	N52°43'51"W	15.77'(F) 15.73'(P)
L10-20	N47°41'22"W	53.11'(F)(P)
L10-21	N61°06'58"W	56.58'(F) 56.51'(P)
L10-22	S49°51'56"E	373.10'(F) 373.21'(P)

LINE DATA

LINE	BEARING	DISTANCE
L10-23	S40°08'34"W	110.96'(C)
L10-24	S40°08'34"W	69.54'(C)
L10-25	S40°07'54"W	78.01'(C)(P)
L10-26	N81°41'43"E	26.99'(C)(P)
L10-27	N41°17'22"E	115.71'(C) 116.06'(P)
L10-28	N31°20'59"W	106.68'(C)

POINT DATA

POINT	STATION	OFFSET
PT1	69+65.10	162.78' RT(C)
PT2	69+65.10	176.00' RT(C)
PT3	70+76.06	176.00' RT(C)
PT4	70+76.06	244.87' RT(C)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C10-1	68°32'24"(F) 68°35'45"(P)	50.00'(F)(P)	59.81'(F) 59.86'(P)	56.31'(F) 56.35'(P)	N25°17'16"W
C10-2	160°31'44"(F)(P)	50.00'(F)(P)	140.09'(F)(P)	98.56'(F)(P)	S40°07'48"E
C10-3	70°31'44"(F)(P)	25.00'(F)(P)	30.77'(F)(P)	28.87'(F)(P)	S85°07'48"E
C10-4	34°19'54"(F)	370.00'(F)(P)	221.70'(F)	218.40'(F)	S32°42'00"E
C10-5	39°21'37"(C)(P)	310.00'(C)(P)	212.96'(C)(P)	208.80'(C)(P)	N59°47'15"E
C10-6	39°20'09"(C)(P)	75.00'(C)(P)	51.49'(C)(P)	50.49'(C)(P)	N59°47'59"E
C10-7	250°31'44"(C)(P)	50.00'(C)(P)	218.63'(C)(P)	81.65'(C)(P)	S14°36'14"E
C10-8	70°31'44"(C) 70°31'47"(P)	25.00'(C)(P)	30.77'(C)(P)	28.87'(C)	S75°23'46"W
C10-9	88°49'07"(C)(P)	25.00'(C)(P)	38.75'(C) 38.76'(P)	34.99'(C)(P)	S04°16'39"E
C10-10	40°24'21"(C)(P)	30.00'(C)(P)	21.16'(C)(P)	20.72'(C)(P)	N61°29'33"E
C10-11	66°15'03"(C) 66°14'50"(P)	30.00'(C)(P)	34.69'(C)(P)	32.79'(C)(P)	N08°09'51"E

SHEET 38 FOR CONTINUATION

SEE SHEET 38 FOR CONTINUATION

SEE SHEET 39 FOR CONTINUATION

SEE DETAIL "A"

SEE DETAIL "B" ON SHEET 43

REUNION WEST 17TH & 18TH FAIRWAYS PHASE 2
PB 27, PGS 12-13

REUNION WEST FAIRWAYS 17 AND 18, A REPLAT
PB 25, PGS 71-75

REUNION WEST VILLAGES NORTH
PB 16, PGS 23-31

MAGNOLIA CREEK
PB 12, PGS 70-79

REUNION VILLAGE PHASE 4 & 5
PB 31, PGS 75-83

VILLAS AT REUNION SQUARE
PB 19, PGS 151-156

TRACT R-1

TRACT O-1

TRACT LD-7

TRACT LD-8

TRACT S-6 GOLDEN BEAR DRIVE PRIVATE

TRACT S-4 TRADITION BOULEVARD PRIVATE

TRACT G-1 (17TH HOLE)

TRACT G-4

TRACT B

TRACT S-2 TRADITION BOULEVARD PRIVATE

TRACT R-7

TRACT RP-6

TRACT RW-5

TRACT RP-11

TRACT OS-13

TRACT FD-2

TRACT FD-3

TRACT C-1

LOT 1

LOT 2

SECTION 34

SECTION 27

SECTION 34, TOWNSHIP 25 SOUTH, RANGE 27 EAST

SECTION 27, TOWNSHIP 25 SOUTH, RANGE 27 EAST

LA R/W LINE

SOUTH LINE OF THE SW 1/4 OF SECTION 27

EXISTING LA R/W LINE PER F.P. 403497-2

EXISTING LA R/W LINE PER SECTION 92130-2402

SR 400 (INTERSTATE 4)

SURVEY

EASEMENT LEGEND

E1 = EASEMENT AGREEMENT ORB 3420, PG 1070 (BLANKET)

E2 = CITY OF KISSIMMEE EASEMENT ORB 2307, PG 133 (BLANKET)

E3 = WATER AGREEMENT EASEMENT ORB 2950, PG 2299 (BLANKET)

EASEMENT NOTE: ALL LOTS IN REUNION WEST VILLAGES NORTH (PB 16, PGS 23-31) ARE SUBJECT TO A 10' WIDE PRIVATE DRAINAGE AND UTILITY EASEMENT PARALLEL AND CONTIGUOUS TO THE FRONTAGE OF EACH LOT WHICH ABUTS ANY STREET OR ALLEY AND A 5' WIDE PRIVATE DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LOT LINES.

EASEMENT NOTE: 46' WIDE AIRSPACE AGREEMENT TO REUNION EAST COMMUNITY DEVELOPMENT DISTRICT DATED DECEMBER 19, 2003 AS SHOWN PER FDOT R/W MAP OF SR 400, SECTION 92130-2402

THIS MAP IS NOT A SURVEY

STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE 11/12/19	REVISION	BY	DATE	REVISION	BY	DATE	PRELIM	P.MCANALLY	11/15/2017	FED. PROJ. D518-083-B	SECTION 92130	MAPS PREPARED BY: GEODATA CONSULTANTS, INC.	DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
		FOR DEPUTY SURVEYOR					REMOVE PART B FR P106	W.MURPHY	1/18/23	FINAL	P. deVIVERO	11/12/2019	STATE ROAD NO. 400 (INTERSTATE 4)	OSCEOLA COUNTY		SCALE: 1" = 100
										CHECKED	R. HOLLAND	11/12/2019	F.P. NO. 431456-1	SHEET 12 OF 52		

PARCEL 106

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

For Recording Purposes Only

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Jaworski - Acting

Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14 ,2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

CORNER DATA

CORNER	DESCRIPTION
COR10-1	FND 4"X4" CM W/ N&D "PRM LB 6393"
COR10-2	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-3	FND 4"X4" CM W/ N&D "PRM LB 6393"
COR10-4	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-5	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-6	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-7	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-8	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-9	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-10	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR10-11	FND 4"X4" CM W/ DISK "PRM LB 6393"

LINE DATA

LINE	BEARING	DISTANCE
L10-1	N74°20'53"E	37.26'(F) 37.30'(P)
L10-2	N76°34'17"E	48.52'(F) 48.57'(P)
L10-3	N71°40'02"E	48.63'(F) 48.57'(P)
L10-4	N66°52'25"E	43.30'(F) 43.20'(P)
L10-5	S84°10'28"E	55.58'(F) 55.64'(P)
L10-6	N85°24'09"E	49.99'(F) 50.03'(P)
L10-7	S80°53'48"E	15.83'(F) 15.84'(P)
L10-8	S66°27'35"E	45.54'(F) 45.57'(P)
L10-9	S47°31'46"E	24.92'(F) 24.87'(P)
L10-10	S74°51'01"E	28.82'(F) 28.76'(P)
L10-11	S43°10'36"E	18.28'(F) 18.34'(P)
L10-12	S20°31'55"E	8.78'(F) 8.88'(P)
L10-13	S31°20'59"E	110.08'(F) 110.04'(P)
L10-14	S09°26'29"E	56.27'(F) 56.21'(P)
L10-15	S40°03'43"E	44.20'(F) 44.18'(P)
L10-16	S30°53'21"E	36.21'(F) 36.18'(P)
L10-17	N60°00'39"W	26.72'(F) 26.76'(P)
L10-18	N32°14'46"W	36.05'(F) 36.10'(P)
L10-19	N52°43'51"W	15.77'(F) 15.73'(P)
L10-20	N47°41'22"W	53.11'(F)(P)
L10-21	N61°06'58"W	56.58'(F) 56.51'(P)
L10-22	S49°51'56"E	373.10'(F) 373.21'(P)

SHEET 38 FOR CONTINUATION

SEE SHEET 38 FOR CONTINUATION

LINE DATA

LINE	BEARING	DISTANCE
L10-23	S40°08'34"W	110.96'(C)
L10-24	S40°08'34"W	69.54'(C)
L10-25	S40°07'54"W	78.01'(C)(P)
L10-26	N81°41'43"E	26.99'(C)(P)
L10-27	N41°17'22"E	115.71'(C) 116.06'(P)
L10-28	N31°20'59"W	106.68'(C)

POINT DATA

POINT	STATION	OFFSET
PT1	69+65.10	162.78' RT(C)
PT2	69+65.10	176.00' RT(C)
PT3	70+76.06	176.00' RT(C)
PT4	70+76.06	244.87' RT(C)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C10-1	68°32'24"(F) 68°35'45"(P)	50.00'(F)(P)	59.81'(F) 59.86'(P)	56.31'(F) 56.35'(P)	N25°17'16"W
C10-2	160°31'44"(F)(P)	50.00'(F)(P)	140.09'(F)(P)	98.56'(F)(P)	S40°07'48"E
C10-3	70°31'44"(F)(P)	25.00'(F)(P)	30.77'(F)(P)	28.87'(F)(P)	S85°07'48"E
C10-4	34°19'54"(F)	370.00'(F)(P)	221.70'(F)	218.40'(F)	S32°42'00"E
C10-5	39°21'37"(C)(P)	310.00'(C)(P)	212.96'(C)(P)	208.80'(C)(P)	N59°47'15"E
C10-6	39°20'09"(C)(P)	75.00'(C)(P)	51.49'(C)(P)	50.49'(C)(P)	N59°47'59"E
C10-7	250°31'44"(C)(P)	50.00'(C)(P)	218.63'(C)(P)	81.65'(C)(P)	S14°36'14"E
C10-8	70°31'44"(C) 70°31'47"(P)	25.00'(C)(P)	30.77'(C)(P)	28.87'(C)	S75°23'46"W
C10-9	88°49'07"(C)(P)	25.00'(C)(P)	38.75'(C) 38.76'(P)	34.99'(C)(P)	S04°16'39"E
C10-10	40°24'21"(C)(P)	30.00'(C)(P)	21.16'(C)(P)	20.72'(C)(P)	N61°29'33"E
C10-11	66°15'03"(C) 66°14'50"(P)	30.00'(C)(P)	34.69'(C)(P)	32.79'(C)(P)	N08°09'51"E

EASEMENT LEGEND

- (E1) = EASEMENT AGREEMENT ORB 3420, PG 1070 (BLANKET)
- (E2) = CITY OF KISSIMMEE EASEMENT ORB 2307, PG 131 (BLANKET)
- (E3) = WATER AGREEMENT EASEMENT ORB 2950, PG 2299 (BLANKET)

Scale: 1" = 100'

MAGNOLIA CREEK PB 12, PGS 70-79

REUNION WEST 17TH & 18TH FAIRWAYS PHASE 2 PB 27, PGS 12-13

REUNION WEST FAIRWAYS 17 AND 18, A REPLAT PB 25, PGS 71-75

REUNION WEST VILLAGES NORTH PB 16, PGS 23-31

REUNION VILLAGE PHASE 4 & 5 PB 31, PGS 75-83

VILLAS AT REUNION SQUARE PB 19, PGS 151-156

SECTION 34, TOWNSHIP 25 SOUTH, RANGE 27 EAST

SECTION 27, TOWNSHIP 25 SOUTH, RANGE 27 EAST

SEE DETAIL "B" ON SHEET 43

SEE DETAIL "A"

SEE SHEET 39 FOR CONTINUATION

DETAIL "A" (NOT TO SCALE)

THIS MAP IS NOT A SURVEY

STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY — DATE 11/12/19 — FOR DISTRICT SURVEYOR

REVISION	BY	DATE
REMOVE PART B FR P106	W.MURPHY	1/18/23

	BY	DATE
PRELIM	P.MCANALLY	11/15/2017
FINAL	P. deVIVERO	11/12/2019
CHECKED	R. HOLLAND	11/12/2019

FED. PROJ. D518-083-B — SECTION 92130

STATE ROAD NO. 400 (INTERSTATE 4) — OSCEOLA COUNTY

F.P. NO. 431456-1 — SHEET 12 OF 52

MAPS PREPARED BY: GEODATA CONSULTANTS, INC.

DATA SOURCE: SEE GENERAL NOTES ON SHEET 1

SCALE: 1" = 100

PARCEL 109

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant
George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Laworski - Acting
Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

NOTARY PUBLIC
DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast h/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

OSCEOLA COUNTY FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT FOR ROADWAY IMPROVEMENTS OF COUNTY ROAD 545 (BRIDGE)

THIS FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into this ____ day of _____, 2003, by and between GINN–LA Orlando Ltd., LLLP, a Georgia limited liability limited partnership ("Ginn-LA") whose address is 215 Celebration Place, Suite 200, Celebration, Florida, 34747 (sometimes referred to as "Owner"), and OSCEOLA COUNTY, a political subdivision of the State of Florida, whose address for the purposes of this Agreement is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Owner controls the fee simple title to certain real property located in Osceola County, Florida, and more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Property) which Property is subject to that certain Development Order for Reunion Resort & Club of Orlando Development of Regional Impact as amended (hereinafter referred to as the "Project").

WHEREAS, notwithstanding the terms of the Development Order for the Project, the County and the Owner agree that the Owner has requested that the County cooperate with the construction of certain improvements as follows:

(i) South County Road 545 Improvements. Owner intends to construct a bridge over CR 545 (sometimes referred to as "Old Lake Wilson Road") to serve the Project and this improvement may be referred to as the "Roadway Improvements."

WHEREAS, the Owner and the County each warrant and represent to each other that they have full power and authority to enter into this Agreement; they have taken all necessary actions and obtained all necessary approvals to enter into this Agreement; this Agreement has been duly executed and delivered by them and constitutes the legal, valid and binding obligations of them, and this Agreement and the performance of the terms and conditions of this Agreement do not conflict with, and is not prohibited or limited by any agreement, contract or instrument to which they are a party or by which they are bound, or any statute, law, ordinance, rule and regulations applicable to them or by which they are bound; and

WHEREAS, the parties hereto have negotiated the terms, conditions and provisions of this Agreement at arm's length, have each made certain representations and have determined to rely upon the respective promises and covenants set forth herein.

LARRY WHALEY 25P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003227512 OR 2393/825
HGP Date 12/02/2003 Time 10:14:18

- # 116547 v10

NOW, THEREFORE, the Owner and the County in consideration of the promises and the benefits to them respectively, the rights and obligations of the parties as set forth in the commitments, covenants, promises, agreements and conditions of this Agreement, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference and form a material part of this Agreement upon which the parties have relied.

Section 2. Notice of Intent to Construct Roadway Improvements. Owner shall separately notify the County of its intent to commence design, permitting and thereafter, construction of the Roadway Improvements (the "Owner Notice") provided the County enters into this Agreement. The Owner shall have the right to commence the design, permitting and construction of the Roadway Improvements in the manner set forth in this Agreement.

Section 3. Design Contract for Roadway Improvements. In order to accomplish the Roadway Improvements by the timeframes set forth in that schedule labeled Exhibit B, which is attached hereto and incorporated herein, the Owner shall enter into a contract or contracts (hereinafter referred to as the "Design Contract"), with a qualified engineer or engineering firm (hereinafter referred to as the "Design Engineer"), said firm shall be qualified to design roadway in accordance with Osceola County and Florida Department of Transportation criteria, for the design and permitting of the Roadway Improvements with the following terms and conditions:

(a) The Design Contract: (i) shall set forth the full scope of work to be performed by the Design Engineer in connection with the right-of-way surveying, the design, permitting and construction of the applicable individual component of the Roadway Improvements, (ii) shall provide for the completion of the design of the applicable Roadway Improvements in accordance with Section 4 herein below and the permitting of the applicable Roadway Improvements in accordance with Section 5 hereinbelow, (iii) shall provide that all plans and permits prepared or obtained pursuant to the Design Contract shall be the property of the County, and (iv) shall meet all other applicable requirements of the County.

(b) The Owner shall award and enter into such other contracts for the design and permitting of the Road Improvements with such other contractors, subcontractors, suppliers and professional service providers as shall be reasonably necessary to complete the roadway design in substantial conformity with the approved plans and specifications.

(c) The Design Contract shall include coverage of both the County and the Owner by means of warranties, guaranties, liabilities, indemnifications, covenants, bonds and insurance that are reasonably acceptable to the County and the Owner and typically run to a party to a road improvement design contract. Said warranties, guaranties, liabilities, indemnifications, covenants, bonds and insurance being in a form, in an amount and with a copy reasonably satisfactory to the County, as provided in the provisions attached hereto as Exhibit "C". The County shall be deemed a third-party beneficiary to the Design Contract.

(d) In the event of default or breach by Owner or Owner's inability to perform, the Design Contract shall provide that the County may, but shall not be required to, assume the contractual position of Owner and exercise all rights and privileges governed by the Design Contract and upon request by the County, Owner shall cause all of the rights and privileges to be assigned to the County.

Section 4. Design of Roadway Improvements. The design of the Roadway Improvements shall comply with the requirements of the County's Engineer including, but not limited to, limited traffic and transportation studies, geotechnical studies, typical cross sections, design standards, median cuts, turn lanes, acceleration and deceleration lanes, intersection improvements, utility relocation, traffic control devices and drainage retention facilities. The design of the Roadway Improvements shall take into account (a) the topography and conditions of the property, (b) conditions and limitations resulting from any environmentally sensitive or protected lands adjacent thereto and (c) the drainage retention facilities for the applicable Roadway Improvements, including, but not limited to, any relocation, modification or expansion of existing facilities and shall be designed so as to minimize, consistent with sound and generally accepted engineering and safety standards as set forth in the FDOT Green Book, the amount of the property required for same and so as not to unreasonably interfere with the contemplated development of private property. The Design Engineer shall provide all preliminary designs, working drawings and other information to the County's Engineer as reasonably requested and shall fully participate in the County's public involvement programs for major projects, if applicable.

Section 5. Permits Approvals and Easements for Roadway Improvements.

5.1 Permits and Approvals. Owner, through the Design Engineer, shall also be responsible for obtaining all necessary licenses, permits and approvals for the construction of the Roadway Improvements (the "Permits and Approvals") in accordance with the final plans approved by the County and all other governmental agencies having jurisdiction over the proposed Roadway Improvements Improvements (the "Approved Plans"). Owner shall cause the Design Engineer to diligently pursue and obtain the Permits and Approvals as soon as reasonably possible after acknowledgment of the Approved Plans for the individual components of the Roadway Improvements by the County.

5.2 Right-of-Way Utilization Permit. The County and the Owner acknowledge that for the Owner to construct the Roadway Improvements in accordance with the Approved Plans in the County's right-of-way that a right-of-way utilization permit will be necessary. In addition, Owner must provide the County with written documentation demonstrating that all companies with utilities that are located within the right-of-way have acknowledged and have accepted the Roadway Improvements, and Owner must provide the County with a utility relocation plan addressing all utilities and relocation costs for the County's approval. Once all information has been provided to the County as set forth herein, including the performance bonds required in Section 6.1 and 6.2, the County agrees to grant to Owner a right-of-way utilization permit to allow construction in that area of the County's right-of-way as shown as needed by the Approved Plans.

5.3 Maintenance Easement for Bridge Inside the Right-of-Way. It is the understanding of the parties that the Owner will maintain the bridge being placed through the County's right-of-way as part of the Roadway Improvements. The County agrees to grant to the Owner an easement to allow permanent placement of the bridge on the condition Owner provides maintenance on the bridge and agrees to maintain a minimum of $5,000,000.00 liability insurance, naming the County as an additional insured, to cover any losses or claims relative to the Roadway Improvements, and further provided that Owner agrees to defend and indemnify the County ("Bridge Maintenance Easement"). Further, County shall retain the right to perform maintenance on the bridge itself to the extent maintenance is necessary on such bridge to ensure safety and viability of the County's road facilities located in the County's right-of-way.

5.4 Maintenance Easement for Bridge Outside the Right-of-Way. It is the understanding of the parties that Owner will maintain those portions, if any, of the bridge being placed outside of the County's right-of-way in conjunction with the Roadway Improvements. The Owner agrees to grant to the County an easement to allow the County the right of ingress and egress to perform maintenance on those portions of the bridge located outside the right-of-way, if any, in the event the Owner fails to adequately perform such maintenance.

5.5 Timing on Conveyance of Easements. The County and the Owner agree that the easements as set forth in Sections 5.2 through 5.4 above shall be prepared, fully executed and recorded in the Public Records of Osceola County, Florida within ninety (90) days of the Approved Plans becoming final and shall be in a form acceptable to the County.

5.6 Bridge Pier Guardrail. Owner shall post a performance bond, or other form of surety acceptable to the County, for the cost of installation of a guardrail along the bridge pier on the east side of County Road 545. The guardrail shall be installed by the Owner at such time as deemed necessary by the County in accordance with the standards and procedures set forth in Section 4 above. Upon installation of the guardrail the performance bond shall be released and terminated.

Section 6. Construction of Roadway Improvements. Owner shall be responsible for the selection of: (a) the construction contractor to serve as the general contractor and construction manager (the "Contractor") for the construction of the Roadway Improvements, and (b) such other consultants including, but not limited to, surveyors, environmental consultants and other consultants and subcontractors, as Owner deems reasonably necessary to properly complete construction of the Roadway Improvements. The final selection and employment of the Contractor and such other consultants shall be at the Owner's sole discretion. Owner shall enter into a written contract with the Contractor (the "Construction Contract"). The Construction Contract: (i) shall set forth the full scope of work to be performed by the Contractor in construction of the Roadway Improvements in accordance with the Permits and Approvals and Approved Plans; (ii) shall provide that the County right-of-way shall not be subject to any construction or other liens as a result of the construction of the Roadway Improvements and that Contractor shall indemnify the County and Owner from and against all loss, cost or damage caused by the imposition of such lien; (iii) shall require Contractor to agree not to permit the utilization of hazardous or toxic substances in constructing the Roadway Improvements except as would be used in the normal course of such construction; (iv) shall require Contractor to carry a public liability insurance, builder's risk insurance, worker's compensation coverage and such other coverages and in such amounts as is reasonably requested by Owner and in accordance with the provisions of Exhibit "D" attached hereto, considering the nature of the Project. Such policies shall name the County as an additional insured. In addition, the Contractor shall agree that in the event of a default or breach by Owner under the Construction Contract or Owner's inability to otherwise perform under the Construction Contract, the County may elect to assume (by written notice to the Contractor) the contractual position of Owner and to exercise all Owner's rights and privileges under the Construction Contract. The County shall be deemed a third-party beneficiary to the Construction Contract. Owner shall provide to the County a Maintenance Bond in the amount of 15% of the cost of the Roadway Improvements for a period of one (1) year from the date of completion of the Roadway Improvements.

Section 7. Completion of Construction Documentation. Owner shall be responsible for the payment of the Roadway Improvements costs. Upon completion of construction of the Roadway Improvements in substantial conformity with the Permits, Approvals and Approved Plans and written acceptance thereof by the County Engineer, Owner shall provide written notice of the same to the County along with the following information (the "Completion Notice"):

(a) "As-built" drawings and certifications by the Design Engineer and Contractor that the Roadway Improvements have been constructed and completed in substantial conformity with the Permits and Approvals and Approved Plans; and

(b) A contractor's final affidavit and lien waiver evidencing the payment in full of the Contractor and all sub-contractors providing labor or materials for the construction of the Roadway Improvements.

(c) The 15% Maintenance Bond in a form acceptable to the County as referenced in Section 6.

Section 8. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereafter adopted.

Section 9. Notices.

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the County:
County Manager Osceola County Services Building
County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

With copies to:
County Engineer, Chris Crowe, P.E.
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

For the Owner:
GINN - LA Orlando Ltd., LLLP
c/o R. Randolph Lyon
The GINN Development Company
215 Celebration Place, Suite 200
Celebration, Florida 34747

With copies to:
Paul H. Chipok, Esq.
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, Florida 32802-3068

(b) Any of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement is solely for the benefit of the parties hereto, and their successors and assigns, and no right, nor any cause of action shall accrue to or for the benefit of any third party.

Section 12. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Owner shall have a right to assign or partially assign to the Reunion Community Development District, Owner's obligation to design and construct the Roadway Improvements by delivery to the County of a written Assignment of the obligation executed by Owner and acknowledged by the Reunion Community Development District.

Section 13. County's Obligation. This Agreement shall not be deemed to pledge the credit of the County nor to make the County a co-venturer or partner of the Owner.

Section 14. Failure to Complete Roadway Improvements. Should the Owner fail to complete construction of the Roadway Improvements and obtain final acceptance of said improvements from the County in the manner and as provided herein, the County reserves the right to declare this Agreement void, in addition to any other rights and remedies available under Florida law.

Section 15. Applicable Law/Venue/Remedies/Waiver of Jury Trial.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Ninth Judicial Circuit in and for Osceola County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between any of the parties hereto regarding the subject matter of this Agreement, they each agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute

cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. Each party shall be responsible for its own attorney's fees and costs in the event of such dispute.

(d) By their execution hereof, each party hereto hereby knowingly, voluntary and intentionally agrees to waive its right to jury trial in connection with any dispute arising from this Agreement.

Section 16. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 17. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same of any other objection of performance incumbent upon that party. Failure on the party of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law or in equity.

Section 18. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal party in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or construction of meaning of this Agreement.

Section 19. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 20. Further Assurances. The Owner agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and

proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

Section 21. Curative Periods. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 22. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

Section 23. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 24. Interpretation. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver of fulfillment of any condition or development arising from the County Comprehensive Plan or the Land Development Code of the County is intended and none shall be implied from the terms of this Agreement, unless specifically referenced herein.

Section 25. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

OWNER:

GINN - LA ORLANDO Ltd., LLLP, a Georgia limited liability limited partnership

By: GINN-Orlando GP, LLC, a Georgia limited liability company, its General Partner

Adele M. Moscaritolo
Witness Signature

Adele M. Moscaritolo
Printed Name

Xabier Guerricagoitia
Witness Signature

XABIER GUERRICAGOITIA
Printed Name

By: R. Randolph Lyon Jr.
Name: R. RANDOLPH LYON JR.
Its: SR. VICE-PRESIDENT

Dated: 16th OCTOBER 2003

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 16th day of October, 2003, by R. Randolph Lyon, Jr., as Sr. Vice President of GINN-Orlando GP, LLC, a Georgia limited liability company, its General Partner, for GINN - LA ORLANDO Ltd., LLLP, a Georgia limited liability limited partnership. He/She is personally known to me or produced _____ as identification.

Elaine C James
My Commission CC901505
Expires February 23, 2004

Elaine C James
(Print Name) Elaine C. James
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

OSCEOLA COUNTY, FLORIDA, a Political subdivision of the State of Florida

Witness Signature

DELORES T. WHALEY
Printed Name

Witness Signature

Marilyn J. Kirne
Printed Name

By: _____
Name: Paul Owen
Its: Chairman

Dated: 11-17-03

ATTEST:

Tammy Ross
As County Clerk for Osceola County
Name: Tammy Ross

APPROVED AS FORM AND LEGALITY for the use and reliance by Osceola County, Florida, only.

Dated: 11.17.03
By: _____

STATE OF FLORIDA
COUNTY OF Osceola

Personally appeared before me, the undersigned authority, Paul Owen Chairman and Tammy Ross, personally known to me to be the Chairman & Deputy Clerk of Osceola County, Florida, and acknowledges before me that he/she executed the foregoing instrument on behalf of Osceola County, as its true and act and deed, and that they were duly authorized to do so.

Witness my hand and official seal this 20th day of November, 2003.

DEBRA A. DAVIS
Notary Public, State of Florida
My comm. exp. Nov. 18, 2006
Comm. No. DD 154196

Debra A. Davis
(Print Name) Debra A. Davis
NOTARY PUBLIC – STATE OF FLORIDA
Commission No.: DD 154196
Commission Expires: 11/18/2006

- # 116547 v10

CL 2002191105 OR 2142/595

EXHIBIT "A"

CL 2003227512 OR 2393/836

DESCRIPTION: (OVERALL P.U.D. BOUNDARY)

A portion of Lot 1, Block 3, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, and A portion of Lots 9, 10, 11, and 12, Block C, Florida Fruit and Truck Land Company Subdivision being a portion of the West ½ of the West ½ of the southwest ¼ of Section 22, Township 25 South, Range 27 East, Osceola County, Florida being more particularly described as follows:

Begin at a Northeasterly corner of Lot 1, Block 3 of said Magnolia Creek said corner being the North $\frac{1}{4}$ corner of Section 27, Township 25 South, Range 27 East, Osceola County, Florida; thence run S 00°12'22" W, a distance of 1326.57 feet; thence run S 89°58'38" E, a distance of 992.54 feet to a point on the westerly right of way of Interstate 4 (State Road 400), said point being on a non-tangent curve, concave southwesterly, having a radius of 3982.00 feet and a central angle of 04°39'35"; and a chord bearing of S 16°24'27" E, thence run 323.84 feet along the arc of said curve and said right of way line to the point of compound curvature with a curve, concave northwesterly, having a radius of 2006.00 feet and a central angle of 46°34'57"; thence run southwesterly, along the arc of said curve, a distance of 1630.91 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 9906.00 feet and a central angle of 07°38'08"; thence run southwesterly, along the arc of said curve, a distance of 1320.13 feet to a point; thence run S 40°08'26" W, a distance of 505.22 feet; thence run N 89°58'57" W, a distance of 889.31 feet; thence run S 00°12'29" W, a distance of 370.75 feet; thence run S 70°07'18" E, a distance of 187.79 feet; thence run S 89°58'57" E, a distance of 310.95 feet; thence run S 49°51'34" E, a distance of 58.10 feet; thence run S 40°08'26" W, a distance of 3179.37 feet; thence departing said right of way line run N 00°06'57" E, a distance of 246.89 feet; thence run N 89°57'27" W, a distance of 665.03 feet; thence run N 00°06'23" E, a distance of 663.43 feet; thence run N 89°58'08" W, a distance of 664.27 feet; thence run S 00°05'43" W, a distance of 576.61 feet; thence run N 89°56'47" W, a distance of 375.00 feet; thence run S 44°55'32" E, a distance of 343.31 feet; thence run N 71°45'45" W, a distance of 643.72 feet; thence run N 72°33'01" W, a distance of 439.95 feet; thence run N 18°20'04" E, a distance of 86.87 feet; thence run N 71°22'55" W, a distance of 39.44 feet; thence run N 00°05'44" E, a distance of 391.54 feet; thence run S 89°58'08" E, a distance of 509.70 feet; thence run N 00°05'04" E, a distance of 1326.35 feet; thence run N 89°59'28" W, a distance of 651.83 feet; thence run N 00°18'42" E, a distance of 1322.08 feet; thence run N 89°48'47" E, a distance of 1324.10 feet; thence run N 00°04'57" E, a distance of 2618.32 feet; thence run S 89°53'52" E, a distance of 1360.52 feet; thence run N 00°35'44" W, a distance of 1377.27 feet to the Northwesterly corner of said Lot 1, Block 3; thence run N 89°56'40" W, a distance of 11.33 feet to the Southwest corner of Section 22, Township 25 South, Range 27 East and a recovered 5" x 5" Concrete Monument (Jones, Wood, & Gentry); thence run N 00°13'04" E , a distance of 2657.91 feet; thence run S 89°42'36" E, a distance of 214.51 feet; to a non-tangent curve concave Southwest, having a radius of 350.00 feet, and a central angle of 16°44'31", Thence on a chord bearing of S 47°01'09" E, run Southerly along the arc of said curve a distance of 102.27 feet; Thence run S

38°38'54" E, a distance of 599.99 feet, to the East line of the West 1/2, of the West 1/2 of the Southwest 1/4 of Section 22, Township 25 South, Range 27 East, Thence run S 00°13'27" W, along said East line 95.60 feet; Thence leaving said East line run S 38°38'54", E a distance of 114.05 feet to a non-tangent curve, concave to the Southeast, having a radius of 2895.72 feet, and a central angle of 2°10'15", Thence on a chord bearing of S 40°56'42" W run Southerly along the arc of said curve, 109.71 feet, to said East line; Thence run S 00°13'26" W, along said East line, a distance of 1851.86 feet, to the Southeast corner of said Lot 12; thence run S 89°56'40" E, a distance of 1996.39 feet, to the POINT OF BEGINNING.

Containing 699.94 acres more or less.

TOGETHER WITH

A portion of Lots 1, 2, and 3, Block 1, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, and a portion of Block D of Florida Fruit and Truck Land Plat, being a portion of Section 33 Township 25 South Range 27 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 1 of said Magnolia Creek, said point being on the Northerly right of way line of County Road 532; thence along said right of way line run N 89°54'48" W, a distance of 2586.10 feet; thence run N 89°53'57" W, a distance of 2074.96 feet to the point of curvature of a curve, concave northeasterly, having a radius of 2764.93 feet and a central angle of 11°02'00"; thence run northwesterly, along the arc of said curve, a distance of 532.44 feet to the point of tangency thereof; thence run N 78°51'57" W, a distance of 51.20 feet; thence run N 78°51'57" W, a distance of 947.84 feet; thence run N 74°34'36" W, a distance of 200.56 feet; thence run N 78°51'57" W, a distance of 348.29 feet to the Easterly right of way line of Interstate Highway 4 (State Road 400); thence along said right of way run N 30°59'17" E, a distance of 117.43 feet to the point of curvature of a curve, concave southeasterly, having a radius of 5635.58 feet and a central angle of 08°13'10"; thence run northeasterly, along the arc of said curve, a distance of 808.47 feet to a point; thence run S 89°55'31" E, a distance of 279.31 feet; thence run N 40°06'30" E, a distance of 260.92 feet; thence run S 89°53'49" E, a distance of 350.25 feet; thence run N 00°07'04" E, a distance of 375.18 feet; thence run S 41°18'16" W, a distance of 15.00 feet; thence run N 48°41'44" W, a distance of 10.00 feet; thence run N 41°18'16" E, a distance of 26.43 feet; thence run N 00°07'04" E, a distance of 62.00 feet; thence run N 69°17'20" W, a distance of 50.00 feet; thence run N 20°42'40" E, a distance of 10.00 feet; thence run S. 69°17'20" E, a distance of 50.00 feet; thence run N 41°18'16" E, a distance of 62.00 feet; thence run N 00°07'04" E, a distance of 26.43 feet; thence run S 89°52'56" E, a distance of 10.00 feet; thence run S 00°07'04" W, a distance of 15.00 feet; thence run N 41°18'16" E, a distance of 114.89 feet; thence run N 00°07'04" E, a distance of 343.07 feet; thence run N 39°00'29" E, a distance of 23.89 feet; thence run N 00°07'04" E, a distance of 108.75 feet; thence run N 40°08'26" E, a distance of 3835.37 feet; thence run S 49°51'34" E, a distance of 18.00 feet; thence run N 42°53'19" E, a distance of 250.29

feet; thence run N 40°08'26" E, a distance of 340.00 feet to a point on a curve, concave southeasterly, having a radius of 1906.00 feet and a central angle of 13°01'53"; thence run 433.50 feet along the arc of said curve to the point of tangency thereof; thence run N 53°10'19" E, a distance of 1160.02 feet to the point of curvature of a curve, concave northwesterly, having a radius of 1453.00 feet and a central angle of 10°40'19"; thence run northeasterly, along the arc of said curve, a distance of 270.64 feet to the point of tangency thereof; thence run N 42i°30'00" E, a distance of 1102.93 feet; thence run N 42°30'00" E, a distance of 300.44 feet to the Westerly right of way line of County Road 545; thence along said right of way line run S 00°12'04" W, a distance of 203.18 feet; thence run S 00°12'19" W, a distance of 105.47 feet; thence run S 00°12'19" W, a distance of 2562.04 feet; thence run S 00°12'39" W, a distance of 2660.63 feet; thence run S 00°16'21" W, a distance of 1148.90 feet; thence run S 00°16'21" W, a distance of 1301.51 feet to the POINT OF BEGINNING.

Containing 672.6361 acres more or less.

TOGETHER WITH

Lot 3, and a portion of Lots 1 and 2, Block 2, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, being more particularly described as follows:

BEGIN at a point at the Southeast corner of Lot 3, Block 2 of said Magnolia Creek, said point being on the Northerly right of way line of County Road 532, and being a non-tangent curve, concave northwesterly, having a radius of 1810.08 feet and a central angle of 21°05'10"; thence on a chord bearing of S 79°28'51" W and along said right of way, run 666.15 feet along the arc of said curve to the point of tangency thereof; thence run N 89°58'34" W, a distance of 12.49 feet; thence departing said right of way line run N 00°26'04" E, a distance of 463.41 feet; thence run N 89°59'34" W, a distance of 663.76 feet; thence run S 00°23'38" W, a distance of 463.21 feet to the said right of way line; thence run N 89°58'34" W, a distance of 1326.86 feet; thence departing said right of way line run N 00°18'46" E, a distance of 462.81 feet; thence run N 89°59'34" W, a distance of 601.77 feet to the Easterly right of way line of County Road 545 thence along said right of way line run N 00°16'21" E, a distance of 861.37 feet; thence run N 00°16'21" E, a distance of 1126.24 feet; thence run N 00°12'39" E, a distance of 2660.71 feet; thence run N 00°12'19" E, a distance of 1491.43 feet; thence run S 89°47'41" E, a distance of 4.60 feet to a point on a non-tangent curve, concave Easterly, having a radius of 11385.00 feet and a central angle of 04°22'52"; thence on a chord bearing of N 02°19'15" E, thence run 870.56 feet along the arc of said curve, to a point on a non-tangent curve, concave Westerly, having a radius of 10074.00 feet and a central angle of 01°20'50", thence run on a chord bearing of N 03°58'25" E, thence run along the arc of said curve, a distance of 236.90 feet, to a point on a non-tangent curve, concave Westerly, having a radius of 10074.00 feet, and a central angle of 02°47'47", thence run on a chord bearing of N 03°58'25" E, run northerly along the arc of said curve, a distance of 491.42 feet to a point the Southeasterly right of way line of Interstate 4 (State Road 400); thence along said right of way line run N 42°29'32" E, along the south right of way of Interstate Highway 4, (State Road 4, a distance of 307.44 feet, thence run S 89°52'23"E,

a distance of 328.76 feet, thence run N 00°10'47" E, a distance of 388.71 feet; thence run S 89°49'13"E, a distance of 80.60 feet; thence run N 00°10'47"E, a distance of 60.00 feet; thence run N 89°49'13" W, a distance of 67.77 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 3906.00 feet, and a central angle of 03°36'32", thence on a chord bearing of N 22°56'14" E, run along the arc of said curve 246.03 feet; thence leaving said rigth of way line, run S 00°10'09" W, a distance of 1897.64 feet; thence run S 89°54'13" E, a distance of 1666.80 feet; thence run S 00°06'57" W, a distance of 1331.67 feet; thence run S 89°56'59" E, a distance of 1326.84 feet; thence run S 00°06'28" W, a distance of 1330.53 feet; thence run S 00°36'14" W, a distance of 2657.79 feet; thence run S 89°57'42" W, a distance of 659.58 feet; thence run S 00°21'16" W, a distance of 617.40 feet; thence run S 00°21'16" W, a distance of 1715.50 feet to the POINT OF BEGINNING.

Containing 627.1422 acres more or less

TOGETHER WITH

A portion of Lot 1, Block 4, Magnolia Creek, according tot the Plat thereof as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida being more particularly described as follows:

Begin at the Northeast corner of said Lot 1, Block 4; thence run S 00°15'31" W, a distance of 1327.37 feet; thence run N 89°56'39" E, a distance of 809.27 feet to the Northwesterly right of way line of Interstate 4 (State Road 400); thence along said right of way line run S 40°08'26" W, a distance of 607.04 feet; thence departing said right of way line run N 68°40'55" W, a distance of 441.48 feet; thence run N 57°51'13" W, a distance of 402.37 feet; thence run S 00°15'59" W, a distance of 439.41 feet; thence run S 46°55'30" E, a distance of 535.33 feet to said right of way line; thence along said right of way line run S 40°08'26" W, a distance of 565.09 feet; thence run N 49°51'58" W, a distance of 21.00 feet; thence run S 42°52'55" W, a distance of 250.29 feet; thence run S 40°08'02" W, a distance of 339.99 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 9897.00 feet and a central angle of 03°26'07"; thence on a chord bearing of S 41°51'06" W, run 593.39 feet along the arc of said curve to a point; thence departing said right of way line run N 45°51'18" W, a distance of 84.71 feet; thence run N 06°08'28" W, a distance of 120.61 feet; thence run N 06°08'28" W, a distance of 284.18 feet to a point on a non-tangent curve, concave easterly, having a radius of 11533.00 feet and a central angle of 02°00'13"; thence on a chord bearing of N 03°02'30" W, run 403.30 feet along the arc of said curve to a point of reverse curvature with a curve concave westerly, having a radius of 11385.00 feet and a central angle of 04°11'40"; thence on a chord bearing of N 01°56'46" W, run 833.46 feet along the arc of said curve to a point; thence run N 89°44'46" W, a distance of 2.49 feet; thence run N 00°13'54" E, a distance of 1162.67 feet; thence run N 89°56'03" E, a distance of 599.81 feet; thence run N 00°15'21" E, a distance of 663.57 feet; thence run N 89°55'26" E, a distance of 665.50 feet to the POINT OF BEGINNING.

Containing 77.9236 acres MORE OR LESS.

CL 2002191105 OR 2142/599

TOGETHER WITH

CL 2003227512 OR 2393/840

Lot 1, Block 5, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida.

Containing 0.3635 acres more or less.

Total area containing 2,078.00 acres more or less.

EXHIBIT "B"

SCHEDULE OF ROADWAY IMPROVEMENTS

Roadway Element	Anticipated Completion
Bridge across CR 545	June 2004

EXHIBIT "C"

ARTICLE 1.00 – INDEMNIFICATION

(1) The Consultant shall be, and agrees to be and remain, liable for any and all damages, losses, and expenses incurred by the Owner or the County caused by the errors, omissions, negligence, or delay(s) of the Consultant or by any subconsultant(s) and/or subcontractor(s) engaged by the Consultant in providing, performing and furnishing services, work and materials pursuant to this Agreement, and for any and all damages, losses and expenses to the County arising out of the Consultant's performance of any of his obligations contained in this Agreement and Amendment(s) thereto.

(2) To the fullest extent permitted by law, the Consultant shall be liable and agrees to be liable for and shall indemnify, defend and hold the Owner and the County, their respective officers, directors, agents and employees, harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Consultant's errors, omissions, negligence, or delay(s), or those of any and all subconsultants and/or subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendment(s) thereto. The Consultant shall not be liable to nor indemnify the Owner or the County for any portion of damages arising out of the gross negligence of the County, its employees, agents or representatives. Notwithstanding anything in this Article 1.00 to the contrary, the aggregate liability of Consultant under this Article 1.00 for the indemnification of Owner and County, their respective officers, directors, agents and employees, shall not exceed the greater of (a) the price for the work to be paid to Consultant under this Agreement, or (b) Ten Million Dollars ($10,000,000.00).

ARTICLE 2.00 – INSURANCE COVERAGES

2.01 GENERAL REQUIREMENTS

(1) The Consultant shall obtain and maintain such insurance as will protect him from: (a) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws: (b) claims for damages because of bodily injury, occupational sickness or disease or death of his employees, including claims insured by usual personal injury liability coverage; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and (d) from claims for injury to or destruction of tangible property, including loss of use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the Consultant, his employees, or by any subconsultant(s),

subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinafter shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. All policies shall be underwritten by companies legally registered and authorized to do business in the State of Florida.

(3) The Consultant shall require, and shall be responsible for ensuring, throughout the time this Agreement is in effect, that any and all of his subconsultants and/or subcontractors obtain and maintain, until the completion of that subconsultant's and/or subcontractor's work, such of the insurance coverages described in Paragraph 2.02 as are required by law to be provided on behalf of their employees and others.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

2.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The Consultant, within fourteen (14) calendar days from execution of this Agreement, shall submit to the Owner and County all such insurance certificates and related documentation as are required under this Agreement. Failure of the Consultant to submit such certificates and documents within the required time shall be considered cause for the Owner to cancel this Agreement and rescind its actions to engage the Consultant. Before the Owner shall provide the Consultant with written Notice to Proceed, and before the Consultant shall commence any service or work pursuant to the requirements of this Agreement, the Consultant shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the Consultant shall have submitted to the Owner and County certificates of all such insurance coverages as provided above.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Owner and County and licensed in the State of Florida.

(3) Each Certificate of Insurance shall be submitted to the Owner and County in triplicate.

(4) Each Certificate of Insurance shall specifically include all of the following:

(a) The name and type of policy and coverages provided;

(b) The amount of limit applicable to each coverage provided;

(c) The date of expiration of coverage;

(d) The designation of the Owner and Osceola County Board of County Commissioners as an additional insured and a certificate holder to the extent of their interests under the Agreement. (This requirement may be excepted for professional liability insurance and for worker's compensation insurance); and

(e) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for professional liability insurance).

(5) The following clause must appear on the Certificate of Insurance and the present Cancellation Clause appearing on the Certificate of Insurance must be "X'd" out and be initialed by the Agent of the Insurer: "Cancellation – Should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by regular mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the descried policies."

(6) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the Owner and County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance. Further, each Certificate of Insurance shall include a waiver of subrogation in favor of Owner, County, and their respective officers, directors, employees and agents.

(7) If the initial, or any subsequently issued, Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Owner and County triplicate renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Owner and County with such renewal certificate(s) shall be considered justification for the Owner to terminate this Agreement.

2.03 INSURANCE COVERAGES REQUIRED

The Consultant shall obtain and maintain the following insurance coverages on an "occurrence" basis as provided hereinbefore, and in the type, amounts, and in conformance with the following minimum requirements:

(1) Worker's compensation coverage for all employees as may be required by applicable state and federal laws. In addition, the policy must include the following:

(a) Employer's liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000.00 for each accident, whichever limit is greater.

(b) Notice of Cancellation and/or Restriction – the policy must be endorsed to provide the Owner and County with thirty (30) days prior written notice of cancellation and/or restriction.

(2) Comprehensive general liability coverage which shall remain in effect until one (1) year after completion of work and must include the following:

(a) Minimum limits of $100,000.00 per occurrence and $300,000.00 aggregate for bodily injury liability and a minimum limit of $100,000.00 for property damage liability or a minimum combined single limit of $300,000.00.

(b) Contractual coverage applicable to this specified Agreement, including any hold harmless, and/or such indemnification agreement.

(c) Such additional requirements as are set forth in Article 2.00 and Paragraphs 2.01 and 2.02 hereinabove.

(3) Comprehensive automobile liability coverage must be afforded on a form no more restrictive than the latest edition of the County's Comprehensive Automobile Liability Policy on file with the Office of Risk Management and must include the following:

(a) A minimum combined single limit of $1,000,000.00, aggregate amount.

(b) Such additional requirements as are set forth in Article 2.00 and Paragraphs 2.01 and 2.02 hereinabove.

(c) Should the professional liability insurance policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Owner shall hold the Consultant responsible and liable for any such differences of the amount of coverage provided by the insurance policy.

EXHIBIT "D"

ARTICLE 3.00 – INSURANCE

3.01 CONTRACTOR'S LIABILITY INSURANCE

(1) The Contractor shall purchase and maintain at all times during the term of this Agreement such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor or sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

(e) Claims for damages, other than to the work itself, because of injury to employment of such person by the Contractor or by any other person, or destruction of tangible property, including loss of use resulting therefrom; and

(f) Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Subparagraph (1) of Paragraph 3.01 shall be written for not less than any limits of liability specified in the Contract Document or required by law, whichever is greater.

(3) The insurance required by Subparagraph (1) of Paragraph 3.01 shall include contractual liability insurance applicable to the Contractor's indemnity obligations.

(4) Certificates of Insurance acceptable to the Owner shall be submitted to the County contact person prior to Contractor commencement of the work. These

Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner and the County. In the event an insurance company sends notice that any insurance policy is to be canceled, the Contractor will, prior to the date set for cancellation in said notice, purchase and maintain complete coverage under the same terms and conditions of the prior policy. If the Contractor fails to obtain a policy, the Owner may, but is not required to, purchase such policy and charge all costs associated therewith to the Contractor by use of a unilateral change order issued by Owner. If the Owner is damaged by the Contractor's failure to obtain or maintain such insurance, then the Contractor shall pay all damage costs reasonably attributed thereto.

(5) The Contractor shall furnish the Owner and the County with satisfactory proof (Certificate of Insurance) of carriage of the insurance required. Certificates of Insurance shall show as "additional insureds" the Owner and Osceola County, Florida, as their interests appear. The Contractor shall furnish Certificates of Insurance in triplicate form, with the Project's name and Project's Owner's name stated on the Certificate, which shall be submitted prior to the beginning of onsite operations. All applicable policies of insurance shall contain a waiver of subrogation in favor of Owner and County, and their respective agents, directors, officers and employees.

(6) Within thirty (30) days of providing Certificates of Insurance, Contractor shall provide to Owner copies of the insurance policies evidenced by the Certificates of Insurance.

(7) The Contractor's liability insurance shall be in companies acceptable to the Owner and County, and shall contain provisions satisfactory to the Owner and County.

(8) Contractors Liability Insurance Limit Requirements – The contractors liability insurance limit requirements for the insurance listed below are as follows:

(a)	Worker's compensation Employer's liability	Statutory Limits $100,000
(b)	Contractor's public liability endorsed to include "XU" coverage:	$1,000,000
	(i) Bodily injury on an occurrence basis	$100,000 - $500,000
	(ii) Property damage on an occurrence basis	$500,000 - $500,000

(c)	Automobile public liability:		
	(i)	Bodily injury on an occurrence basis	$250,000 - $500,000
	(ii)	Property damage	$100,000 - $100,000
(d)	Excess umbrella liability		$5,000,000

(9) All umbrella insurance shall be noted to be "following form" and shall be no more restrictive than is required of underlying coverage.

(10) The Owner shall be notified thirty (30) days prior to expiration, cancellation or reduction in coverage of any insurance policy.

3.03 PROPERTY INSURANCE

(1) The Contractor shall purchase and maintain builders risk insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief.

(2) The Contractor shall purchase and maintain general liability insurance to protect Owner against any claims arising during or from this project.

(3) Any loss insured under Subparagraph (1) of Paragraph 3.03 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of Subparagraph (6) of Paragraph 3.03. The Contractor shall pay each affected subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his sub-subcontractors in similar manner.

(4) If the Contractor requests in writing that insurance for risks other than those described in Subparagraph (1) of Paragraph 3.03 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(5) The Owner, the County, and Contractor waive all rights against (a) each other and the subcontractors, sub-subcontractors, agents and employees of the other, and (b) separate contractors, if any, and their subcontractors, sub-subcontractors,

agents and employees for damages to the extent covered by insurance obtained pursuant to this Paragraph 3.03 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. The Owner or the Contractor, as appropriate, shall require of the separate contractors, subcontractors, and sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph (5) of Paragraph 3.03.

(6) If the Owner finds it necessary to use a portion or portions of the work prior to substantial completion thereof, such use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial use. Consent of the Contractor to use shall not be unreasonably withheld.

SEE SHEET 26 FOR CONTINUATION

REUNION WEST PHASE 4
PB 28, PGS 113-118

SEE SHEET 29 FOR CONTINUATION

REUNION WEST PHASE 1 EAST
PB 24, PGS 104-109

EASEMENT NOTE: ALL LOTS IN REUNION WEST PHASE 1 EAST (PB 24, PGS 104-109) ARE SUBJECT TO A 5.00 FEET WIDE UTILITY AND DRAINAGE EASEMENT LYING ALONG ALL SIDE LOT LINES, AND A 10.00 FEET WIDE UTILITY AND DRAINAGE EASEMENT ALONG THE FRONT LOT LINES.

FLORIDA FRUIT & TRUCK LAND CO. AT LOUGHMAN FLORIDA
PB B, PG 68

REUNION WEST PHASE 2 EAST
PB 25, PGS 135-138

MAGNOLIA CREEK
PB 12, PGS 70-79

TRACT A
MARKER AVENUE

TRACT C

TRACT D

TRACT E

TRACT G

TRACT H

TRACT RW-1
AUBURN AVENUE

TRACT RW-1
SOUTHFIELD STREE

TRACT RW-2

TRACT K
MINTON LOOP

TRACT K
MARKER AVENUE

TRACT K
BRINKS LANE

TRACT F

TRACT FD-3

TRACT FD-4

TOHOPEKALIGA WATER AUTHORITY BLANKET EASEMENT ORB 5403 PG 1311

DUKE ENERGY BLANKET EASEMENT ORB 53 PG 75 ORB 53 PG 76

PROGRESS ENERGY DISTRIBUTION EASEMENT ORB 2483, PG 233

PROGRESS ENERGY FLORIDA 85' WIDE EASEMENT ORB 4393, PGS 23 27

40' WIDE OAE ORB 1275, PG 434 AMENDMENT TO EASEMENT ORB 2769, PG 2536

PIPELINE EASEMENT ORB 859

DRAINAGE EASEMENT ORB 4897, PG 21

F.G.T.C. EASEMENT ORB 1697, PG 1564

F.G.T.C. EASEMENT ORB 1234, PG 1408

F.G.T.C. EASEMENT ORB 1263, PG 731

O.U.C. EASEMENT ORB 528, PG 16 (PARCEL OS-7)

O.U.C. EASEMENT ORB 528, PG 16 (PARCEL OS-8)

O.U.C. EASEMENT ORB 1189, PG 609

O.U.C. EASEMENT ORB 1189, PG 602

K.U.A. MAINTENANCE EASEMENT ORB 1379, PG 2262

K.U.A. EASEMENT ORB 1379, PG 2262

NON-EXCLUSIVE UTILITY EASEMENT ORB 4632, PG 849

NON-EXCLUSIVE UTILITY EASEMENT ORB 4635, PG 907

CENTRAL FLORIDA PIPELINE EASEMENT ORB 1819, PG 1657

PIPELINE EASEMENT ORB 4878, PG 75

PIPELINE EASEMENT ORB 4877, PG 2986

PIPELINE EASEMENT ORB 4878, PG 79

FLOWAGE EASEMENT ORB 228, PG 155 ORB 594, PG 344

EASEMENT LEGEND
- (E1) = 30' PERMANENT PIPELINE EASEMENT NO. 5
- (E2) = 40' PERPETUAL EASEMENT ORB 2151, PG 2435
- (E3) = 15' INGRESS/EGRESS & UTILITY EASEMENT ORB 1317, PG 758

DETAIL "A" (NOT TO SCALE)

DETAIL "B" (NOT TO SCALE)

DETAIL "C" (NOT TO SCALE)

DETAIL "D" (NOT TO SCALE)

SEE DETAIL "A" ON SHEET 43

SEE DETAIL "B" ON SHEET 43

SEE DETAIL "C" ON SHEET 43

SEE DETAIL "D" ON SHEET 43

SEE DETAIL "E" ON SHEET 43

SEE SHEET 29 FOR CURVE TABLE

SEE SHEET 13

SEE DETAIL "A" ON SHEET 13

℄ SURVEY CR 545
PI STA 34+55.99
Δ=00°03'15"(RT)

℄ SURVEY SR 400
PI STA 131+74.40
Δ=00°00'39"(LT)

℄ SURVEY CR 545
POT STA 20+00.00=
POT STA 119+82.83
℄ SURVEY SR 400
SET NAIL & DISK
"FDOT LB 6556"

SECTION 26

SECTION 23

N00°11'56"E

N89°46'37"W 86.97'(F)(D)

N40°08'34"E

N40°07'55"E

N00°15'11"E

N00°10'33"W 932.31'(C)

S00°10'33"W 915.51'(C)

S00°10'33"W 2164.94'(C)

N21°08'36"E 512.77'(F) 367.31'(F)

N44°07'46"E 90.14'(F)(D)

N42°52'38"E 230.97'(F)

N42°52'38"E 19.57'(F)

N40°07'55"E 339.72'(F) 339.98'(P)

N40°07'55"E 567.13'(F) 566.23'(P)

N40°07'55"E 901.94'(F)

N40°07'55"E 1420.81'(F)

N40°07'55"E 854.40'(C)

S49°52'05"E 21.00'(F) 21.12'(P)

S49°52'05"E 9.00'(F)

S46°45'32"E 535.33'(P)

S57°54'00"E 402.24'(F) 402.37'(P)

N89°54'53"E 808.82'(F) 808.95'(P)

N00°15'49"E 439.22'(F) 439.41'(P)

S00°15'28"W 1327.25'(F) 1327.37'(P)

S00°10'33"W 1932.31'(C)

S00°10'33"W 982.88'(F) 983.55'(D)

N00°10'33"E 100.08'(F) 100.00'(D)

S89°44'26"E 1140.19'(F) 1140.00'(D)

S89°54'19"E 218.23'(F) 218.23'(D)

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S89°56'56"E 2251.77'(F)

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S89°56'56"E 2252.19'(F)

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S89°56'56"E 2252.61'(F)

S89°56'56"E 2252.75'(F)

S89°56'56"E 2252.89'(F)

S89°56'56"E 2253.03'(F)

S89°56'56"E 2253.17'(F)

S89°56'56"E 2253.31'(F)

S89°56'56"E 2253.45'(F)

S89°56'56"E

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant
George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Laboski - Acting
Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

NOTARY PUBLIC
DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast h/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

OSCEOLA COUNTY FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT FOR ROADWAY IMPROVEMENTS OF COUNTY ROAD 545 (BRIDGE)

THIS FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into this ____ day of _____, 2003, by and between GINN–LA Orlando Ltd., LLLP, a Georgia limited liability limited partnership ("Ginn-LA") whose address is 215 Celebration Place, Suite 200, Celebration, Florida, 34747 (sometimes referred to as "Owner"), and OSCEOLA COUNTY, a political subdivision of the State of Florida, whose address for the purposes of this Agreement is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Owner controls the fee simple title to certain real property located in Osceola County, Florida, and more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Property) which Property is subject to that certain Development Order for Reunion Resort & Club of Orlando Development of Regional Impact as amended (hereinafter referred to as the "Project").

WHEREAS, notwithstanding the terms of the Development Order for the Project, the County and the Owner agree that the Owner has requested that the County cooperate with the construction of certain improvements as follows:

(i) South County Road 545 Improvements. Owner intends to construct a bridge over CR 545 (sometimes referred to as "Old Lake Wilson Road") to serve the Project and this improvement may be referred to as the "Roadway Improvements."

WHEREAS, the Owner and the County each warrant and represent to each other that they have full power and authority to enter into this Agreement; they have taken all necessary actions and obtained all necessary approvals to enter into this Agreement; this Agreement has been duly executed and delivered by them and constitutes the legal, valid and binding obligations of them, and this Agreement and the performance of the terms and conditions of this Agreement do not conflict with, and is not prohibited or limited by any agreement, contract or instrument to which they are a party or by which they are bound, or any statute, law, ordinance, rule and regulations applicable to them or by which they are bound; and

WHEREAS, the parties hereto have negotiated the terms, conditions and provisions of this Agreement at arm's length, have each made certain representations and have determined to rely upon the respective promises and covenants set forth herein.

LARRY WHALEY 25P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003227512 OR 2393/825
HGP Date 12/02/2003 Time 10:14:18

NOW, THEREFORE, the Owner and the County in consideration of the promises and the benefits to them respectively, the rights and obligations of the parties as set forth in the commitments, covenants, promises, agreements and conditions of this Agreement, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference and form a material part of this Agreement upon which the parties have relied.

Section 2. Notice of Intent to Construct Roadway Improvements. Owner shall separately notify the County of its intent to commence design, permitting and thereafter, construction of the Roadway Improvements (the "Owner Notice") provided the County enters into this Agreement. The Owner shall have the right to commence the design, permitting and construction of the Roadway Improvements in the manner set forth in this Agreement.

Section 3. Design Contract for Roadway Improvements. In order to accomplish the Roadway Improvements by the timeframes set forth in that schedule labeled Exhibit B, which is attached hereto and incorporated herein, the Owner shall enter into a contract or contracts (hereinafter referred to as the "Design Contract"), with a qualified engineer or engineering firm (hereinafter referred to as the "Design Engineer"), said firm shall be qualified to design roadway in accordance with Osceola County and Florida Department of Transportation criteria, for the design and permitting of the Roadway Improvements with the following terms and conditions:

(a) The Design Contract: (i) shall set forth the full scope of work to be performed by the Design Engineer in connection with the right-of-way surveying, the design, permitting and construction of the applicable individual component of the Roadway Improvements, (ii) shall provide for the completion of the design of the applicable Roadway Improvements in accordance with Section 4 herein below and the permitting of the applicable Roadway Improvements in accordance with Section 5 hereinbelow, (iii) shall provide that all plans and permits prepared or obtained pursuant to the Design Contract shall be the property of the County, and (iv) shall meet all other applicable requirements of the County.

(b) The Owner shall award and enter into such other contracts for the design and permitting of the Road Improvements with such other contractors, subcontractors, suppliers and professional service providers as shall be reasonably necessary to complete the roadway design in substantial conformity with the approved plans and specifications.

(c) The Design Contract shall include coverage of both the County and the Owner by means of warranties, guaranties, liabilities, indemnifications, covenants, bonds and insurance that are reasonably acceptable to the County and the Owner and typically run to a party to a road improvement design contract. Said warranties, guaranties, liabilities, indemnifications, covenants, bonds and insurance being in a form, in an amount and with a copy reasonably satisfactory to the County, as provided in the provisions attached hereto as Exhibit "C". The County shall be deemed a third-party beneficiary to the Design Contract.

(d) In the event of default or breach by Owner or Owner's inability to perform, the Design Contract shall provide that the County may, but shall not be required to, assume the contractual position of Owner and exercise all rights and privileges governed by the Design Contract and upon request by the County, Owner shall cause all of the rights and privileges to be assigned to the County.

Section 4. Design of Roadway Improvements. The design of the Roadway Improvements shall comply with the requirements of the County's Engineer including, but not limited to, limited traffic and transportation studies, geotechnical studies, typical cross sections, design standards, median cuts, turn lanes, acceleration and deceleration lanes, intersection improvements, utility relocation, traffic control devices and drainage retention facilities. The design of the Roadway Improvements shall take into account (a) the topography and conditions of the property, (b) conditions and limitations resulting from any environmentally sensitive or protected lands adjacent thereto and (c) the drainage retention facilities for the applicable Roadway Improvements, including, but not limited to, any relocation, modification or expansion of existing facilities and shall be designed so as to minimize, consistent with sound and generally accepted engineering and safety standards as set forth in the FDOT Green Book, the amount of the property required for same and so as not to unreasonably interfere with the contemplated development of private property. The Design Engineer shall provide all preliminary designs, working drawings and other information to the County's Engineer as reasonably requested and shall fully participate in the County's public involvement programs for major projects, if applicable.

Section 5. Permits Approvals and Easements for Roadway Improvements.

5.1 Permits and Approvals. Owner, through the Design Engineer, shall also be responsible for obtaining all necessary licenses, permits and approvals for the construction of the Roadway Improvements (the "Permits and Approvals") in accordance with the final plans approved by the County and all other governmental agencies having jurisdiction over the proposed Roadway Improvements Improvements (the "Approved Plans"). Owner shall cause the Design Engineer to diligently pursue and obtain the Permits and Approvals as soon as reasonably possible after acknowledgment of the Approved Plans for the individual components of the Roadway Improvements by the County.

5.2 Right-of-Way Utilization Permit. The County and the Owner acknowledge that for the Owner to construct the Roadway Improvements in accordance with the Approved Plans in the County's right-of-way that a right-of-way utilization permit will be necessary. In addition, Owner must provide the County with written documentation demonstrating that all companies with utilities that are located within the right-of-way have acknowledged and have accepted the Roadway Improvements, and Owner must provide the County with a utility relocation plan addressing all utilities and relocation costs for the County's approval. Once all information has been provided to the County as set forth herein, including the performance bonds required in Section 6.1 and 6.2, the County agrees to grant to Owner a right-of-way utilization permit to allow construction in that area of the County's right-of-way as shown as needed by the Approved Plans.

5.3 Maintenance Easement for Bridge Inside the Right-of-Way. It is the understanding of the parties that the Owner will maintain the bridge being placed through the County's right-of-way as part of the Roadway Improvements. The County agrees to grant to the Owner an easement to allow permanent placement of the bridge on the condition Owner provides maintenance on the bridge and agrees to maintain a minimum of $5,000,000.00 liability insurance, naming the County as an additional insured, to cover any losses or claims relative to the Roadway Improvements, and further provided that Owner agrees to defend and indemnify the County ("Bridge Maintenance Easement"). Further, County shall retain the right to perform maintenance on the bridge itself to the extent maintenance is necessary on such bridge to ensure safety and viability of the County's road facilities located in the County's right-of-way.

5.4 Maintenance Easement for Bridge Outside the Right-of-Way. It is the understanding of the parties that Owner will maintain those portions, if any, of the bridge being placed outside of the County's right-of-way in conjunction with the Roadway Improvements. The Owner agrees to grant to the County an easement to allow the County the right of ingress and egress to perform maintenance on those portions of the bridge located outside the right-of-way, if any, in the event the Owner fails to adequately perform such maintenance.

5.5 Timing on Conveyance of Easements. The County and the Owner agree that the easements as set forth in Sections 5.2 through 5.4 above shall be prepared, fully executed and recorded in the Public Records of Osceola County, Florida within ninety (90) days of the Approved Plans becoming final and shall be in a form acceptable to the County.

5.6 Bridge Pier Guardrail. Owner shall post a performance bond, or other form of surety acceptable to the County, for the cost of installation of a guardrail along the bridge pier on the east side of County Road 545. The guardrail shall be installed by the Owner at such time as deemed necessary by the County in accordance with the standards and procedures set forth in Section 4 above. Upon installation of the guardrail the performance bond shall be released and terminated.

Section 6. Construction of Roadway Improvements. Owner shall be responsible for the selection of: (a) the construction contractor to serve as the general contractor and construction manager (the "Contractor") for the construction of the Roadway Improvements, and (b) such other consultants including, but not limited to, surveyors, environmental consultants and other consultants and subcontractors, as Owner deems reasonably necessary to properly complete construction of the Roadway Improvements. The final selection and employment of the Contractor and such other consultants shall be at the Owner's sole discretion. Owner shall enter into a written contract with the Contractor (the "Construction Contract"). The Construction Contract: (i) shall set forth the full scope of work to be performed by the Contractor in construction of the Roadway Improvements in accordance with the Permits and Approvals and Approved Plans; (ii) shall provide that the County right-of-way shall not be subject to any construction or other liens as a result of the construction of the Roadway Improvements and that Contractor shall indemnify the County and Owner from and against all loss, cost or damage caused by the imposition of such lien; (iii) shall require Contractor to agree not to permit the utilization of hazardous or toxic substances in constructing the Roadway Improvements except as would be used in the normal course of such construction; (iv) shall require Contractor to carry a public liability insurance, builder's risk insurance, worker's compensation coverage and such other coverages and in such amounts as is reasonably requested by Owner and in accordance with the provisions of Exhibit "D" attached hereto, considering the nature of the Project. Such policies shall name the County as an additional insured. In addition, the Contractor shall agree that in the event of a default or breach by Owner under the Construction Contract or Owner's inability to otherwise perform under the Construction Contract, the County may elect to assume (by written notice to the Contractor) the contractual position of Owner and to exercise all Owner's rights and privileges under the Construction Contract. The County shall be deemed a third-party beneficiary to the Construction Contract. Owner shall provide to the County a Maintenance Bond in the amount of 15% of the cost of the Roadway Improvements for a period of one (1) year from the date of completion of the Roadway Improvements.

Section 7. Completion of Construction Documentation. Owner shall be responsible for the payment of the Roadway Improvements costs. Upon completion of construction of the Roadway Improvements in substantial conformity with the Permits, Approvals and Approved Plans and written acceptance thereof by the County Engineer, Owner shall provide written notice of the same to the County along with the following information (the "Completion Notice"):

(a) "As-built" drawings and certifications by the Design Engineer and Contractor that the Roadway Improvements have been constructed and completed in substantial conformity with the Permits and Approvals and Approved Plans; and

(b) A contractor's final affidavit and lien waiver evidencing the payment in full of the Contractor and all sub-contractors providing labor or materials for the construction of the Roadway Improvements.

(c) The 15% Maintenance Bond in a form acceptable to the County as referenced in Section 6.

Section 8. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereafter adopted.

Section 9. Notices.

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the County:
County Manager Osceola County Services Building
County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

With copies to:
County Engineer, Chris Crowe, P.E.
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

For the Owner:
GINN - LA Orlando Ltd., LLLP
c/o R. Randolph Lyon
The GINN Development Company
215 Celebration Place, Suite 200
Celebration, Florida 34747

With copies to:
Paul H. Chipok, Esq.
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, Florida 32802-3068

(b) Any of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement is solely for the benefit of the parties hereto, and their successors and assigns, and no right, nor any cause of action shall accrue to or for the benefit of any third party.

Section 12. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Owner shall have a right to assign or partially assign to the Reunion Community Development District, Owner's obligation to design and construct the Roadway Improvements by delivery to the County of a written Assignment of the obligation executed by Owner and acknowledged by the Reunion Community Development District.

Section 13. County's Obligation. This Agreement shall not be deemed to pledge the credit of the County nor to make the County a co-venturer or partner of the Owner.

Section 14. Failure to Complete Roadway Improvements. Should the Owner fail to complete construction of the Roadway Improvements and obtain final acceptance of said improvements from the County in the manner and as provided herein, the County reserves the right to declare this Agreement void, in addition to any other rights and remedies available under Florida law.

Section 15. Applicable Law/Venue/Remedies/Waiver of Jury Trial.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Ninth Judicial Circuit in and for Osceola County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between any of the parties hereto regarding the subject matter of this Agreement, they each agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute

cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. Each party shall be responsible for its own attorney's fees and costs in the event of such dispute.

(d) By their execution hereof, each party hereto hereby knowingly, voluntary and intentionally agrees to waive its right to jury trial in connection with any dispute arising from this Agreement.

Section 16. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 17. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same of any other objection of performance incumbent upon that party. Failure on the party of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law or in equity.

Section 18. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal party in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or construction of meaning of this Agreement.

Section 19. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 20. Further Assurances. The Owner agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and

proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

Section 21. Curative Periods. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 22. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

Section 23. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 24. Interpretation. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver of fulfillment of any condition or development arising from the County Comprehensive Plan or the Land Development Code of the County is intended and none shall be implied from the terms of this Agreement, unless specifically referenced herein.

Section 25. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

OWNER:

GINN - LA ORLANDO Ltd., LLLP, a Georgia limited liability limited partnership

By: GINN-Orlando GP, LLC, a Georgia limited liability company, its General Partner

Adele M. Moscaritolo
Witness Signature

Adele M. Moscaritolo
Printed Name

Xabier Guerricagoitia
Witness Signature

XABIER GUERRICAGOITIA
Printed Name

By: R. Randolph Lyon Jr.
Name: R. RANDOLPH LYON JR.
Its: SR. VICE-PRESIDENT

Dated: 16th OCTOBER 2003

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 16th day of October, 2003, by R. Randolph Lyon, Jr., as Sr. Vice President of GINN-Orlando GP, LLC, a Georgia limited liability company, its General Partner, for GINN - LA ORLANDO Ltd., LLLP, a Georgia limited liability limited partnership. He/She is personally known to me or produced _____ as identification.

Elaine C James
My Commission CC901505
Expires February 23, 2004

Elaine C James
(Print Name) Elaine C. James
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

OSCEOLA COUNTY, FLORIDA, a Political subdivision of the State of Florida

By: _____
Name: Paul Owen
Its: Chairman

Dated: 11-17-03

Witness Signature

DELORES T. WHALEY
Printed Name

Witness Signature

Marilyn J. Kirne
Printed Name

ATTEST:

Tammy Ross
As County Clerk for Osceola County
Name: Tammy Ross

APPROVED AS FORM AND LEGALITY for the use and reliance by Osceola County, Florida, only.

Dated: 11.17.03
By: _____

STATE OF FLORIDA
COUNTY OF Osceola

Personally appeared before me, the undersigned authority, Paul Owen Chairman and Tammy Ross, personally known to me to be the Chairman & Deputy Clerk of Osceola County, Florida, and acknowledges before me that he/she executed the foregoing instrument on behalf of Osceola County, as its true and act and deed, and that they were duly authorized to do so.

Witness my hand and official seal this 20th day of November, 2003.

Debra A. Davis
(Print Name) Debra A. Davis
NOTARY PUBLIC – STATE OF FLORIDA
Commission No.: DD 154196
Commission Expires: 11/18/2006

DEBRA A. DAVIS
Notary Public, State of Florida
My comm. exp. Nov. 18, 2006
Comm. No. DD 154196

CL 2002191105 OR 2142/595

EXHIBIT "A"

CL 2003227512 OR 2393/836

DESCRIPTION: (OVERALL P.U.D. BOUNDARY)

A portion of Lot 1, Block 3, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, and A portion of Lots 9, 10, 11, and 12, Block C, Florida Fruit and Truck Land Company Subdivision being a portion of the West ½ of the West ½ of the southwest ¼ of Section 22, Township 25 South, Range 27 East, Osceola County, Florida being more particularly described as follows:

Begin at a Northeasterly corner of Lot 1, Block 3 of said Magnolia Creek said corner being the North $\frac{1}{4}$ corner of Section 27, Township 25 South, Range 27 East, Osceola County, Florida; thence run S 00°12'22" W, a distance of 1326.57 feet; thence run S 89°58'38" E, a distance of 992.54 feet to a point on the westerly right of way of Interstate 4 (State Road 400), said point being on a non-tangent curve, concave southwesterly, having a radius of 3982.00 feet and a central angle of 04°39'35"; and a chord bearing of S 16°24'27" E, thence run 323.84 feet along the arc of said curve and said right of way line to the point of compound curvature with a curve, concave northwesterly, having a radius of 2006.00 feet and a central angle of 46°34'57"; thence run southwesterly, along the arc of said curve, a distance of 1630.91 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 9906.00 feet and a central angle of 07°38'08"; thence run southwesterly, along the arc of said curve, a distance of 1320.13 feet to a point; thence run S 40°08'26" W, a distance of 505.22 feet; thence run N 89°58'57" W, a distance of 889.31 feet; thence run S 00°12'29" W, a distance of 370.75 feet; thence run S 70°07'18" E, a distance of 187.79 feet; thence run S 89°58'57" E, a distance of 310.95 feet; thence run S 49°51'34" E, a distance of 58.10 feet; thence run S 40°08'26" W, a distance of 3179.37 feet; thence departing said right of way line run N 00°06'57" E, a distance of 246.89 feet; thence run N 89°57'27" W, a distance of 665.03 feet; thence run N 00°06'23" E, a distance of 663.43 feet; thence run N 89°58'08" W, a distance of 664.27 feet; thence run S 00°05'43" W, a distance of 576.61 feet; thence run N 89°56'47" W, a distance of 375.00 feet; thence run S 44°55'32" E, a distance of 343.31 feet; thence run N 71°45'45" W, a distance of 643.72 feet; thence run N 72°33'01" W, a distance of 439.95 feet; thence run N 18°20'04" E, a distance of 86.87 feet; thence run N 71°22'55" W, a distance of 39.44 feet; thence run N 00°05'44" E, a distance of 391.54 feet; thence run S 89°58'08" E, a distance of 509.70 feet; thence run N 00°05'04" E, a distance of 1326.35 feet; thence run N 89°59'28" W, a distance of 651.83 feet; thence run N 00°18'42" E, a distance of 1322.08 feet; thence run N 89°48'47" E, a distance of 1324.10 feet; thence run N 00°04'57" E, a distance of 2618.32 feet; thence run S 89°53'52" E, a distance of 1360.52 feet; thence run N 00°35'44" W, a distance of 1377.27 feet to the Northwesterly corner of said Lot 1, Block 3; thence run N 89°56'40" W, a distance of 11.33 feet to the Southwest corner of Section 22, Township 25 South, Range 27 East and a recovered 5" x 5" Concrete Monument (Jones, Wood, & Gentry); thence run N 00°13'04" E , a distance of 2657.91 feet; thence run S 89°42'36" E, a distance of 214.51 feet; to a non-tangent curve concave Southwest, having a radius of 350.00 feet, and a central angle of 16°44'31", Thence on a chord bearing of S 47°01'09" E, run Southerly along the arc of said curve a distance of 102.27 feet; Thence run S

38°38'54" E, a distance of 599.99 feet, to the East line of the West 1/2, of the West 1/2 of the Southwest 1/4 of Section 22, Township 25 South, Range 27 East, Thence run S 00°13'27" W, along said East line 95.60 feet; Thence leaving said East line run S 38°38'54", E a distance of 114.05 feet to a non-tangent curve, concave to the Southeast, having a radius of 2895.72 feet, and a central angle of 2°10'15", Thence on a chord bearing of S 40°56'42" W run Southerly along the arc of said curve, 109.71 feet, to said East line; Thence run S 00°13'26" W, along said East line, a distance of 1851.86 feet, to the Southeast corner of said Lot 12; thence run S 89°56'40" E, a distance of 1996.39 feet, to the POINT OF BEGINNING.

Containing 699.94 acres more or less.

TOGETHER WITH

A portion of Lots 1, 2, and 3, Block 1, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, and a portion of Block D of Florida Fruit and Truck Land Plat, being a portion of Section 33 Township 25 South Range 27 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 1 of said Magnolia Creek, said point being on the Northerly right of way line of County Road 532; thence along said right of way line run N 89°54'48" W, a distance of 2586.10 feet; thence run N 89°53'57" W, a distance of 2074.96 feet to the point of curvature of a curve, concave northeasterly, having a radius of 2764.93 feet and a central angle of 11°02'00"; thence run northwesterly, along the arc of said curve, a distance of 532.44 feet to the point of tangency thereof; thence run N 78°51'57" W, a distance of 51.20 feet; thence run N 78°51'57" W, a distance of 947.84 feet; thence run N 74°34'36" W, a distance of 200.56 feet; thence run N 78°51'57" W, a distance of 348.29 feet to the Easterly right of way line of Interstate Highway 4 (State Road 400); thence along said right of way run N 30°59'17" E, a distance of 117.43 feet to the point of curvature of a curve, concave southeasterly, having a radius of 5635.58 feet and a central angle of 08°13'10"; thence run northeasterly, along the arc of said curve, a distance of 808.47 feet to a point; thence run S 89°55'31" E, a distance of 279.31 feet; thence run N 40°06'30" E, a distance of 260.92 feet; thence run S 89°53'49" E, a distance of 350.25 feet; thence run N 00°07'04" E, a distance of 375.18 feet; thence run S 41°18'16" W, a distance of 15.00 feet; thence run N 48°41'44" W, a distance of 10.00 feet; thence run N 41°18'16" E, a distance of 26.43 feet; thence run N 00°07'04" E, a distance of 62.00 feet; thence run N 69°17'20" W, a distance of 50.00 feet; thence run N 20°42'40" E, a distance of 10.00 feet; thence run S. 69°17'20" E, a distance of 50.00 feet; thence run N 41°18'16" E, a distance of 62.00 feet; thence run N 00°07'04" E, a distance of 26.43 feet; thence run S 89°52'56" E, a distance of 10.00 feet; thence run S 00°07'04" W, a distance of 15.00 feet; thence run N 41°18'16" E, a distance of 114.89 feet; thence run N 00°07'04" E, a distance of 343.07 feet; thence run N 39°00'29" E, a distance of 23.89 feet; thence run N 00°07'04" E, a distance of 108.75 feet; thence run N 40°08'26" E, a distance of 3835.37 feet; thence run S 49°51'34" E, a distance of 18.00 feet; thence run N 42°53'19" E, a distance of 250.29

feet; thence run N 40°08'26" E, a distance of 340.00 feet to a point on a curve, concave southeasterly, having a radius of 1906.00 feet and a central angle of 13°01'53"; thence run 433.50 feet along the arc of said curve to the point of tangency thereof; thence run N 53°10'19" E, a distance of 1160.02 feet to the point of curvature of a curve, concave northwesterly, having a radius of 1453.00 feet and a central angle of 10°40'19"; thence run northeasterly, along the arc of said curve, a distance of 270.64 feet to the point of tangency thereof; thence run N 42i°30'00" E, a distance of 1102.93 feet; thence run N 42°30'00" E, a distance of 300.44 feet to the Westerly right of way line of County Road 545; thence along said right of way line run S 00°12'04" W, a distance of 203.18 feet; thence run S 00°12'19" W, a distance of 105.47 feet; thence run S 00°12'19" W, a distance of 2562.04 feet; thence run S 00°12'39" W, a distance of 2660.63 feet; thence run S 00°16'21" W, a distance of 1148.90 feet; thence run S 00°16'21" W, a distance of 1301.51 feet to the POINT OF BEGINNING.

Containing 672.6361 acres more or less.

TOGETHER WITH

Lot 3, and a portion of Lots 1 and 2, Block 2, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, being more particularly described as follows:

BEGIN at a point at the Southeast corner of Lot 3, Block 2 of said Magnolia Creek, said point being on the Northerly right of way line of County Road 532, and being a non-tangent curve, concave northwesterly, having a radius of 1810.08 feet and a central angle of 21°05'10"; thence on a chord bearing of S 79°28'51" W and along said right of way, run 666.15 feet along the arc of said curve to the point of tangency thereof; thence run N 89°58'34" W, a distance of 12.49 feet; thence departing said right of way line run N 00°26'04" E, a distance of 463.41 feet; thence run N 89°59'34" W, a distance of 663.76 feet; thence run S 00°23'38" W, a distance of 463.21 feet to the said right of way line; thence run N 89°58'34" W, a distance of 1326.86 feet; thence departing said right of way line run N 00°18'46" E, a distance of 462.81 feet; thence run N 89°59'34" W, a distance of 601.77 feet to the Easterly right of way line of County Road 545 thence along said right of way line run N 00°16'21" E, a distance of 861.37 feet; thence run N 00°16'21" E, a distance of 1126.24 feet; thence run N 00°12'39" E, a distance of 2660.71 feet; thence run N 00°12'19" E, a distance of 1491.43 feet; thence run S 89°47'41" E, a distance of 4.60 feet to a point on a non-tangent curve, concave Easterly, having a radius of 11385.00 feet and a central angle of 04°22'52"; thence on a chord bearing of N 02°19'15" E, thence run 870.56 feet along the arc of said curve, to a point on a non-tangent curve, concave Westerly, having a radius of 10074.00 feet and a central angle of 01°20'50", thence run on a chord bearing of N 03°58'25" E, thence run along the arc of said curve, a distance of 236.90 feet, to a point on a non-tangent curve, concave Westerly, having a radius of 10074.00 feet, and a central angle of 02°47'47", thence run on a chord bearing of N 03°58'25" E, run northerly along the arc of said curve, a distance of 491.42 feet to a point the Southeasterly right of way line of Interstate 4 (State Road 400); thence along said right of way line run N 42°29'32" E, along the south right of way of Interstate Highway 4, (State Road 4, a distance of 307.44 feet, thence run S 89°52'23"E,

a distance of 328.76 feet, thence run N 00°10'47" E, a distance of 388.71 feet; thence run S 89°49'13"E, a distance of 80.60 feet; thence run N 00°10'47"E, a distance of 60.00 feet; thence run N 89°49'13" W, a distance of 67.77 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 3906.00 feet, and a central angle of 03°36'32", thence on a chord bearing of N 22°56'14" E, run along the arc of said curve 246.03 feet; thence leaving said rigth of way line, run S 00°10'09" W, a distance of 1897.64 feet; thence run S 89°54'13" E, a distance of 1666.80 feet; thence run S 00°06'57" W, a distance of 1331.67 feet; thence run S 89°56'59" E, a distance of 1326.84 feet; thence run S 00°06'28" W, a distance of 1330.53 feet; thence run S 00°36'14" W, a distance of 2657.79 feet; thence run S 89°57'42" W, a distance of 659.58 feet; thence run S 00°21'16" W, a distance of 617.40 feet; thence run S 00°21'16" W, a distance of 1715.50 feet to the POINT OF BEGINNING.

Containing 627.1422 acres more or less

TOGETHER WITH

A portion of Lot 1, Block 4, Magnolia Creek, according tot the Plat thereof as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida being more particularly described as follows:

Begin at the Northeast corner of said Lot 1, Block 4; thence run S 00°15'31" W, a distance of 1327.37 feet; thence run N 89°56'39" E, a distance of 809.27 feet to the Northwesterly right of way line of Interstate 4 (State Road 400); thence along said right of way line run S 40°08'26" W, a distance of 607.04 feet; thence departing said right of way line run N 68°40'55" W, a distance of 441.48 feet; thence run N 57°51'13" W, a distance of 402.37 feet; thence run S 00°15'59" W, a distance of 439.41 feet; thence run S 46°55'30" E, a distance of 535.33 feet to said right of way line; thence along said right of way line run S 40°08'26" W, a distance of 565.09 feet; thence run N 49°51'58" W, a distance of 21.00 feet; thence run S 42°52'55" W, a distance of 250.29 feet; thence run S 40°08'02" W, a distance of 339.99 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 9897.00 feet and a central angle of 03°26'07"; thence on a chord bearing of S 41°51'06" W, run 593.39 feet along the arc of said curve to a point; thence departing said right of way line run N 45°51'18" W, a distance of 84.71 feet; thence run N 06°08'28" W, a distance of 120.61 feet; thence run N 06°08'28" W, a distance of 284.18 feet to a point on a non-tangent curve, concave easterly, having a radius of 11533.00 feet and a central angle of 02°00'13"; thence on a chord bearing of N 03°02'30" W, run 403.30 feet along the arc of said curve to a point of reverse curvature with a curve concave westerly, having a radius of 11385.00 feet and a central angle of 04°11'40"; thence on a chord bearing of N 01°56'46" W, run 833.46 feet along the arc of said curve to a point; thence run N 89°44'46" W, a distance of 2.49 feet; thence run N 00°13'54" E, a distance of 1162.67 feet; thence run N 89°56'03" E, a distance of 599.81 feet; thence run N 00°15'21" E, a distance of 663.57 feet; thence run N 89°55'26" E, a distance of 665.50 feet to the POINT OF BEGINNING.

Containing 77.9236 acres MORE OR LESS.

CL 2002191105 OR 2142/599

TOGETHER WITH

CL 2003227512 OR 2393/840

Lot 1, Block 5, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida.

Containing 0.3635 acres more or less.

Total area containing 2,078.00 acres more or less.

EXHIBIT "B"

SCHEDULE OF ROADWAY IMPROVEMENTS

Roadway Element	Anticipated Completion
Bridge across CR 545	June 2004

EXHIBIT "C"

ARTICLE 1.00 – INDEMNIFICATION

(1) The Consultant shall be, and agrees to be and remain, liable for any and all damages, losses, and expenses incurred by the Owner or the County caused by the errors, omissions, negligence, or delay(s) of the Consultant or by any subconsultant(s) and/or subcontractor(s) engaged by the Consultant in providing, performing and furnishing services, work and materials pursuant to this Agreement, and for any and all damages, losses and expenses to the County arising out of the Consultant's performance of any of his obligations contained in this Agreement and Amendment(s) thereto.

(2) To the fullest extent permitted by law, the Consultant shall be liable and agrees to be liable for and shall indemnify, defend and hold the Owner and the County, their respective officers, directors, agents and employees, harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Consultant's errors, omissions, negligence, or delay(s), or those of any and all subconsultants and/or subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendment(s) thereto. The Consultant shall not be liable to nor indemnify the Owner or the County for any portion of damages arising out of the gross negligence of the County, its employees, agents or representatives. Notwithstanding anything in this Article 1.00 to the contrary, the aggregate liability of Consultant under this Article 1.00 for the indemnification of Owner and County, their respective officers, directors, agents and employees, shall not exceed the greater of (a) the price for the work to be paid to Consultant under this Agreement, or (b) Ten Million Dollars ($10,000,000.00).

ARTICLE 2.00 – INSURANCE COVERAGES

2.01 GENERAL REQUIREMENTS

(1) The Consultant shall obtain and maintain such insurance as will protect him from: (a) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws: (b) claims for damages because of bodily injury, occupational sickness or disease or death of his employees, including claims insured by usual personal injury liability coverage; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and (d) from claims for injury to or destruction of tangible property, including loss of use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the Consultant, his employees, or by any subconsultant(s),

subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinafter shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. All policies shall be underwritten by companies legally registered and authorized to do business in the State of Florida.

(3) The Consultant shall require, and shall be responsible for ensuring, throughout the time this Agreement is in effect, that any and all of his subconsultants and/or subcontractors obtain and maintain, until the completion of that subconsultant's and/or subcontractor's work, such of the insurance coverages described in Paragraph 2.02 as are required by law to be provided on behalf of their employees and others.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

2.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The Consultant, within fourteen (14) calendar days from execution of this Agreement, shall submit to the Owner and County all such insurance certificates and related documentation as are required under this Agreement. Failure of the Consultant to submit such certificates and documents within the required time shall be considered cause for the Owner to cancel this Agreement and rescind its actions to engage the Consultant. Before the Owner shall provide the Consultant with written Notice to Proceed, and before the Consultant shall commence any service or work pursuant to the requirements of this Agreement, the Consultant shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the Consultant shall have submitted to the Owner and County certificates of all such insurance coverages as provided above.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Owner and County and licensed in the State of Florida.

(3) Each Certificate of Insurance shall be submitted to the Owner and County in triplicate.

(4) Each Certificate of Insurance shall specifically include all of the following:

(a) The name and type of policy and coverages provided;

(b) The amount of limit applicable to each coverage provided;

(c) The date of expiration of coverage;

(d) The designation of the Owner and Osceola County Board of County Commissioners as an additional insured and a certificate holder to the extent of their interests under the Agreement. (This requirement may be excepted for professional liability insurance and for worker's compensation insurance); and

(e) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for professional liability insurance).

(5) The following clause must appear on the Certificate of Insurance and the present Cancellation Clause appearing on the Certificate of Insurance must be "X'd" out and be initialed by the Agent of the Insurer: "Cancellation – Should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by regular mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the descried policies."

(6) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the Owner and County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance. Further, each Certificate of Insurance shall include a waiver of subrogation in favor of Owner, County, and their respective officers, directors, employees and agents.

(7) If the initial, or any subsequently issued, Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Owner and County triplicate renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Owner and County with such renewal certificate(s) shall be considered justification for the Owner to terminate this Agreement.

2.03 INSURANCE COVERAGES REQUIRED

The Consultant shall obtain and maintain the following insurance coverages on an "occurrence" basis as provided hereinbefore, and in the type, amounts, and in conformance with the following minimum requirements:

(1) Worker's compensation coverage for all employees as may be required by applicable state and federal laws. In addition, the policy must include the following:

(a) Employer's liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000.00 for each accident, whichever limit is greater.

(b) Notice of Cancellation and/or Restriction – the policy must be endorsed to provide the Owner and County with thirty (30) days prior written notice of cancellation and/or restriction.

(2) Comprehensive general liability coverage which shall remain in effect until one (1) year after completion of work and must include the following:

(a) Minimum limits of $100,000.00 per occurrence and $300,000.00 aggregate for bodily injury liability and a minimum limit of $100,000.00 for property damage liability or a minimum combined single limit of $300,000.00.

(b) Contractual coverage applicable to this specified Agreement, including any hold harmless, and/or such indemnification agreement.

(c) Such additional requirements as are set forth in Article 2.00 and Paragraphs 2.01 and 2.02 hereinabove.

(3) Comprehensive automobile liability coverage must be afforded on a form no more restrictive than the latest edition of the County's Comprehensive Automobile Liability Policy on file with the Office of Risk Management and must include the following:

(a) A minimum combined single limit of $1,000,000.00, aggregate amount.

(b) Such additional requirements as are set forth in Article 2.00 and Paragraphs 2.01 and 2.02 hereinabove.

(c) Should the professional liability insurance policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Owner shall hold the Consultant responsible and liable for any such differences of the amount of coverage provided by the insurance policy.

EXHIBIT "D"

ARTICLE 3.00 – INSURANCE

3.01 CONTRACTOR'S LIABILITY INSURANCE

(1) The Contractor shall purchase and maintain at all times during the term of this Agreement such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor or sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

(e) Claims for damages, other than to the work itself, because of injury to employment of such person by the Contractor or by any other person, or destruction of tangible property, including loss of use resulting therefrom; and

(f) Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Subparagraph (1) of Paragraph 3.01 shall be written for not less than any limits of liability specified in the Contract Document or required by law, whichever is greater.

(3) The insurance required by Subparagraph (1) of Paragraph 3.01 shall include contractual liability insurance applicable to the Contractor's indemnity obligations.

(4) Certificates of Insurance acceptable to the Owner shall be submitted to the County contact person prior to Contractor commencement of the work. These

Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner and the County. In the event an insurance company sends notice that any insurance policy is to be canceled, the Contractor will, prior to the date set for cancellation in said notice, purchase and maintain complete coverage under the same terms and conditions of the prior policy. If the Contractor fails to obtain a policy, the Owner may, but is not required to, purchase such policy and charge all costs associated therewith to the Contractor by use of a unilateral change order issued by Owner. If the Owner is damaged by the Contractor's failure to obtain or maintain such insurance, then the Contractor shall pay all damage costs reasonably attributed thereto.

(5) The Contractor shall furnish the Owner and the County with satisfactory proof (Certificate of Insurance) of carriage of the insurance required. Certificates of Insurance shall show as "additional insureds" the Owner and Osceola County, Florida, as their interests appear. The Contractor shall furnish Certificates of Insurance in triplicate form, with the Project's name and Project's Owner's name stated on the Certificate, which shall be submitted prior to the beginning of onsite operations. All applicable policies of insurance shall contain a waiver of subrogation in favor of Owner and County, and their respective agents, directors, officers and employees.

(6) Within thirty (30) days of providing Certificates of Insurance, Contractor shall provide to Owner copies of the insurance policies evidenced by the Certificates of Insurance.

(7) The Contractor's liability insurance shall be in companies acceptable to the Owner and County, and shall contain provisions satisfactory to the Owner and County.

(8) Contractors Liability Insurance Limit Requirements – The contractors liability insurance limit requirements for the insurance listed below are as follows:

(a)	Worker's compensation Employer's liability	Statutory Limits $100,000
(b)	Contractor's public liability endorsed to include "XU" coverage:	$1,000,000
	(i) Bodily injury on an occurrence basis	$100,000 - $500,000
	(ii) Property damage on an occurrence basis	$500,000 - $500,000

(c)	Automobile public liability:		
	(i)	Bodily injury on an occurrence basis	$250,000 - $500,000
	(ii)	Property damage	$100,000 - $100,000
(d)	Excess umbrella liability		$5,000,000

(9) All umbrella insurance shall be noted to be "following form" and shall be no more restrictive than is required of underlying coverage.

(10) The Owner shall be notified thirty (30) days prior to expiration, cancellation or reduction in coverage of any insurance policy.

3.03 PROPERTY INSURANCE

(1) The Contractor shall purchase and maintain builders risk insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief.

(2) The Contractor shall purchase and maintain general liability insurance to protect Owner against any claims arising during or from this project.

(3) Any loss insured under Subparagraph (1) of Paragraph 3.03 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of Subparagraph (6) of Paragraph 3.03. The Contractor shall pay each affected subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his sub-subcontractors in similar manner.

(4) If the Contractor requests in writing that insurance for risks other than those described in Subparagraph (1) of Paragraph 3.03 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(5) The Owner, the County, and Contractor waive all rights against (a) each other and the subcontractors, sub-subcontractors, agents and employees of the other, and (b) separate contractors, if any, and their subcontractors, sub-subcontractors,

agents and employees for damages to the extent covered by insurance obtained pursuant to this Paragraph 3.03 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. The Owner or the Contractor, as appropriate, shall require of the separate contractors, subcontractors, and sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph (5) of Paragraph 3.03.

(6) If the Owner finds it necessary to use a portion or portions of the work prior to substantial completion thereof, such use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial use. Consent of the Contractor to use shall not be unreasonably withheld.

O-11
125.7

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Jaworski - Acting

Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY

Name of Acknowledger Typed, Printed or Stamped

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

Title or Rank

Serial Number, if any.

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14 ,2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

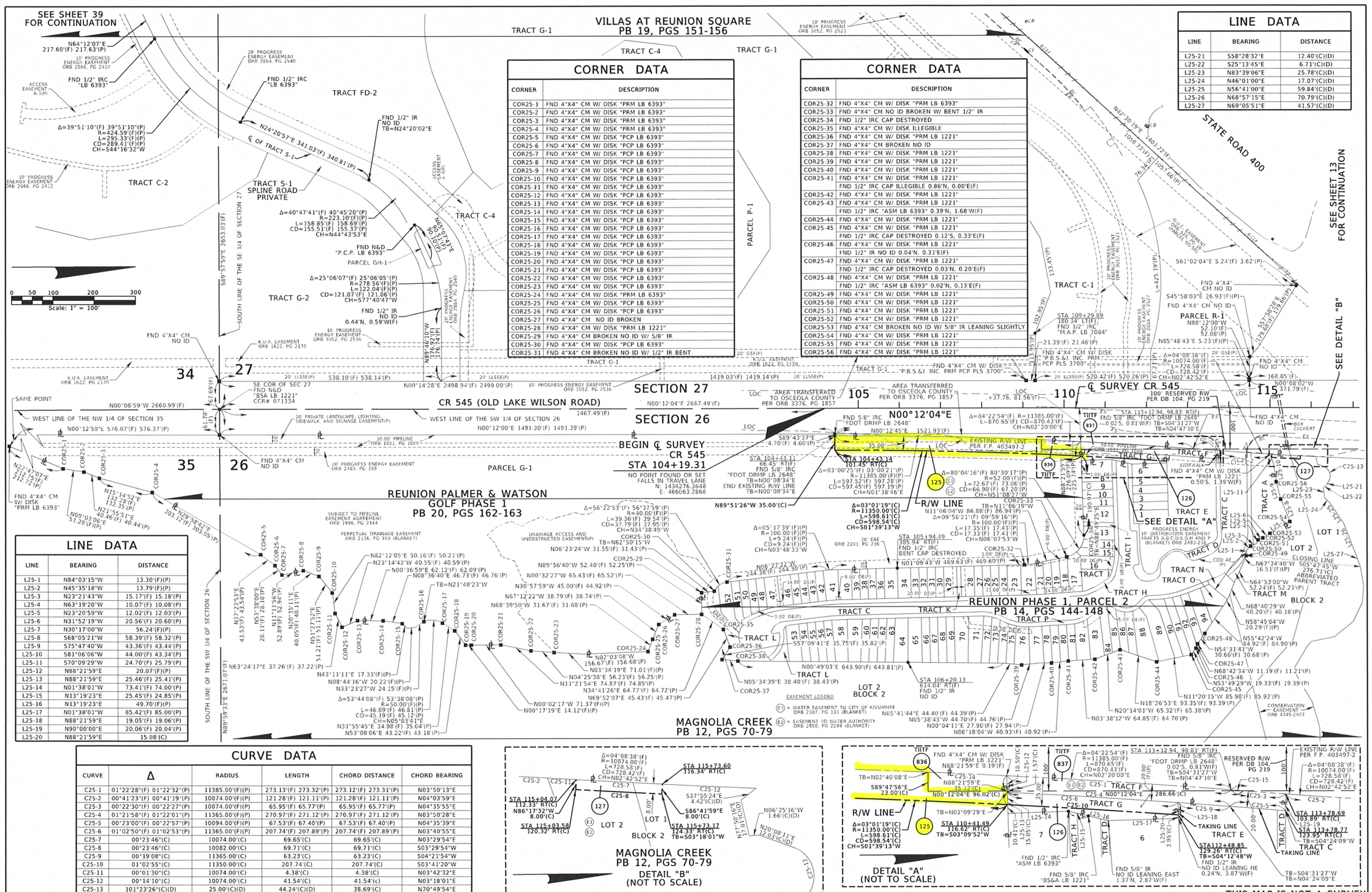
FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.


SEE SHEET 39 FOR CONTINUATION
TRACT G-1
VILLAS AT REUNION SQUARE
PB 19, PGS 151-156
TRACT C-4
TRACT G-1
N64°12'07"E
217.60'(F) 217.63'(P)
10' PROGRESS ENERGY EASEMENT ORB 2866, PG 2412
FND 1/2" IRC "LB 6393"
ACCESS EASEMENT A-3(P)
Δ=39°51'10"(F) 39°51'10"(P)
R=424.59'(F)(P)
L=295.33'(F)(P)
CD=289.41'(F)(P)
CH=S44°16'32"W
TRACT C-2
20' PROGRESS ENERGY EASEMENT ORB 2884, PG 2540
FND 1/2" IRC "LB 6393"
TRACT FD-2
FND 1/2" IR NO ID TB=N24°20'02"E
N24°20'57"E 341.03'(F) 340.81'(P)
℄ OF TRACT S-1
TRACT S-1 SPLINE ROAD PRIVATE
Δ=40°47'41"(F) 40°45'20"(P)
R=223.10'(F)(P)
L=158.85'(F) 158.69'(P)
CD=155.51'(F) 155.37'(P)
CH=N44°43'53"E
FND N&D "P.C.P. LB 6393"
PARCEL GH-1
TRACT C-4
ACCESS EASEMENT A-1(P)
N65°10'07"E 90.10'(F)
Δ=25°06'07"(F) 25°06'05"(P)
R=278.56'(F)(P)
L=122.04'(F)(P)
CD=121.07'(F) 121.06'(P)
CH=S77°40'47"W
TRACT G-2
FND 1/2" IR NO ID 0.44'N, 0.59'W(F)
20' PROGRESS ENERGY EASEMENT ORB 2884, PG 2540
N89°46'10"W 176.32'(F) 176.32'(P)
10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2536
S89°57'59"E 2653.03'(F)
SOUTH LINE OF THE SE 1/4 OF SECTION 27
0 50 100 200 300
Scale: 1" = 100'
FND 4"X4" CM NO ID
K.U.A. EASEMENT ORB 1622, PG 2170
34
27
538.10'(F) 538.14'(P)
N00°14'28"E 2498.94'(F) 2499.00'(P)
10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2536
SE COR OF SEC 27 FND N&D "BSA LB 1221" CCR# 071334
SAME POINT
N00°06'59"W 2660.99'(F)
67.69'(F)
61.78'(F)
WEST LINE OF THE NW 1/4 OF SECTION 35
N00°12'50"E 576.07'(F) 576.37'(P)
20' PRIVATE LANDSCAPE, LIGHTING, SIDEWALK, AND SIGNAGE EASEMENT(P)
30.00' PIPELINE ORB 1931, PG 1089
20' PROGRESS ENERGY EASEMENT ORB 2483, PG 199
35
26
FND 4"X4" CM NO ID
PARCEL G-1
CR 545 (OLD LAKE WILSON ROAD)
1467.49'(F)
WEST LINE OF THE SW 1/4 OF SECTION 26
N00°12'00"E 1491.30'(F) 1491.39'(P)
SECTION 27
N00°12'04"E 2667.49'(F)
SECTION 26
BEGIN ℄ SURVEY CR 545 STA 104+19.31
NO POINT FOUND OR SET FALLS IN TRAVEL LANE N: 1434276.3648 E: 466063.2866
S89°43'37"E 4.70'(F) 4.60'(P)
STA 104+43.11
66.45' RT(F)
FND 5/8" IRC "FDOT DRMP LB 2648"
END EXISTING R/W LINE TB=N00°08'34"E
N89°51'26"W 35.00'(C)
REUNION PALMER & WATSON GOLF PHASE 1
PB 20, PGS 162-163
SUBJECT TO PIPELINE EASEMENT AGREEMENT ORB 1996, PG 2144
PERPETUAL DRAINAGE EASEMENT ORB 2136, PG 103 (BLANKET)
DRAINAGE ACCESS AND UNOBSTRUCTED EASEMENT(P)
SOUTH LINE OF THE SW 1/4 OF SECTION 26
N89°59'33"E 2671.07'(F)
N37°23'53"E 43.53'(F) 43.54'(P)
N53°38'00"E 28.11'(F) 28.18'(P)
N11°11'56"W 52.89'(F) 52.94'(P)
N20°35'11"E 40.05'(F) 40.11'(P)
N51°27'52"E 51.21'(F) 51.11'(P)
N63°24'17"E 37.26'(F) 37.22'(P)
N43°11'11"E 17.33'(F)(P)
N08°44'16"W 20.22'(F)(P)
N33°23'27"W 24.15'(F)(P)
Δ=53°44'08"(F) 53°38'08"(P)
R=50.00'(F)(P)
L=46.89'(F) 46.81'(P)
CD=45.19'(F) 45.12'(P)
CH=N05°03'41"E
N31°55'45"E 34.98'(F) 35.04'(P)
N53°08'06"E 43.22'(F) 43.18'(P)
N82°12'05"E 50.16'(F) 50.21'(P)
N23°14'43"W 40.55'(F) 40.59'(P)
N00°36'59"E 62.12'(F) 62.09'(P)
N08°36'40"E 46.73'(F) 46.76'(P)
TB=N21°48'23"W
N06°23'24"W 31.55'(F) 31.43'(P)
N89°56'40"W 52.40'(F) 52.25'(P)
N00°32'27"W 65.43'(F) 65.52'(P)
N30°57'59"W 45.00'(F) 44.92'(P)
N67°12'22"W 38.79'(F) 38.74'(P)
N68°39'50"W 31.67'(F) 31.68'(P)
COR25-30 TB=N62°50'15"W
COR25-29
COR25-31
COR25-32
COR25-33
COR25-34
COR25-35
COR25-36
COR25-37
COR25-38
COR25-39
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COR25-46
COR25-47
COR25-48
COR25-49
COR25-50
COR25-51
COR25-52
COR25-53
COR25-54
COR25-55
COR25-56
N02°03'08"W 156.67'(F) 156.68'(P)
N03°34'19"E 71.01'(F)(P)
N04°25'38"E 56.23'(F)(P)
N11°21'54"E 74.87'(F) 74.85'(P)
N34°41'26"E 64.77'(F) 64.72'(P)
N69°52'07"E 45.43'(F) 45.47'(P)
N00°02'17"W 71.37'(F)(P)
N00°17'19"E 14.12'(F)(P)
Δ=56°22'53"(F) 56°37'59"(P)
R=40.00'(F)(P)
L=39.36'(F) 39.54'(P)
CD=37.79'(F) 37.95'(P)
CH=N34°38'49"W
Δ=05°17'39"(F)(P)
R=100.00'(F)(P)
L=9.24'(F)(P)
CD=9.24'(F)(P)
CH=N03°48'33"W
N06°27'22"W 244.38'(F) 244.30'(P)
TRACT C
TRACT K
TRACT P
TRACT L
TRACT L
N00°49'03"E 643.90'(F) 643.81'(P)
N05°34'39"E 38.40'(F) 38.43'(P)
LOT 2 BLOCK 2
MAGNOLIA CREEK PB 12, PGS 70-79
EASEMENT LEGEND
E1 = WATER EASEMENT TO CITY OF KISSIMMEE ORB 2307, PG 131 (BLANKET)
E2 = EASEMENT TO WATER AUTHORITY ORB 2950, PG 2299 (BLANKET)
PARCEL P-1
CORNER DATA
CORNER | DESCRIPTION
COR25-1 | FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-2 | FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-3 | FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-4 | FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-5 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-6 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-7 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-8 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-9 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-10 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-11 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-12 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-13 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-14 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-15 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-16 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-17 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-18 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-19 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-20 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-21 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-22 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-23 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-24 | FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-25 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-26 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-27 | FND 4"X4" CM NO ID BROKEN
COR25-28 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-29 | FND 4"X4" CM BROKEN NO ID W/ 5/8" IR
COR25-30 | FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-31 | FND 4"X4" CM BROKEN NO ID W/ 1/2" IR BENT
CORNER DATA
CORNER | DESCRIPTION
COR25-32 | FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-33 | FND 4"X4" CM NO ID BROKEN W/ BENT 1/2" IR
COR25-34 | FND 1/2" IRC CAP DESTROYED
COR25-35 | FND 4"X4" CM W/ DISK ILLEGIBLE
COR25-36 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-37 | FND 4"X4" CM BROKEN NO ID
COR25-38 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-39 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-40 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-41 | FND 4"X4" CM W/ DISK "PRM LB 1221"
FND 1/2" IRC CAP ILLEGIBLE 0.86'N, 0.00'E(F)
COR25-42 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-43 | FND 4"X4" CM W/ DISK "PRM LB 1221"
FND 1/2" IRC "ASM LB 6393" 0.39'N, 1.68'W(F)
COR25-44 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-45 | FND 4"X4" CM W/ DISK "PRM LB 1221"
FND 1/2" IRC CAP DESTROYED 0.12'S, 0.33'E(F)
COR25-46 | FND 4"X4" CM W/ DISK "PRM LB 1221"
FND 1/2" IR NO ID 0.04'N, 0.31'E(F)
COR25-47 | FND 4"X4" CM W/ DISK "PRM LB 1221"
FND 1/2" IRC CAP DESTROYED 0.03'N, 0.20'E(F)
COR25-48 | FND 4"X4" CM W/ DISK "PRM LB 1221"
FND 1/2" IRC "ASM LB 6393" 0.02'N, 0.13'E(F)
COR25-49 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-50 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-51 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-52 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-53 | FND 4"X4" CM BROKEN NO ID W/ 5/8" IR LEANING SLIGHTLY
COR25-54 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-55 | FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-56 | FND 4"X4" CM W/ DISK "PRM LB 1221"
LINE DATA
LINE | BEARING | DISTANCE
L25-21 | S58°28'32"E | 12.40'(C)(D)
L25-22 | S25°13'45"E | 6.71'(C)(D)
L25-23 | N83°39'06"E | 25.78'(C)(D)
L25-24 | N46°01'00"E | 17.07'(C)(D)
L25-25 | N56°41'00"E | 59.84'(C)(D)
L25-26 | N68°57'15"E | 70.79'(C)(D)
L25-27 | N69°05'51"E | 41.57'(C)(D)
STATE ROAD 400
N42°30'19"E 1403.22'(F)
1058.73'(F) 1057.66'(P)
76.34'(F)
SEE SHEET 13 FOR CONTINUATION
SEE DETAIL "B"
O.U.C. EASEMENT (PARCEL 05-146)
S61°02'04"E 5.24'(F) 3.62'(P)
TRACT C-1
133.45'(P)
102.85'(P)
L=425.19'(F)
STA 109+29.89
180.34' LT(F)
FND 1/2" IRC "M.A.P. LB 7084"
21.39'(F) 21.46'(P)
FND 4"X4" CM W/ DISK "P.B.S.&J. INC. PRM PCP PLS 3700"
20' LSSE(P)
520.42'(F) 520.26'(P)
℄ SURVEY CR 545
100' RESERVED RW PER DB 104, PG 219
AREA TRANSFERRED TO OSCEOLA COUNTY PER ORB 3376, PG 1857
105
110
115
+37.76, 81.56'(F)
N00°12'04"E
Δ=04°22'54"(F) R=11385.00'(F)
L=870.65'(F) CD=870.43'(F)
CH=N02°20'00"E
FND 5/8" IRC "FDOT DRMP LB 2648"
0.02'S, 0.81'W(F) TB=S04°31'27"W
TB=N04°47'10"E
STA 113+12.94, 98.83' RT(F)
FND 4"X4" CM NO ID
BOX CULVERT
FND 4"X4" CM NO ID
S45°58'03"E 26.93'(F)(P)
FND 4"X4" CM NO ID
PARCEL R-1
N88°12'00"W 52.10'(F) 52.08'(P)
N85°48'43"E 5.23'(F)(P)
S37°58'37"E 179.68'(F) 179.86'(P)
Δ=04°08'38"(F) R=10074.00'(F)
L=728.58'(F) CD=728.42'(F)
CH=N02°42'52"E
168.85'(F)
N00°08'02"W 371.79'(F)
TRACT F
TRACT G
TRACT E
SEE DETAIL "A"
PROGRESS ENERGY 10' DISTRIBUTION EASEMENT TRACTS A,B,C,D,E,G,H AND P (BLANKET) ORB 2483-219
TRACT C
TRACT D
TRACT N
TRACT O
TRACT M
TRACT H
TRACT 1
LOT 1
LOT 2
CLOSING LINE
ABBREVIATED PARENT TRACT
BLOCK 2
REUNION PHASE 1, PARCEL 2
PB 14, PGS 144-148
N64°53'00"W 52.24'(F) 52.23'(P)
N67°34'40"W 16.51'(F)(P)
S05°27'45"W 576.71'(C)
N68°40'29"W 40.20'(F) 40.18'(P)
N58°45'04"W 20.29'(F)(P)
N55°42'24"W 84.92'(F) 84.90'(P)
N54°31'41"W 30.66'(F) 30.68'(P)
COR25-47
N68°42'34"W 11.19'(F) 11.21'(P)
N53°49'29"W 19.33'(F) 19.39'(P)
COR25-46
N11°20'15"W 85.98'(F) 85.92'(P)
N18°26'53"E 93.35'(F) 93.39'(P)
N20°14'01"W 65.32'(F) 65.38'(P)
N03°38'12"W 64.85'(F) 64.70'(P)
CONSERVATION EASEMENT ORB 4345-2977
STA 106+20.13
618.04' RT(F)
FND 1/2" IRC NO ID
N05°41'44"E 44.40'(F) 44.39'(P)
N05°38'43"W 44.70'(F) 44.76'(P)
N00°04'11"E 27.90'(F) 27.94'(P)
N06°18'04"W 40.93'(F) 40.92'(P)
R/W LINE
N11°06'04"W 86.88'(F) 86.94'(P)
Δ=09°56'21"(F) 09°59'16"(P)
R=100.00'(F)(P)
L=17.35'(F) 17.43'(P)
CD=17.33'(F) 17.41'(P)
CH=N06°07'53"W
STA 105+94.49
385.94' RT(F)
FND 1/2" IRC BENT CAP DESTROYED
N01°09'43"W 469.63'(F) 469.60'(P)
Δ=03°01'19"(C) R=11350.00'(C) L=598.61'(C) CD=598.54'(C) CH=S01°39'13"W
N89°21'59"E 226.09'(F)
N00°12'04"E 90.97'(C)
TB=N88°40'25"E
STA 110+41.49
116.62' RT(C)
TB=S03°09'52"E
FND 5/8" IRC "FDOT DRMP LB 2648"
N00°12'45"E 1521.93'(F)
35.00'
EXISTING R/W LINE PER F.P. 403497-2
STA 104+43.14
101.45' RT(C)
Δ=03°00'25"(F) 03°00'21"(P)
R=11385.00'(F)(P)
L=597.52'(F) 597.28'(P)
CD=597.45'(F) 597.19'(P)
CH=N01°38'46"E
TB=N11°06'19"W
Δ=80°04'16"(F) 80°30'17"(P)
R=52.00'(F)(P)
L=72.67'(F) 73.06'(P)
CD=66.90'(F) 67.20'(P)
CH=N51°08'27"W
N89°51'21"W 23.00'(C)
N00°12'04"E 96.02'(C)
TB=N03°09'29"E
STA 112+48.85
129.26' RT(C)
TB=S04°12'48"W
FND 1/2" IRC "ASM LB 6393"
FND 5/8" IRC "BS&A LB 1221"
FND 5/8" IR NO ID LEANING EAST 1.37'N, 2.87'W(F)
FND 1/2" IRC NO ID LEANING NE 0.24'N, 3.87'W(F)
TB=S04°31'27"W
TB=N04°24'09"E
STA 113+78.69
103.89' RT(C)
STA 113+78.77
123.95' RT(C)
TB=S04°24'09"W
TAKING LINE
EXISTING R/W LINE PER F.P. 403497-2
Δ=04°08'38"(F) R=10074.00'(F) L=728.58'(F) CD=728.42'(F) CH=N02°42'52"E
RESERVED R/W PER DB 104, PG 219
FND 5/8" IRC "FDOT DRMP LB 2648" 0.02'S, 0.81'W(F) TB=S04°31'27"W TB=N04°47'10"E
FND 4"X4" CM W/ DISK "PRM LB 1221" 0.50'S, 1.39'W(F)
FND 4"X4" CM W/ DISK "PRM LB 1221" N88°21'59"E 0.19'(F)
TB=N02°40'08"E
S89°47'56"E 23.00'(C)
N00°12'04"E 96.02'(C)
TB=N03°09'29"E
STA 110+41.49
116.62' RT(C)
TB=S03°09'52"E
Δ=03°01'19"(C) R=11350.00'(C) L=598.61'(C) CD=598.54'(C) CH=S01°39'13"W
STA 113+12.94, 98.83' RT(F)
Δ=04°22'54"(F) R=11385.00'(F) L=870.65'(F) CD=870.43'(F) CH=N02°20'00"E
TAKING LINE
TRACT E
TRACT C
TRACT D
TRACT H
TRACT F
TRACT G
DETAIL "A" (NOT TO SCALE)
STA 115+73.60
116.34' RT(C)
STA 115+04.07
112.33' RT(C)
N86°17'32"W 8.00'(C)
STA 115+03.58
120.32' RT(C)
STA 115+73.17
124.33' RT(C)
TB=S03°18'01"W
S86°41'59"E 8.00'(C)
N06°25'16"W 1.66'(C)(D)
N20°08'11"E 12.03'(C)(D)
LOT 2 BLOCK 2
LOT 1
MAGNOLIA CREEK PB 12, PGS 70-79
DETAIL "B" (NOT TO SCALE)
LINE DATA
LINE | BEARING | DISTANCE
L25-1 | N84°03'15"W | 13.30'(F)(P)
L25-2 | N45°35'18"W | 13.79'(F)(P)
L25-3 | N23°21'43"W | 15.17'(F) 15.18'(P)
L25-4 | N63°19'20"W | 10.07'(F) 10.08'(P)
L25-5 | N23°20'59"W | 12.02'(F) 12.03'(P)
L25-6 | N31°52'19"W | 20.56'(F) 20.60'(P)
L25-7 | N30°17'00"W | 56.24'(F)(P)
L25-8 | S68°05'21"W | 58.39'(F) 58.32'(P)
L25-9 | S75°47'40"W | 43.36'(F) 43.44'(P)
L25-10 | S81°06'06"W | 44.00'(F) 43.34'(P)
L25-11 | S70°09'29"W | 24.70'(F) 25.79'(P)
L25-12 | N88°21'59"E | 20.07'(F)(P)
L25-13 | N88°21'59"E | 25.46'(F) 25.41'(P)
L25-14 | N01°38'01"W | 73.41'(F) 74.00'(P)
L25-15 | N13°19'23"E | 25.45'(F) 24.85'(P)
L25-16 | N13°19'23"E | 49.70'(F)(P)
L25-17 | N01°38'01"W | 85.42'(F) 85.00'(P)
L25-18 | N88°21'59"E | 19.05'(F) 19.06'(P)
L25-19 | N90°00'00"E | 20.06'(F) 20.04'(P)
L25-20 | N88°21'59"E | 15.08'(C)
CURVE DATA
CURVE | Δ | RADIUS | LENGTH | CHORD DISTANCE | CHORD BEARING
C25-1 | 01°22'28"(F) 01°22'32"(P) | 11385.00'(F)(P) | 273.13'(F) 273.32'(P) | 273.12'(F) 273.31'(P) | N03°50'13"E
C25-2 | 00°41'23"(F) 00°41'19"(P) | 10074.00'(F)(P) | 121.28'(F) 121.11'(P) | 121.28'(F) 121.11'(P) | N04°03'59"E
C25-3 | 00°22'30"(F) 00°22'27"(P) | 10074.00'(F)(P) | 65.95'(F) 65.77'(P) | 65.95'(F) 65.77'(P) | N04°35'55"E
C25-4 | 01°21'58"(F) 01°22'01"(P) | 11365.00'(F)(P) | 270.97'(F) 271.12'(P) | 270.97'(F) 271.12'(P) | N03°50'28"E
C25-5 | 00°23'00"(F) 00°22'57"(P) | 10094.00'(F)(P) | 67.53'(F) 67.40'(P) | 67.53'(F) 67.40'(P) | N04°35'39"E
C25-6 | 01°02'50"(F) 01°02'53"(P) | 11365.00'(F)(P) | 207.74'(F) 207.89'(P) | 207.74'(F) 207.89'(P) | N03°40'55"E
C25-7 | 00°23'46"(C) | 10074.00'(C) | 69.65'(C) | 69.65'(C) | N03°29'54"E
C25-8 | 00°23'46"(C) | 10082.00'(C) | 69.71'(C) | 69.71'(C) | S03°29'54"W
C25-9 | 00°19'08"(C) | 11365.00'(C) | 63.23'(C) | 63.23'(C) | S04°21'54"W
C25-10 | 01°02'55"(C) | 11350.00'(C) | 207.74'(C) | 207.74'(C) | S03°41'20"W
C25-11 | 00°01'30"(C) | 10074.00'(C) | 4.38'(C) | 4.38'(C) | N03°42'32"E
C25-12 | 00°14'10"(C) | 10074.00'(C) | 41.54'(C) | 41.54'(C) | N03°18'01"E
C25-13 | 101°23'26"(C)(D) | 25.00'(C)(D) | 44.24'(C)(D) | 38.69'(C) | N70°49'54"E
C25-14 | 00°28'51"(C) | 11385.00'(F) | 95.53'(C) | 95.53'(C) | N02°54'34"E
C25-15 | 00°05'02"(C) | 10074.00'(F)(P) | 14.73'(C) | 14.73'(C) | N04°44'40"E
TOWNSHIP 25 SOUTH, RANGE 27 EAST
THIS MAP IS NOT A SURVEY
STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
APPROVED BY
DATE 11/12/19
FOR DISTRICT SURVEYOR
REVISION | BY | DATE
ADD FCLS 836 & 837, REV. DETAIL "A" | JJC | 07/20/22
PRELIM P.MCANALLY 11/15/2017
FINAL P. deVIVERO 11/12/2019
CHECKED R. HOLLAND 11/12/2019
FED. PROJ. D518-083-B
SECTION 92130
STATE ROAD NO. 400 (INTERSTATE 4)
OSCEOLA COUNTY
MAPS PREPARED BY: GEODATA CONSULTANTS, INC.
DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
SCALE: 1" = 100'
F.P. NO. 431456-1
SHEET 28 OF 52
PARCEL 125
Page 1115 of 1308
[6/15/2023]

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

For Recording Purposes Only

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. FORCE MAJEURE. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Jaworski - Acting

Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY

Name of Acknowledger Typed, Printed or Stamped

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

Title or Rank

Serial Number, if any.

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14 ,2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

NOTARY PUBLIC
DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast 'h/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

SEE SHEET 39
FOR CONTINUATION

VILLAS AT REUNION SQUARE
PB 19, PGS 151-156

TRACT G-1

TRACT C-4

TRACT G-1

10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2521

CORNER DATA

CORNER	DESCRIPTION
COR25-1	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-2	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-3	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-4	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-5	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-6	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-7	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-8	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-9	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-10	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-11	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-12	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-13	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-14	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-15	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-16	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-17	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-18	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-19	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-20	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-21	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-22	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-23	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-24	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-25	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-26	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-27	FND 4"X4" CM NO ID BROKEN
COR25-28	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-29	FND 4"X4" CM BROKEN NO ID W/ 5/8" IR
COR25-30	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-31	FND 4"X4" CM BROKEN NO ID W/ 1/2" IR BENT

CORNER DATA

CORNER	DESCRIPTION
COR25-32	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-33	FND 4"X4" CM NO ID BROKEN W/ BENT 1/2" IR
COR25-34	FND 1/2" IRC CAP DESTROYED
COR25-35	FND 4"X4" CM W/ DISK ILLEGIBLE
COR25-36	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-37	FND 4"X4" CM BROKEN NO ID
COR25-38	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-39	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-40	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-41	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC CAP ILLEGIBLE 0.86'N, 0.00'E(F)
COR25-42	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-43	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC "ASM LB 6393" 0.39'N, 1.68'W(F)
COR25-44	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-45	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC CAP DESTROYED 0.12'S, 0.33'E(F)
COR25-46	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IR NO ID 0.04'N, 0.31'E(F)
COR25-47	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC CAP DESTROYED 0.03'N, 0.20'E(F)
COR25-48	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC "ASM LB 6393" 0.02'N, 0.13'E(F)
COR25-49	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-50	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-51	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-52	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-53	FND 4"X4" CM BROKEN NO ID W/ 5/8" IR LEANING SLIGHTLY
COR25-54	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-55	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-56	FND 4"X4" CM W/ DISK "PRM LB 1221"

LINE DATA

LINE	BEARING	DISTANCE
L25-21	S58°28'32"E	12.40'(C)(D)
L25-22	S25°13'45"E	6.71'(C)(D)
L25-23	N83°39'06"E	25.78'(C)(D)
L25-24	N46°01'00"E	17.07'(C)(D)
L25-25	N56°41'00"E	59.84'(C)(D)
L25-26	N68°57'15"E	70.79'(C)(D)
L25-27	N69°05'51"E	41.57'(C)(D)

N64°12'07"E
217.60'(F) 217.63'(P)

10' PROGRESS ENERGY EASEMENT ORB 2866, PG 2412

FND 1/2" IRC "LB 6393"

20' PROGRESS ENERGY EASEMENT ORB 2883, PG 2540

FND 1/2" IRC "LB 6393"

TRACT FD-2

ACCESS EASEMENT A-3(P)

Δ=39°51'10"(F) 39°51'10"(P)
R=424.59'(F)(P)
L=295.33'(F)(P)
CD=289.41'(F)(P)
CH=S44°16'32"W

FND 1/2" IR NO ID TB=N24°20'02"E

N24°20'57"E 341.03'(F) 340.81'(P)

℄ OF TRACT S-1

10' PROGRESS ENERGY EASEMENT ORB 2866, PG 2412

TRACT C-2

TRACT S-1
SPLINE ROAD
PRIVATE

ACCESS EASEMENT A-1(P)

Δ=40°47'41"(F) 40°45'20"(P)
R=223.10'(F)(P)
L=158.85'(F) 158.69'(P)
CD=155.51'(F) 155.37'(P)
CH=N44°43'53"E

N89°10'41"E 90.10'(D)

TRACT C-4

FND N&D "P.C.P. LB 6393"

PARCEL GH-1

S89°57'59"E 2653.03'(F)

SOUTH LINE OF THE SE 1/4 OF SECTION 27

Δ=25°06'07"(F) 25°06'05"(P)
R=278.56'(F)(P)
L=122.04'(F)(P)
CD=121.07'(F) 121.06'(P)
CH=S77°40'47"W

TRACT G-2

FND 1/2" IR NO ID 0.44'N, 0.59'W(F)

20' PROGRESS ENERGY EASEMENT ORB 3052, PG 2536

N89°46'10"W 176.74'(F)

10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2536

PARCEL P-1

0 50 100 200 300
Scale: 1" = 100'

FND 4"X4" CM NO ID

K.U.A. EASEMENT ORB 1622, PG 2170

34

27

20' LLSSE(P)

538.10'(F) 538.14'(P)

N00°14'28"E 2498.94'(F) 2499.00'(P)

10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2536

20' LLSSE(P)

1419.03'(F) 1419.14'(P)

20' LLSSE(P)

TRACT G-1

P.B.S.&J. INC. PRM PCP PLS 3700

FND 4"X4" CM W/ DISK "P.B.S.&J. INC. PRM PCP PLS 3700"

SAME POINT

SE COR OF SEC 27
FND N&D "BSA LB 1221"
CCR# 071334

CR 545 (OLD LAKE WILSON ROAD)

SECTION 27

SECTION 26

AREA TRANSFERRED TO OSCEOLA COUNTY PER ORB 3376, PG 1857

105

AREA TRANSFERRED TO OSCEOLA COUNTY PER ORB 3376, PG 1857

110

℄ SURVEY CR 545

100' RESERVED RW PER DB 104, PG 219

115

N00°06'59"W 2660.99'(F)

WEST LINE OF THE NW 1/4 OF SECTION 35

N00°12'50"E 576.07'(F) 576.37'(P)

61.78' (F)

WEST LINE OF THE SW 1/4 OF SECTION 26

N00°12'00"E 1491.30'(F) 1491.39'(P)

1467.49'(F)

N00°12'04"E 2667.49'(F)

20' PRIVATE LANDSCAPE, LIGHTING, SIDEWALK, AND SIGNAGE EASEMENT(P)

30.00' PIPELINE ORB 1931, PG 1089

20' PROGRESS ENERGY EASEMENT ORB 2483, PG 199

FND 4"X4" CM NO ID

35

26

PARCEL G-1

BEGIN ℄ SURVEY
CR 545
STA 104+19.31
NO POINT FOUND OR SET
FALLS IN TRAVEL LANE
N: 1434276.3648
E: 466063.2866

STA 104+43.11
66.45' RT(C)
FND 5/8" IRC "FDOT DRMP LB 2648"
TB=N00°08'34"E
END EXISTING R/W LINE

S89°43'37"E 4.70'(F) 4.60'(P)

FND 5/8" IRC "FDOT DRMP LB 2648"
N00°12'45"E 1521.93'(F)

35.00'

EXISTING R/W LINE PER F.P. 403497-2

N89°51'26"W 35.00'(C)

STA 104+43.14
101.45' RT(C)
Δ=03°00'25"(F) 03°00'21"(P)
R=11385.00'(F)(P)
L=597.52'(F) 597.28'(P)
CD=597.45'(F) 597.19'(P)
CH=N01°38'46"E

Δ=03°01'19"(C)
R=11350.00'(C)
L=598.61'(C)
CD=598.54'(C)
CH=S01°39'13"W

R/W LINE
TB=N11°06'19"W
N11°06'04"W 86.88'(F) 86.94'(P)
Δ=09°56'21"(F) 09°59'16"(P)
R=100.00'(F)(P)
L=17.35'(F) 17.43'(P)
CD=17.33'(F) 17.41'(P)
CH=N06°07'53"W

STA 105+94.49
385.94' RT(F)
FND 1/2" IRC BENT CAP DESTROYED

N01°09'43"W 469.63'(F) 469.60'(P)

N06°27'22"W 244.38'(F) 244.30'(P)

Δ=80°04'16"(F) 80°30'17"(P)
R=52.00'(F)(P)
L=72.67'(F) 73.06'(P)
CD=66.90'(F) 67.20'(P)
CH=N51°08'27"W

Δ=04°22'54"(F) R=11385.00'(F)
L=870.65'(F) CD=870.43'(F)
CH=N02°20'00"E

+37.76, 81.56'(F)

STA 109+29.89
180.34' LT(F)
FND 1/2" IRC "M.A.P. LB 7084"

21.39'(F) 21.46'(P)

102.95'(P)

133.45'(P)

STATE ROAD 400

N42°30'19"E 1403.22'(F)
1058.73'(F) 1057.66'(P)

76.34'(F)

S61°02'04"E 5.24'(F) 3.62'(P)

O.U.C. EASEMENT (PARCEL C5-146) ORB 5257, PG 1845

10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2521

L=425.19'(P)

TRACT C-1

FND 4"X4" CM NO ID

S45°58'03"E 26.93'(F)(P)

FND 4"X4" CM NO ID

PARCEL R-1
N88°12'00"W
52.10'(F)
52.08'(P)

N85°48'43"E 5.23'(F)(P)

S57°58'59"E 179.68'(F) 179.66'(P)

10' PROGRESS ENERGY EASEMENT ORB 3052, PG 2521

67.21'(P)

Δ=04°08'38"(F)
R=10074.00'(F)
L=728.58'(F)
CD=728.32'(F)
CH=N02°42'52"E

20' GSE(P)

20' LLSSE(P) 520.42'(F) 520.26'(P)

FND 4"X4" CM NO ID

168.85'(F)

N00°08'02"W 371.79'(F)

SEE SHEET 13
FOR CONTINUATION

SEE DETAIL "B"

LINE DATA

LINE	BEARING	DISTANCE
L25-1	N84°03'15"W	13.30'(F)(P)
L25-2	N45°35'18"W	13.79'(F)(P)
L25-3	N23°21'43"W	15.17'(F) 15.18'(P)
L25-4	N63°19'20"W	10.07'(F) 10.08'(P)
L25-5	N23°20'59"W	12.02'(F) 12.03'(P)
L25-6	N31°52'19"W	20.56'(F) 20.60'(P)
L25-7	N30°17'00"W	56.24'(F)(P)
L25-8	S68°05'21"W	58.39'(F) 58.32'(P)
L25-9	S75°47'40"W	43.36'(F) 43.44'(P)
L25-10	S81°06'06"W	44.00'(F) 43.34'(P)
L25-11	S70°09'29"W	24.70'(F) 25.79'(P)
L25-12	N88°21'59"E	20.07'(F)(P)
L25-13	N88°21'59"E	25.46'(F) 25.41'(P)
L25-14	N01°38'01"W	73.41'(F) 74.00'(P)
L25-15	N13°19'23"E	25.45'(F) 24.85'(P)
L25-16	N13°19'23"E	49.70'(F)(P)
L25-17	N01°38'01"W	85.42'(F) 85.00'(P)
L25-18	N88°21'59"E	19.05'(F) 19.06'(P)
L25-19	N90°00'00"E	20.06'(F) 20.04'(P)
L25-20	N88°21'59"E	15.08'(C)

REUNION PALMER & WATSON
GOLF PHASE 1
PB 20, PGS 162-163

SUBJECT TO PIPELINE EASEMENT AGREEMENT ORB 1996, PG 2144

PERPETUAL DRAINAGE EASEMENT ORB 2136, PG 103 (BLANKET)

DRAINAGE ACCESS AND UNOBSTRUCTED EASEMENT(P)

Δ=56°22'53"(F) 56°37'59"(P)
R=40.00'(F)(P)
L=39.36'(F) 39.54'(P)
CD=37.79'(F) 37.95'(P)
CH=N34°38'49"W

COR25-30
TB=N62°50'15"W

N82°12'05"E 50.16'(F) 50.21'(P)
N23°14'43"W 40.55'(F) 40.59'(P)
N00°36'59"E 62.12'(F) 62.09'(P)
N08°36'40"E 46.73'(F) 46.76'(P)
TB=N21°48'23"W
N06°23'24"W 31.55'(F) 31.43'(P)
N89°56'40"W 52.40'(F) 52.25'(P)
N00°32'27"W 65.43'(F) 65.52'(P)
N30°57'59"W 45.00'(F) 44.92'(P)
N67°12'22"W 38.79'(F) 38.74'(P)
N68°39'50"W 31.67'(F) 31.68'(P)

N37°23'53"E 43.53'(F) 43.54'(P)
N53°38'00"E 28.11'(F) 28.18'(P)
N11°11'56"W 52.89'(F) 52.94'(P)
N20°35'11"E 40.05'(F) 40.11'(P)
N51°27'57"E 51.21'(F) 51.13'(P)

N63°24'17"E 37.26'(F) 37.22'(P)
N43°11'11"E 17.33'(F)(P)
N08°44'16"W 20.22'(F)(P)
N33°23'27"W 24.15'(F)(P)
Δ=53°44'08"(F) 53°38'08"(P)
R=50.00'(F)(P)
L=46.89'(F) 46.81'(P)
CD=45.19'(F) 45.12'(P)
CH=N05°03'41"E
N31°55'45"E 34.98'(F) 35.04'(P)
N53°08'06"E 43.22'(F) 43.18'(P)

N89°59'33"E 2671.07'(F)

SOUTH LINE OF THE SW 1/4 OF SECTION 26

COR25-5 COR25-6 COR25-7 COR25-8 COR25-9 COR25-10 COR25-11 COR25-12 COR25-13 COR25-14 COR25-15 COR25-16 COR25-17 COR25-18 COR25-19 COR25-20 COR25-21 COR25-22 COR25-23 COR25-24 COR25-25 COR25-26 COR25-27 COR25-28 COR25-29 COR25-30 COR25-31 COR25-32 COR25-33 COR25-34 COR25-35

TRACT L

S57°09'41"E 35.75'(F) 35.82'(P)

N00°49'03"E 643.90'(F) 643.81'(P)

N05°34'39"E 38.40'(F) 38.43'(P)

LOT 2
BLOCK 2

STA 106+20.13
614.04' RT(F)
FND 1/2" IR NO ID

EASEMENT LEGEND
E1 = WATER EASEMENT TO CITY OF KISSIMMEE ORB 2307, PG 131 (BLANKET)
E2 = EASEMENT TO WATER AUTHORITY ORB 2950, PG 2299 (BLANKET)

MAGNOLIA CREEK
PB 12, PGS 70-79

TRACT K

TRACT P

TRACT C

TRACT L

REUNION PHASE 1, PARCEL 2
PB 14, PGS 144-148

TRACT 1

TRACT H

TRACT N

TRACT O

TRACT M

BLOCK 2

LOT 1

LOT 2

CLOSING LINE
S05°47'45"W
16.51'(F)
276.71'(C)
ABBREVIATED PARENT TRACT

N64°53'00"W 52.24'(F) 52.23'(P)

N68°40'29"W 40.20'(F) 40.18'(P)

N58°45'04"W 20.29'(F)(P)

N55°42'24"W 84.92'(F) 84.90'(P)

N54°31'41"W 30.66'(F) 30.68'(P)

N68°42'34"W 11.19'(F) 11.21'(P)

N53°49'29"W 19.33'(F) 19.39'(P)

N11°20'15"W 85.98'(F) 85.92'(P)

N18°26'53"E 93.35'(F) 93.39'(P)

N20°14'01"W 65.32'(F) 65.38'(P)

N03°38'12"W 64.85'(F) 64.70'(P)

CONSERVATION EASEMENT ORB 4345-2977

N05°41'44"E 44.40'(F) 44.39'(P)

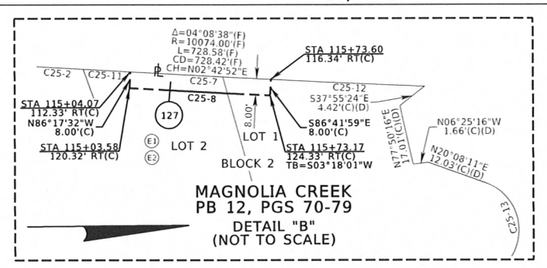
N05°38'43"W 44.70'(F) 44.76'(P)

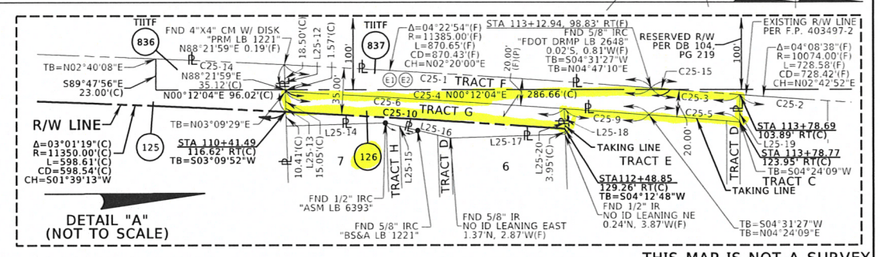
N00°04'11"E 27.90'(F) 27.94'(P)

N06°18'04"W 40.93'(F) 40.92'(P)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C25-1	01°22'28"(F) 01°22'32"(P)	11385.00'(F)(P)	273.13'(F) 273.32'(P)	273.12'(F) 273.31'(P)	N03°50'13"E
C25-2	00°41'23"(F) 00°41'19"(P)	10074.00'(F)(P)	121.28'(F) 121.11'(P)	121.28'(F) 121.11'(P)	N04°03'59"E
C25-3	00°22'30"(F) 00°22'27"(P)	10074.00'(F)(P)	65.95'(F) 65.77'(P)	65.95'(F) 65.77'(P)	N04°35'55"E
C25-4	01°21'58"(F) 01°22'01"(P)	11365.00'(F)(P)	270.97'(F) 271.12'(P)	270.97'(F) 271.12'(P)	N03°50'28"E
C25-5	00°23'00"(F) 00°22'57"(P)	10094.00'(F)(P)	67.53'(F) 67.40'(P)	67.53'(F) 67.40'(P)	N04°35'39"E
C25-6	01°02'50"(F) 01°02'53"(P)	11365.00'(F)(P)	207.74'(F) 207.89'(P)	207.74'(F) 207.89'(P)	N03°40'55"E
C25-7	00°23'46"(C)	10074.00'(C)	69.65'(C)	69.65'(C)	N03°29'54"E
C25-8	00°23'46"(C)	10082.00'(C)	69.71'(C)	69.71'(C)	S03°29'54"W
C25-9	00°19'08"(C)	11365.00'(C)	63.23'(C)	63.23'(C)	S04°21'54"W
C25-10	01°02'55"(C)	11350.00'(C)	207.74'(C)	207.74'(C)	S03°41'20"W
C25-11	00°01'30"(C)	10074.00'(C)	4.38'(C)	4.38'(C)	N03°42'32"E
C25-12	00°14'10"(C)	10074.00'(C)	41.54'(C)	41.54'(C)	N03°18'01"E
C25-13	101°23'26"(C)(D)	25.00'(C)(D)	44.24'(C)(D)	38.69'(C)	N70°49'54"E
C25-14	00°28'51"(C)	11385.00'(F)	95.53'(C)	95.53'(C)	N02°54'34"E
C25-15	00°05'02"(C)	10074.00'(F)(P)	14.73'(C)	14.73'(C)	N04°44'40"E





THIS MAP IS NOT A SURVEY

STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

TOWNSHIP 25 SOUTH, RANGE 27 EAST

RIGHT OF WAY MAPS

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY
FOR DISTRICT SURVEYOR
DATE 11/12/19

REVISION	BY	DATE
ADD FCLS 836 & 837; REV. DETAIL "A"	JJC	07/20/22

	BY	DATE
PRELIM	P.MCANALLY	11/15/2017
FINAL	P. deVIVERO	11/12/2019
CHECKED	R. HOLLAND	11/12/2019

FED. PROJ. D518-083-B — SECTION 92130
STATE ROAD NO. 400 (INTERSTATE 4) — OSCEOLA COUNTY

MAPS PREPARED BY: GEODATA CONSULTANTS, INC.
DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
SCALE: 1" = 100'
F.P. NO. 431456-1
SHEET 28 OF 52

PARCEL 126

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

For Recording Purposes Only

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant
George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Jaworski - Acting
Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

SEE SHEET 39
FOR CONTINUATION

VILLAS AT REUNION SQUARE
PB 19, PGS 151-156

TRACT G-1

TRACT C-4

TRACT G-1

CORNER DATA

CORNER	DESCRIPTION
COR25-1	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-2	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-3	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-4	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-5	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-6	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-7	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-8	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-9	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-10	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-11	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-12	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-13	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-14	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-15	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-16	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-17	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-18	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-19	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-20	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-21	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-22	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-23	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-24	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-25	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-26	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-27	FND 4"X4" CM NO ID BROKEN
COR25-28	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-29	FND 4"X4" CM BROKEN NO ID W/ 5/8" IR
COR25-30	FND 4"X4" CM W/ DISK "PCP LB 6393"
COR25-31	FND 4"X4" CM BROKEN NO ID W/ 1/2" IR BENT

CORNER DATA

CORNER	DESCRIPTION
COR25-32	FND 4"X4" CM W/ DISK "PRM LB 6393"
COR25-33	FND 4"X4" CM NO ID BROKEN W/ BENT 1/2" IR
COR25-34	FND 1/2" IRC CAP DESTROYED
COR25-35	FND 4"X4" CM W/ DISK ILLEGIBLE
COR25-36	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-37	FND 4"X4" CM BROKEN NO ID
COR25-38	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-39	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-40	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-41	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC CAP ILLEGIBLE 0.86'N, 0.00'E(F)
COR25-42	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-43	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC "ASM LB 6393" 0.39'N, 1.68'W(F)
COR25-44	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-45	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC CAP DESTROYED 0.12'S, 0.33'E(F)
COR25-46	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IR NO ID 0.04'N, 0.31'E(F)
COR25-47	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC CAP DESTROYED 0.03'N, 0.20'E(F)
COR25-48	FND 4"X4" CM W/ DISK "PRM LB 1221" FND 1/2" IRC "ASM LB 6393" 0.02'N, 0.13'E(F)
COR25-49	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-50	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-51	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-52	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-53	FND 4"X4" CM BROKEN NO ID W/ 5/8" IR LEANING SLIGHTLY
COR25-54	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-55	FND 4"X4" CM W/ DISK "PRM LB 1221"
COR25-56	FND 4"X4" CM W/ DISK "PRM LB 1221"

LINE DATA

LINE	BEARING	DISTANCE
L25-21	S58°28'32"E	12.40'(C)(D)
L25-22	S25°13'45"E	6.71'(C)(D)
L25-23	N83°39'06"E	25.78'(C)(D)
L25-24	N46°01'00"E	17.07'(C)(D)
L25-25	N56°41'00"E	59.84'(C)(D)
L25-26	N68°57'15"E	70.79'(C)(D)
L25-27	N69°05'51"E	41.57'(C)(D)

STATE ROAD 400

SEE SHEET 13
FOR CONTINUATION

SEE DETAIL "B"

SEE DETAIL "A"

TRACT FD-2

TRACT C-2

TRACT S-1
SPLINE ROAD
PRIVATE

TRACT G-2

TRACT C-4

PARCEL GH-1

PARCEL P-1

TRACT C-1

PARCEL R-1

TRACT F

TRACT G

TRACT E

TRACT C

TRACT D

TRACT A

TRACT 1

TRACT N

TRACT O

TRACT H

TRACT K

TRACT P

TRACT L

TRACT M

LOT 1

LOT 2

BLOCK 2

PARCEL G-1

SECTION 27

SECTION 26

SECTION 34

SECTION 35

CR 545 (OLD LAKE WILSON ROAD)

SE COR OF SEC 27
FND N&D
"BSA LB 1221"
CCR# 071334

SAME POINT

FND 4"X4" CM
NO ID

FND 4"X4" CM W/ DISK
"PRM LB 6393"

FND 1/2" IRC
"LB 6393"

FND 1/2" IR
NO ID
TB=N24°20'02"E

FND N&D
"P.C.P. LB 6393"

FND 1/2" IR
NO ID
0.44'N, 0.59'W(F)

FND 4"X4" CM
NO ID

FND 5/8" IRC
"FDOT DRMP LB 2648"

FND 5/8" IR
NO ID LEANING EAST
1.37'N, 2.87'W(F)

FND 5/8" IRC
"BS&A LB 1221"

FND 1/2" IRC
"ASM LB 6393"

FND 1/2" IR
NO ID LEANING NE
0.24'N, 3.87'W(F)

FND 4"X4" CM W/ DISK
"P.B.S.&I. INC. PRM
PCP PLS 3700"

FND 4"X4" CM W/ DISK
"PRM LB 1221"
N88°21'59"E 0.19'(F)

FND 4"X4" CM W/ DISK
"PRM LB 1221"
N88°21'59"E 35.12'(C)

FND 1/2" IRC
"M.A.P. LB 7084"

FND 4"X4" CM
NO ID

FND 4"X4" CM NO ID

FND 4"X4" CM
NO ID

FND 4"X4" CM
NO ID

FND 4"X4" CM

LARRY WHALEY 3P
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

CL 99076600 OR 1614/2605
MMF Rec. Date 05/13/99 Time 08:54

Documentary Tax Pd. $ .70

EASEMENT $ .50 Intangible Tax Pd.

LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY BY

THIS INDENTURE made and entered into this 27th day of April, 1999, by and between parties of the first part, K Hills, Inc. and the **CITY OF KISSIMMEE, FLORIDA**, a Municipal corporation existing under the laws of the State of Florida, party of the second part,

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar, receipt whereof is hereby acknowledged, and the benefits they may derive therefrom and other good and valuable considerations, said parties of the first part do give and grant unto said party of the second part, its successors and assigns, a perpetual easement over and across the following described property located in Osceola County, Florida, to-wit:

"LEGAL DESCRIPTION"

A 20 ft. wide utility easement.

The West 20 ft. of the East 35 ft. of Lots 3 thru 1, Block D, FLORIDA FRUIT AND TRUCK LAND CO.'s subdivision of Section 22, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Record of Osceola County, Florida. Said lands lying in Osceola County, Florida, containing 0.895 acres. A sketch of the easement and its legal description set forth herein is attached.

Parcel Tax Identification Number: 22-25-27-3160-000D-0010

An Easement for Utility purposes, over and across the above described property for the purpose of maintaining and keeping in repair a sewer, reuse and water utility service, in such manner as said second party may deem advisable.

Party of the first part shall not alter the ground elevation more than one (1) foot without prior written approval from the party of the second part.

Party of the first part shall not, except as permitted below, place any permanent structures upon the above-described easement.

Party of the first part shall not place any obstacles which prohibit the party of the second part from repairing, replacing or maintaining the utility service.

Party of the second part shall restore the property to its original condition or better after construction and after any repairs.

This easement is given by the party of the first part under the following terms: (1) The City will provide at no cost or expense to the party of the first part, a stub-out for water and a stub-out for sewer for each parcel lot (i.e. Section 22, Block D, Lots 1, 2, 3 & 4) for hook-up to hereafter provide water and sewer service to the K. Hills property. The stub-outs will be at locations mutually agreeable to both K. Hills and the City. (2) K. Hills, its successors and assigns may tap into the utilities to be constructed within the easement described above at no cost, however, the party of the first part understands that impact fees, hydraulic shares and connection fees will be due as the property is developed and water and sewer service is initiated. (3) Water may be used for irrigation purposes unless reuse is provided by the City, in which the reuse water will then be used for irrigation purposes. The irrigation water will be charged to the party of the first part at the least per gallon cost as anyone pays to the City, exclusive of large user agreements and other site specific agreements. (4) K. Hills, its successors and assigns shall have the right, with impunity, to pave over and utilize for road purposes and/or to landscape and sod over the surface of said easemen area. K. Hills will be responsible for restoring pavement and landscaping within the easement area.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seals the date first above written.

Signed, sealed and delivered in the presence of:
(Signature of TWO witnesses required by Florida Law)

Witness

LINDA S. MATTINI
printed or typed name

Witness

Ricardo Hernández
printed or typed name

K HILLS, INC.
a Florida Corporation

By: _____

Miriam E. Sabo
printed or typed name
title: President
address: _____

Doubletree Guest Suites,
Orlando / Maingate
4787 W. irlo Bronson Hwy.
Kissimmee, FL 34746

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me personally appeared Miriam E. Sabo to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed, and did/did not take an oath.

WITNESS my hand and seal this 27 day of April, 19 99

NOTARY PUBLIC STATE OF FLORIDA
RAY RIVERA
My Commission CC587706
Expires Jun 26 2000

printed or typed name

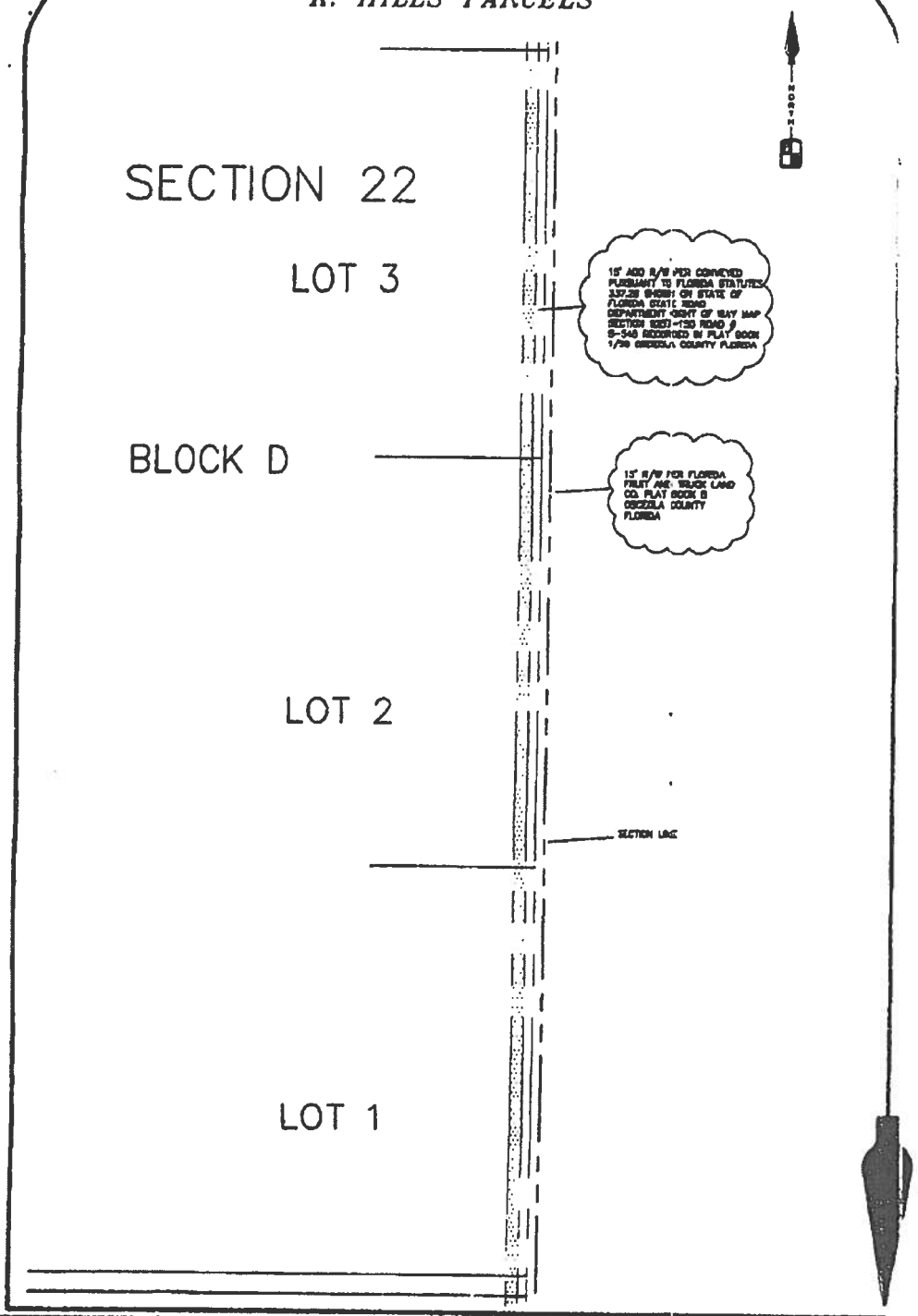
Notary Public in and for the
County and State aforesaid
My Commission Expires:

Document Prepared By: Department of Water Resources
1100 N. Main St., Suite A
Kissimmee, FL 34744-4283

Document Returned To: Department of Water Resources
1100 N. Main St., Suite A
Kissimmee, FL 34744-4283
(407) 518-2160

CL 99076600 OR 1614/2607

K. HILLS PARCELS



JOB NO. DWG. NO. EASEMENT | PROJECT ADDRESS:

FRANKLIN SURVEYING & MAPPING, INC.
1400 W. OAK ST. SUITE G
KISSIMMEE, FL 34741
A PROFESSIONAL LAND SURVEYING AND MAPPING COMPANY
CERTIFICATE NO. LB 6605
PHONE 846-1216 FAX 846-0037

SCALE N/A SEC. 22 TWP. 25 S. RNG. 27 E.

SURVEY / DATE	REVISIONS
K. HILLS PARCEL 07-02-98	REV. 7-02-98

EDWARD V. MIZO JR. NO.3376
FLORIDA REGISTERED LAND SURVEYOR AND MAPPER.
NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

For Recording Purposes Only

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. FORCE MAJEURE. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Jaworski - Acting

Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY

Name of Acknowledger Typed, Printed or Stamped

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

Title or Rank

Serial Number, if any.

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14 ,2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

NOTARY PUBLIC
DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

SEE SHEET 3 FOR CONTINUATION

(A) = 10' DUKE ENERGY DISTRIBUTION EASEMENT BLANKET-NOT MAPABLE ORB 4157, PG 2370

(B) = DRAINAGE EASEMENT ORB 2876, PG 2633

(C) = BILLBOARD EASEMENT ORB 3460, PG 1724

LINE DATA

LINE	BEARING	DISTANCE
L9-1	N03°13'44"W	25.67'(F) 25.64'(P)
L9-2	N37°40'27"W	47.33'(F) 47.29'(P)
L9-3	N22°49'12"E	37.47'(F) 37.52'(P)
L9-4	N55°31'58"E	61.06'(F) 61.13'(P)
L9-5	N07°55'51"E	11.50'(F) 11.53'(P)
L9-6	N86°50'17"E	42.40'(F) 42.38'(P)
L9-7	N79°54'34"E	3.01'(F) 3.02'(P)
L9-8	N73°02'02"E	46.58'(F) 46.68'(P)
L9-9	S83°19'29"E	37.38'(F) 37.32'(P)
L9-10	N63°05'56"E	74.27'(F) 74.29'(P)
L9-11	N49°51'26"W	16.00'(C)
L9-12	S40°08'34"W	81.91'(C)
L9-13	S49°51'26"E	16.00'(C)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C9-2	28°43'22"(F)	124.97'(F)	62.65'(F)	61.99'(F)	N14°13'58"W
C9-3	08°11'08"(F)	124.97'(F)	17.85'(F)	17.84'(F)	N32°41'13"W
C9-4	09°11'09"(F)	124.97'(F)	20.04'(F)	20.01'(F)	N41°22'21"W

CURVE DATA

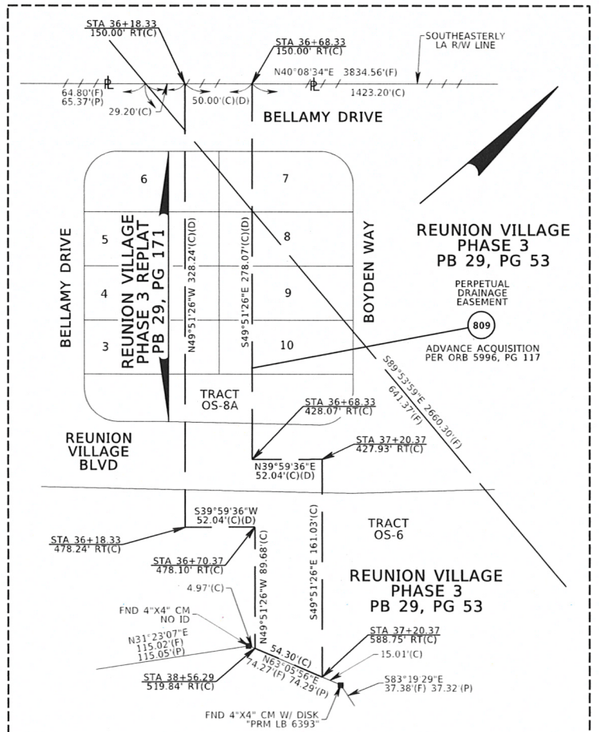
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C9-1	90°09'52"(F) 90°02'05"(D)	124.97'(F)(D)	196.66'(F) 196.38'(D)	176.99'(F)	N44°57'13"W
C9-5	03°55'40"(F) 03°43'10"(P)	25.00'(F)(P)	1.71'(F) 1.62'(P)	1.71'(F) 1.62'(P)	N76°06'34"E
C9-6	84°40'46"(F)(P)	25.00'(F)(P)	36.95'(F)(P)	33.68'(F)(P)	S40°59'06"E
C9-13	44°04'13"(F) 44°20'19"(D)	124.97'(F)(D)	96.12'(F) 96.71'(D)	93.77'(F)	N68°00'03"W
C9-14	22°47'21"(C) 22°47'24"(P)	375.59'(C)(P)	149.39'(C)(P)	148.41'(C)	N49°05'34"E
C9-15	00°43'03"(C)(P)	8684.54'(C)(P)	108.77'(C)(P)	108.77'(C)	N37°20'22"E
C9-16	25°45'15"(C)(P)	400.00'(C)(P)	179.80'(C)(P)	178.29'(C))P)	N27°13'49"E

THIS MAP IS NOT A SURVEY

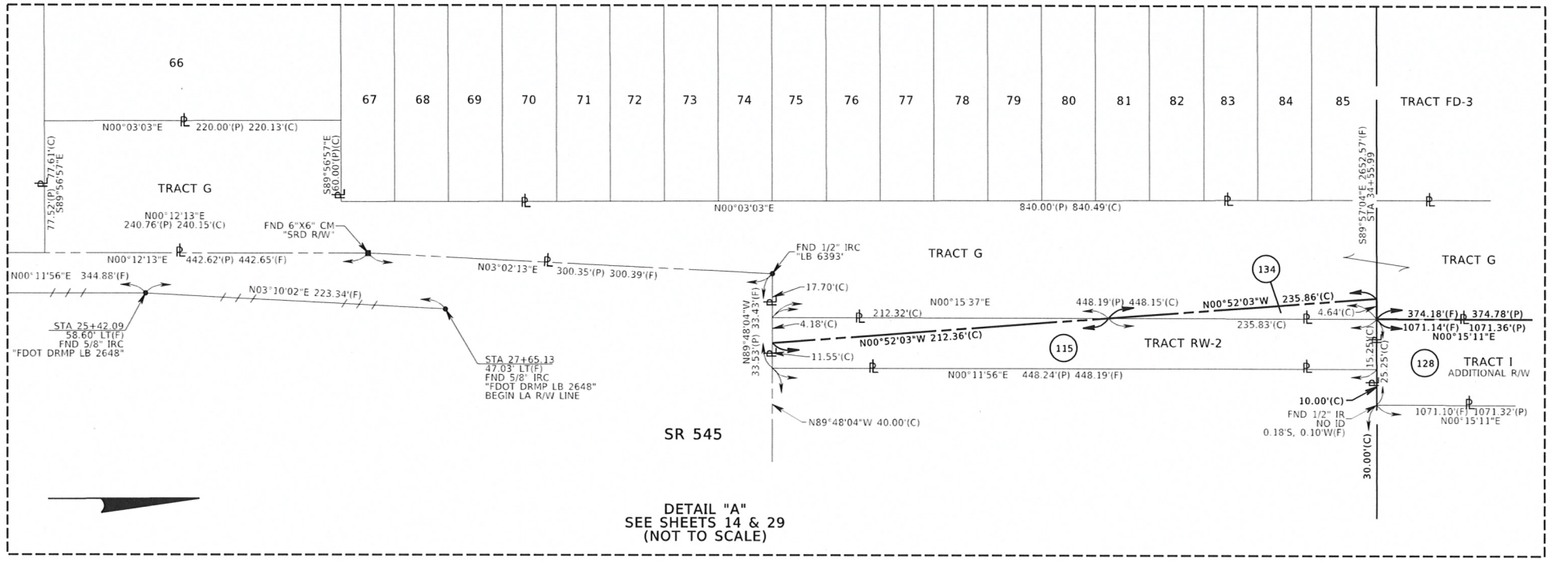
STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY / DATE 11/12/19 FOR DISTRICT SURVEYOR	REVISION / BY / DATE: DELETE P106-A; REV P809; ADD P829, PG53; REV LOC 08/02/22 P.McANALLY	BY / DATE: PRELIM P.MCANALLY 11/15/2017; FINAL P. deVIVERO 11/12/2019; CHECKED R. HOLLAND 11/12/2019	FED. PROJ. D518-083-B; SECTION 92130; STATE ROAD NO. 400 (INTERSTATE 4); OSCEOLA COUNTY; MAPS PREPARED BY: GEODATA CONSULTANTS, INC.; DATA SOURCE: SEE GENERAL NOTES ON SHEET 1; SCALE: 1" = 100'; F.P. NO. 431456-1; SHEET 11 OF 52

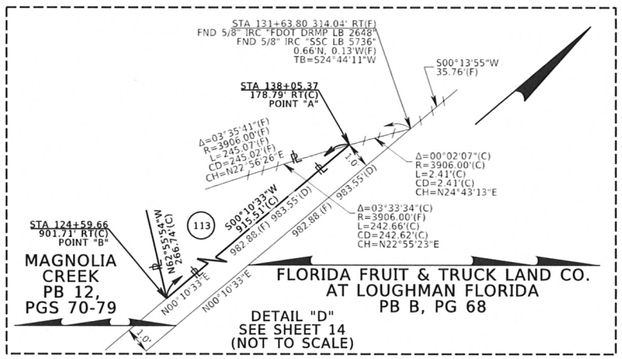
PARCEL 810



DETAIL "C"
SEE SHEET 11
(NOT TO SCALE)

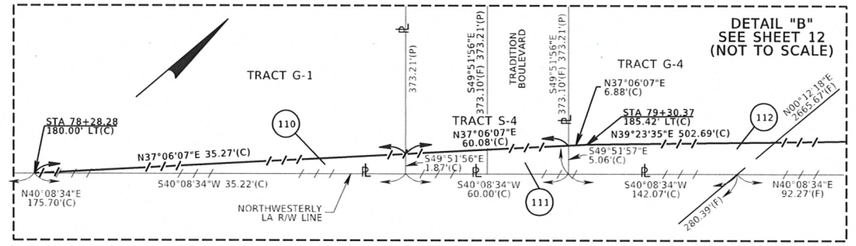


DETAIL "A"
SEE SHEETS 14 & 29
(NOT TO SCALE)

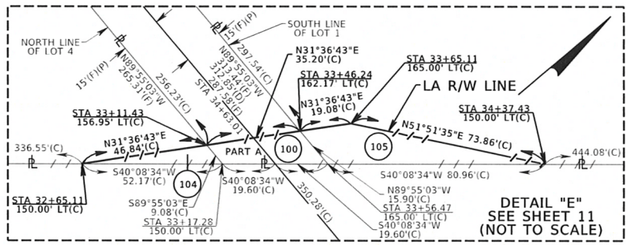


FLORIDA FRUIT & TRUCK LAND CO.
AT LOUGHMAN FLORIDA
PB B, PG 68

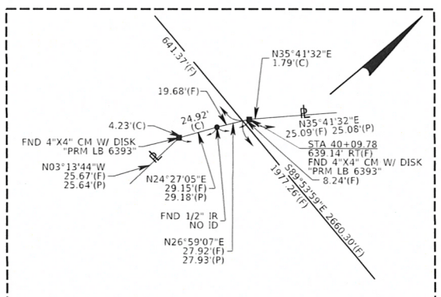
DETAIL "D"
SEE SHEET 14
(NOT TO SCALE)



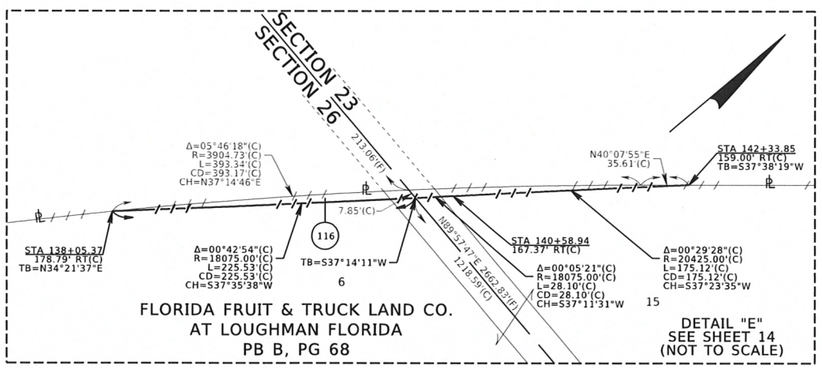
DETAIL "B"
SEE SHEET 12
(NOT TO SCALE)



DETAIL "E"
SEE SHEET 11
(NOT TO SCALE)

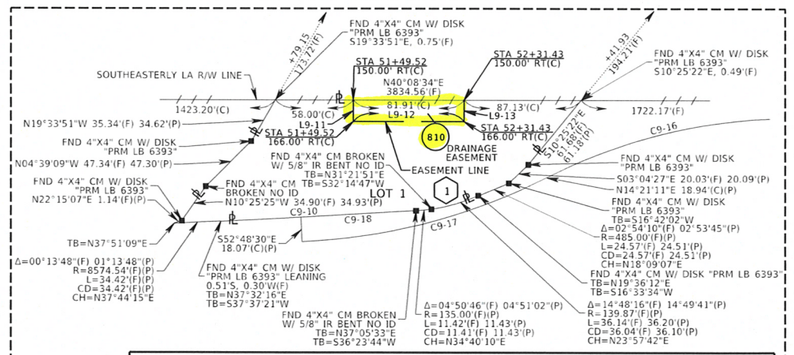


DETAIL "D"
SEE SHEET 11
(NOT TO SCALE)



FLORIDA FRUIT & TRUCK LAND CO.
AT LOUGHMAN FLORIDA
PB B, PG 68

DETAIL "E"
SEE SHEET 14
(NOT TO SCALE)



DETAIL "B"
SEE SHEET 11
(NOT TO SCALE)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C9-10	01°08'32"(F) 01°08'00"(P)	7273.97'(F)(P)	145.01'(F) 143.89'(P)	145.01'(F) 143.89'(P)	N36°58'00"E
C9-16	25°45'15"(C)(P)	400.00'(C)(P)	179.80'(C)(P)	178.29'(C))(P)	N27°13'49"E
C9-17	23°22'14"(C)(P)	440.00'(C)(P)	179.47'(C)(P)	178.23'(C)(P)	N26°02'18"E
C9-18	00°40'29"(C) 00°40'27"(P)	7273.97'(C) 7282.52'(P)	85.67'(C)(P)	85.67'(C)(P)	S36°43'59"W

LINE DATA

LINE	BEARING	DISTANCE
L9-11	N49°51'26"W	16.00'(C)
L9-12	S40°08'34"W	81.91'(C)
L9-13	S49°51'26"E	16.00'(C)

THIS MAP IS NOT A SURVEY

STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY
FOR DISTRICT SURVEYOR
DATE 11/12/19

REVISION	BY	DATE
UPDATE DET. "A" (P123,124), C"(P106) & "D" (P109), REV. (P80)	J.CAMPBELL	07/21/22

	BY	DATE
PRELIM	P.MCANALLY	11/15/2017
FINAL	P. deVIVERO	11/12/2019
CHECKED	R. HOLLAND	11/12/2019

FED. PROJ. D518-083-B — SECTION 92130
STATE ROAD NO. 400 (INTERSTATE 4) — OSCEOLA COUNTY
F.P. NO. 431456-1 — SHEET 43 OF 52

MAPS PREPARED BY: GEODATA CONSULTANTS, INC.
DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
SCALE: NOT TO SCALE

PARCEL 810

ITEM 7.V
Transfer of Funds for The Haven on Vine Operating Accounts

Request

Approval to transfer funds to increase the budget from the purchase of 1815 W. Vine and 1555 Hollywood (The Haven on Vine) and establish operating accounts, as necessary, for the project.

Explanation

On June 12, 2023, the City purchased the property now known as The Haven on Vine. Credits in the following amounts were detailed in the sales contract and need to be transferred to fund operational expenses:
Tenant security deposits - $77,661.88
Prorated rents - $27,609.42
Prorated property and tangible taxes - $12,883.71
Seller credit - $50,000
Leases payments are projected at $56,500 per month which will be transferred monthly.

Finance has established the fund for operating expenses on the property. A transfer of the funds above and subsequent rental revenues is necessary to ensure the availability of funding in operating accounts.

The projected budget is based on a 4-month timeframe and will be revised as the HUD requirements for Uniform Relocation Assistance impacts are finalized, a property manager is selected, and the property reaches full occupancy.

Recommendation

Approval to transfer sales credits and revenues to establish the fund and increase the budget to the appropriate operating accounts for the project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. The Haven Account Numbers and Budget

The Haven Project/ Account Numbers

Org	Object	Description	June - September 2023 Original Budget	Monthly Budget
03400104	104000	CASH	50,000.00	
03400115	115056	ACCOUNTS RECEIVABLE LEASES (Projected)	226,000.00	56,500.00
03400220	220024	SECURITY DEPOSIT	77,661.88	
03400362	362008	LEASE REVENUE	27,609.42	
03400369	369900	OTHER MISC REVENUE	0.00	
03400380	380001	FUND BALANCE	0.00	
REVENUES			381,271.30	56,500.00
3410103		TAXES (Tangible and Property)	12,880.71	3,220.18
03410103	503131	PROFESSIONAL SERVICES	5,000.00	1,250.00
03410103	503434	OTHER CONTRACT SERVICES	16,700.00	4,175.00
03410103	503435	OTHER SERVICES_CUSTODIAL		5,000.00
03410103	504141	COMMUNICATION SERVICES	10,000.00	2,500.00
03410103	504242	POSTAGE	1,000.00	250.00
03410103	504343	ELECTRIC	44,000.00	11,000.00
03410103	504344	WATER & SEWER	28,000.00	7,000.00
03410103	504345	STORMWATER FEES	0.00	0.00
03410103	504347	SOLID WASTE DISPOSAL FEE	6,000.00	1,500.00
03410103	504444	RENTALS AND LEASES		
03410103	504545	GENERAL INSURANCE		
03410103	504646	BUILDING & GROUNDS	8,000.00	2,000.00
03410103	504647	OTHER EQUIPMENT MAINTENANCE	2,500.00	625.00
03410103	504747	PRINTING	1,500.00	375.00
03410103	505151	OFFICE SUPPLIES	500.00	125.00
03410103	505252	OPERATING SUPPLIES	2,500.00	625.00
03410103	505253	CLEANING SUPPLIES	1,000.00	250.00
03410103	505254	CHEMICAL SUPPLIES	1,000.00	250.00
03410103	505255	TOOLS & EQUIPMENT	1,000.00	250.00
03410103	505455	DUES SUBSCRIPTIONS MEMBERSHIPS	8,800.00	2,200.00
EXPENSES			126,500.00	42,595.18

ITEM 8.A
Florida League of Cities Voting Delegate 2023

Request

The request is for the City Commission to decide on a voting delegate for the Florida League of Cities 97th Annual Conference being held August 10-12, 2023 at the Hilton Orlando Bonnet Creek in Orlando, Florida.

Explanation

The City Commission is requested to designate one Commissioner as the voting delegate for the City of Kissimmee at the 97th Annual Florida League of Cities Conference. The business meeting portion of this conference will be held in Orlando, FL this year.

The delegate would be responsible for representing the Commission on votes pertaining to issues such as the association's business and policy positions.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. 97th Annual FLC Conference, 2023 Voting Delegate Memo

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com.*

If you have any questions about voting delegates, please email *erussell@flcities.com*. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate

97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *erussell@flcities.com*

ITEM 8.B

Authorization to submit an application for a Florida Department of Transportation District Five Landscape Program Grant

Request

Authorization to submit an application for a Florida Department of Transportation (FDOT) District Five Landscape Program Grant.

Explanation

In 2021, the City and Vine Street Community Redevelopment Agency (CRA) undertook a project to develop a Vine Street Landscape Master Plan for the Vine Street corridor. Based on staff input during the initial Design Workshop, preliminary plans were developed and presented at a public open house. Based on comments and input received, the Landscape Master Plan was finalized in 2022 and brought before the CRA Board for approval and adoption. In coordinating the Landscape Master Plan with FDOT, staff learned of the District Five Landscape Program Grant. This grant would be implemented through a Joint Participation Agreement (JPA) with FDOT and will provide funding for landscape improvements along Vine Street, an FDOT road.

On behalf of the CRA, staff would like to submit a grant application for the following amounts. While this is not a matching grant, there are some items that would not be covered by the grant and require a match from the CRA. Per FDOT, funding would be available beginning in fiscal year (FY) 2025-2026. Landscape plans and construction documents would need to be completed upon grant approval to be reviewed and approved by FDOT prior to installation. These initial costs would be covered by the CRA and are included in the cost estimates below.

Phase 1 & 3 – Medians and East Gateway

- Covered by FDOT grant (INCLUDED) - $685,392 (includes 15% ancillary items)
- NOT covered by FDOT grant (CRA responsibility) – $275,074

Phase 2 – Vegetated Swales

- Covered by FDOT grant (INCLUDED) - $116,983 (includes 15% ancillary items)
- NOT covered by FDOT grant (CRA responsibility) – $221,083

Phase 4 – Roadsides (from back of curb, within ROW)

- Covered by FDOT grant (INCLUDED) - $972,991 (includes 15% ancillary items)
- NOT covered by FDOT grant (CRA responsibility) – $169,215

Therefore, staff requests authorization to apply for a Florida Department of Transportation District Five Landscape Program Grant in the total amount of $1,775,366.

Longer term, the Vine Street CRA will need to commit to ongoing maintenance costs associated with the landscaping.

Recommendation

City of Kissimmee

Authorization to submit an application for a Florida Department of Transportation District Five Landscape Program Grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):

1. Vine Street CRA Landscape Master Plan_FINAL
2. FDOT Landscape Program Fact Sheet
3. FDOT Landscape Program Application
4. Landscape Cost Estimate

Kissimmee Vine Street

LANDSCAPE MASTER PLAN

MARCH 2022



CITY OF KISSIMMEE 1883

VINE STREET DISTRICT

TEAM ACKNOWLEDGMENTS

City of Kissimmee

Samia Singleton	CRA Manager – Development Services
Craig Holland	Director of Development Services
Mike Steigerwald	City Manager
Desiree Matthew	Deputy City Manager
Belinda Kirkegard	Economic Development Director
Brenda Ryan	Planning Manager
Ashley Cornelison	Senior Planner
John Hambley	Planning Manager
Austin Blake	Assistant City Manager
Natrevia Gradney-Mitchell	Public Works Director

S&ME

Carrie Read, PLA, LEED AP	Project Manager
Eddie Browder, PLA, ASLA	Senior Landscape Architect
Abby Schafer	Landscape Designer
Em Schaefer	Senior Graphic Designer
Claudia Sicilia	Project Designer
Pat Tyjeski, AICP	Principal Planner

TABLE OF CONTENTS

Introduction + Overview	05
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Site Inventory + Analysis	10
Process	16
Landscape Master Plan	23
Conclusion	54
Appendix	58

INTRODUCTION + OVERVIEW

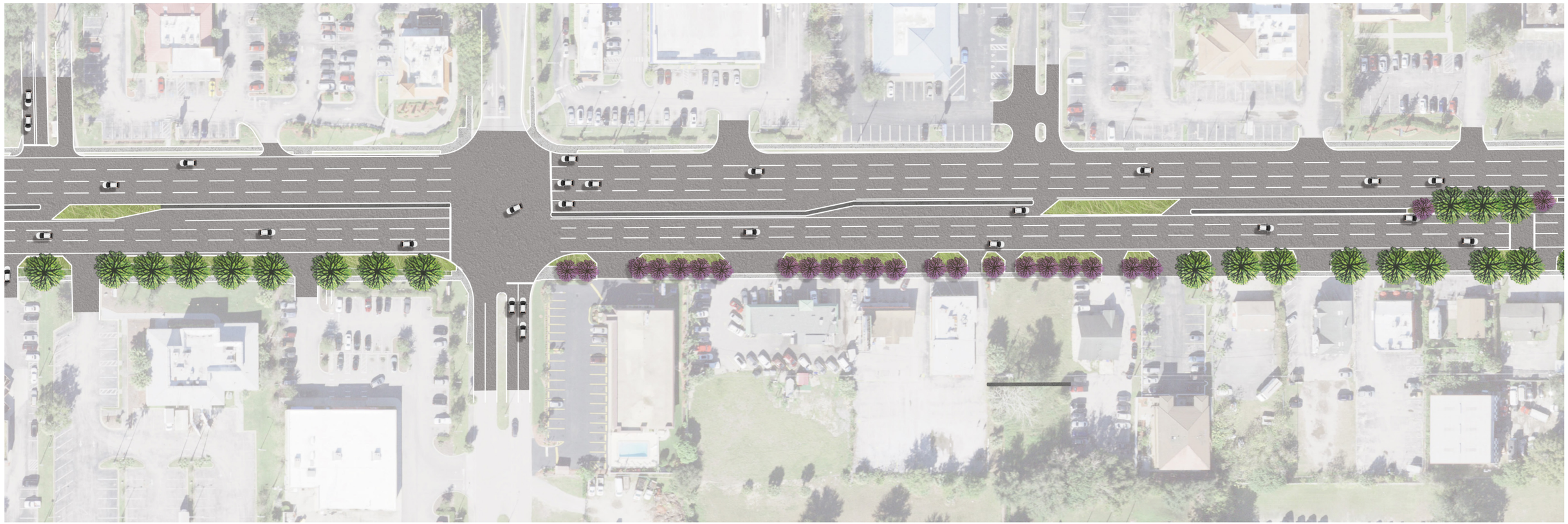
WHY A LANDSCAPE MASTER PLAN?

The purpose of this Landscape Master Plan is to provide guidance and to outline principles for those responsible for the design and maintenance of the Vine Street Corridor's landscape. The plan also gives guidance for new development along the corridor. The guidelines are intended to promote and better address health, safety, sustainability and welfare in a consistent manner over time while creating a framework for physical and financial investment.

The benefits of the Landscape Master Plan include:

- Providing a clear set of design principles to follow
- Development of road map for landscape and planning decisions
- Providing a strategy for phasing
- Providing a budgeting and fundraising tool
- Establishments of standards for materials that will unify the corridor

This report summarizes the overall landscape design and spatial arrangement ideas for the Vine Street Corridor, along with implementation recommendations as a set of design guidelines.



DESIGN PROCESS

This Landscape Master Plan was developed through a collaborative and interactive process which included city staff, community leaders, community members and other stakeholders. The design team used a five-stage process in developing this Landscape Master Plan:

Stage One: Desire
Stage Two: Discovery
Stage Three: Design
Stage Four: Discussion
Stage Five: Documentation

The first two stages, Desire & Discovery, involve understanding user needs and completing a physical analysis of the corridor based on the design team's evaluation of current conditions, opportunities and constraints. This process included site visits and observation; talking to staff; and review of background data. The analysis looked at the existing spatial arrangement of the corridor, natural amenities, regional context, planting and hardscape materials, circulation (bicycle, pedestrian and vehicular), and land use. As part of this initial process, a design workshop was held with City staff and key stakeholders on July 14th, 2021 to review and discuss the opportunities and constraints along the corridor. The analysis and findings from this workshop were synthesized into a set of design principles and opportunities which guided the overall landscape master plan.

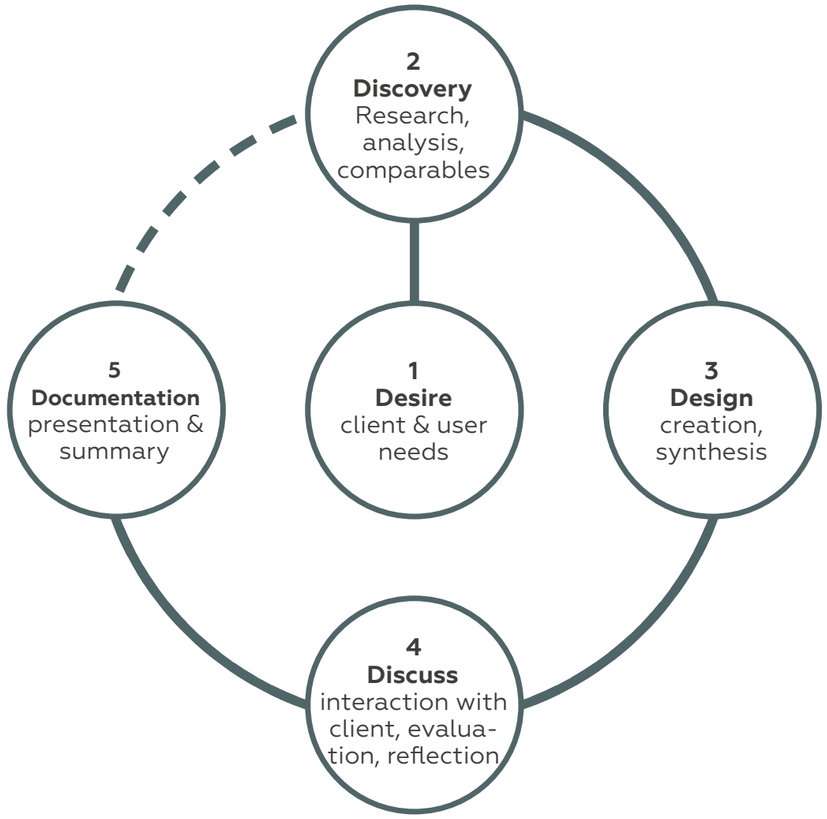




A draft landscape master plan with design principles was developed in Stage Three, Design. The draft master plan informed an overall vision, design principles and physical layout based on the analysis conducted in Phase One and Two.

Stage Four, Discussion, included presenting the master plan and design guidelines to stakeholders. A refined landscape master plan and set of design guidelines based on comments received from the initial workshop were presented at a public presentation on October 5, 2021 . More detailed graphic visualizations were also presented.

The final stage of the landscape master plan, Documentation, focused on the refinement of the plan and the written report. The final landscape master plan is documented in this report with the intent of developing a "road map" for future decisions and required resources for the Vine Street Corridor.



Design Process

APPROACH

Goals + Objectives 08

Design Principles 09

GOALS + OBJECTIVES

Vine Street CRA Guiding Principles

- Create compact, human-scaled, mixed use development patterns with a distinct sense of place
- Increase housing diversity
- Increase transportation choices
- Support healthy lifestyles and reduced energy consumption
- ***Create vibrant, attractive, and inviting public spaces***
- Revitalize and redevelop properties to attract new jobs and housing throughout the corridor
- Preserve existing natural systems and create new green infrastructure systems

Create vibrant, attractive, and inviting public spaces

Objective: Create overall district public realm master plan that encourages informal social interaction, provides venues for public gatherings, and incorporates elements of nature (landscaping, water, tree canopies, etc.) into urbanized settings.

Objective: Create strong landscaping and lighting elements to establish district identity and improve visual edges along streets and thoroughfares.

A Landscape Master Plan should:

- Increase shade and canopy cover
- Increase pedestrian comfort and scale of road
- Reduce heat island effects
- Improve visual impacts and screening
- Create 'sense of place'
- Include elements of visual interest and color
- Create gateway intersections through the use of plant material

Input from Design Workshop

- Calming
- Economic
- Pedestrian comfort and safety
- Views to buildings and signage
- Inform business owners of the benefits of trees and landscape
- Enhance what is existing
- Hide eye-sores
- Think about long term effects: roots, overhead power lines, etc.
- Channel people to signalized crosswalks
- Water conservation/ drought tolerant
- Budget friendly plant materials
- Long term maintenance





Image from Design Workshop

These become our Design Principles for the Project moving forward.

DESIGN PRINCIPLES

During the initial kickoff meeting with stakeholders, the following design principles were established to provide the framework and goals for the development of the Vine Street Landscape Master Plan.

Pedestrian Comfort + Safety

Providing outdoor spaces that are inviting, safe and accessible as well as creating a safe environment for pedestrians. Increasing shade and canopy trees for increased pedestrian comfort along the corridor. Limiting conflicts between vehicular movement and pedestrian and bicycle circulation. Utilize canopy trees where possible to provide traffic calming and to help reduce vehicular speeds. The creation of additional shade along the corridor will reduce the heat island effect and create a more enjoyable experience for both pedestrians and vehicular users.





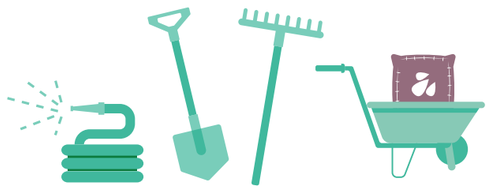
Create a 'Sense of Place'

Developing a true sense of place that can remain meaningful over time. Creating a cohesive look along the entire corridor. Utilizing landscape materials to create a more comfortable pedestrian scale and to encourage pedestrian-friendly redevelopment over time. Landscape materials and accent plantings can create improved intersection treatments and enhance the aesthetics along the corridor.

Visual Interest + Screening

Minimize visual impacts and improve landscape screening along the corridor. Include elements of visual interest and color in the form of accent plantings, especially at key intersections. Enhance the aesthetic treatment along the entire corridor.





Maintenance

A well-balanced and purposeful landscape that can bring a balance of aesthetics, order, efficiency, and economics. A focus on landscape maintenance through the selection of plant material and appropriate placement throughout the corridor. An emphasis on low-maintenance and drought tolerant plant material throughout the corridor that can thrive without irrigation once established.

Sustainability + Health

Integrating sustainable practices in design and planning to enhance health, safety and welfare. Promoting best practices in water conservation and stormwater management, utilizing native plant materials, introducing canopy trees with high shade coverage to reduce the heat island effect as well as incorporating rain gardens and green infrastructure opportunities to promote a sustainable aesthetic along the corridor.



SITE INVENTORY + ANALYSIS

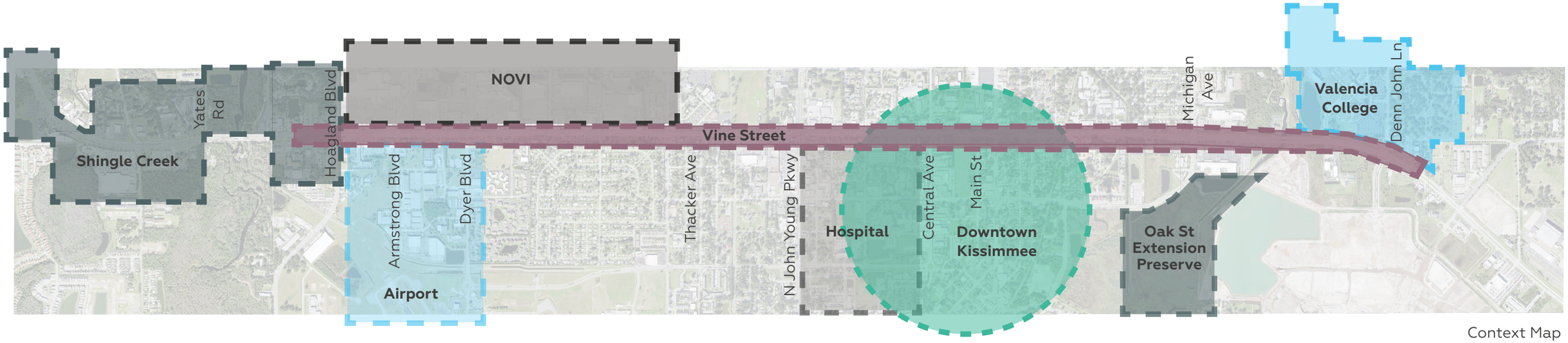
Existing Context 11

Existing Conditions 12

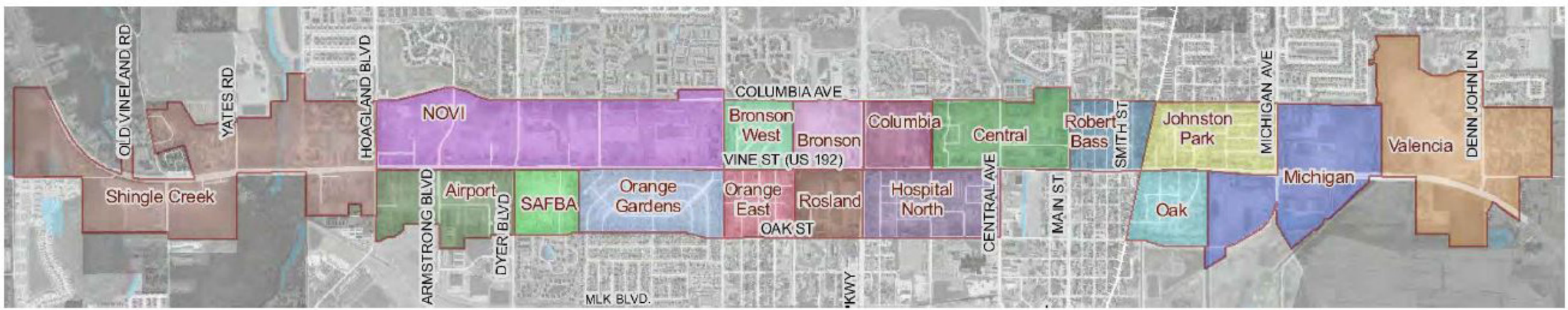
Opportunities + Constraints 15

EXISTING CONTEXT

The Vine Street corridor (US-192) is a State Road running east/west through the City of Kissimmee. Within the City limits, the street is approximately 4.8 miles long. The study area for this project is approximate 4 miles from the western side of the Hoagland Blvd. intersection to Denn John Ln.



Context Map



Vine Street CRA Neighborhoods and Hubs

EXISTING CONDITIONS

As part of the Discovery phase, staff walked and drove the Vine Street corridor to better understand and document the existing conditions. The following images represent conditions along the corridor.



Looking west at Hoagland Blvd.



West project boundary looking east



Looking east near Ross



Looking east



Looking east

EXISTING CONDITIONS



Looking west at Dyer Blvd.



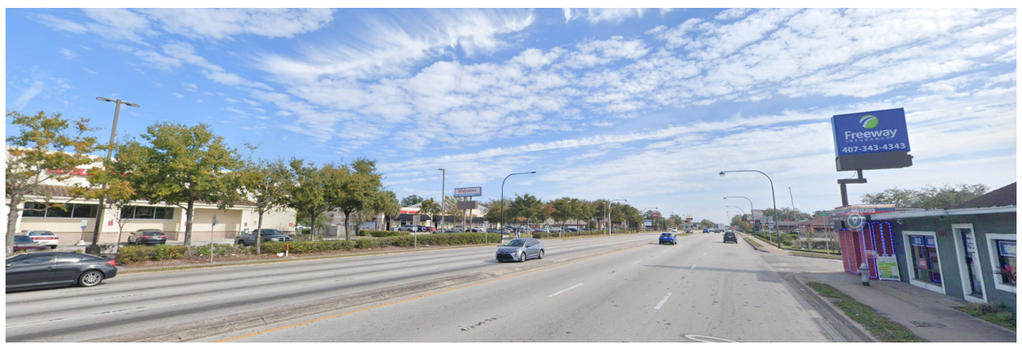
Looking west



Looking east



Looking east towards intersection with Michigan Ave. and Oak St.



Looking west by the Walgreens



Looking west at the east project boundary

Existing Site Furnishings and Streetscape Elements

During our site visit, we also documented some of the current site furnishings, features and streetscape elements that occurred along the corridor.



Street Lamps



Main Street Gateway



Eastbound Bus Stop near Armstrong Blvd.



Valencia College Gateway



Eastbound Bus Stop near Thatcher Ave.



City Sign



Westbound Bus Stop near Armstrong Blvd.



Eastbound Bus Stop near Kevistin Dr.

SWOT Analysis

Based on site visits, background research and the design workshops with City staff, a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis was developed to better understand current issues and opportunities for the corridor.



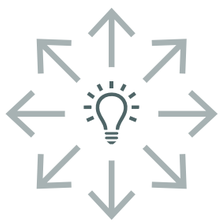
STRENGTHS

- Proximity to Downtown Kissimmee, businesses, restaurants and other amenities along the corridor
- Well-traveled corridor and primary east – west connector through the City of Kissimmee
- Corridor serves as a gateway for vehicular users coming into the City from the north, east and west
- Variety of districts along the corridor



WEAKNESSES

- Lack of landscape and street trees throughout the corridor; the majority of the vegetation is turf
- Lack of cohesiveness throughout the corridor
- Lack of shade trees
- Harsh pedestrian environment
- Vast areas of paved surfaces and limited green space



OPPORTUNITIES

- Existing medians
- All medians have curbs
- Wider concrete medians that could become future landscape area
- Existing landscape areas between the sidewalk and roadway (within the ROW)
- Existing areas between the sidewalks and property line (within the ROW)



THREATS

- Billboard sight triangles
- Vehicular sight triangles at drivers and non-controlled intersections
- At grate and below ground utilities
- Swales
- Limited width of medians (most are maximum 10’-12’ wide)
- Constrained ROW conditions

PROCESS

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DESIGN CONSIDERATIONS

Landscape Materials

Based on the project goals and objectives and taking into consideration opportunities and constraints, a list of plant characteristic was developed to better inform and guide the plant palette selection.

DESIGN CONSIDERATIONS

- Native and Florida Friendly
- Drought tolerant (no irrigation)
- Canopy trees vs understory trees
- Character (palms vs deciduous trees)
- Height at sight triangles (under 18″ or trees limbed up to 8′ CT)
- Shrub and groundcover treatment in narrow areas and at the beginning and end of medians
- Color and accent planting
- Creating a cohesive corridor
- Integrating color and accent elements at gateways and special districts
- Gateway intersection treatments





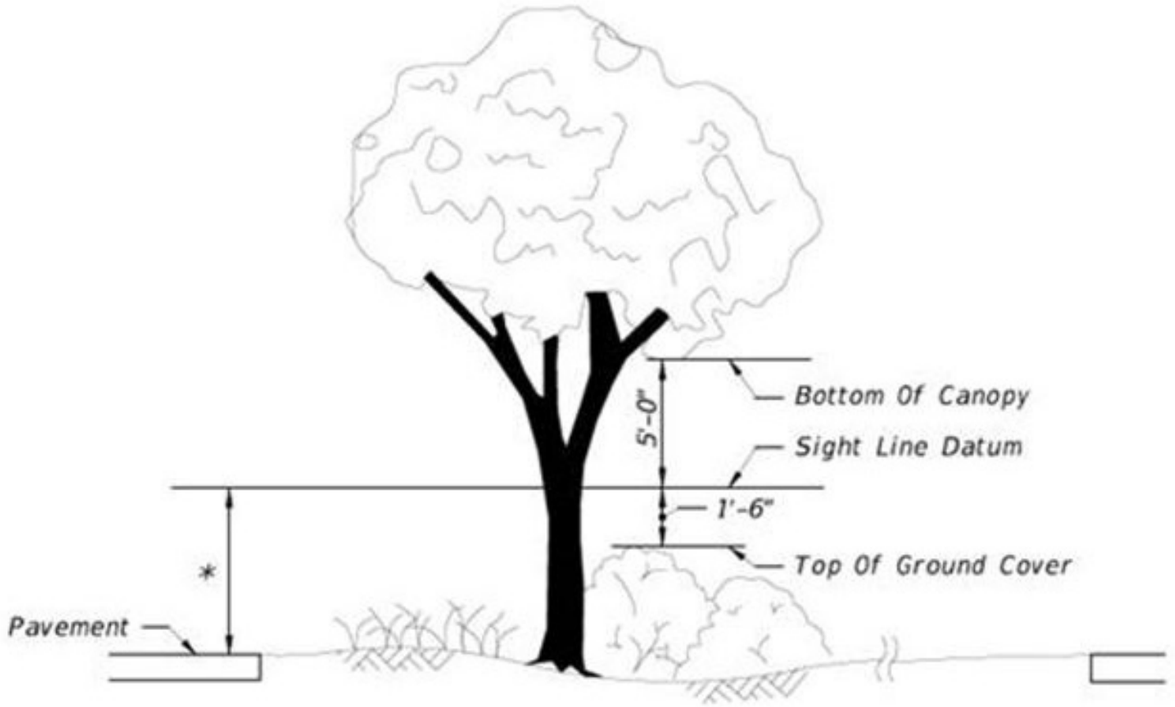


FDOT Requirements

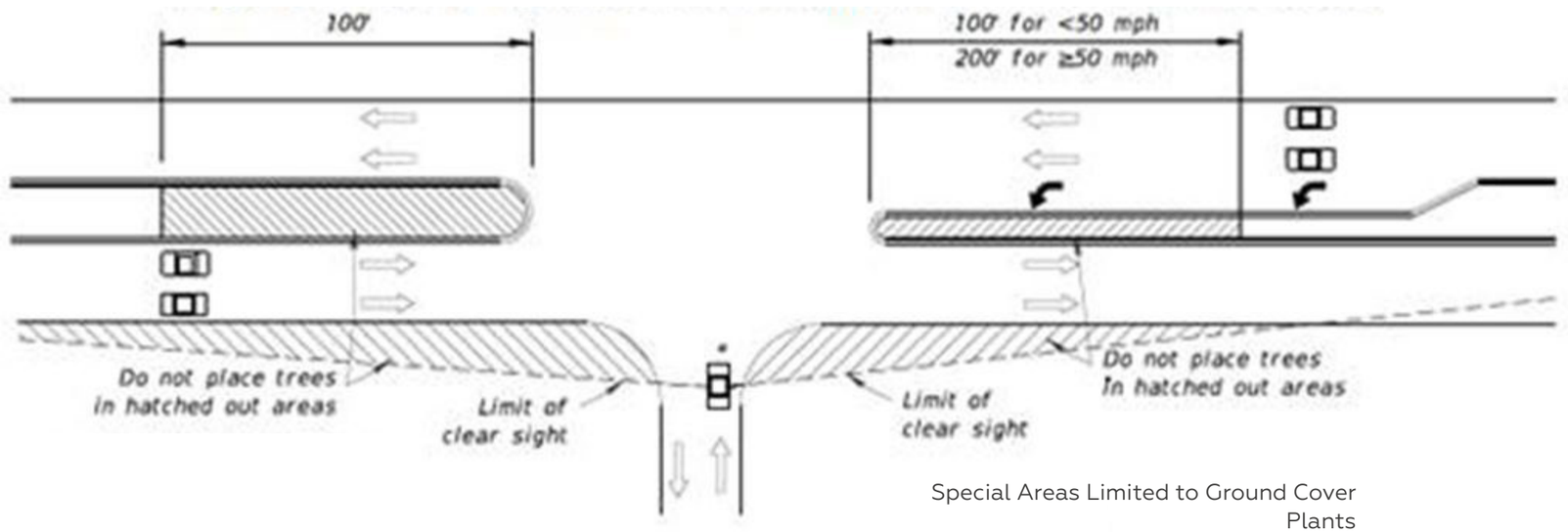
Another consideration of the landscape master plan were additional FDOT landscape requirements including minimum clear trunk of trees and maximum ground cover heights within sight triangles; minimum offsets from the end of landscape medians for street tree placement; and minimum width of medians for street tree placement. Additional considerations included the placement of canopy trees only in areas below a 45 MPH design speed – areas at or above 45 MPH will be limited to trees with a 4" caliper at maturity. Billboard site lines are another consideration as canopy trees cannot be placed within the billboard sight triangles (see the existing conditions plans in the Appendix for an inventory of all sight triangles for billboards and driveways).

Table 215.2.2 Minimum Lateral Offset Criteria

Design Element		Curbed Roadways				High Speed Curbed and Flush Shoulder Roadway
		New Construction		RRR		
		Design Speed				
		25-35 mph	40-45 mph	25-35 mph	40-45 mph	
Light Poles	Conventional	Do not locate in Medians, except in conjunction with barriers that are justified for other reasons. See *FDM 215.2.9*.				
		1.5 feet	4.0 feet	1.5 feet	1.5 feet	20 feet from Travel Lane, 14 feet from Auxiliary Lane, or Clear Zone width, whichever is less
	High Mast	Outside Clear Zone				
Signal Poles and Controller Cabinets		Do not locate in Medians, except for PHB in accordance with *FDM 215.2.9*.				
		1.5 feet	4.0 feet	1.5 feet	1.5 feet	Outside Clear Zone
Traffic Infraction Detectors		For placement and installation specifications, refer to the State Traffic Engineering and Operations Office web page: http://www.fdot.gov/traffic/				
ITS Poles and Related Items	Pole & Other Aboveground Fixed Objects	Do not locate in Medians, except in conjunction with barriers that are justified for other reasons. See *FDM 215.2.9*.				
		1.5 feet	4.0 feet	1.5 feet	4.0 feet	Outside Clear Zone
	Equipment Shelters and Towers	Do not locate within the limited-access right of way,				
	Breakaway Objects	1.5 feet	4.0 feet	1.5 feet	4.0 feet	As Close to R/W As Possible
Traffic Control Signs	Single and Multi-Column	Locate in accordance with *Standard Plans*				
	Overhead Sign Structures (Includes DMS)	Outside Clear Zone				
Trees	Where the diameter is or is expected to be > 4 inches measured 6 inches above the ground	1.5 feet	4.0 feet	1.5 feet	1.5 feet	Outside Clear Zone
		RRR Projects: (1) Meet New Construction criteria for new plantings.				



Landscape Window Detail

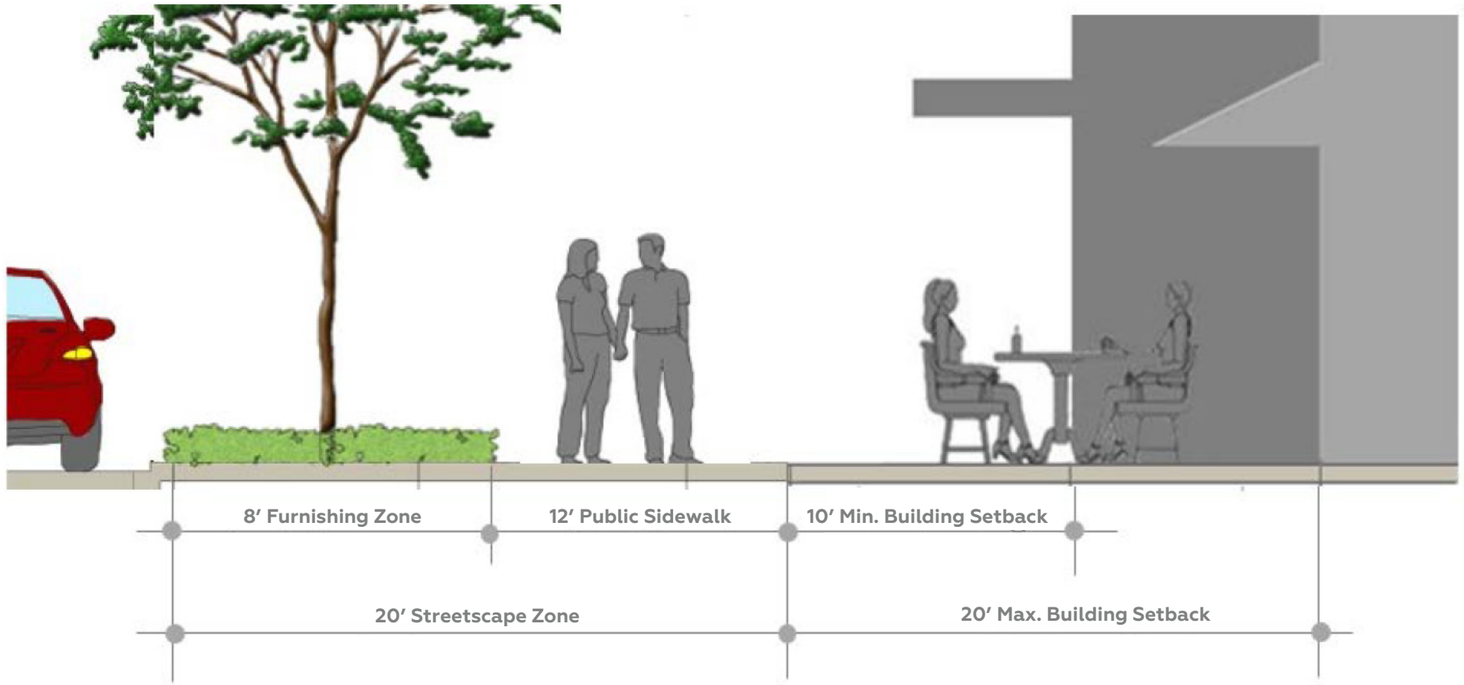


Special Areas Limited to Ground Cover Plants

DESIGN CONSIDERATIONS

Form-Based Code/ Redevelopment

Another consideration of the landscape master plan was the form-based code and future redevelopment of the corridor. Future redevelopment on Vine Street will include a 20′ Streetscape Zone as well as a 10′ minimum building setback. This additional area will be utilized to provide an 8′ furnishing and street tree zone as well as a 12′ public sidewalk to enhance the pedestrian connectivity throughout the corridor. This type of development will encourage buildings to be within 10′ to 20′ of the sidewalk with parking behind the building to create a more urban and cohesive environment.



Sidewalk Zone and Setback

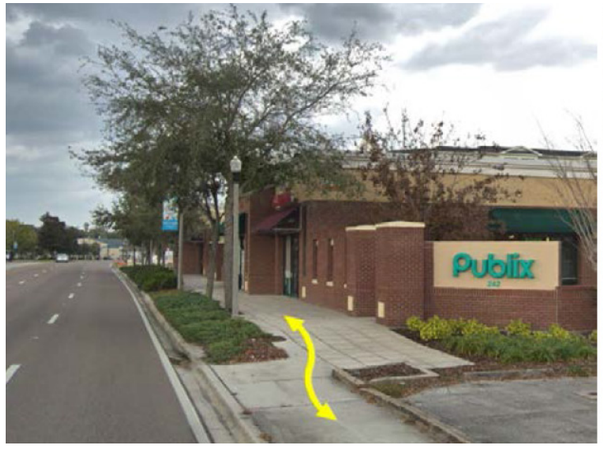








Streetscape examples from Form-Based Code





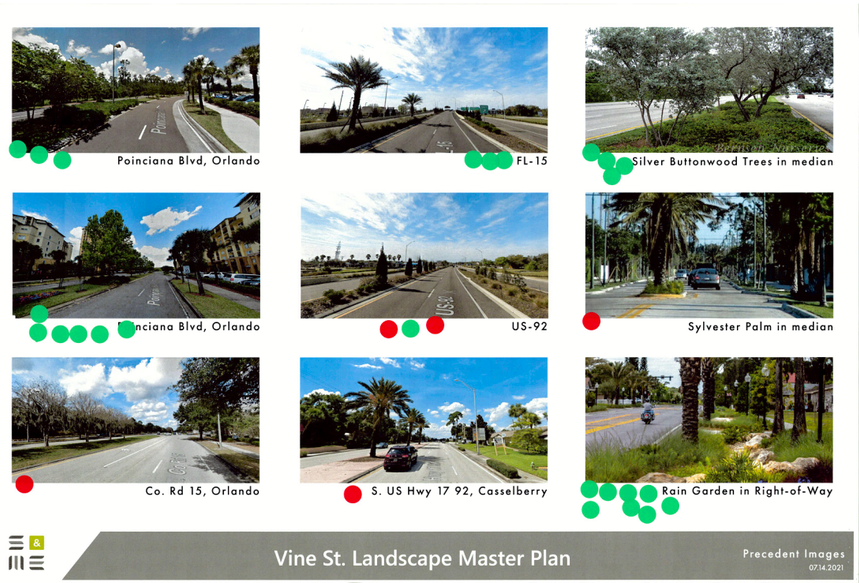
Connecting new and existing sidewalks

Design Workshop

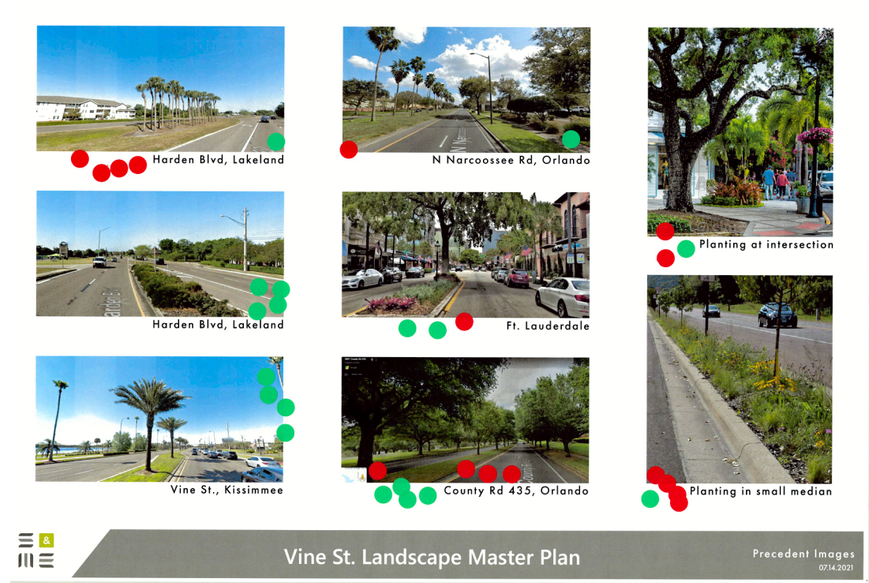
A design workshop was held with City staff and key stakeholders on July 14th, 2021 to review and discuss the opportunities and constraints along the corridor. As part of the workshop, attendees participated in a red dot/green dot exercise or visual preference survey. The images below record the outcome from this activity. Red dots indicate lack of preference and green dots indicate preferred scenarios.



Image from Design Workshop



Red Dot/ Green Dot Exercise



Red Dot/ Green Dot Exercise



Marked Up Project Plan

DESIGN PROCESS

Agenda

The Agenda for the workshop was as follows:

MORNING SESSION (9AM-12PM)

- Introductions
- Review Project
- Review the Corridor (Existing Conditions)
- Discuss Goals and Objectives
- Review Opportunities and Constraints
- Stakeholder Input and Feedback

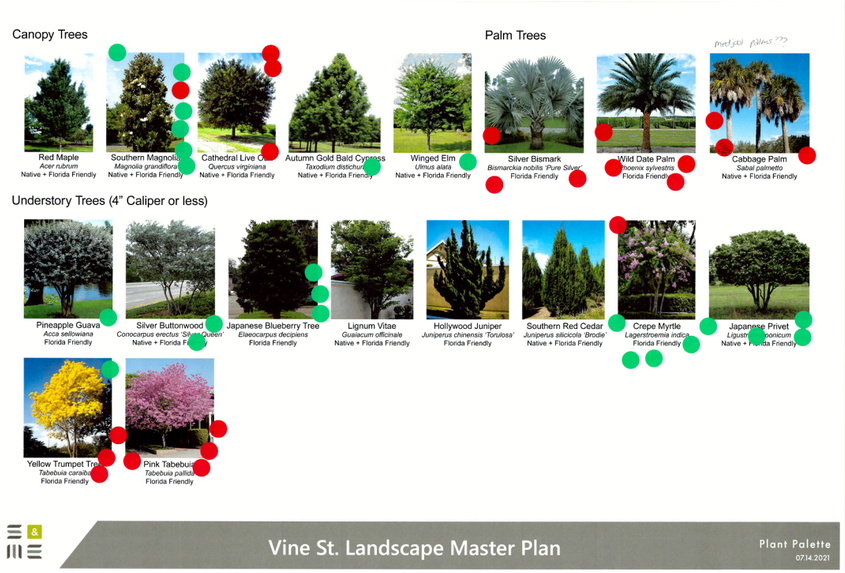
WORKING LUNCH (12-1PM)

AFTERNOON SESSION (1-3PM)

- Development of design principles
- Define districts and 'gateway' intersections
- Typical Sections
- Opportunity Areas – high, medium and low
- Preliminary Concept Plan

REVIEW SESSION AND NEXT STEPS (3-4PM)

Feedback from this workshop was used to develop the draft Landscape Master Plan



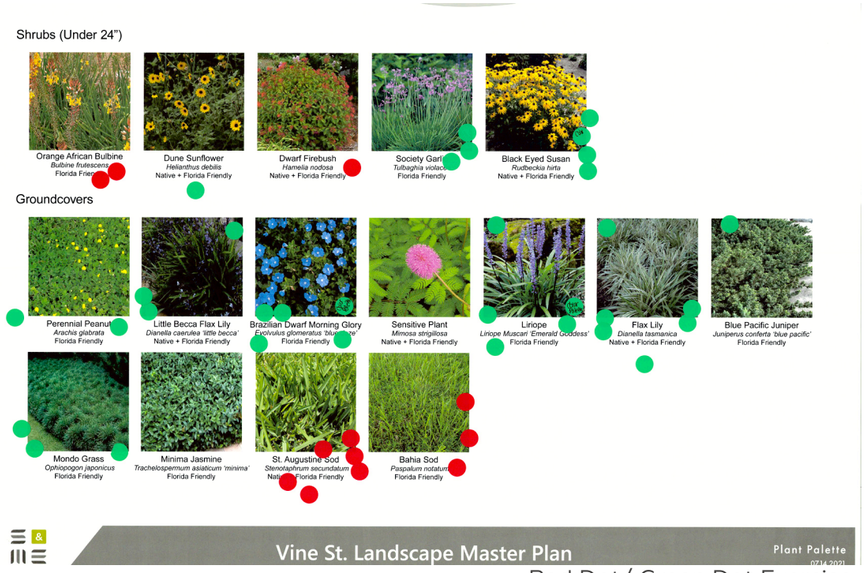
Red Dot/ Green Dot Exercise



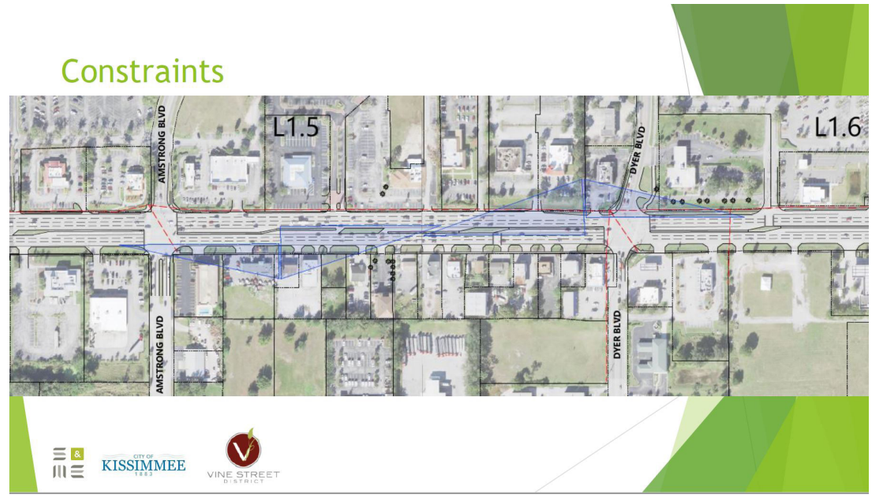
Red Dot/ Green Dot Exercise



Image from Design Workshop



Red Dot/ Green Dot Exercise



Design Workshop Presentation Constraints Slide

Public Open House

A draft landscape master plan and set of design guidelines based on comments received from the initial workshop were presented at a public presentation on October 5, 2021.

The Agenda for the Public Presentation was as follows:

PRESENTATION

- Introductions
- Review Project
- Review the Corridor (Existing Conditions)
- Discuss Goals and Objectives / Design Principals
- Review Opportunities and Constraints
- Opportunity Areas – high, medium and low
- Review Master Plan
- Typical Sections
- Design Visualization
- Next Steps

OPEN HOUSE

Based on input from the Public Presentation the following next steps were identified:

1. Make final updates to the Master Plan based on public input
2. Prepare opinions of probable cost and Phasing Plans
3. Identify grant funding opportunities
4. Prepare a final Landscape Master Plan report



Public Open House Presentation Slide



Public Open House Presentation Board



Public Open House Presentation Board



Public Open House Presentation Board

LANDSCAPE MASTER PLAN

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Plant Palette 40
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Streetscape Zone Phasing Diagram 50
Typical Intersection Treatment 52

TYPICAL CROSS SECTIONS

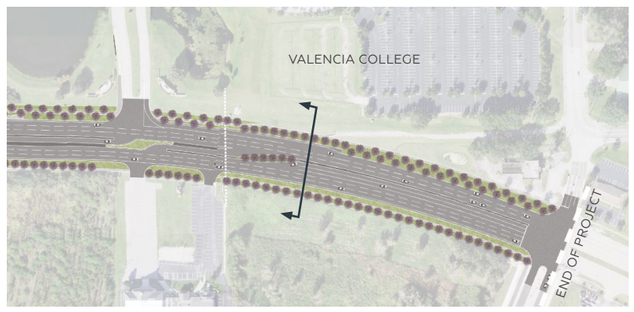
East Gateway

Vine Street at Valencia College

An important objective of the Landscape Master Plan is to identify opportunities for gateway treatments as you enter into the City of Kissimmee. This typical cross-section shows conceptual design for the East Gateway at Valencia College. The design concept for this area includes removing portions of the concrete median to create additional landscape opportunities in this area.

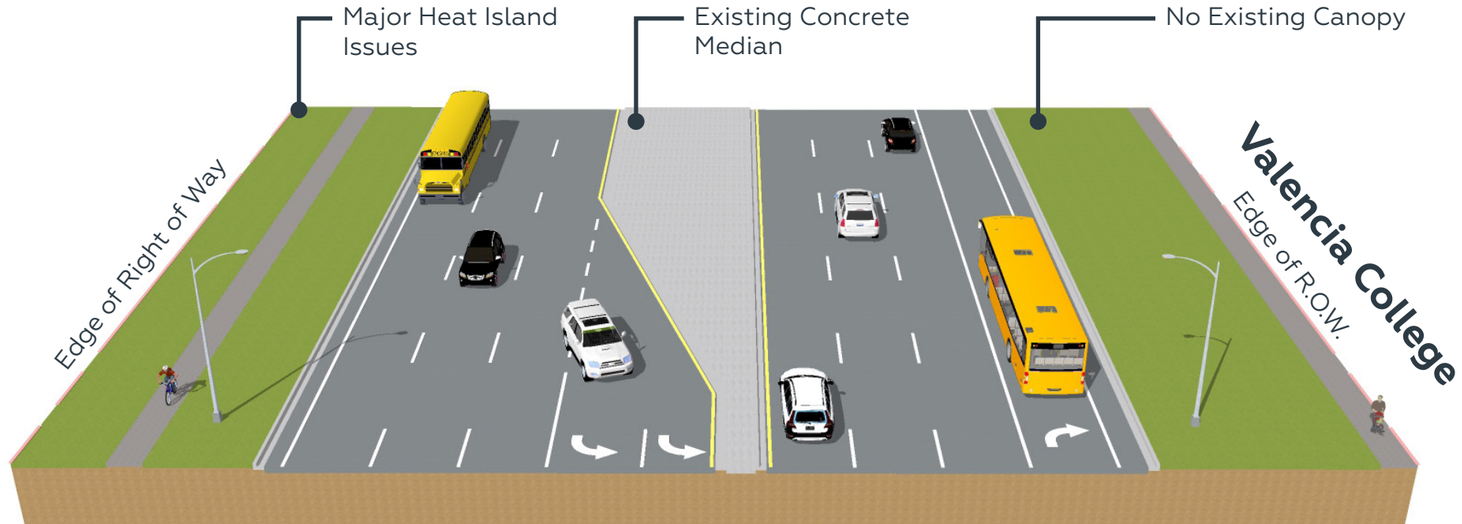


Precedent Image: Planted Streetscape

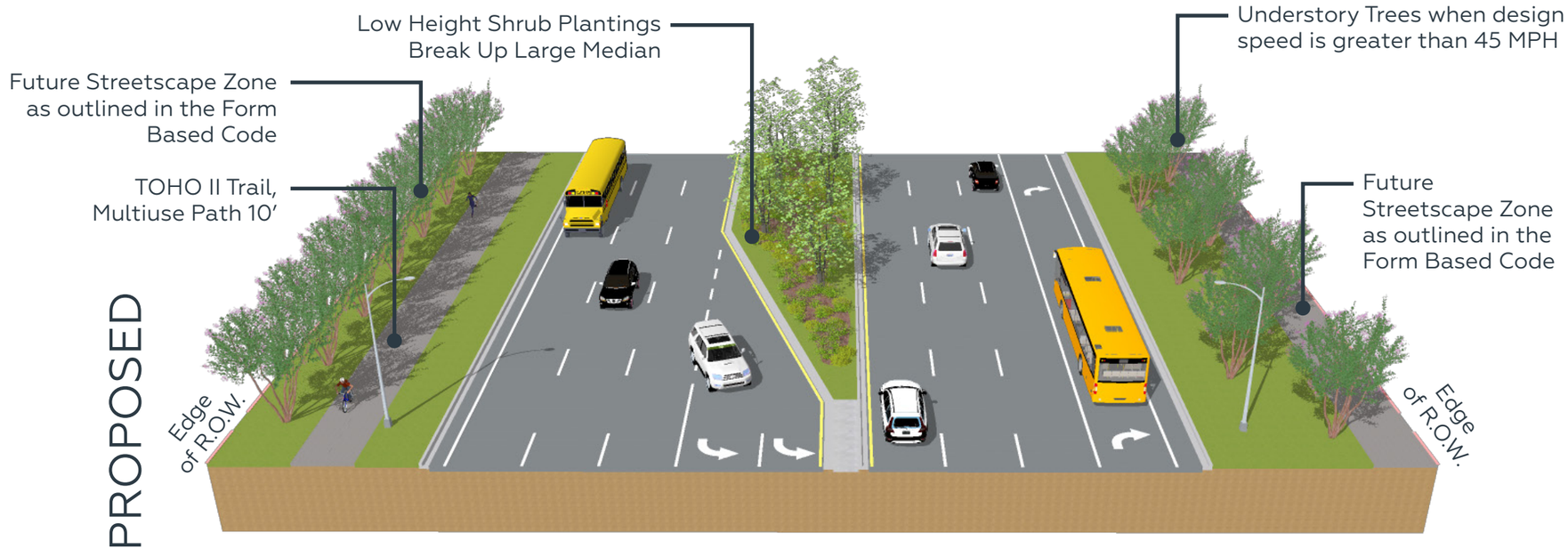


Location

EXISTING



PROPOSED



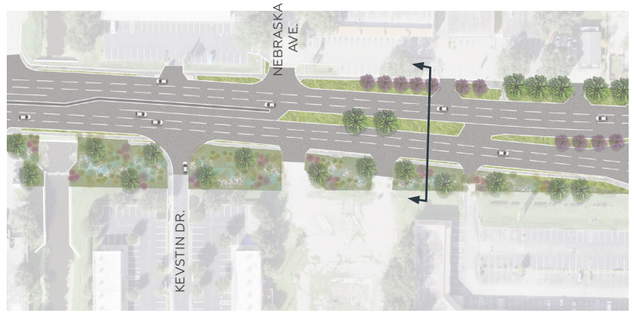
Rain Garden

Vine Street at Nebraska Ave.

A high priority item that came out of the Design Workshop was an interest in transforming existing grass swales along the corridor into rain gardens / bioswales and utilizing these areas to provide green infrastructure opportunities. These elements would capture stormwater runoff and reduce the amount of pollutants as suspended solids going into the stormwater system and entering lakes and stormwater ponds at outfall areas. Oftentimes, FDEP (Florida Department of Environmental Protection) and State Stormwater Management Districts will authorize funding for these types of features to be implemented. In the case of the City of Kissimmee, the South Florida Water Management district would be the jurisdiction to evaluate potential funding opportunities for this project.

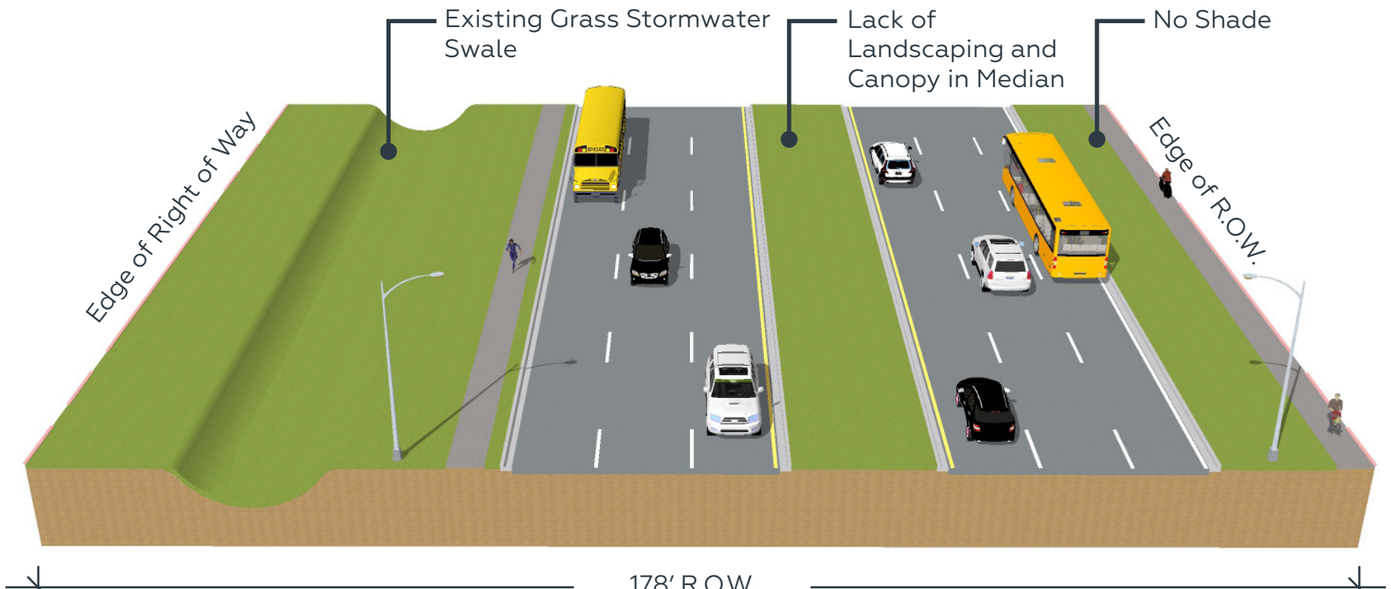


Precedent Image: Planted Streetscape

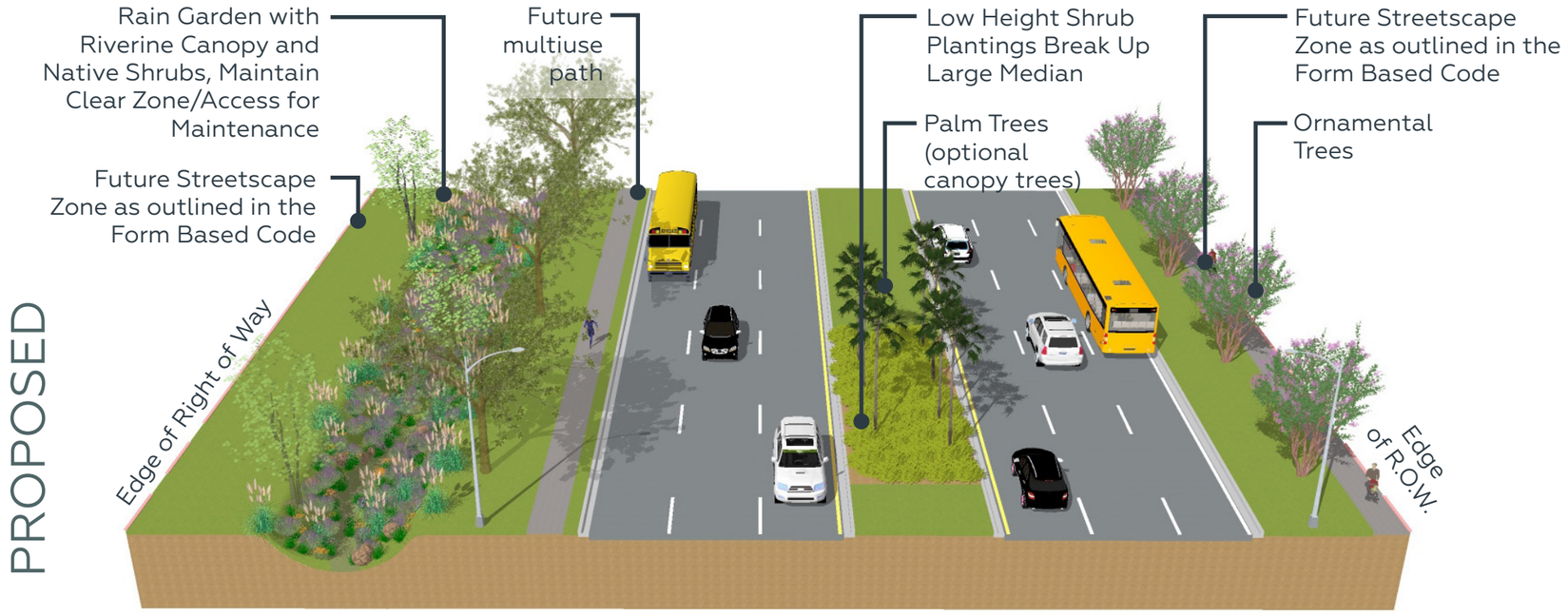


Location

EXISTING

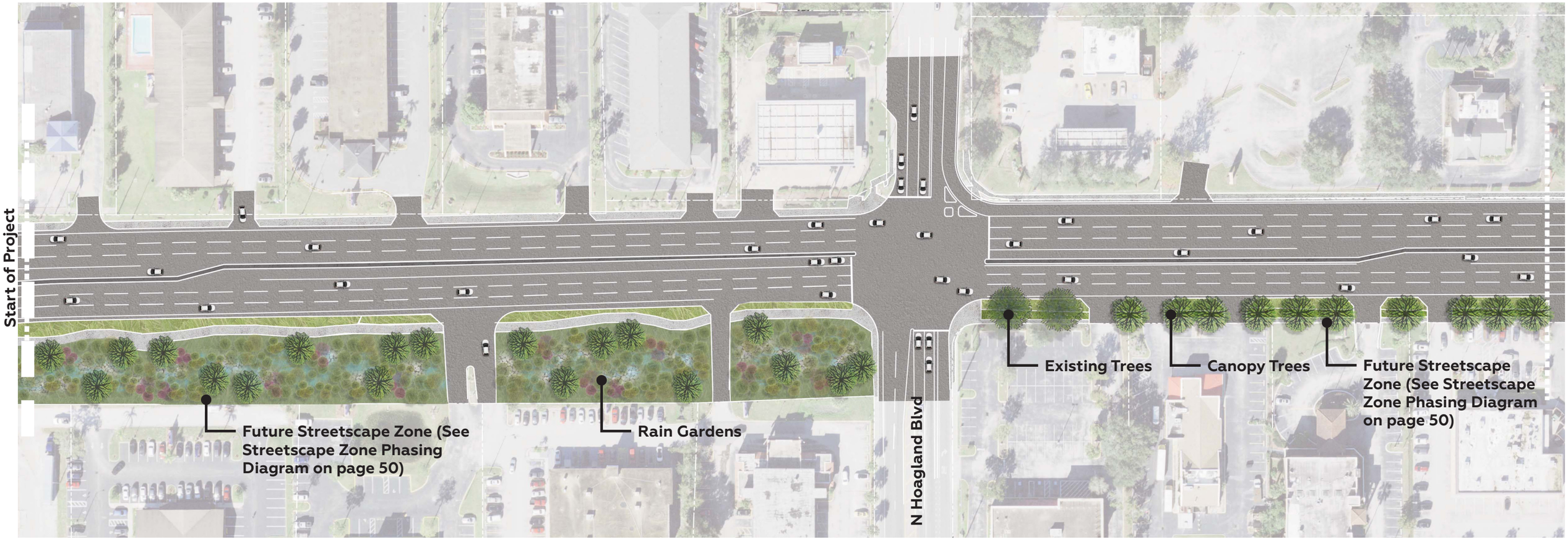


PROPOSED



PLAN RENDERING (L1.1)

The following plan renderings show a graphic representation of the opportunity plans found in the report appendix.





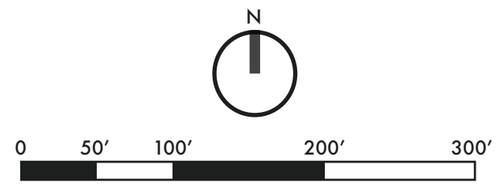
Existing Tree

Canopy Tree

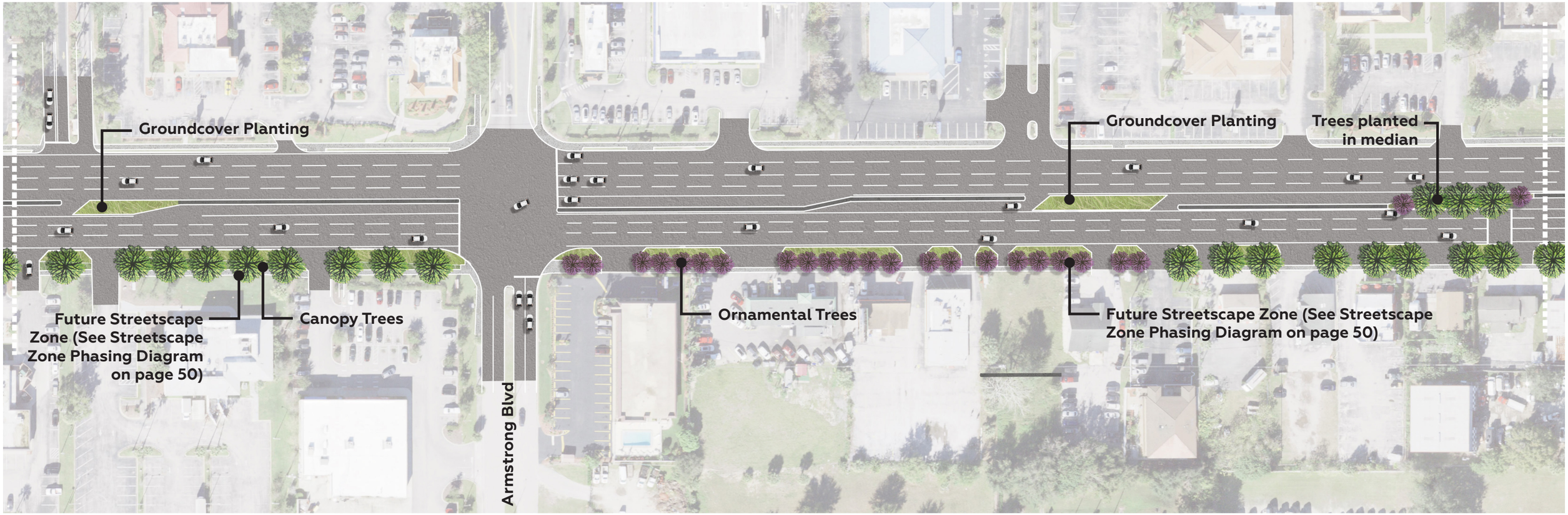
Ornamental Tree

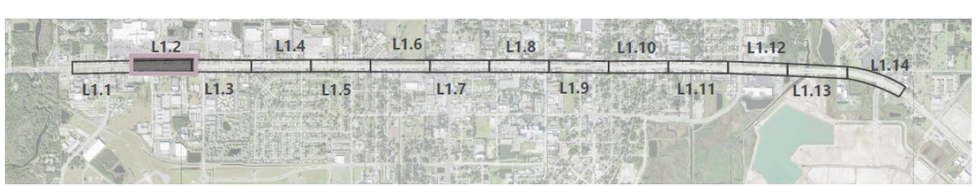
Groundcover Planting

Rain garden



PLAN RENDERING (L1.2)





Canopy Tree

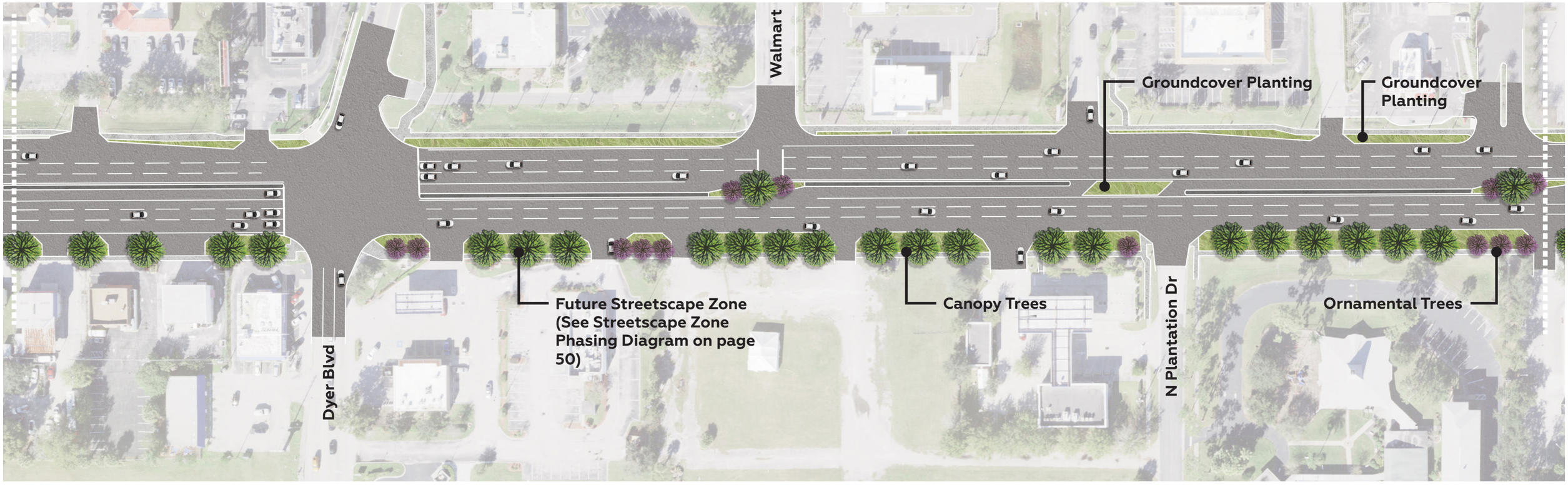
Ornamental Tree

Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.3)

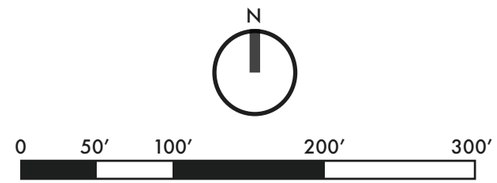




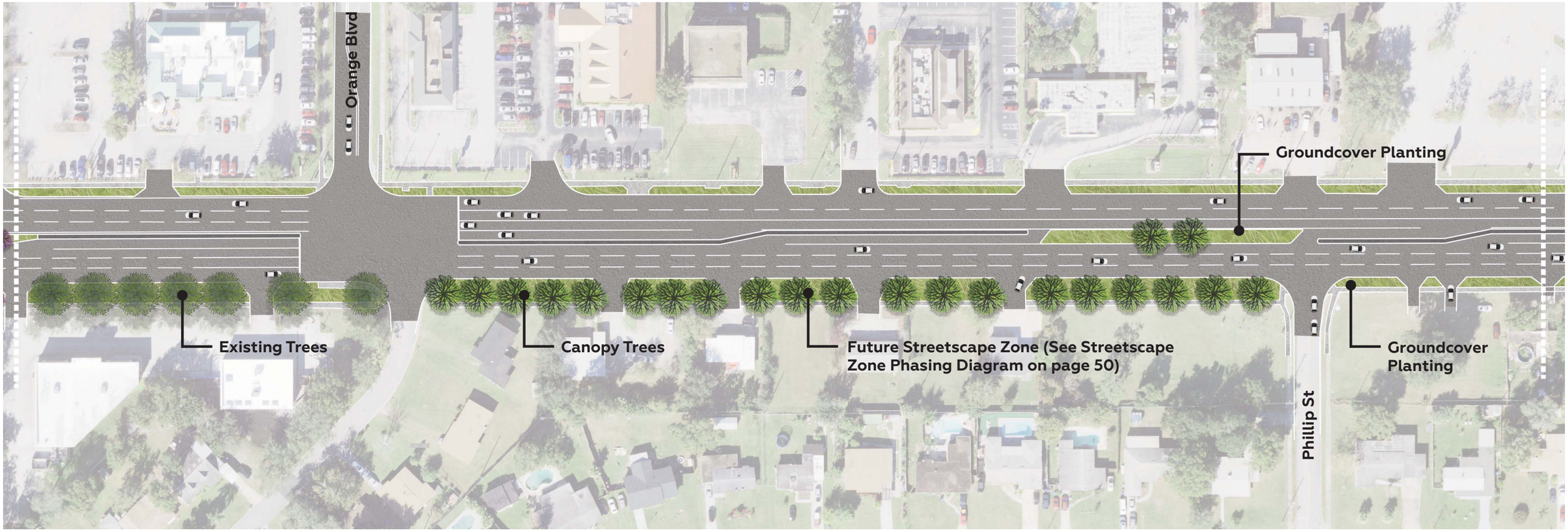
Canopy Tree

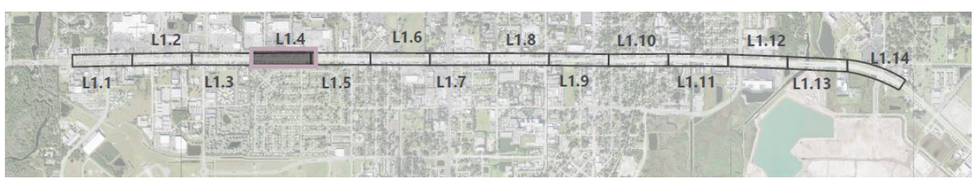
Ornamental Tree

Groundcover Planting



PLAN RENDERING (L1.4)





Existing Tree

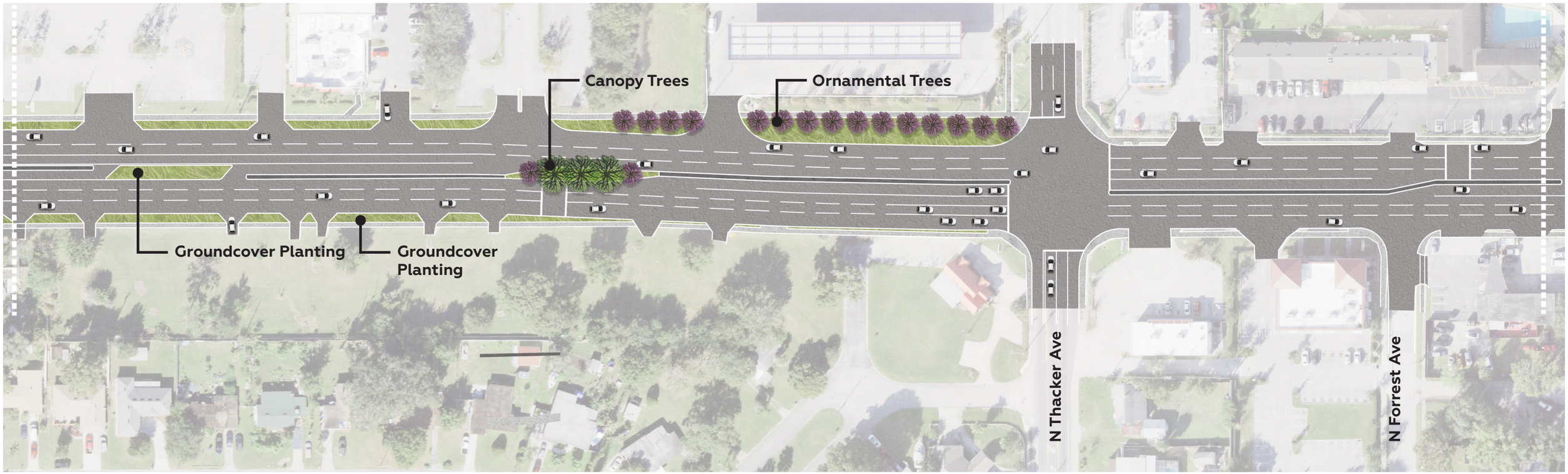
Canopy Tree

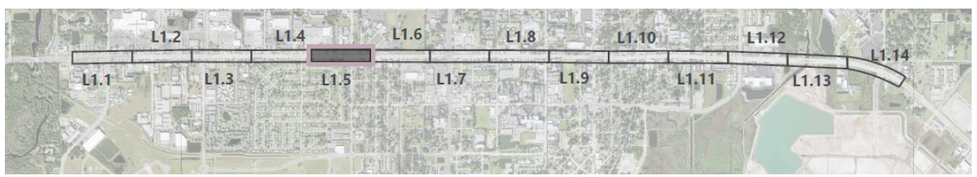
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.5)

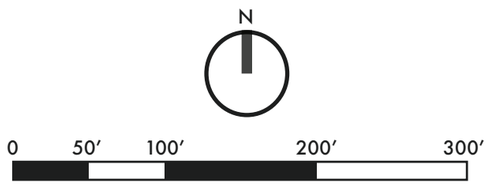




Canopy Tree

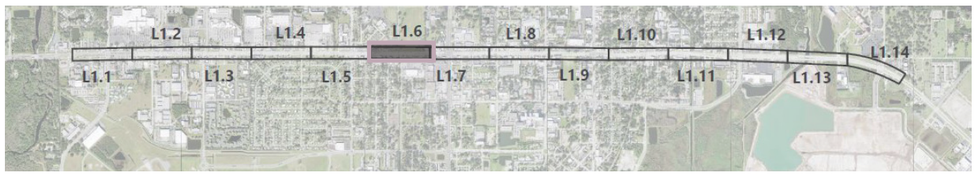
Ornamental Tree

Groundcover Planting



PLAN RENDERING (L1.6)





Canopy Tree

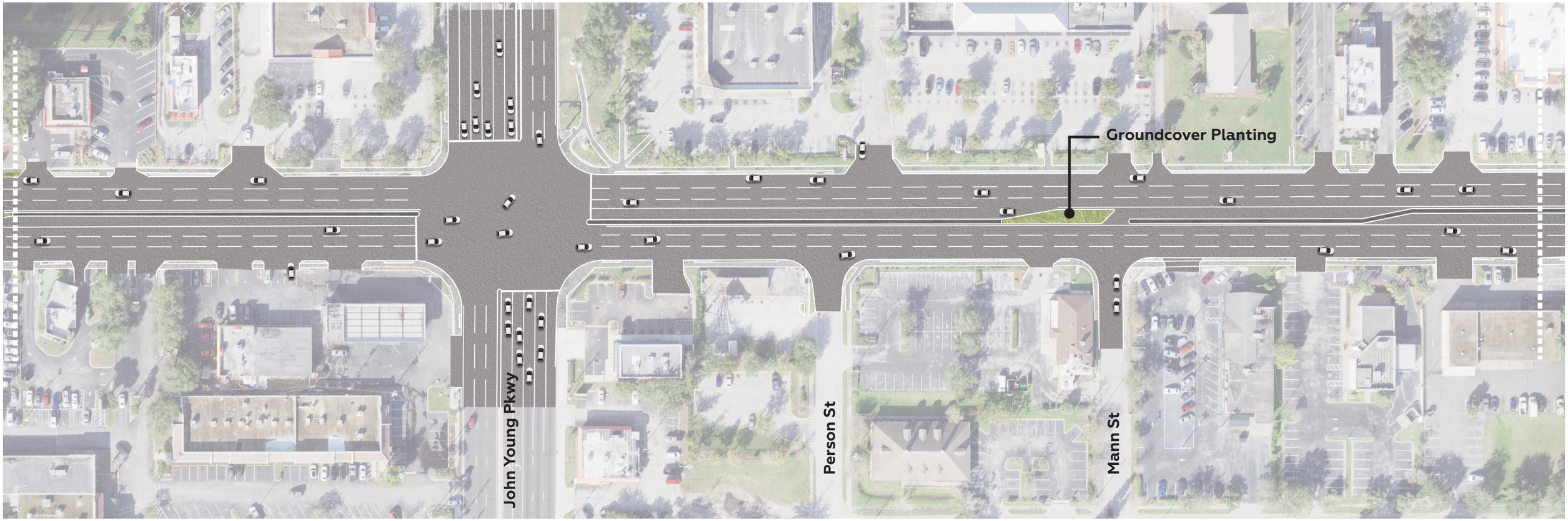
Ornamental Tree

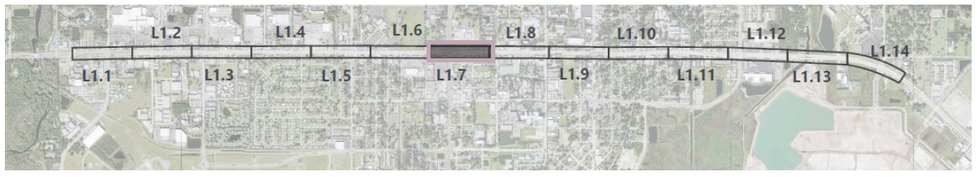
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.7)





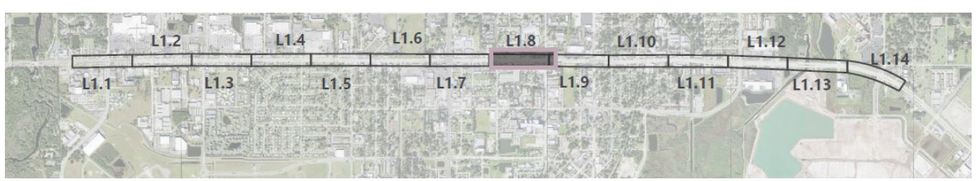
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.8)





Existing Tree

Canopy Tree

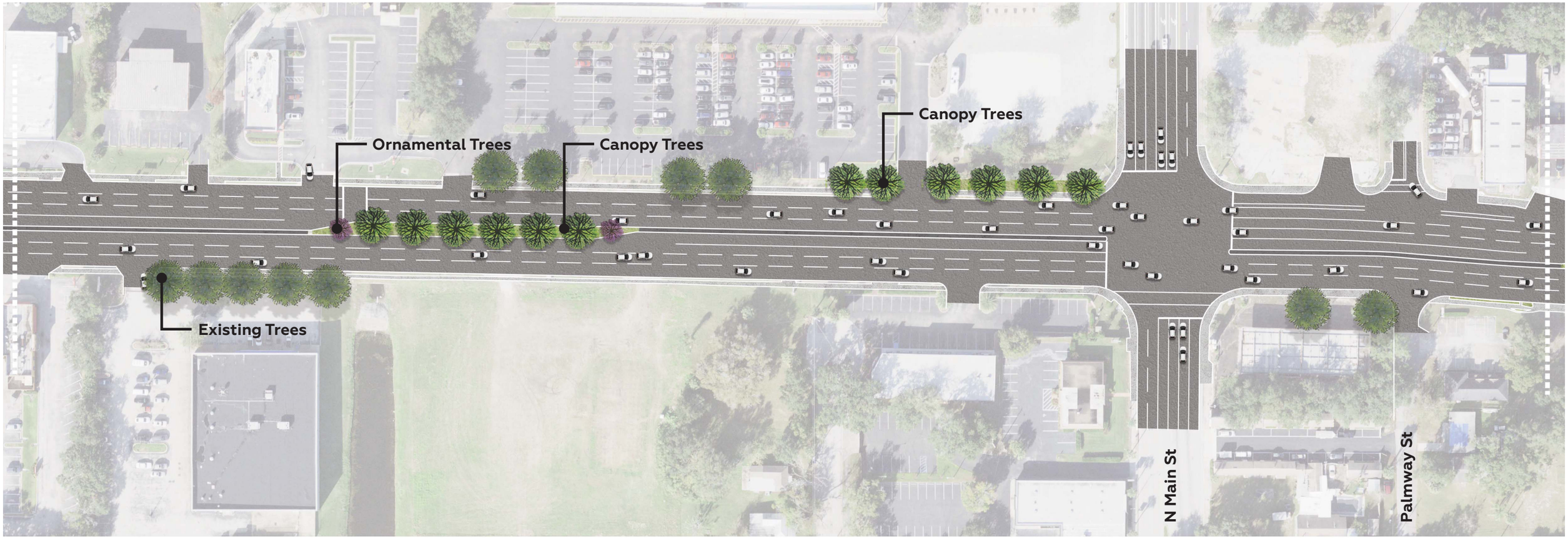
Ornamental Tree

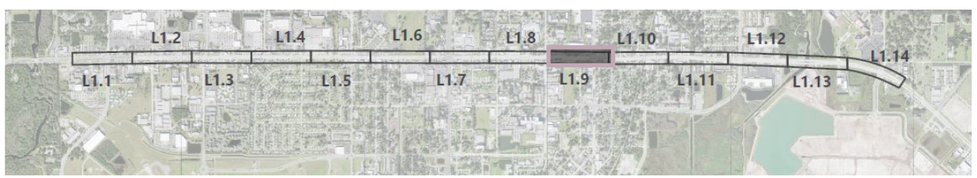
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.9)





Existing Tree

Canopy Tree

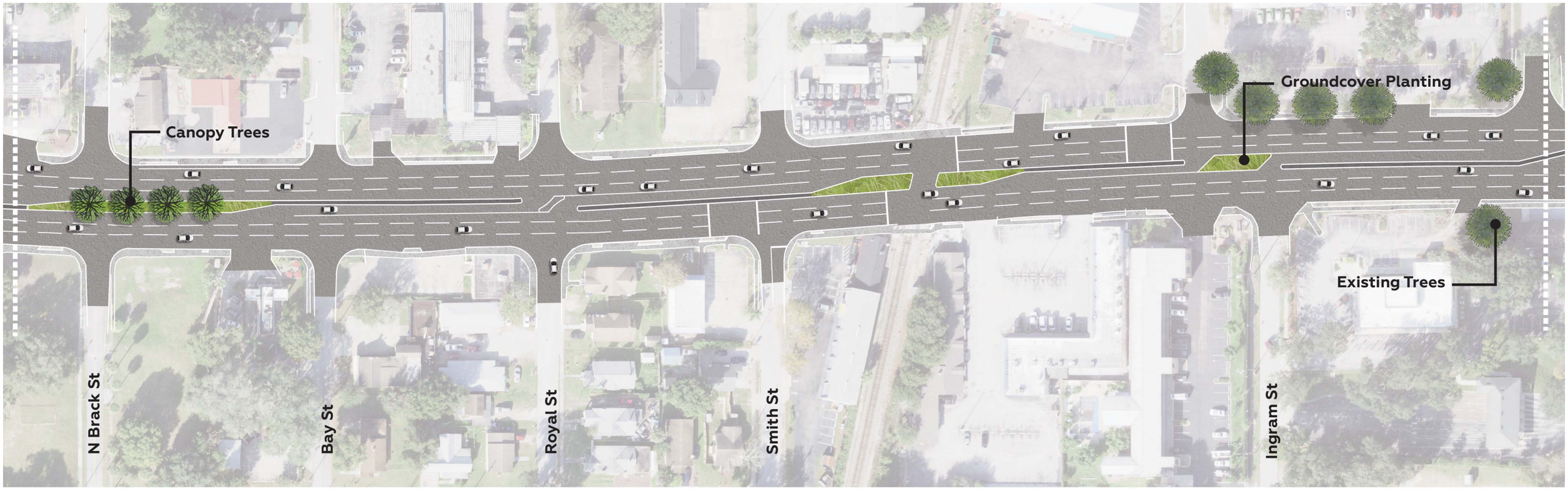
Ornamental Tree

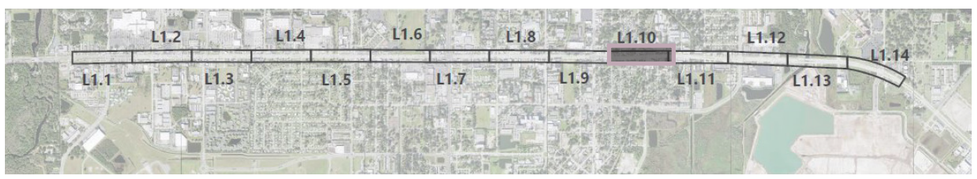
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.10)





Existing Tree

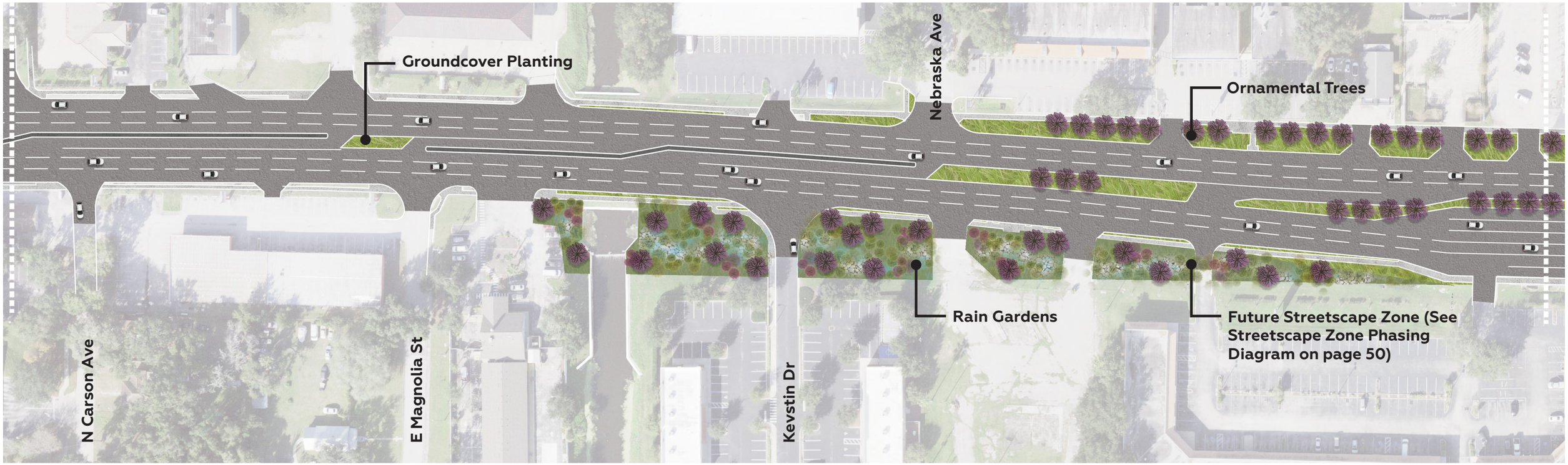
Canopy Tree

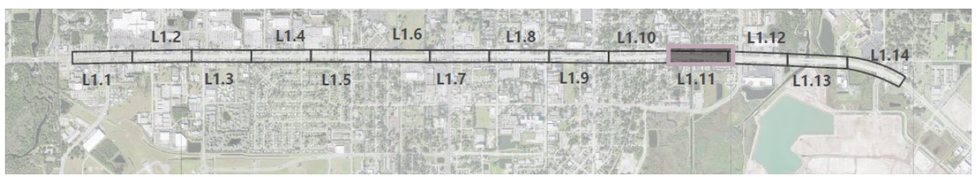
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.11)





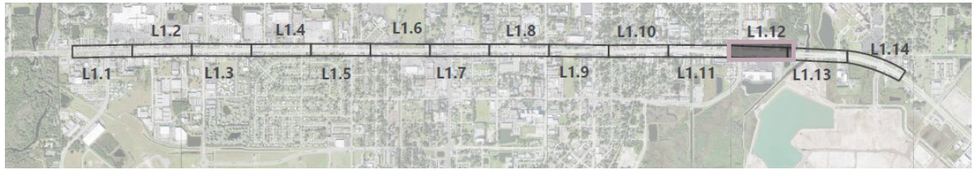
- Ornamental Tree
- Groundcover Planting
- Rain garden

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.12)





Existing Tree

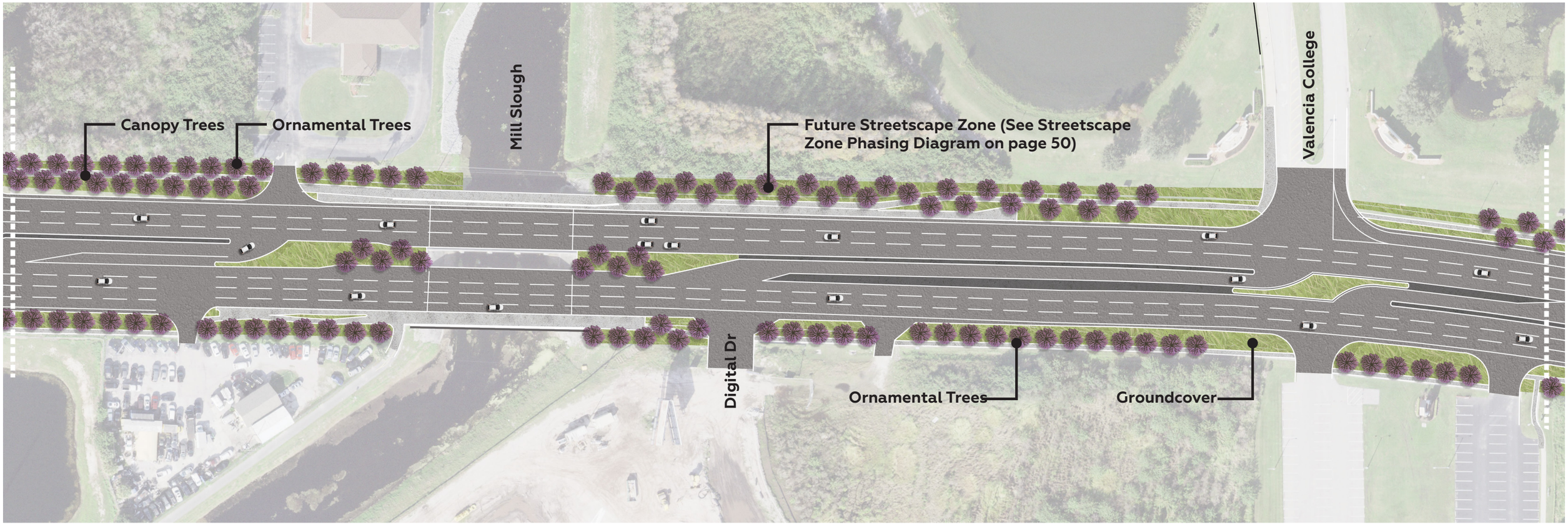
Ornamental Tree

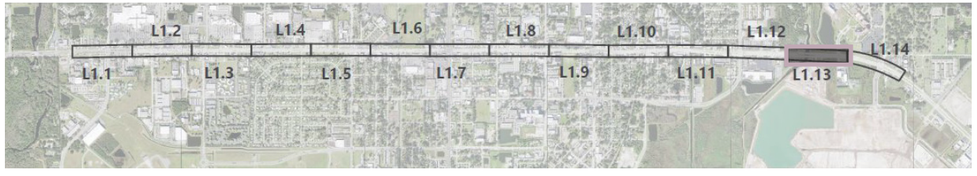
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.13)





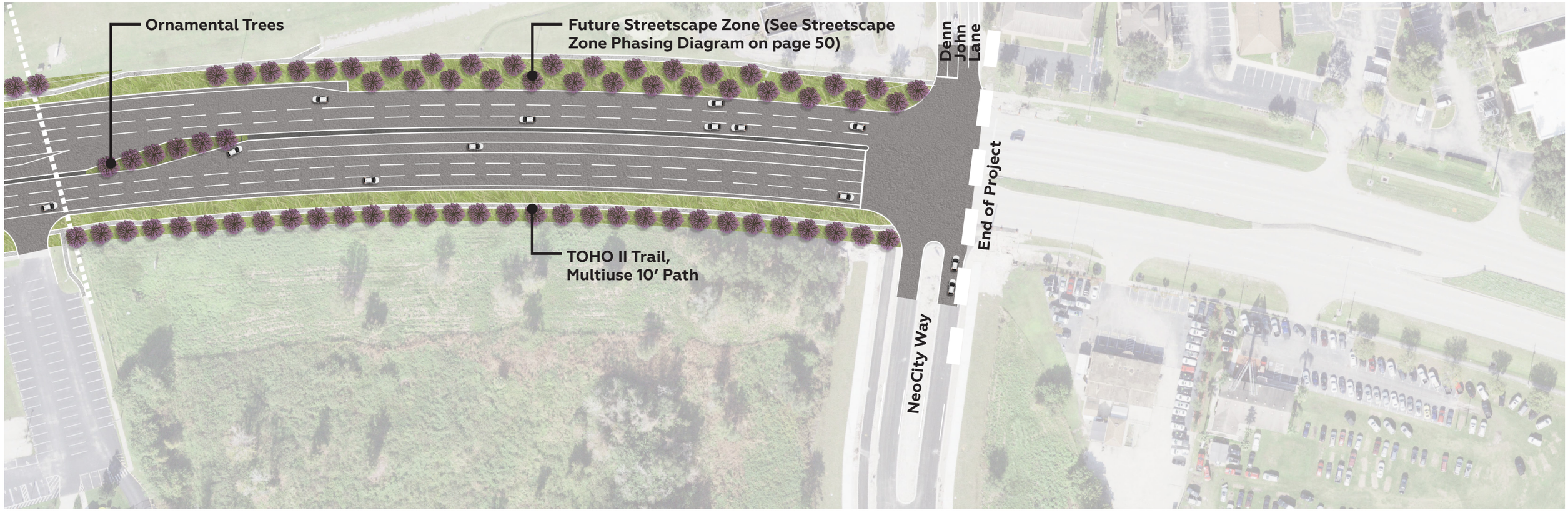
Ornamental Tree

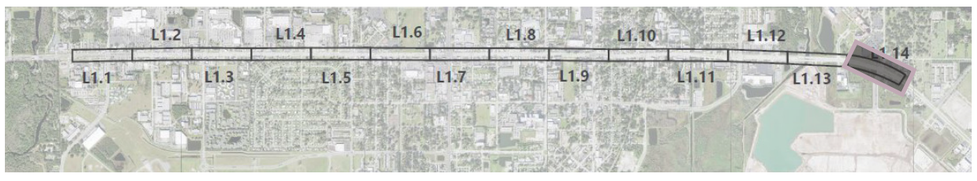
Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLAN RENDERING (L1.14)





Ornamental Tree

Groundcover Planting

N

0 50′ 100′ 200′ 300′

PLANT PALETTE

Planting design decisions should be made based on several factors including functionality, hardiness and adaptability, budget, availability, ecological benefits and aesthetic considerations.

SPATIAL DEFINITION

Successful planting design plays a critical role in defining outdoor spaces. The arrangement of plants can significantly influence one's perspective and comfort in a specific space. For example, placing canopy trees along a major pedestrian walkway can help create shade and a micro-climate which in turn, increase the level of comfort for its pedestrians. Trees and shrubs should be treated as spatial and visual defining elements early in the design process. Plantings should not be viewed as solely external decoration of buildings or as an afterthought to fill up spaces. Instead, they should be used to define scale, character, color and sensory experiences within the campus.

DIVERSITY AND UNITY

Overall, diversity of plant material is encouraged for ecological and visual interests. However, diversity should be studied carefully to not compromise the overall scale, style and character of the corridor. It is recommended that street tree species be placed in groupings to maintain a cohesive look throughout the corridor.

PLANT PALETTE

The following plant list has been designed to provide water efficiency and to utilize a unified and dependable plant palette for the corridor. This list includes native and Florida friendly plants and should be arranged in groupings with similar cultural requirements of light, water and soil type. The approach to the landscape is not to limit the landscape architects creatively, but rather to provide a list of plants with a proven track record in the area.

In areas of challenging soil conditions (if soil is not well-draining), plant beds shall be treated and amended as follows:

- Excavate and remove 24" of existing site soil in all shrub bed areas
- Backfill all shrub bed areas with 24" of prepared planting soil:
  - 50% Native Soil, 25% FDOT Sand, 25% Compost

High Opportunity Areas: Canopy Trees

Median Canopy Trees



Red Maple
Acer rubrum
Native + Florida Friendly



Little Gem Magnolia
Magnolia grandiflora 'Little Gem'
Native + Florida Friendly

Adjacent to Roadway Canopy Trees



Winged Elm
Ulmus alata
Native + Florida Friendly



High Rise Live Oak
Quercus virgniana Highrise
Native + Florida Friendly

We recommend that Little Gem Magnolia and Red Maple are utilized in the center median areas and that Live Oak and Winged Elm are utilized adjacent to the roadway. Trees should be placed in groups of 3 or 5 where possible to maintain a cohesive character.

The High Opportunity Medians vary in width from 12-16' with an average width of 14'. We recommend planting more columnar trees in these medians to reduce the potential the tree canopy to interfere with the traffic along Vine Street.

PLANT PALETTE

Medium Opportunity Areas: Understory Trees (4″ Caliper or Less)



Pineapple Guava
Acca sellowiana
Florida Friendly



Japanese Blueberry Tree
Elaeocarpus decipiens
Florida Friendly



Italian Cypress
Cupressus sempervirens
Florida Friendly



Dahoon Holly
Ilex ‘Nellie Stevens’
Florida Friendly



Crepe Myrtle
Lagerstroemia indica
Florida Friendly



Japanese Privet
Ligustrum japonicum
Native + Florida Friendly

We recommend that Japanese Blueberry and Dahoon Holly with a minimum 4' clear trunk (CT) be utilized adjacent to sidewalk areas. In wider spaces of within the center medians, other trees species can be utilized. Trees should be placed in groups of 3 or 5 where possible to maintain a cohesive character.

Shrubs + Perennials (Over 24″)



Pineapple Guava
Acca sellowiana ‘Bambina’
Florida Friendly



Thyrallis
Galphimia glauca
Native + Florida Friendly



Plum Loropetalum
Loropetalum chinense ‘Plum’
Florida Friendly



Cape Plumbago
Plumbago auriculata ‘Royal Cape’
Florida Friendly



Podopcarpus
Podocarpus macrophylla
Florida Friendly



Walter’s Viburnum
Viburnum obovatum
Native + Florida Friendly



Indian Hawthorn
Rhaphiolepis indica
Florida Friendly



Firecracker Plant
Russelia equisetiformis
Florida Friendly



Saw Palmetto
Serenoa repens
Native + Florida Friendly



Golden Dewdrops
Duranta erecta
Florida Friendly



Dwarf Oleander
Nerium oleander ‘Dwarf Pink Ice’
Florida Friendly

PLANT PALETTE

Sight Triangle Areas: Shrubs + Perennials (18-24″)



Dune Sunflower
Helianthus debilis
Native + Florida Friendly



Dwarf Firebush
Hamelia patens ‘Compacta’
Native + Florida Friendly



Society Garlic
Tulbaghia violacea
Florida Friendly



Foxtail Fern
Asparagus densiflorus ‘Meyerii’
Florida Friendly



Dwarf Yaupon
Ilex vomitoria ‘Nana’
Native + Florida Friendly

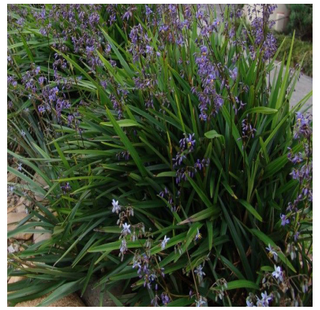


Parsoni Juniper
Juniperus chinensis ‘Parsonii’
Florida Friendly

Low Opportunity Areas: Groundcovers (Under 18″)



Perennial Peanut
Arachis glabrata
Florida Friendly



Little Becca Flax Lily
Dianella caerulea ‘Little Becca’
Native + Florida Friendly



Brazilian Dwarf Morning Glory
Evolvulus glomeratus ‘Blue Daze’
Florida Friendly



Flax Lily
Dianella tasmanica
Native + Florida Friendly



Blue Pacific Juniper
Juniperus conferta ‘Blue Pacific’
Florida Friendly



Mondo Grass
Ophiopogon japonicus
Florida Friendly



Minima Jasmine
Trachelospermum asiaticum ‘Minima’
Florida Friendly



Bahia Sod
Paspalum notatum
Florida Friendly

PLANT PALETTE

Rain Garden



Autumn Gold Bald Cypress
Taxodium distichum
Native + Florida Friendly



Pond Cypress
Taxodium ascendens
Native + Florida Friendly



River Birch ‘Dura Heat’
Betula nigra ‘BNMTF’
Florida Friendly



Pink Muhly
Muhlenbergia capillaris
Native + Florida Friendly



Sand Cord Grass
Spartina bakeri
Native + Florida Friendly



Dwarf Fakahatchee
Tripsacum floridanum
Native + Florida Friendly



Agapanthus
Agapanthus
Florida Friendly



Butterfly Milkweed
Asclepias tuberosa
Native and Florida Friendly



Black Eyed Susan
Rudbeckia hirta
Native + Florida Friendly



Canna Lily
Canna Canna generalis ‘Yellow’
Native + Florida Friendly



Spider Lily
Hemerocallis ‘White Spider’
Florida Friendly



Sensitive Plant
Mimosa strigillosa
Native + Florida Friendly

Intersection Treatments



Sylvester Date Palm
Phoenix sylvestris
Florida Friendly



Ribbon Palm
Livistona decipiens
Native + Florida Friendly



Century Plant
Agave americana
Native and Florida Friendly



Coontie
Zamia pumila
Native + Florida Friendly



Liriope
Liriope Muscari ‘Emerald Goddess’
Florida Friendly

Existing Conditions

Vine Street at Nebraska Ave.

A high priority item that came out of the Design Workshop was an interest in transforming existing grass swales along the corridor into rain gardens / bioswales and utilizing these areas to provide green infrastructure opportunities. These elements would capture stormwater runoff and reduce the amount of pollutants as suspended solids going into the stormwater system and entering lakes and stormwater ponds at outfall areas. Oftentimes, FDEP (Florida Department of Environmental Protection) and State Stormwater Management Districts will authorize funding for these types of features to be implemented. In the case of the City of Kissimmee, the South Florida Water Management district would be the jurisdiction to evaluate potential funding opportunities for this project.

This rain garden opportunity occurs on the south side of the corridor near Kevstin Drive and is approximately 830 linear feet.



Existing Condition



Location

Rain Garden Opportunity

Vine Street at Nebraska Ave.

This perspective rendering shows the proposed rain garden that could be implemented in this area and includes a variety of native plantings, a linear aggregate strip along the bottom of the rain garden as well as native trees and placed boulders that could occur in this area as well. The resulting design not only greatly enhances the aesthetics along the corridor but also promotes sustainable design by greatly improving water quality.





Location

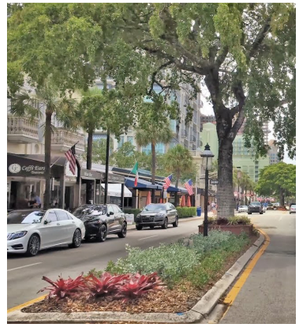
Redevelopment Opportunity

Vine Street at Main Street

As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing street trees and other landscape opportunities as part of redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20' Streetscape Zone as well as a 10' minimum building setback. This type of development will encourage buildings to be within 10' to 20' of the sidewalk with parking behind the building to create a more urban and cohesive environment.



Storefronts

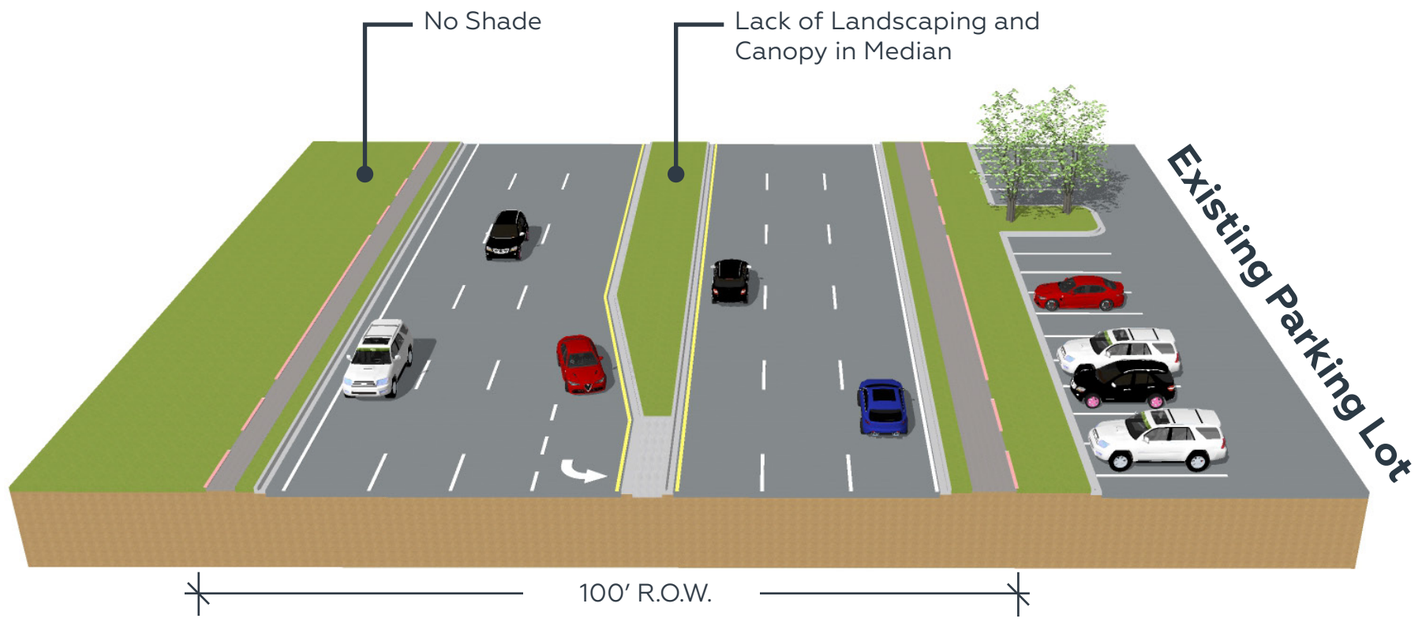


Planted Median

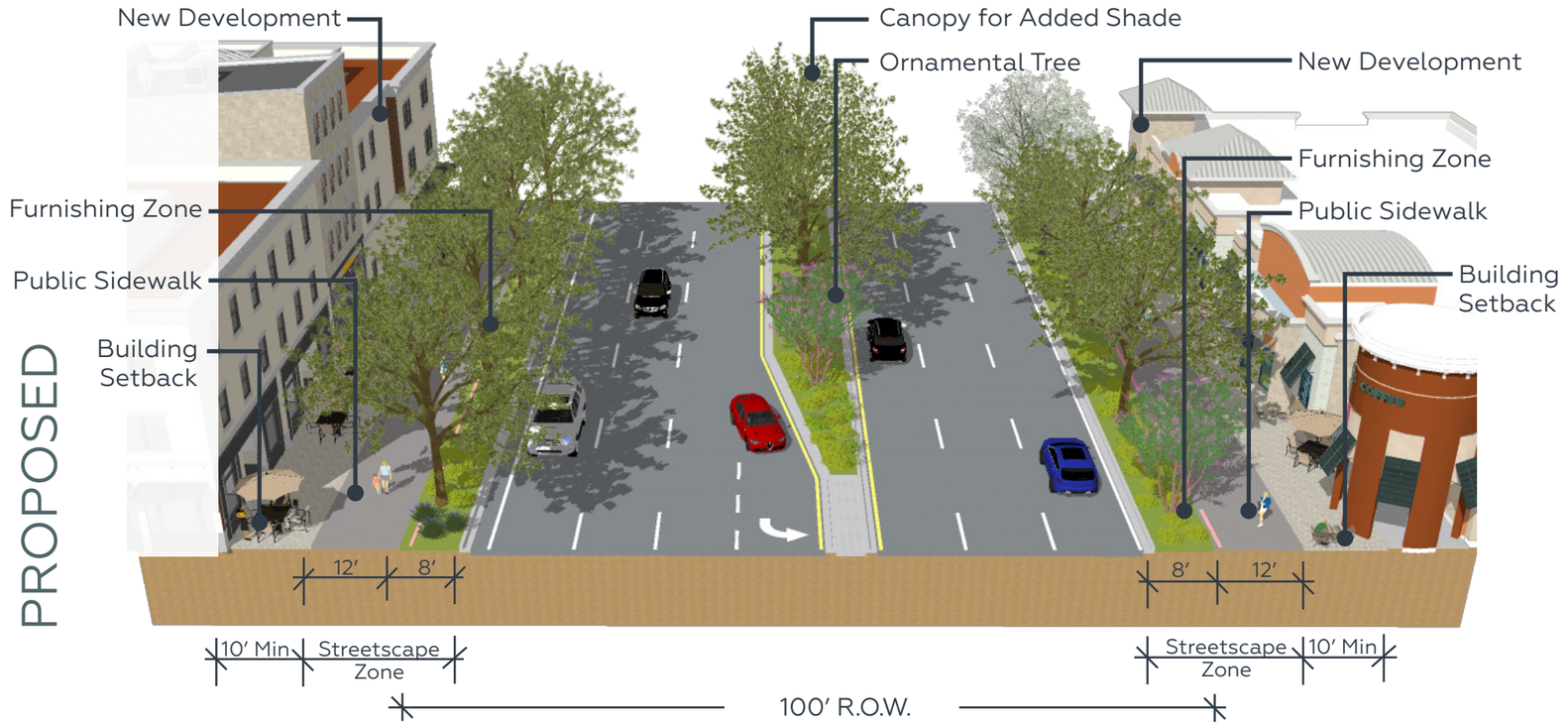


Location

EXISTING



PROPOSED



Redevelopment Opportunity: Urban Furnishings

Vine Street at Main Street

This option shows a more urban character which includes furnishing zones that occur in between the street tree placements.

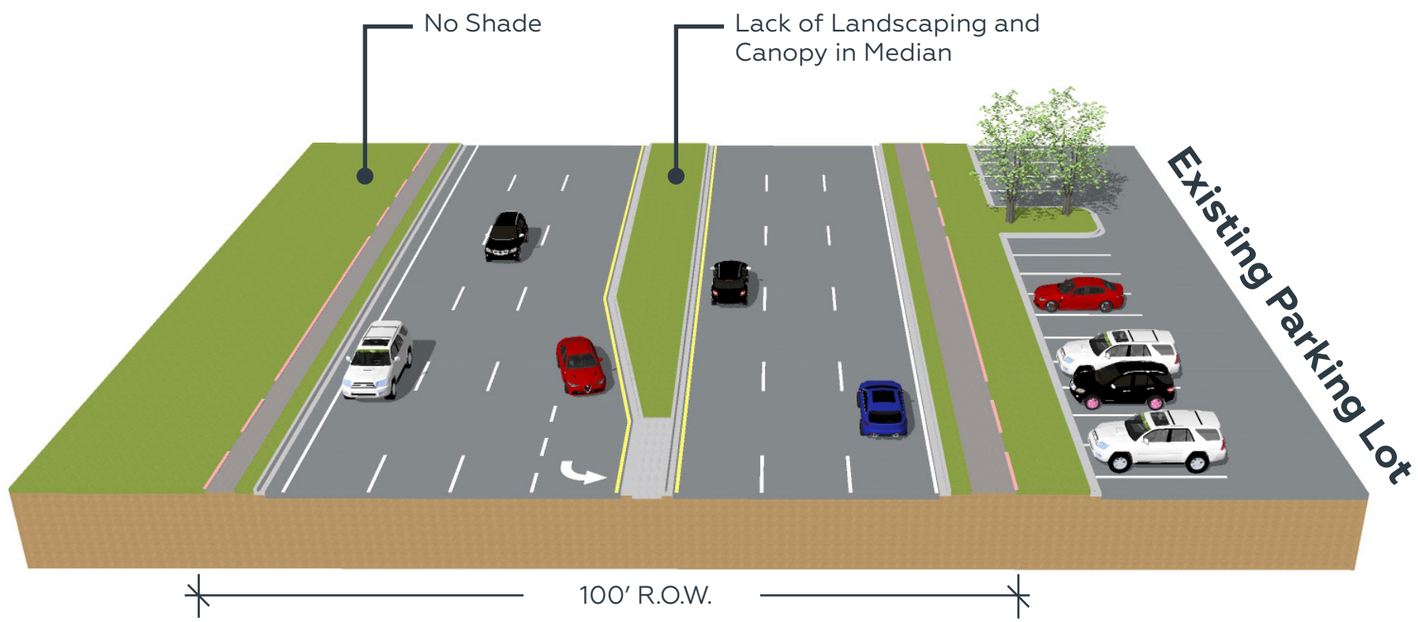


Streetscape

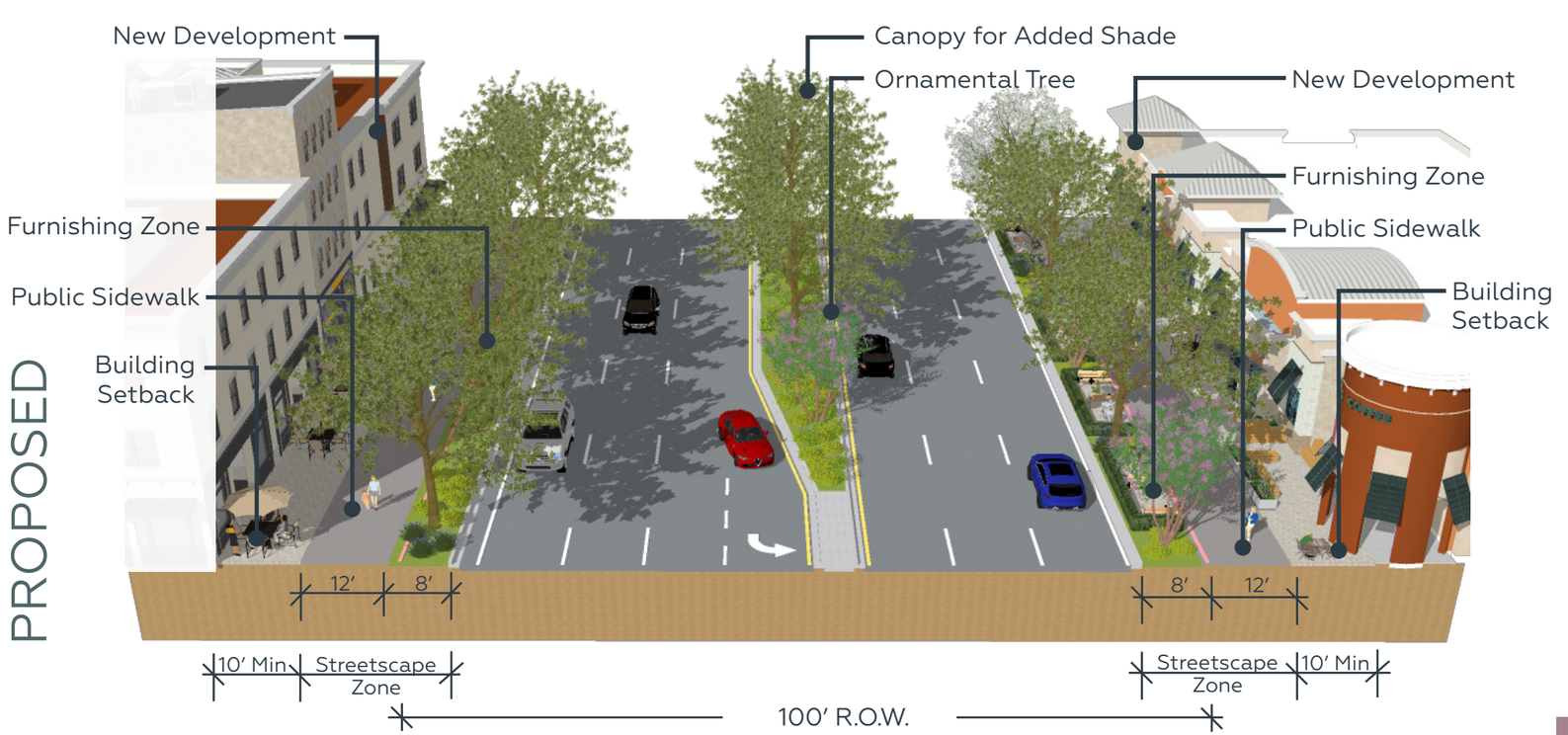


Location

EXISTING



PROPOSED



Redevelopment Opportunity

Vine Street at Main Street

Existing conditions show the typical development along the corridor with narrow sidewalks near or adjacent to the roadway as well as an overall lack of street trees. Parking lots are typically adjacent to the ROW with the buildings located behind the parking lots.



Existing Condition



Location

Redevelopment Opportunity

Vine Street at Main Street

As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing street trees and other landscape opportunities as part of redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20′ Streetscape Zone as well as a 10′ minimum building setback. This type of development will encourage buildings to be within 10′ to 20′ of the sidewalk with parking behind the building to create a more urban and cohesive environment. This option shows a more urban character which includes furnishing zones that occur in between the street tree placements.



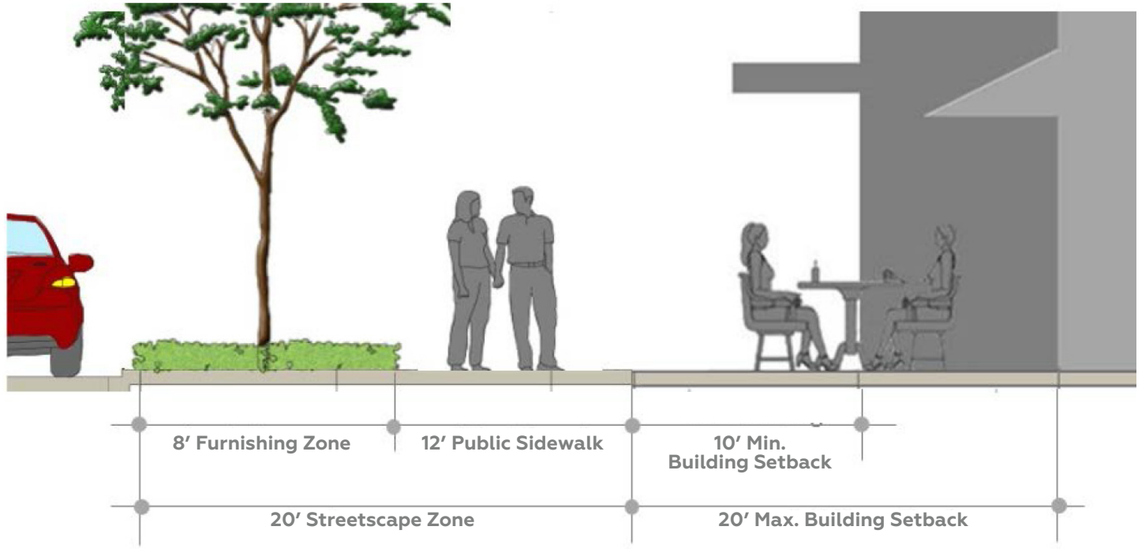


Location

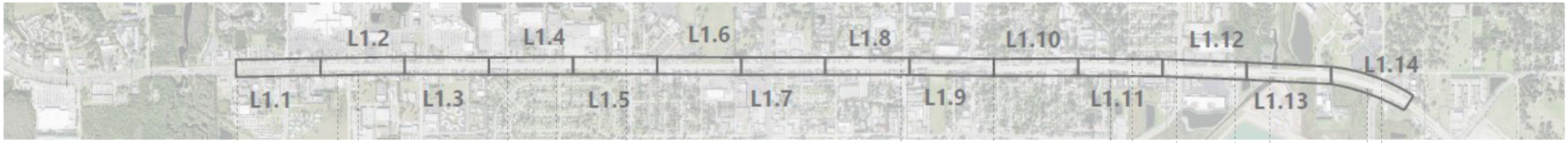
Streetscape Zone Phasing Diagram

Based on input from City staff, S&ME has developed phasing priorities for implementation of the Streetscape Zone outlined in the Form Based Code. Refer to page 19 for Form Based Code summary and pages 46-49 for Redevelopment visioning graphics.

- **Phase 1: Short Term Streetscape Zone** shows areas where there are currently 20′ or more of Right of Way off of the back of curb. In these locations, there is enough room to construct the Streetscape Zone within the current Right of Way.
- **Phase 2: Medium Term Streetscape Zone** displays potential streetscape zones as identified by City staff. In these locations, there is less than 20′ within the Right Of Way from edge of curb to property line. An easement agreement with the property owners would be needed to establish and construct streetscape zones.
- **Phase 3: Long Term Streetscape Zone** has less than 20′ within the Right Of Way from edge of curb to property line. An easement agreement with the property owners would be needed to establish and construct streetscape zones. These areas will construct the streetscape zone when they redevelop as outlined in the Form Based Code.



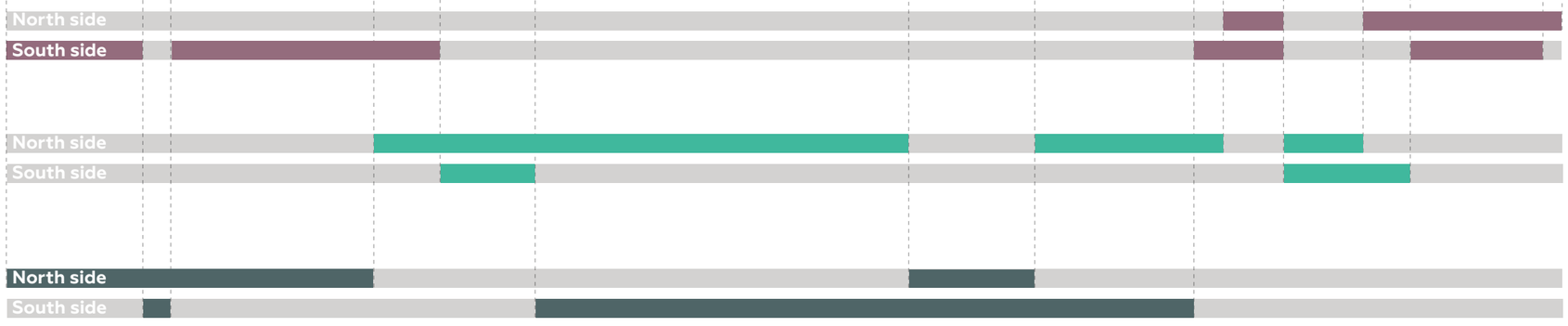
Form Based Code: Sidewalk Zone and Setback

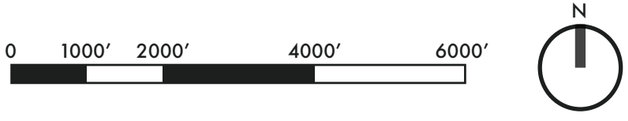


PHASE 1: SHORT TERM STREETSCAPE ZONE

PHASE 2: MEDIUM TERM STREETSCAPE ZONE

PHASE 3: LONG TERM STREETSCAPE ZONE





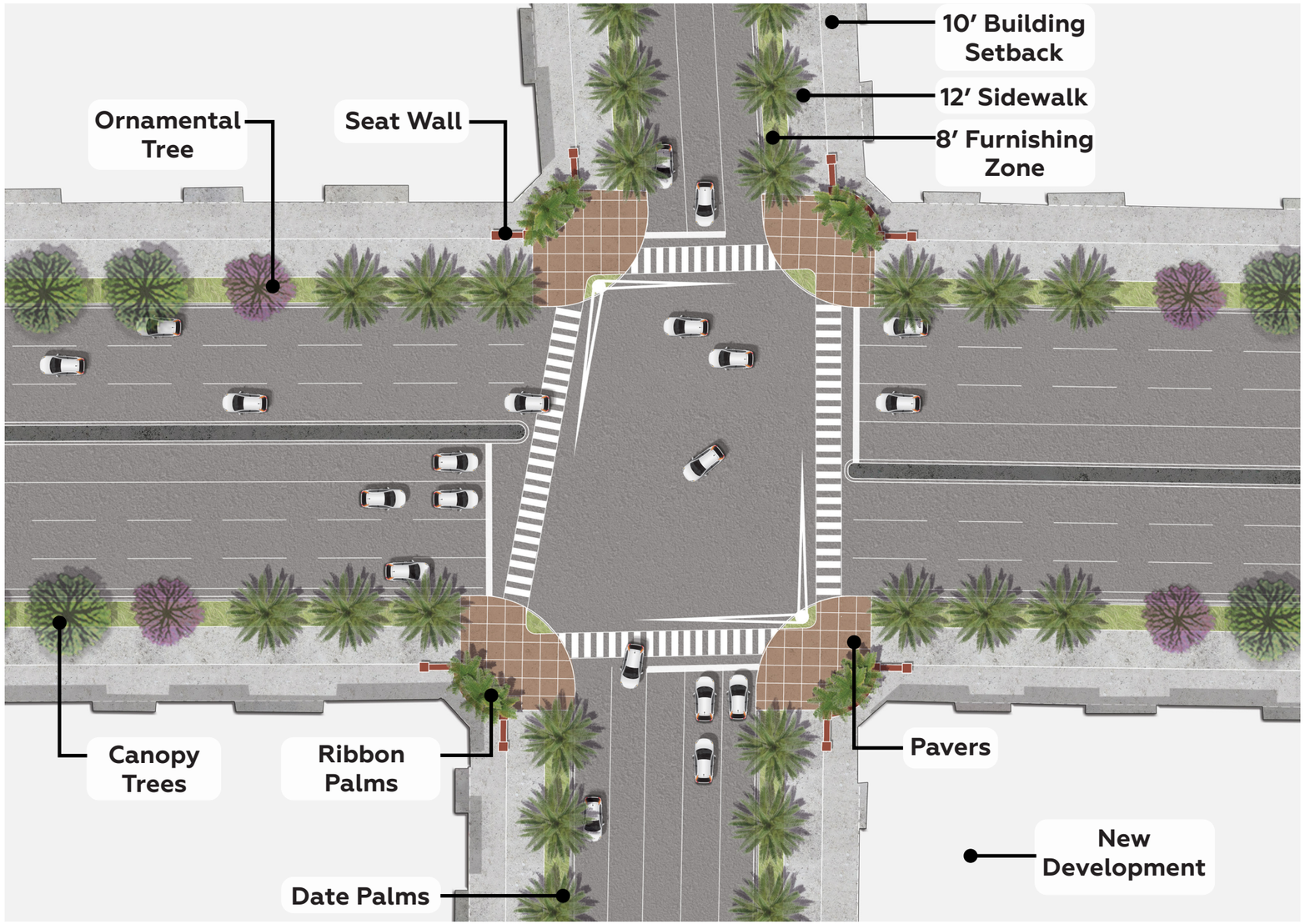
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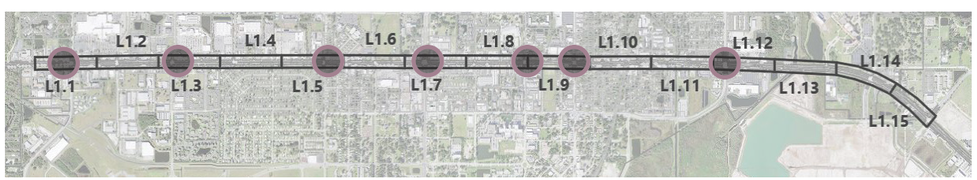
Typical Intersection Treatment

Vine Street at Main Street

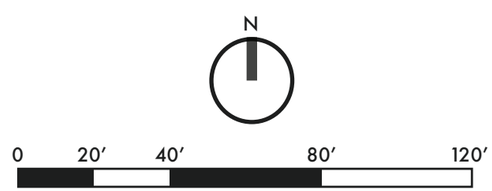
As part of the Landscape Master Plan, we wanted to provide guidance and design standards for implementing intersection treatments as part of future redevelopment along the corridor. The proposed scenarios identify opportunities based on the form-based code which will include a 20′ Streetscape Zone along Vine Street and an enlarged Streetscape Zone along several intersection streets as well. This type of development will encourage buildings to be within 10′ to 20′ of the sidewalk with parking behind the building to create a more urban and cohesive environment.

Proposed intersection treatments include date palms, a low wall with columns, planter pots and could include paver treatments at each of the corners of the intersection as well. These treatments serve to enhance pedestrian comfort and safety and also improve the overall aesthetic of the corridor.





Intersection Treatment Location



TYPICAL INTERSECTION TREATMENT









CONCLUSION

Overall Cost Estimates 55

Phasing Cost Estimates 56

COST ESTIMATE

Overall Cost Estimates

As part of the master plan effort, we have developed cost estimates for all improvements along the entire corridor which include all landscape costs but do not include irrigation design or installation. Also built into the cost estimates are 10% in 'Soft Cost' which includes survey, design fees and permitting. Contractor general conditions and markups are included at 10% and we have allocated 20% for project contingency.

Item	Units	Unit Cost	Quantity	Total Cost
A. Site Work & Hardscape				
Demolition of Existing Concrete	SF	$6.00	16,237	$97,422.00
Subtotal				**$97,422.00**
B. Landscaping				
High Opportunity Zones				
Canopy Trees (3" Caliper)	EA	$600.00	191	$114,600.00
Shrubs and Perennials (Over 24")	SF	$2.00	50,329	$100,658.00
Medium Opportunity Zones				
Understory/Ornamental Trees (2" Caliper)	EA	$400.00	454	$181,600.00
Shrubs and Perennials (18"-24")	SF	$2.00	160,751	$321,502.00
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	$2.00	149,044	$298,088.00
Rain Gardens				
Rain Garden (Excluding Trees; Including shrubs/ grasses, gravel/aggregate, and storm drainage/ overflow)	SF	$6.00	167,282	$1,003,692.00
Other				
Mulch	SF	$0.50	527,406	$263,703.00
Planting Soil (24" Depth for Existing Concrete Area)	CY	$40.00	1,203	$48,109.63
Planting Soil (3" Depth for Existing Planting Area)	CY	$40.00	4,872	$194,890.10
Subtotal				**$2,526,842.73**
Combined Subtotal				
Estimated Construction Costs				**$2,624,264.73**
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		**$393,639.71**
Contractor General Condition and Markups		12%		**$314,911.77**
Contingencies		20%		**$524,852.95**
Total Construction Costs				**$3,857,669.15**

Funding Opportunities

Funding opportunities for landscape have been identified through the Florida Department of Transportation (FDOT) District 5. They have two different grant programs that can be utilized to provide funding for this type of project. One is LAP (Local Agency Program) and the other is JPA (Joint Participation Agreement). In coordination with District 5, there is available and future funding for landscape improvements for this project. Other funding opportunities include FDEP (Florida Department of Environmental Protection) and the South Florida Water Management District who could provide funding for the rain garden elements as they address and improve stormwater quality

COST ESTIMATE

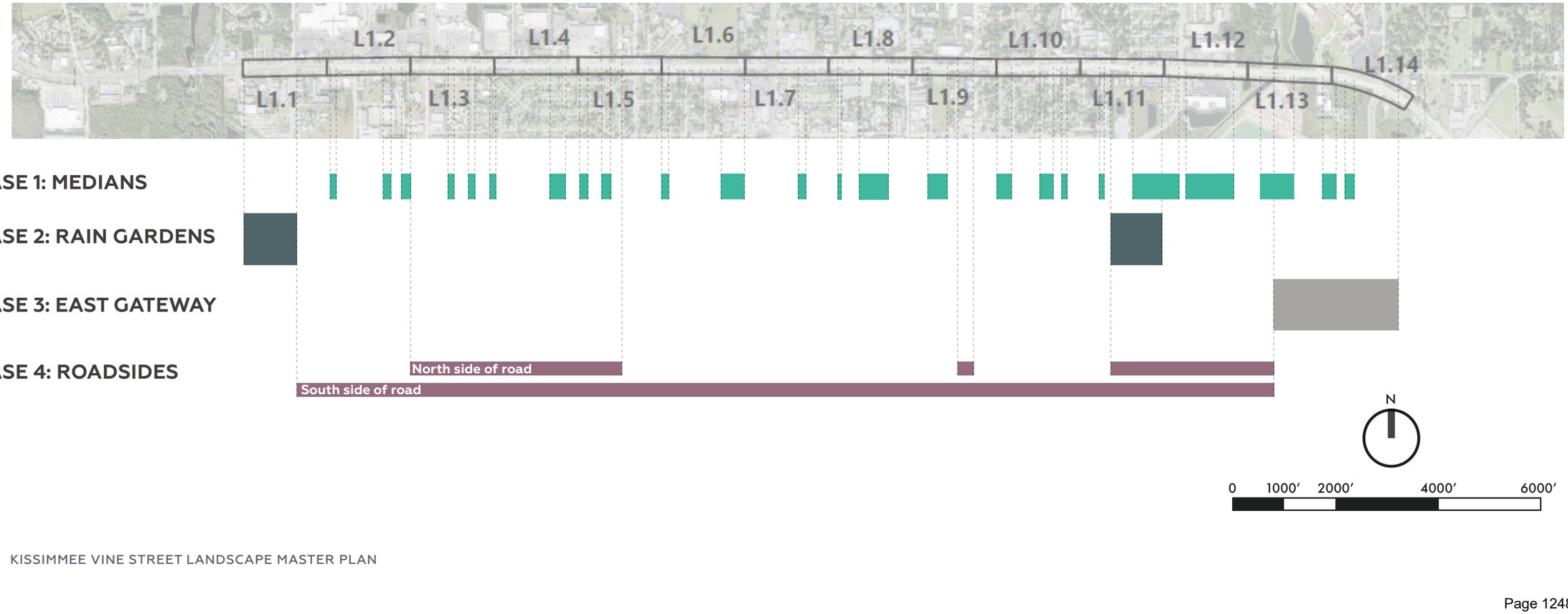
Phasing

Based on the overall cost estimate and input from City staff, S&ME has developed Phasing priorities for implementation of the Landscape Master Plan.

- Phase 1 includes the center medians throughout the corridor
- Phase 2 includes the proposed rain garden improvements in areas of existing grass swales
- Phase 3 includes the East Gateway treatment
- Phase 4 includes all Roadside areas – areas that are to the north or south of Vine Street within the existing right-of-way (ROW)

These phases provide a framework for the implementation of the Master Plan over time but phases can be further divided or pieced together as funding becomes available and as priorities for the City change over time. The center medians were included as a first phases as they are the most straight-forward to be able to implement immediately with little to no impacts to future redevelopment along the corridor.

Other areas (Phases 2, 3 and 4) which occur adjacent to the corridor will be impacted more directly by future redevelopment, especially as it relates to the City's form-based code. It may be worthwhile for the City to utilize and build upon this Landscape Master Plan to develop Streetscape Design Guidelines which can better direct redevelopment along the corridor to match the City's long-term vision.



Phasing Cost Estimate

The below cost estimates indicate cost for the proposed phases and include all landscape costs but do not include irrigation design or installation. Also built into the cost estimates for the individual phases are 10% in 'Soft Cost' which includes survey, design fees and permitting. Contractor general conditions and markups are included at 10% and we have allocated 20% for project contingency.

Vine Street - Cost Estimate

Item	Units	Unit Cost	Quantity	Total Cost
A. Phase 1: Medians				
Demolition				
Demolition of Existing Concrete	SF	$6.00	16,237	$97,422.00
High Opportunity Zones				
Canopy Trees (3" Caliper)	EA	$600.00	38	$22,800.00
Shrubs and Perennials (Over 24")	SF	$2.00	18,685	$37,370.00
Medium Opportunity Zones				
Understory/Ornamental Trees (2" Caliper)	EA	$400.00	63	$25,200.00
Shrubs and Perennials (18"-24")	SF	$2.00	20,681	$41,362.00
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	$2.00	43,168	$86,336.00
Other				
Mulch	SF	$0.50	82,534	$41,267.00
Planting Soil (24" Depth for Existing Concrete Area)	CY	$40.00	1,203	$48,109.63
Planting Soil (3" Depth for Existing Planting Area)	CY	$40.00	753	$30,122.69
Phase 1 Subtotal				**$429,989.32**
Combined Subtotal				
Estimated Construction Costs				**$429,989.32**
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		**$64,498.40**
Contractor General Condition and Markups		12%		**$51,598.72**
Contingencies		20%		**$85,997.86**
Phase 1 Total Construction Costs				**$632,084.30**

Item	Units	Unit Cost	Quantity	Total Cost
B. Phase 2: Rain Gardens				
Canopy Trees (3" Caliper)	EA	$600.00	19	$11,400.00
Understory/Ornamental Trees (2" Caliper)	EA	$400.00	22	$8,800.00
Rain Garden (Includes shrubs/grasses, gravel/ aggregate, and storm drainage/overflow)	SF	$6.00	167,282	$1,003,692.00
Mulch	SF	$0.50	167,282	$83,641.00
Planting Soil (3" Depth for Existing Planting Area)	CY	$40.00	1,549	$61,956.30
Phase 2 Subtotal				**$1,169,489.30**
Combined Subtotal				
Estimated Construction Costs				**$1,169,489.30**
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		**$175,423.39**
Contractor General Condition and Markups		12%		**$140,338.72**
Contingencies		20%		**$233,897.86**
Phase 2 Total Construction Costs				**$1,719,149.27**

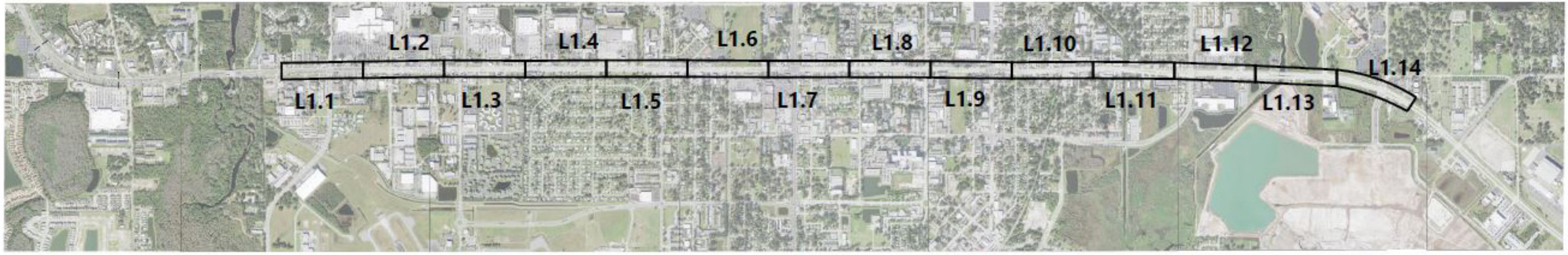
Item	Units	Unit Cost	Quantity	Total Cost
C. Phase 3: East Gateway *(From Mill Slough to East end of project)*				
High Opportunity Zones				
Canopy Trees (3" Caliper)	EA	$600.00	0	$0.00
Shrubs and Perennials (Over 24")	SF	$2.00	0	$0.00
Medium Opportunity Zones				
Understory/Ornamental Trees (2" Caliper)	EA	$400.00	145	$58,000.00
Shrubs and Perennials (18"-24")	SF	$2.00	73,229	$146,458.00
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	$2.00	15,866	$31,732.00
Other				
Mulch	SF	$0.50	89,095	$44,547.50
Planting Soil (3" Depth for Existing Planting Area)	CY	$40.00	825	$32,998.15
Phase 3 Subtotal				**$313,735.65**
Combined Subtotal				
Estimated Construction Costs				**$313,735.65**
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		**$47,060.35**
Contractor General Condition and Markups		12%		**$37,648.28**
Contingencies		20%		**$62,747.13**
Phase 3 Total Construction Costs				**$461,191.40**

Item	Units	Unit Cost	Quantity	Total Cost
D. Phase 4: Remaining Roadsides				
High Opportunity Zones				
Canopy Trees (3" Caliper)	EA	$600.00	134	$80,400.00
Shrubs and Perennials (Over 24")	SF	$2.00	31,644	$63,288.00
Medium Opportunity Zones				
Understory/Ornamental Trees (2" Caliper)	EA	$400.00	224	$89,600.00
Shrubs and Perennials (18"-24")	SF	$2.00	66,841	$133,682.00
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	$2.00	90,010	$180,020.00
Other				
Mulch	SF	$0.50	188,495	$94,247.50
Planting Soil (3" Depth for Existing Planting Area)	CY	$40.00	1,745	$69,812.96
Phase 4 Subtotal				**$711,050.46**
Combined Subtotal				
Estimated Construction Costs				**$711,050.46**
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		**$106,657.57**
Contractor General Condition and Markups		12%		**$85,326.06**
Contingencies		20%		**$142,210.09**
Phase 4 Total Construction Costs				**$1,045,244.18**
Total Construction Costs				**$3,857,669.15**

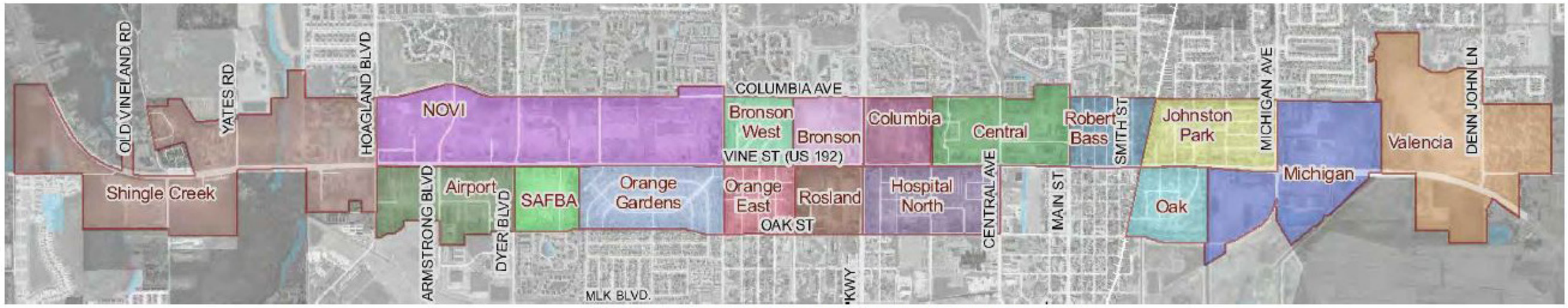
APPENDIX

Opportunity Plans 59
Existing Conditions Plans 74

OPPORTUNITY PLANS



KEY MAP



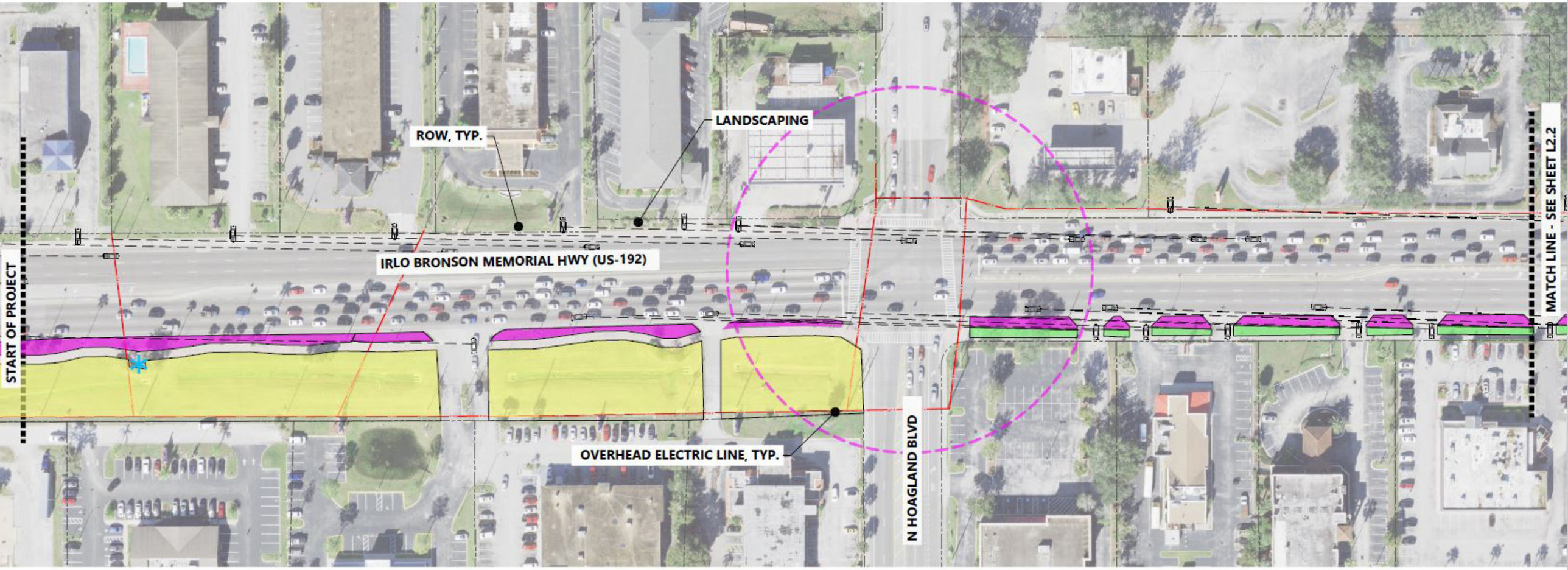
VINE STREET CRA NEIGHBORHOODS AND HUBS



OPPORTUNITY PLANS

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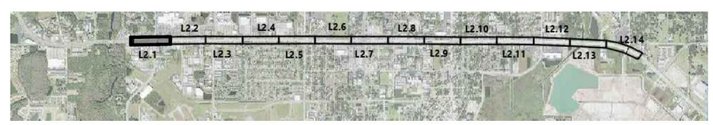
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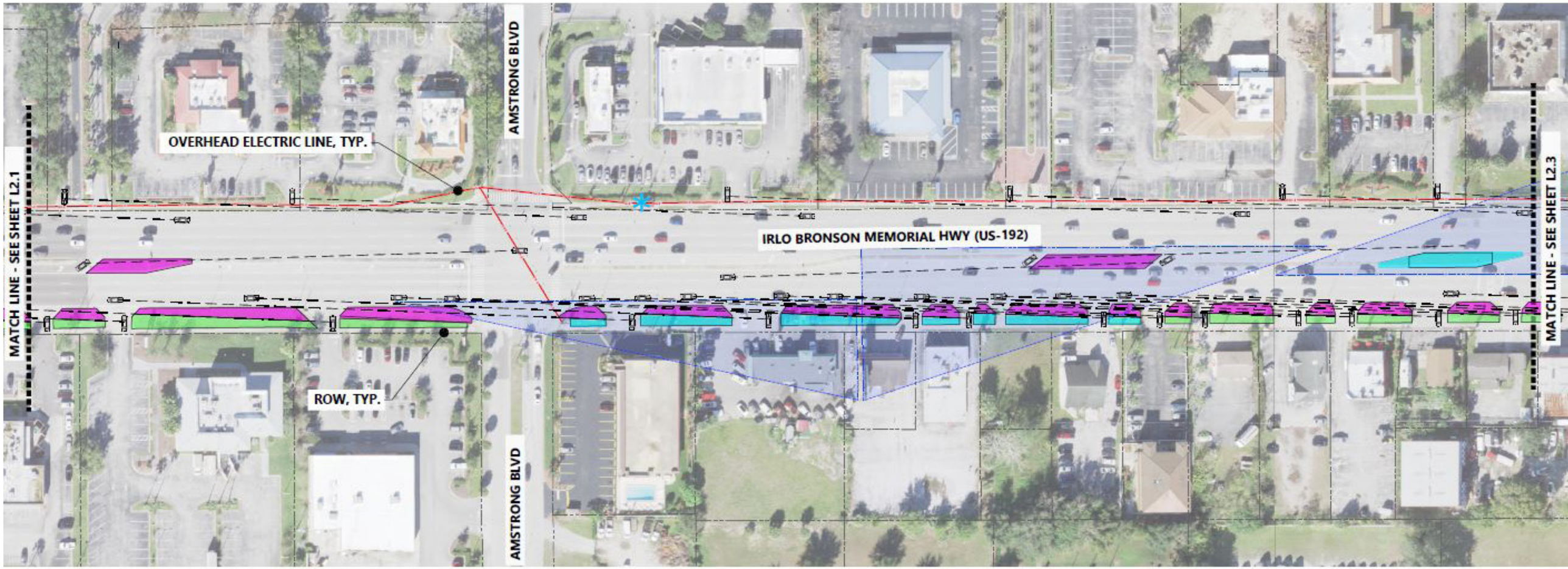
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OPPORTUNITY PLANS

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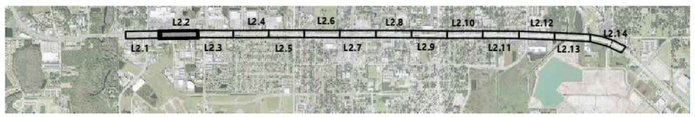
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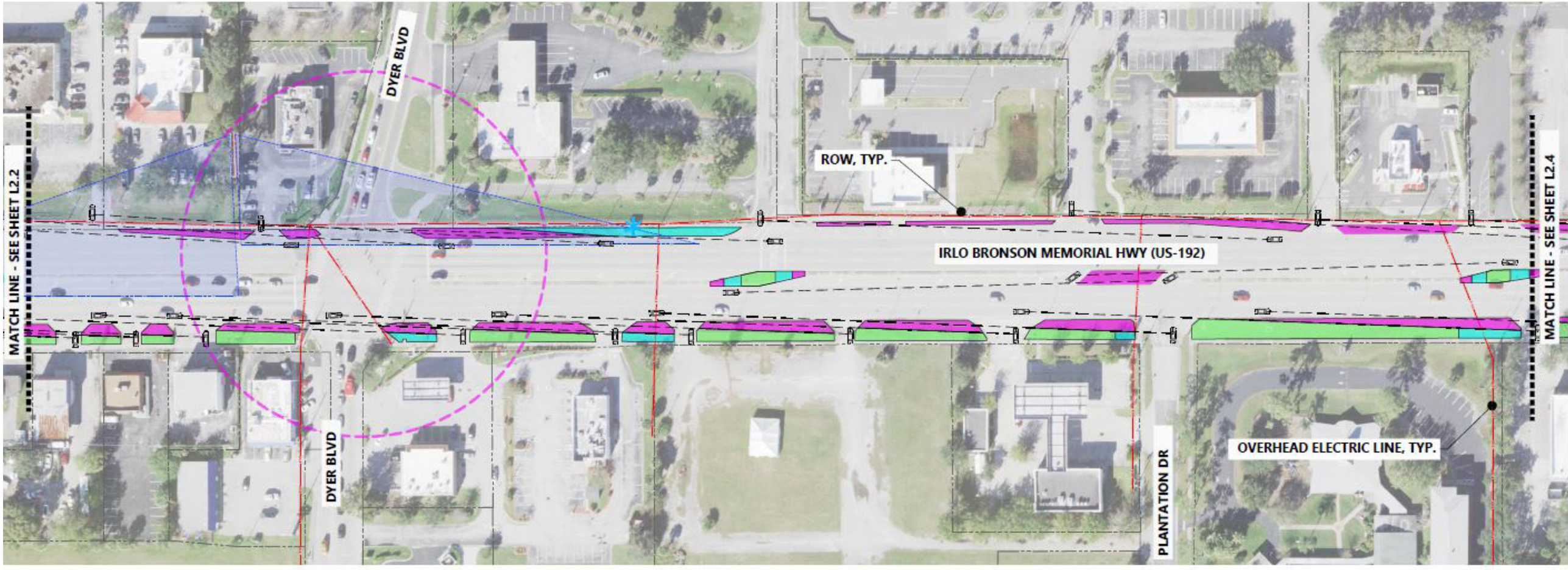
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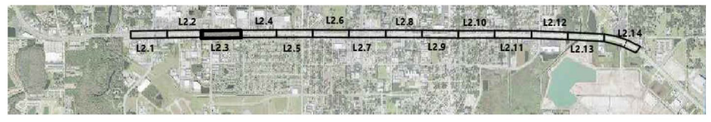
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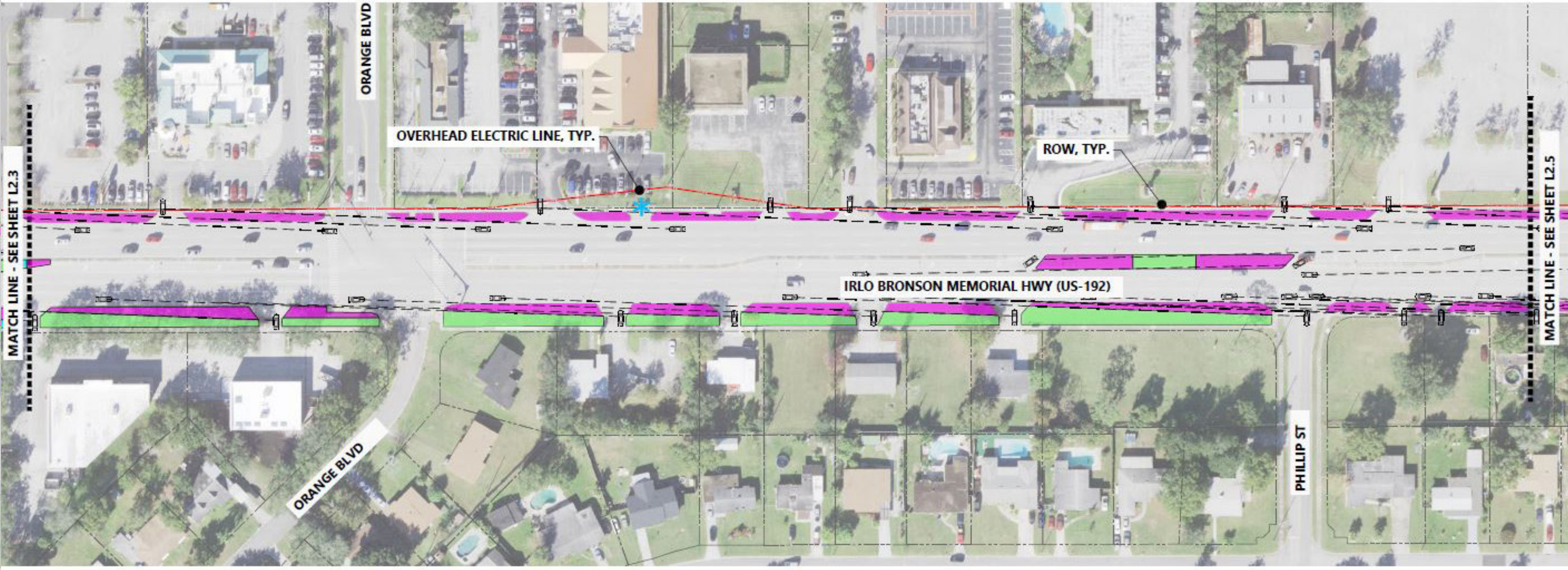
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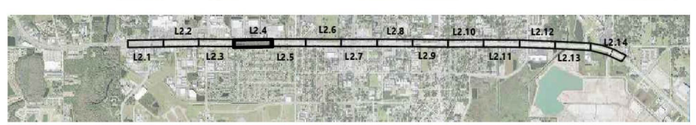
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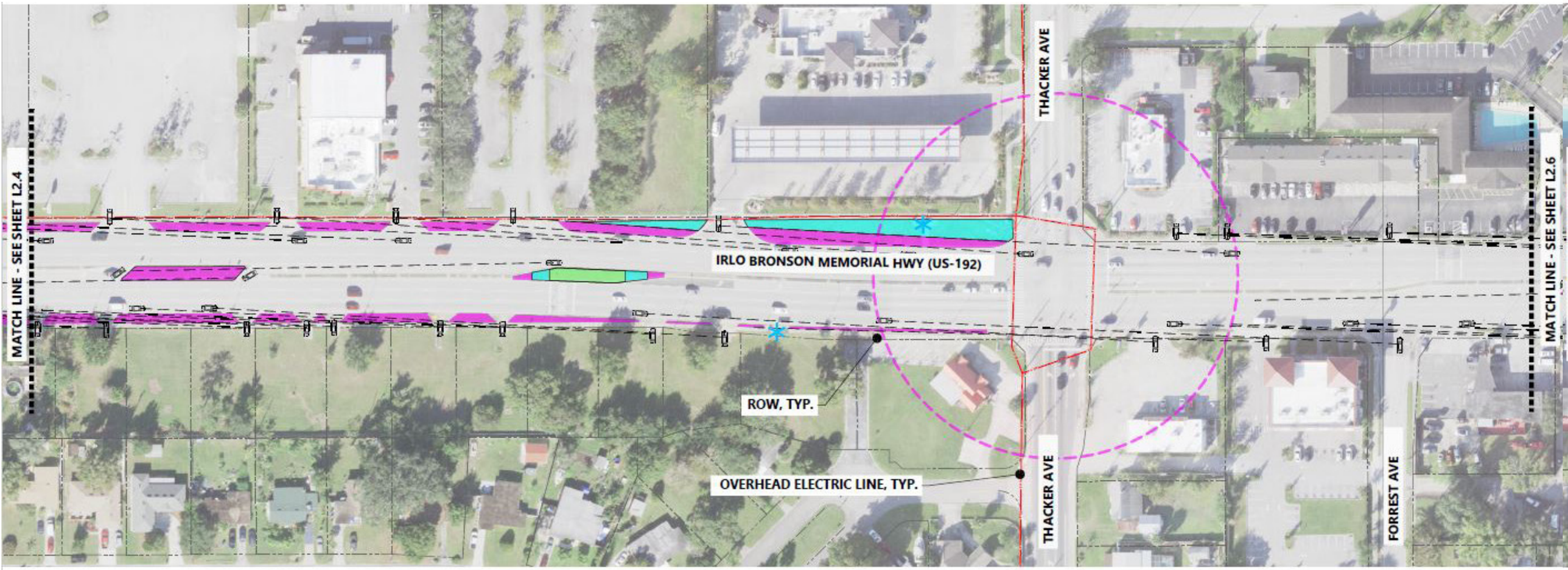
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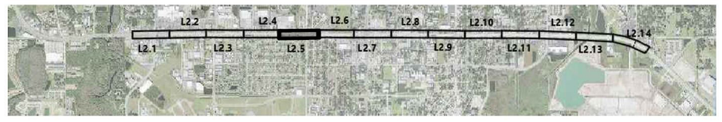
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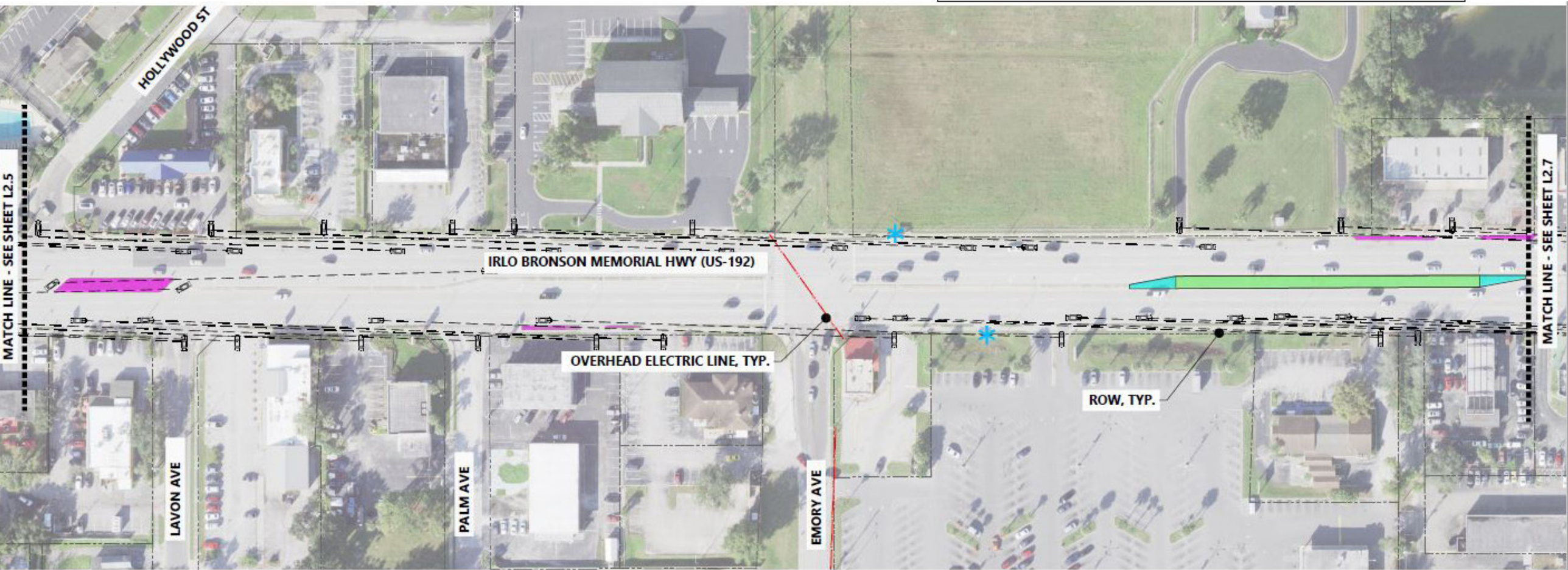
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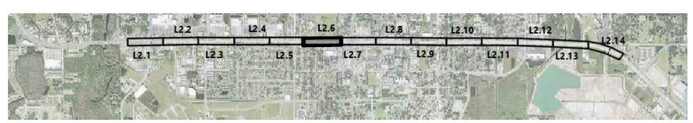
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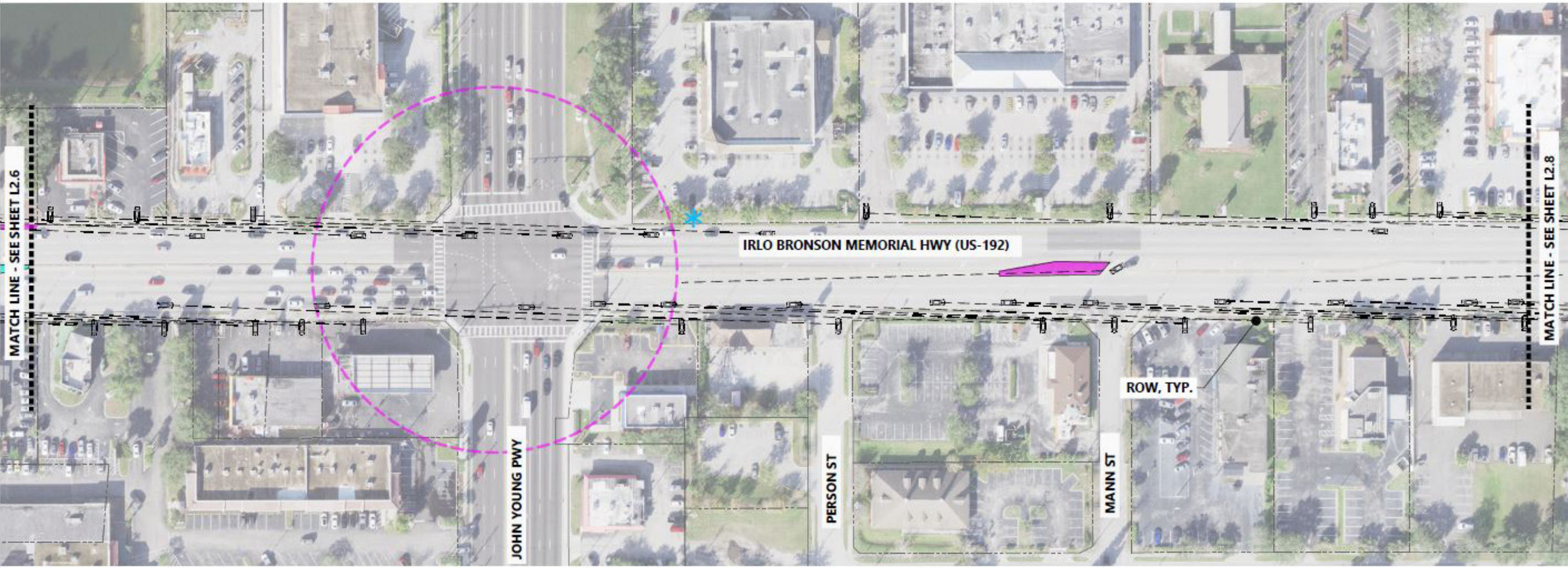
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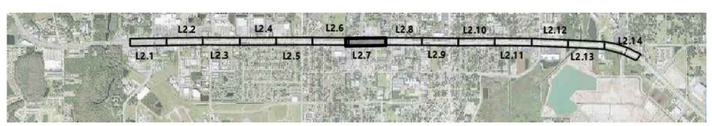
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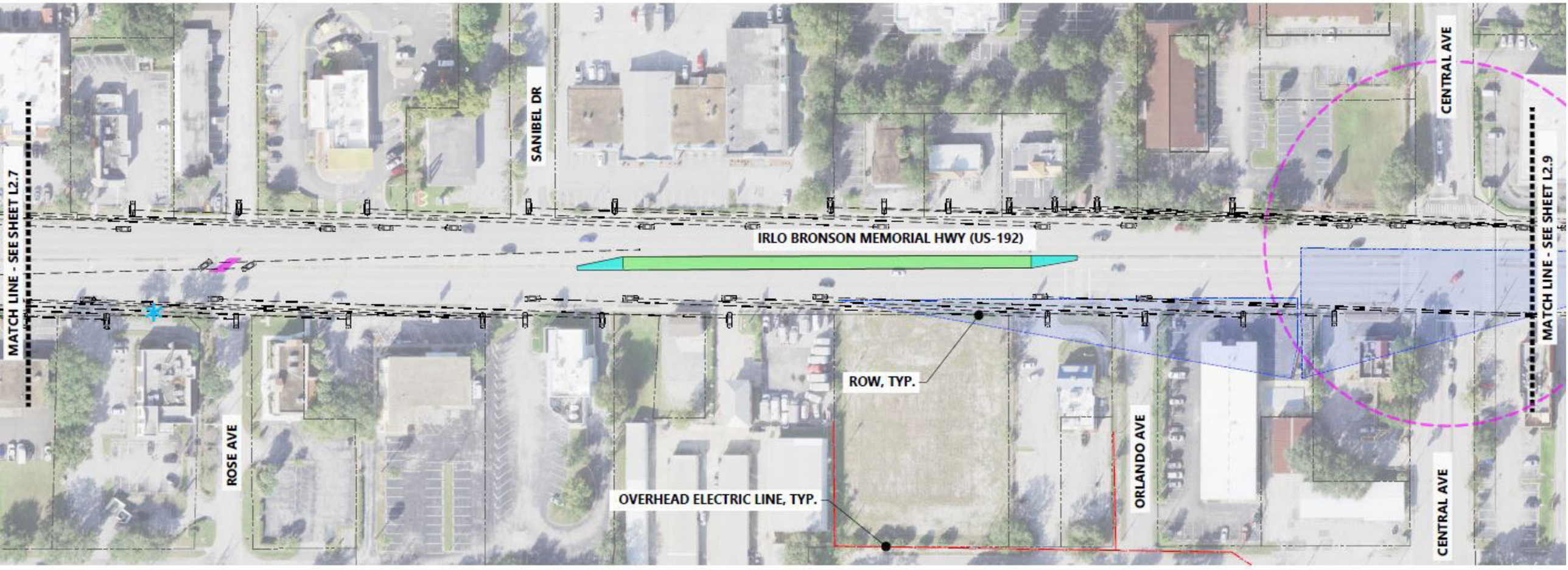
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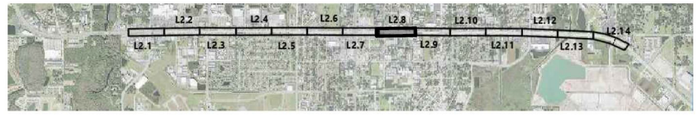
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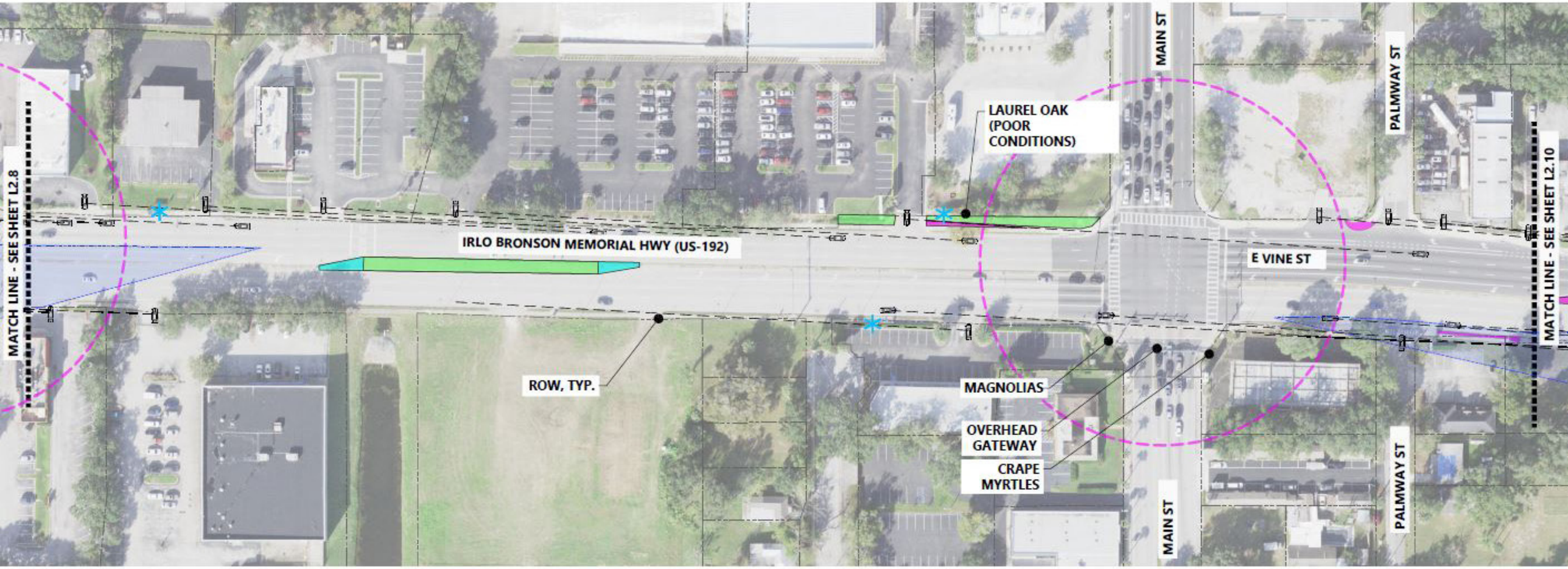
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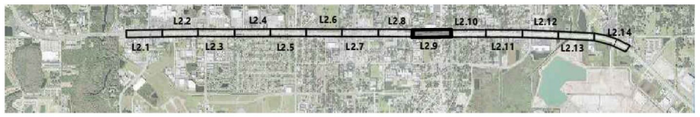
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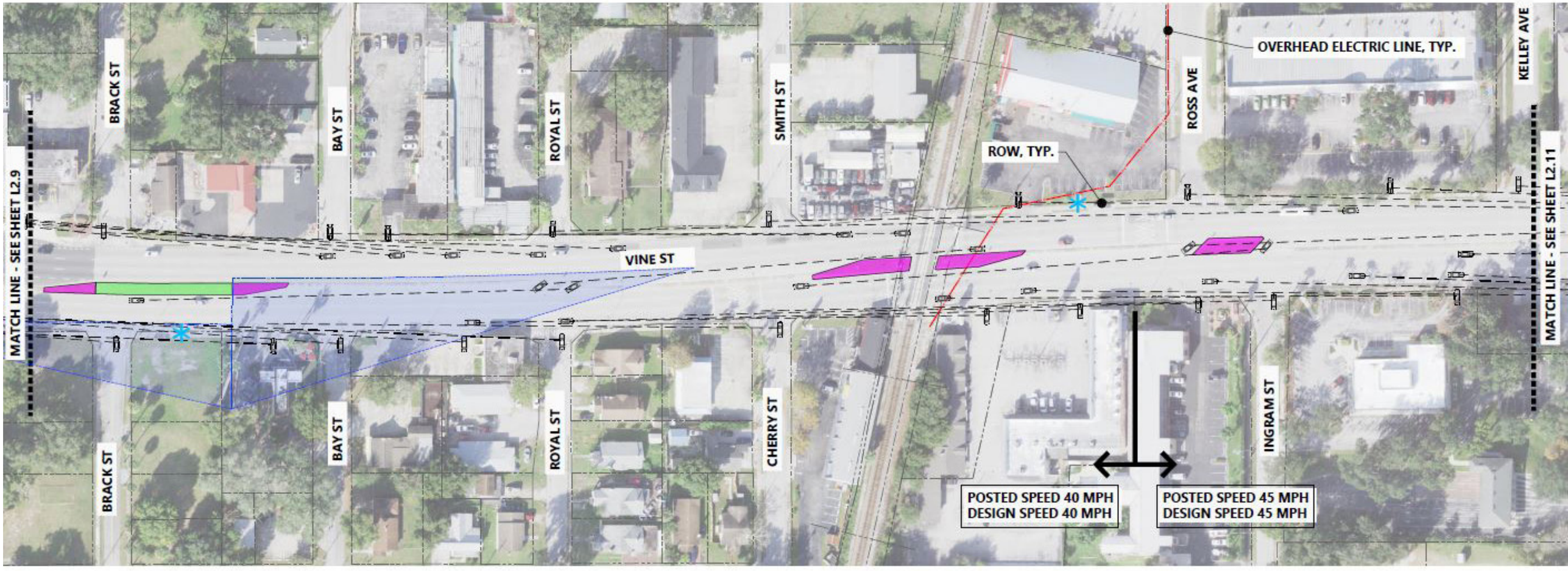
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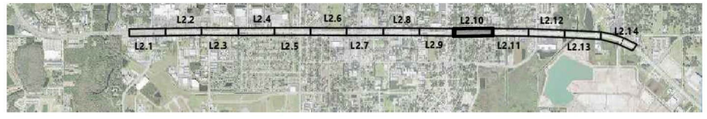
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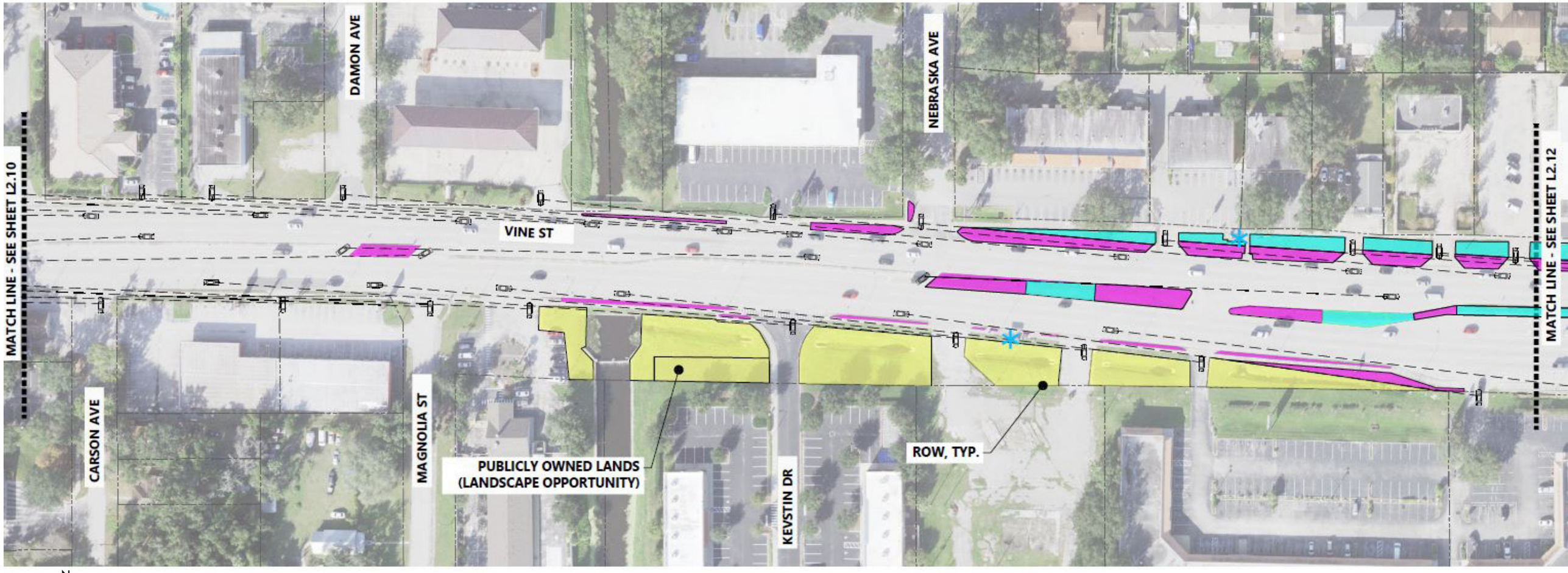
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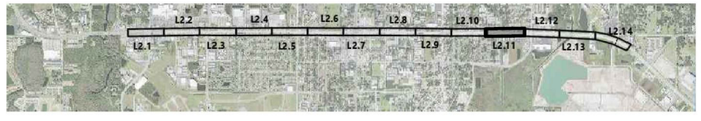
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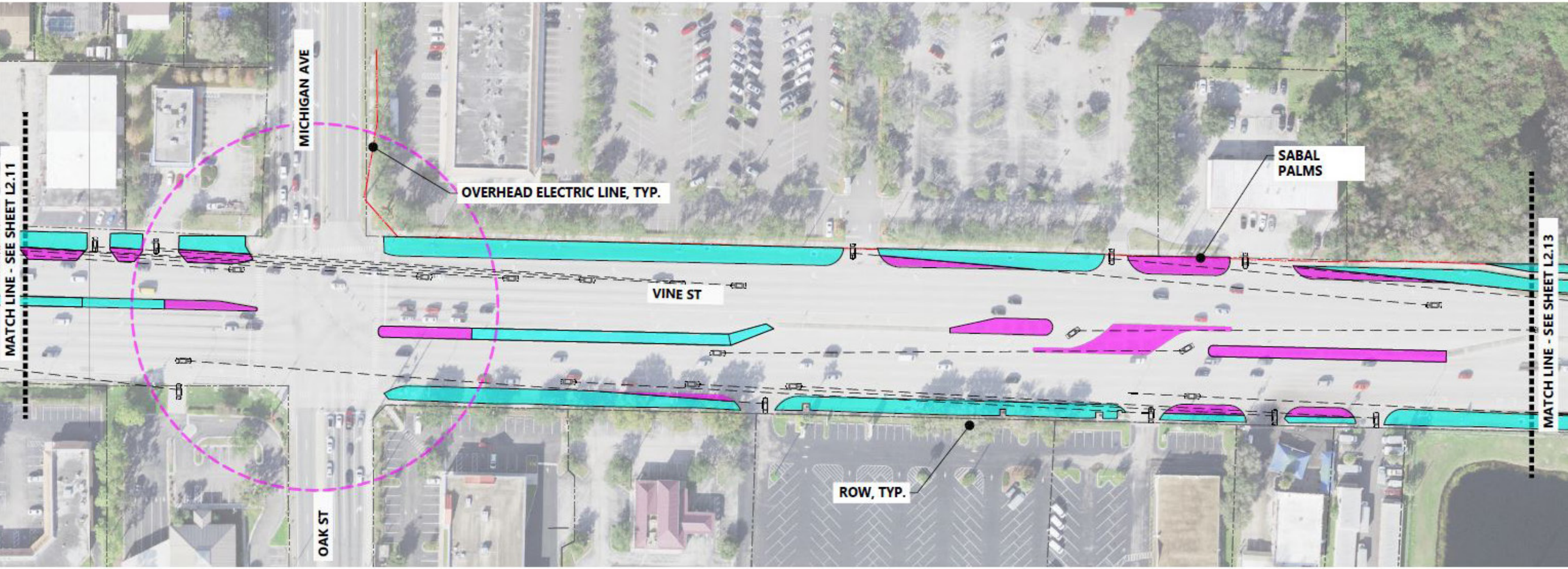
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OPPORTUNITY PLANS

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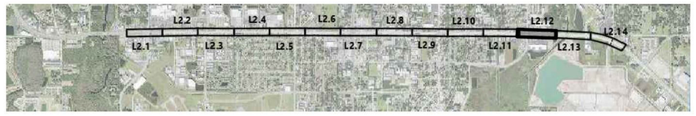
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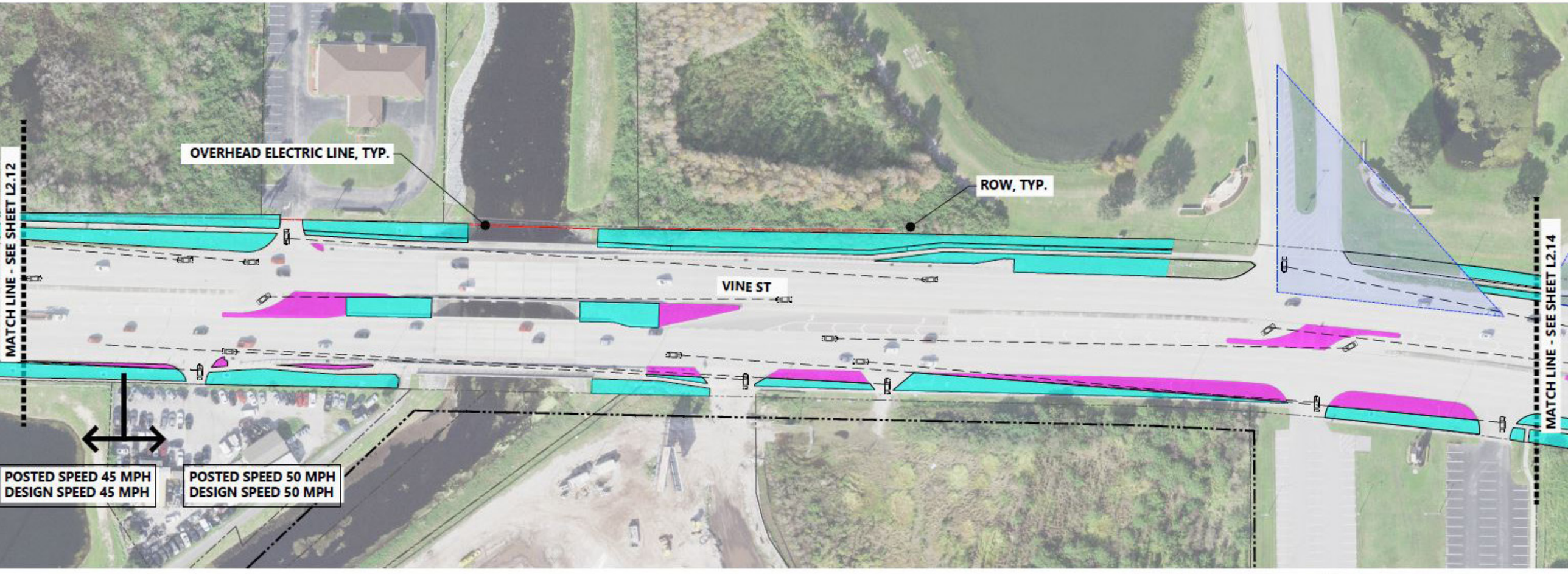
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OPPORTUNITY PLANS

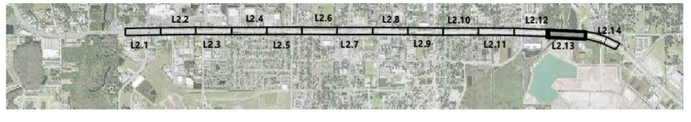
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CITY LIMITS	BIOSWALE / RAIN GARDEN
SITE FURNISHING	GATEWAY



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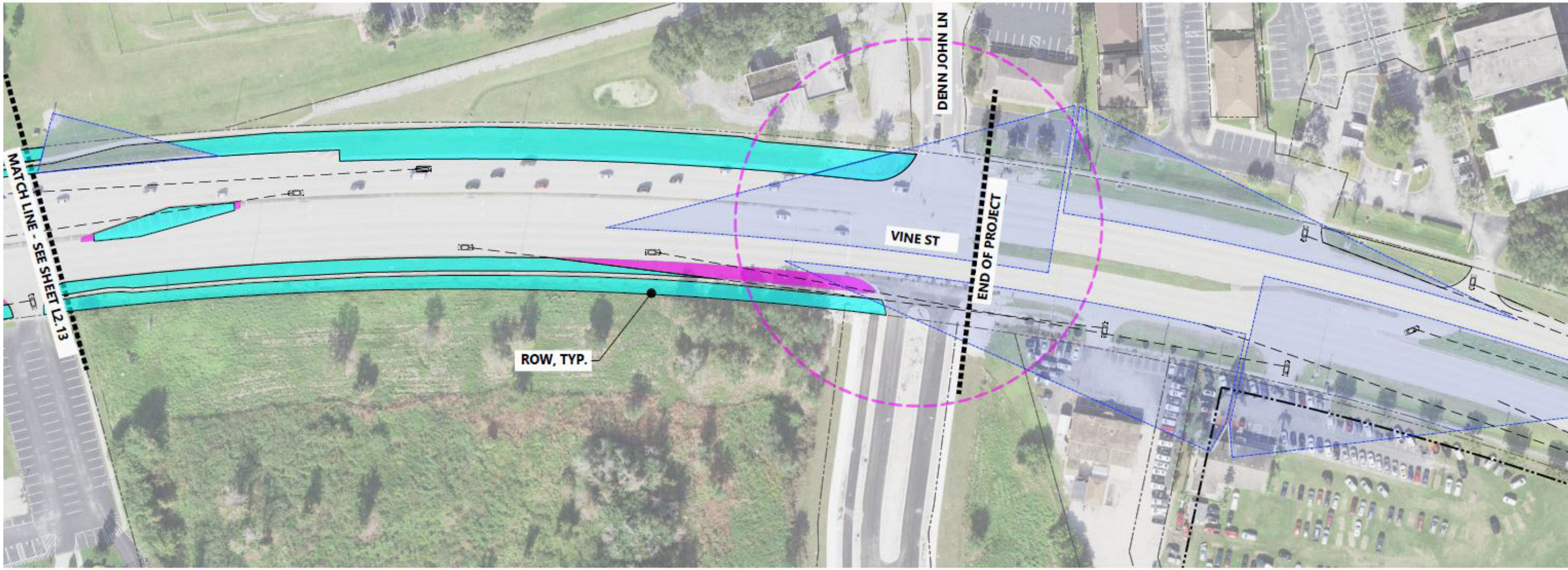
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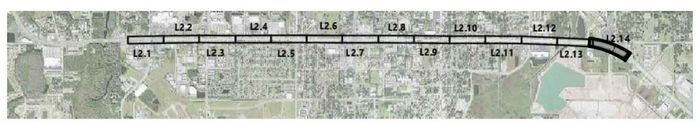
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SIGHT TRIANGLE		MEDIUM OPPORTUNITY	
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SITE FURNISHING	*	GATEWAY	



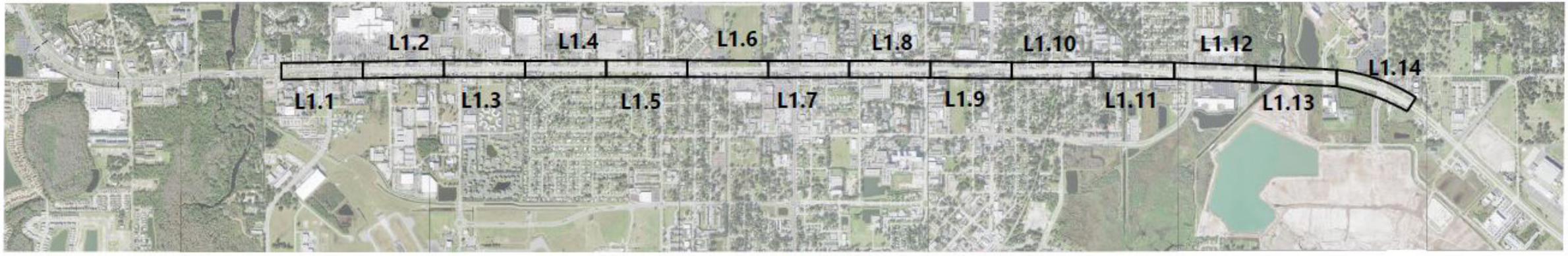
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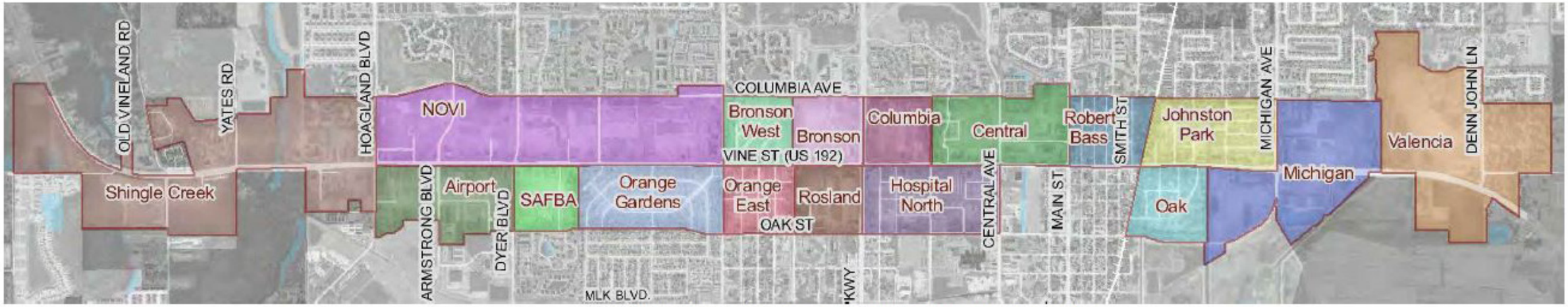
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EXISTING CONDITIONS PLANS



KEY MAP



VINE STREET CRA NEIGHBORHOODS AND HUBS

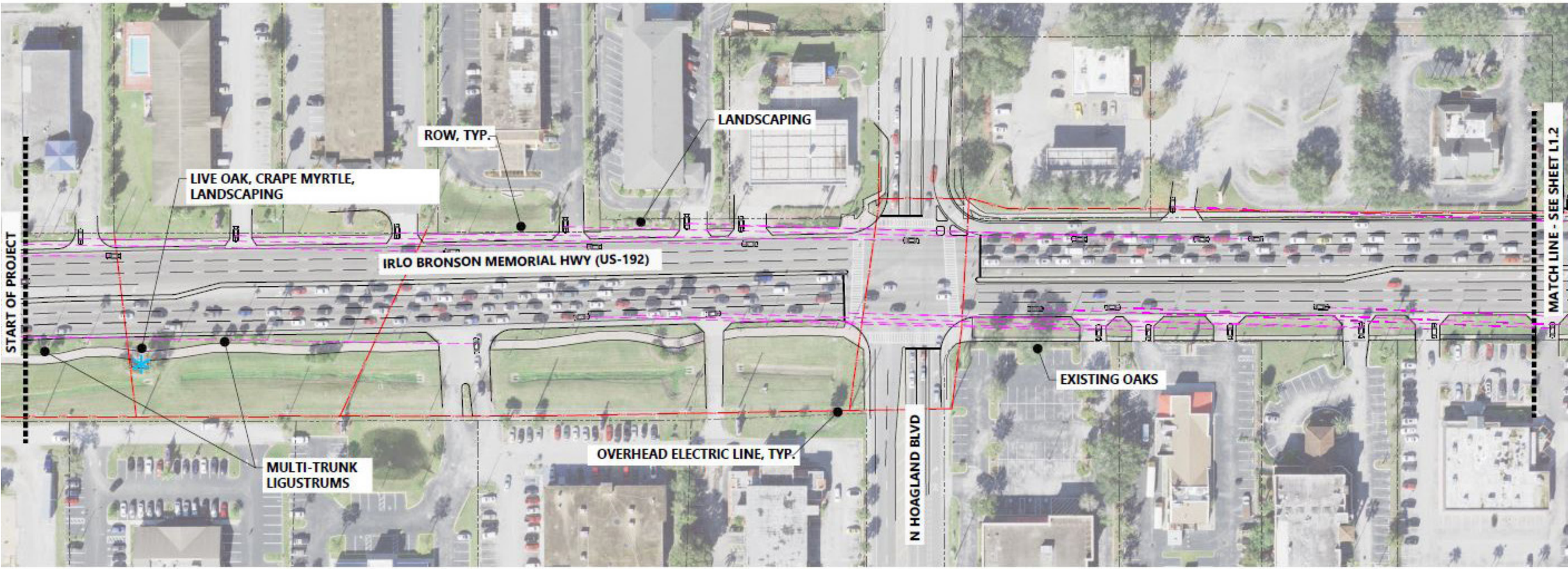
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EXISTING CONDITIONS PLANS

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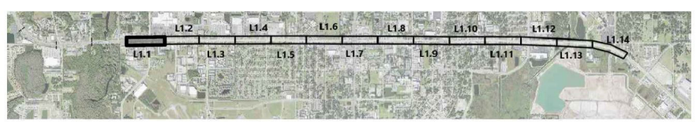
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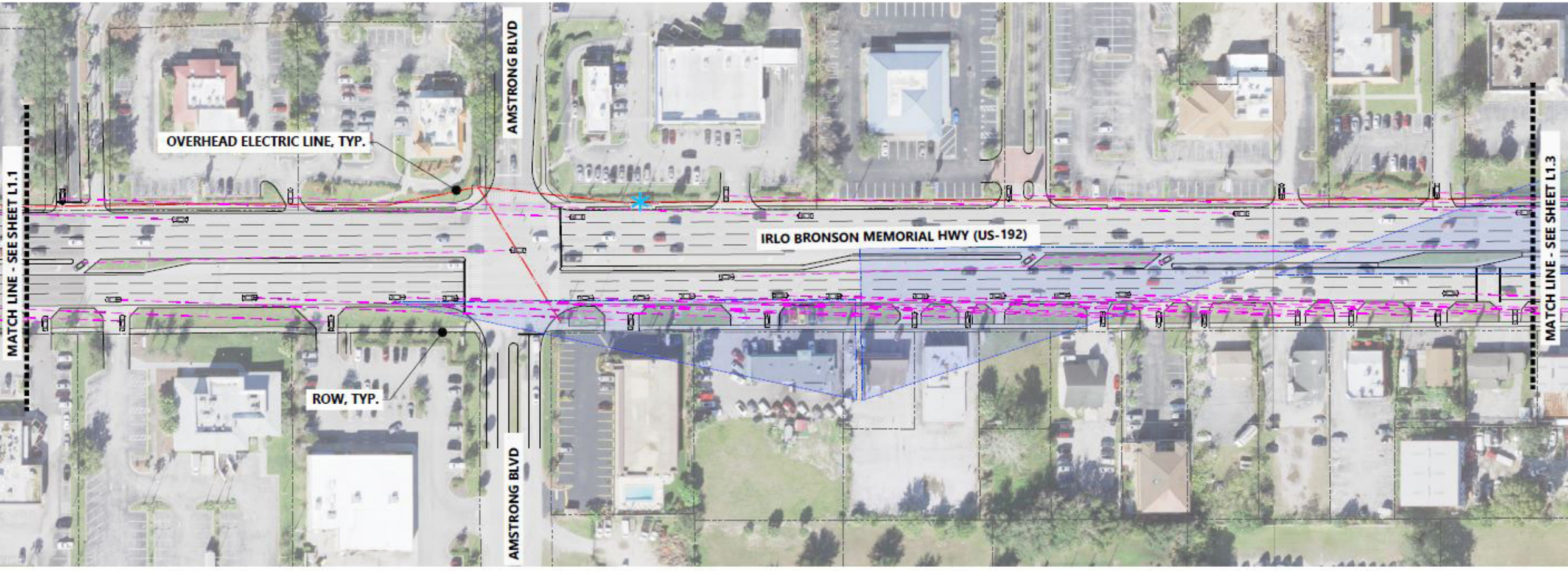
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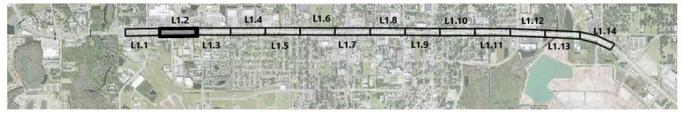
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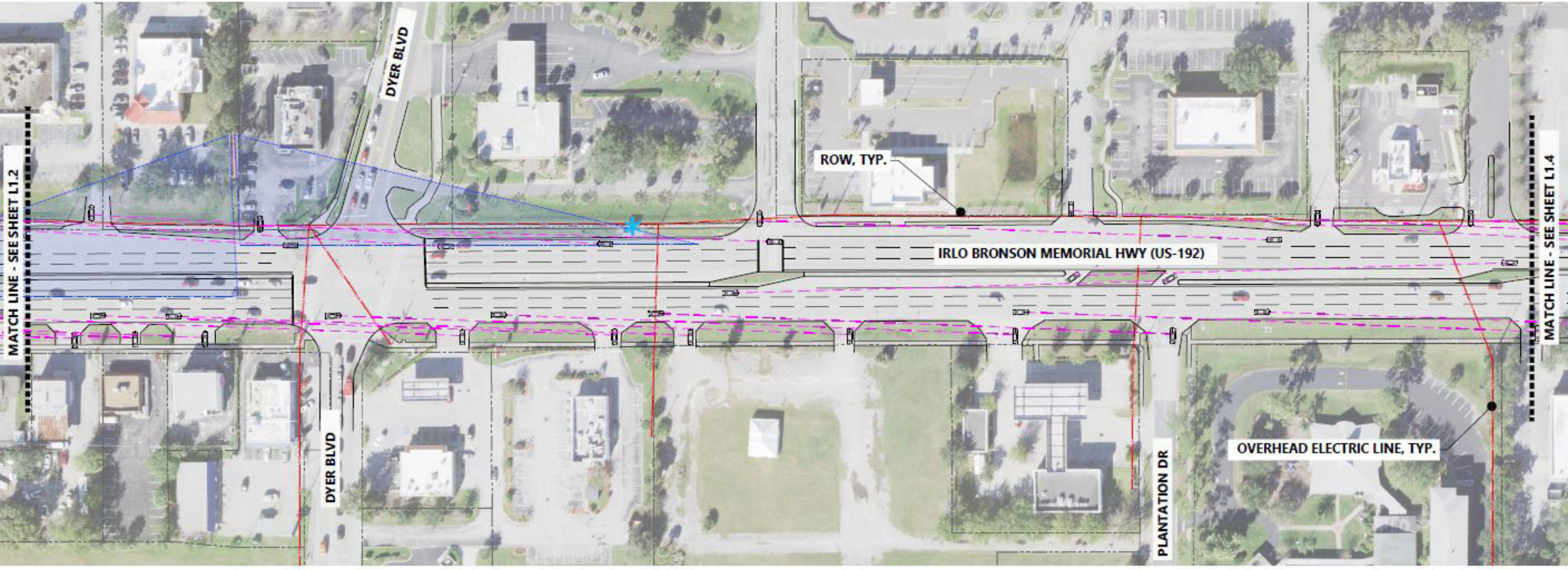
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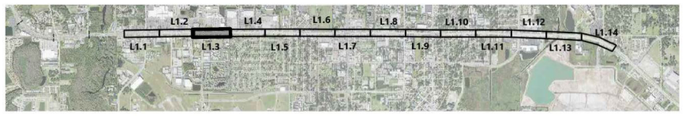
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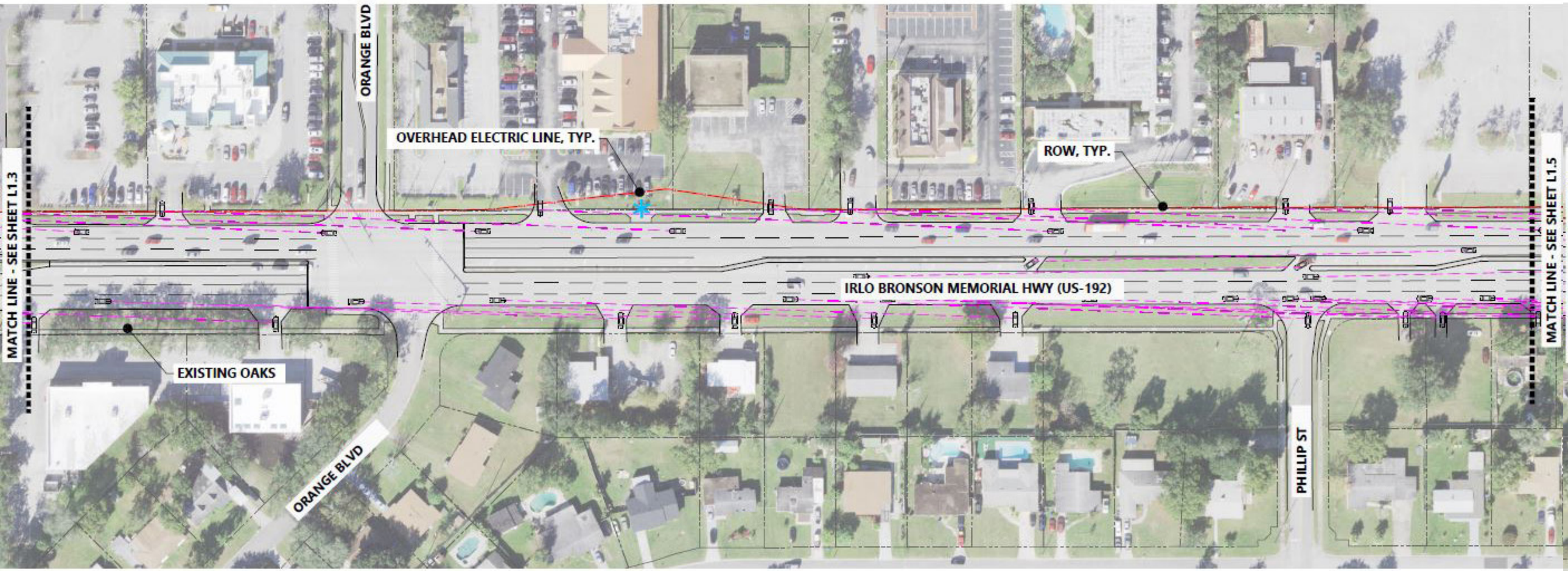
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EXISTING CONDITIONS PLANS

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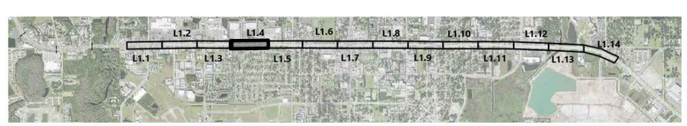
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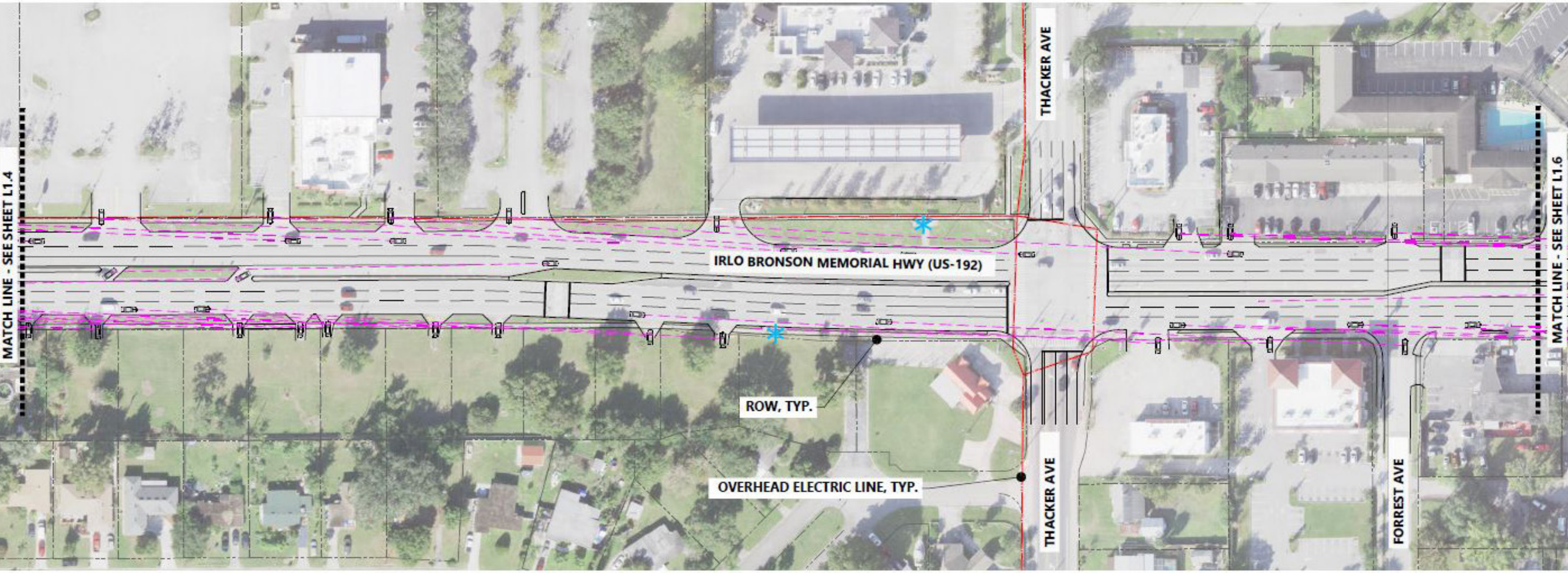
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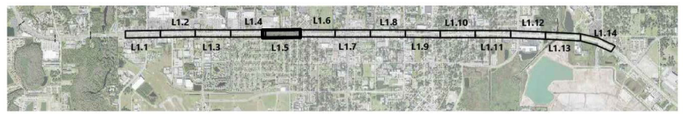
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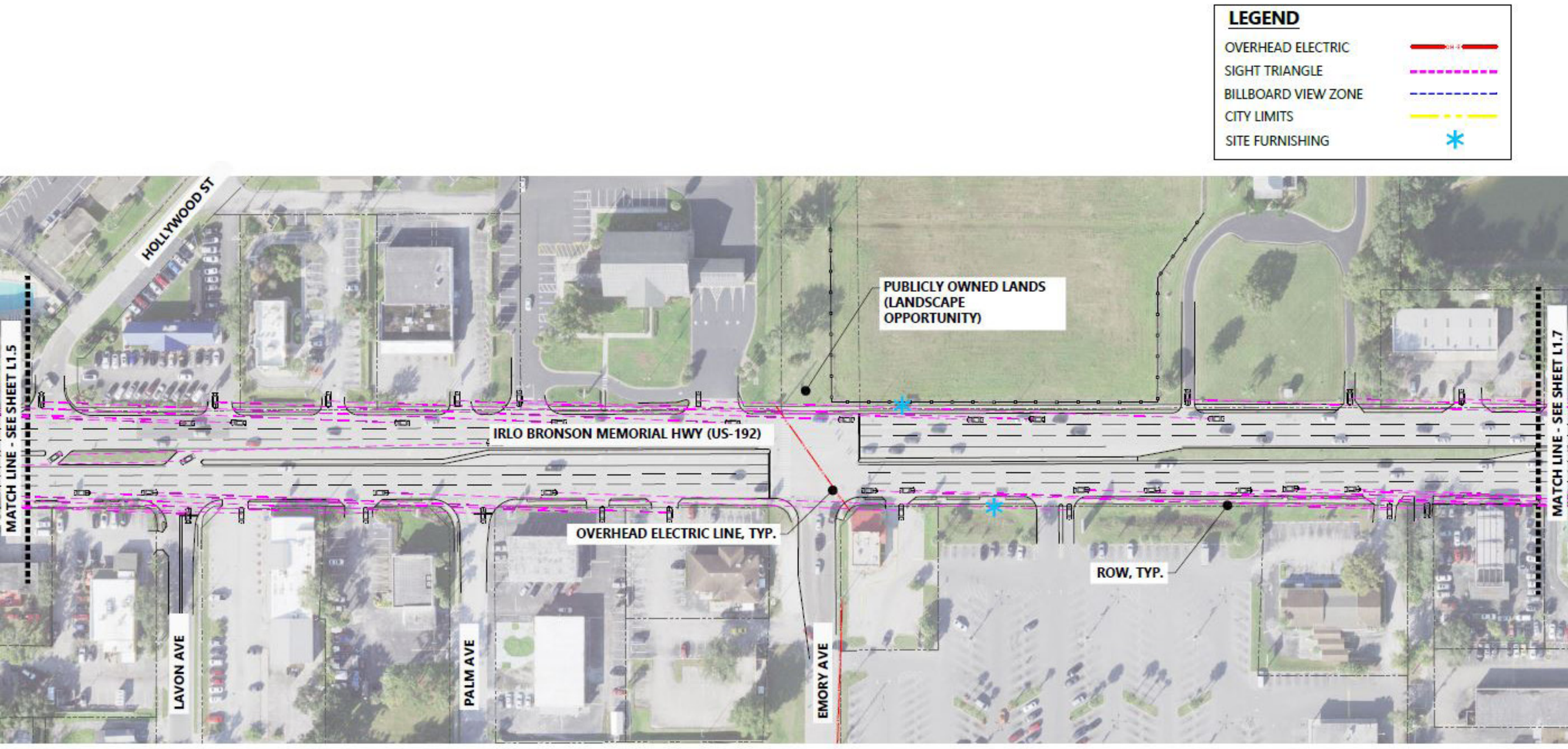
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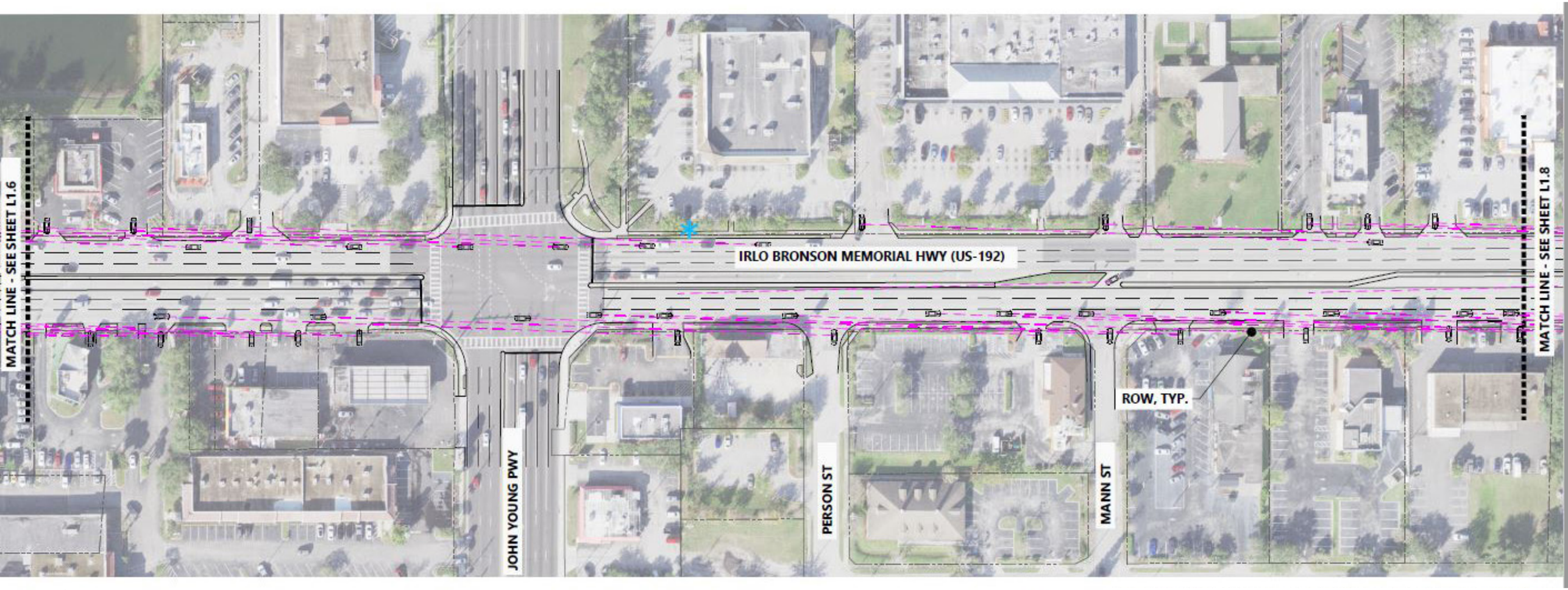
EXISTING CONDITIONS PLANS



EXISTING CONDITIONS PLANS

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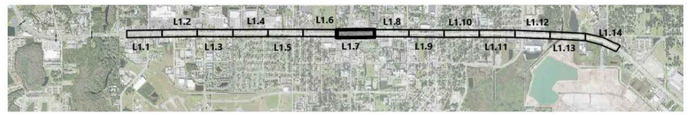
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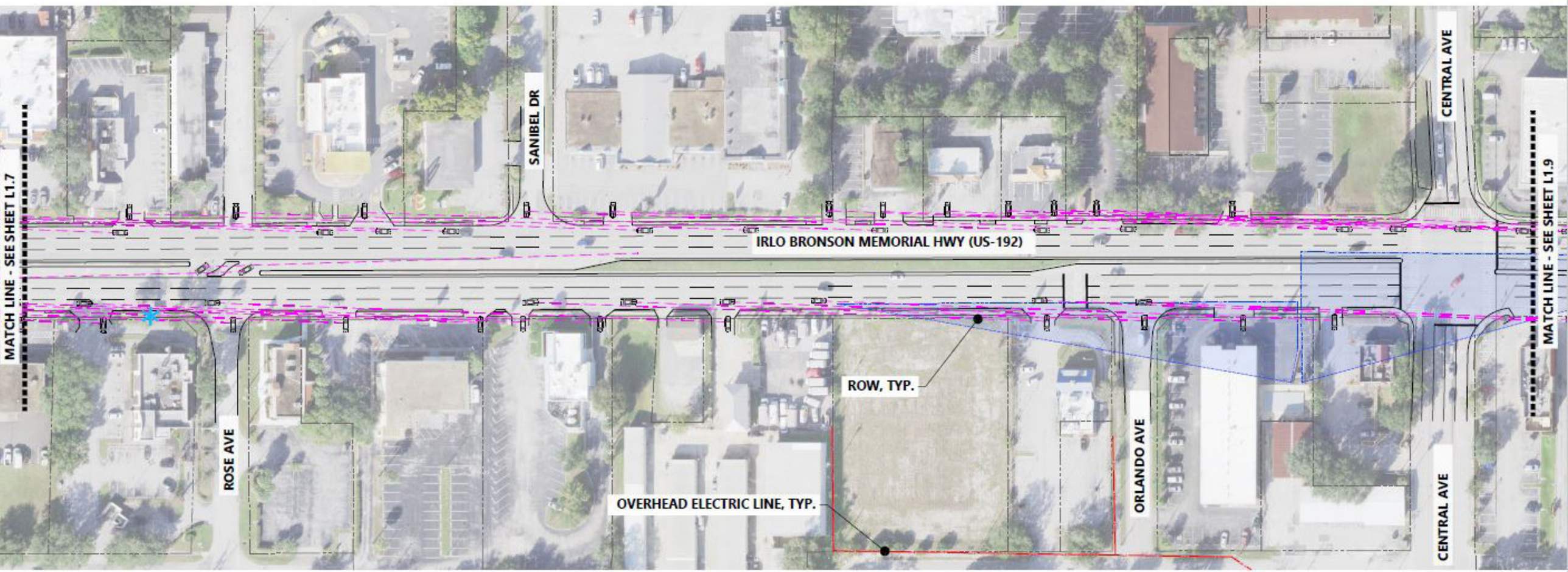
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EXISTING CONDITIONS PLANS

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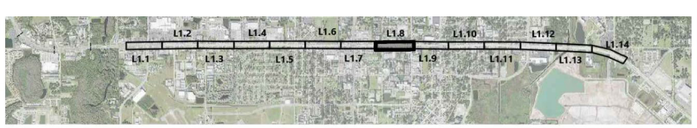
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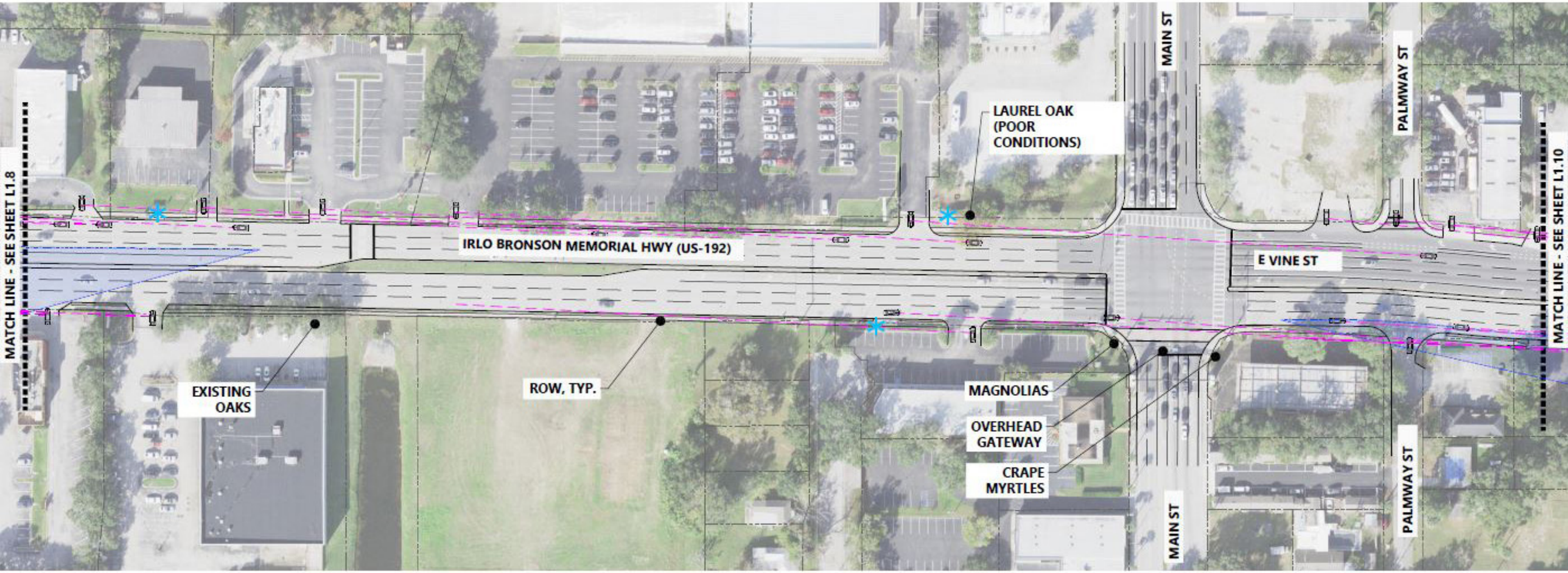
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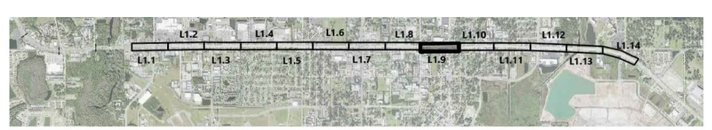
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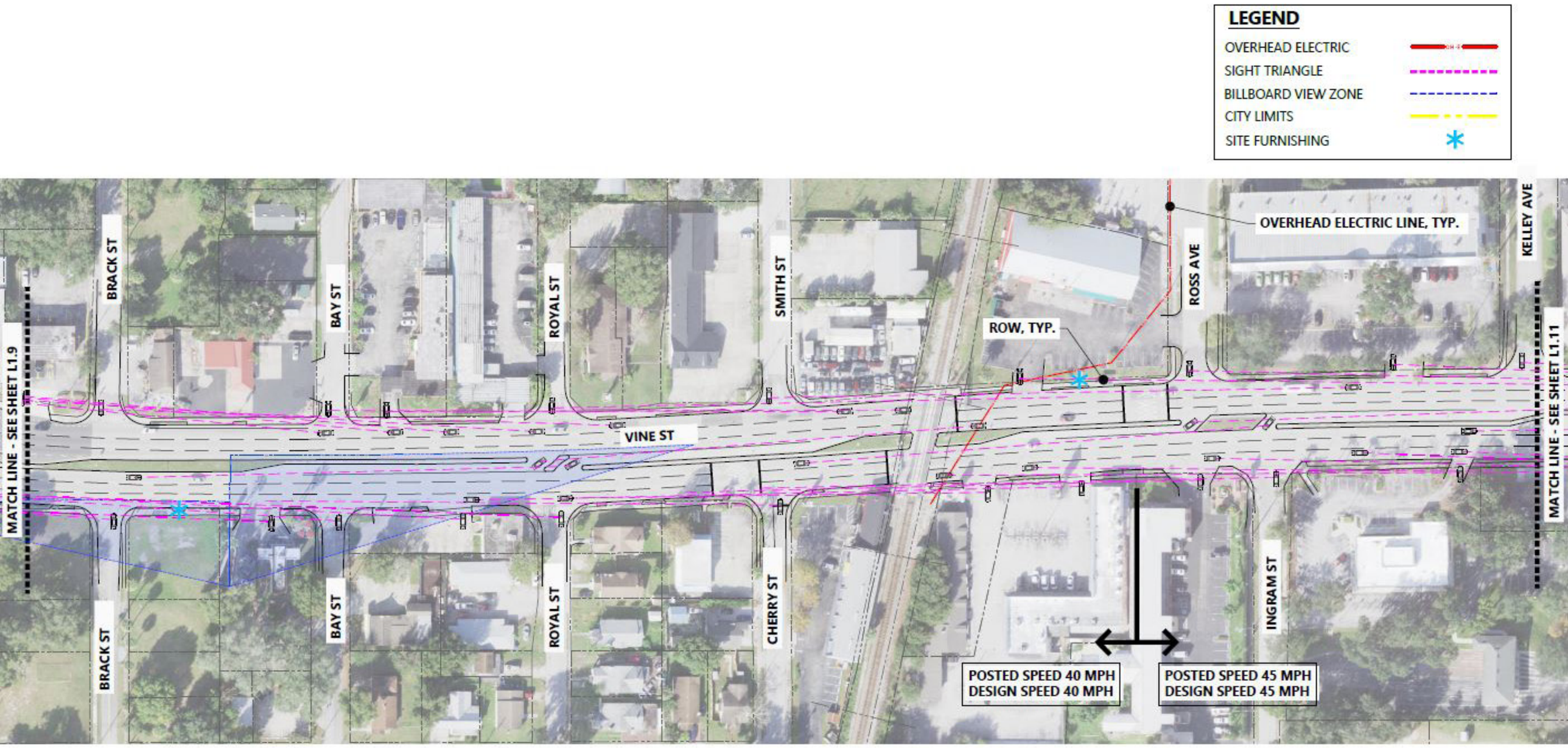
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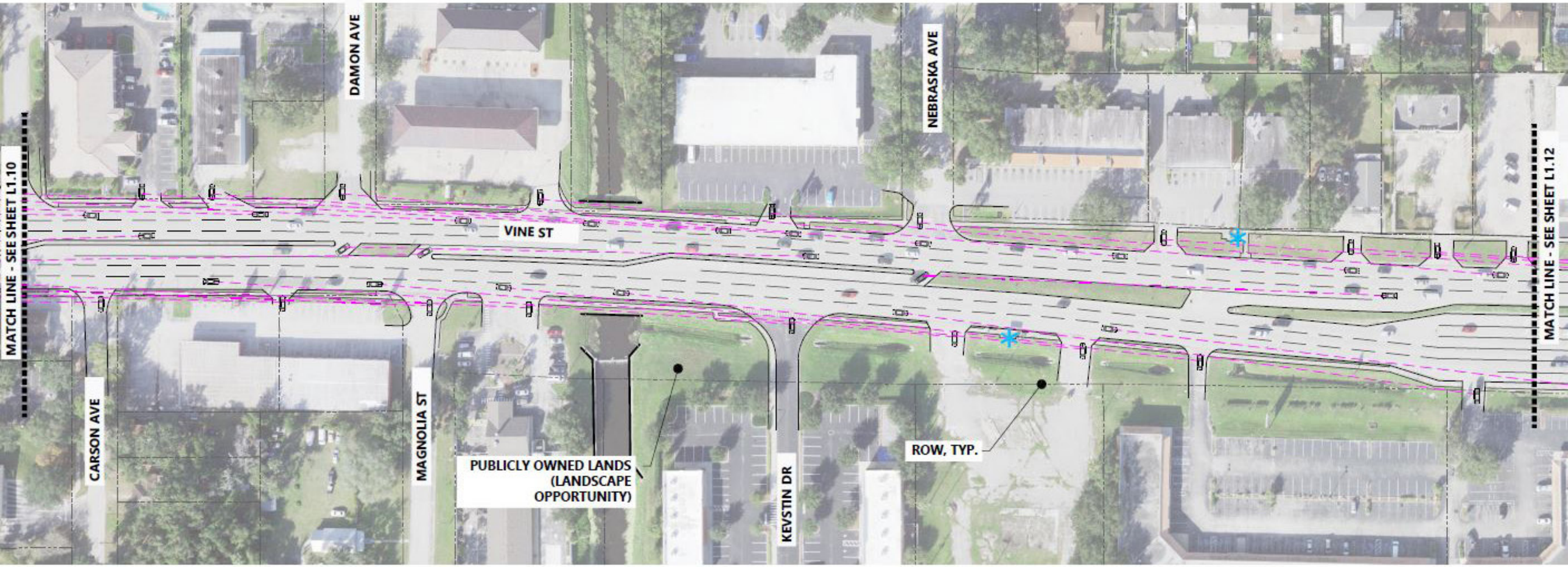
EXISTING CONDITIONS PLANS



EXISTING CONDITIONS PLANS

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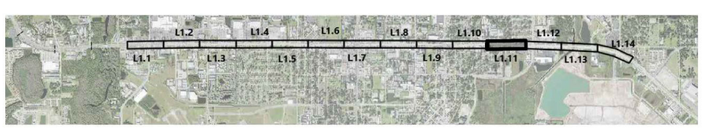
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EXISTING CONDITIONS PLANS

LEGEND

- OVERHEAD ELECTRIC
- SIGHT TRIANGLE
- BILLBOARD VIEW ZONE
- CITY LIMITS
- SITE FURNISHING

MICHIGAN AVE

OVERHEAD ELECTRIC LINE, TYP.

SABAL PALMS

VINE ST

MATCH LINE - SEE SHEET L1.11

MATCH LINE - SEE SHEET L1.13

EXISTING OAKS

ROW, TYP.

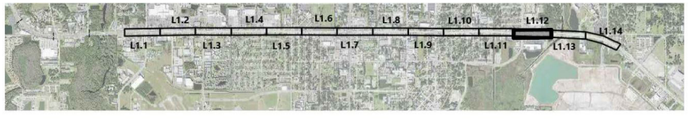
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OAK ST

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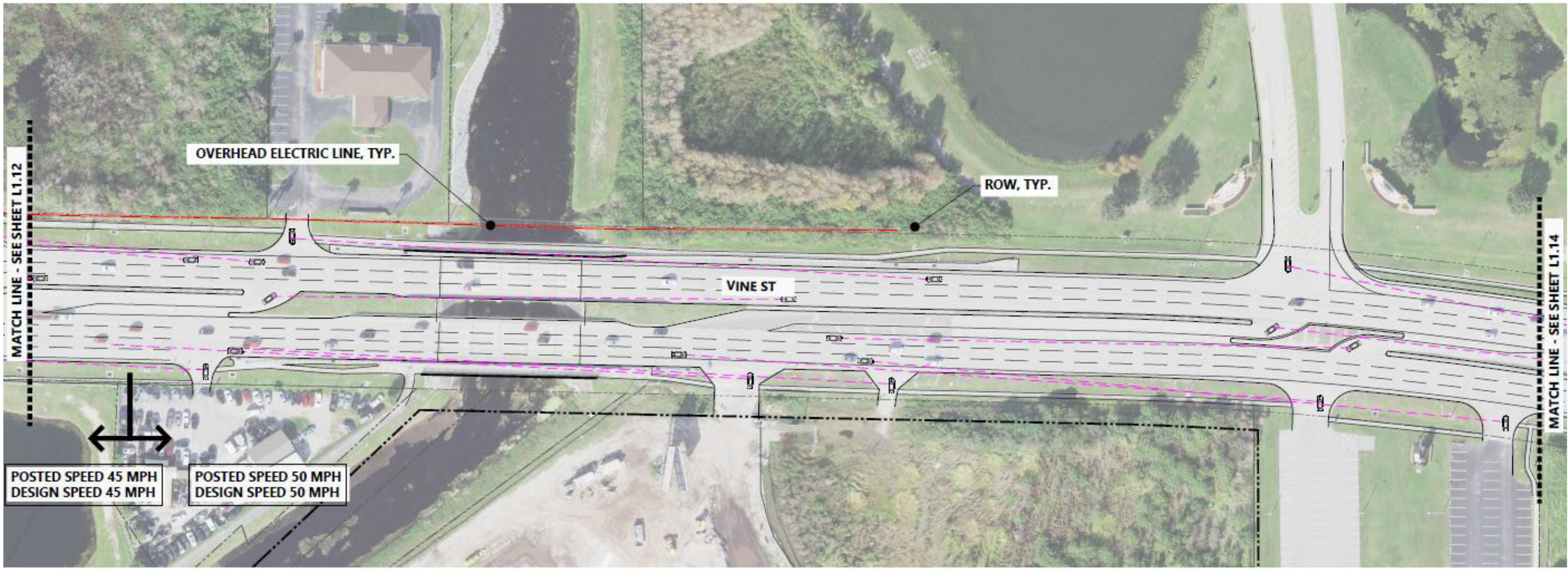
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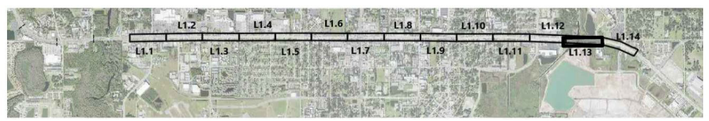
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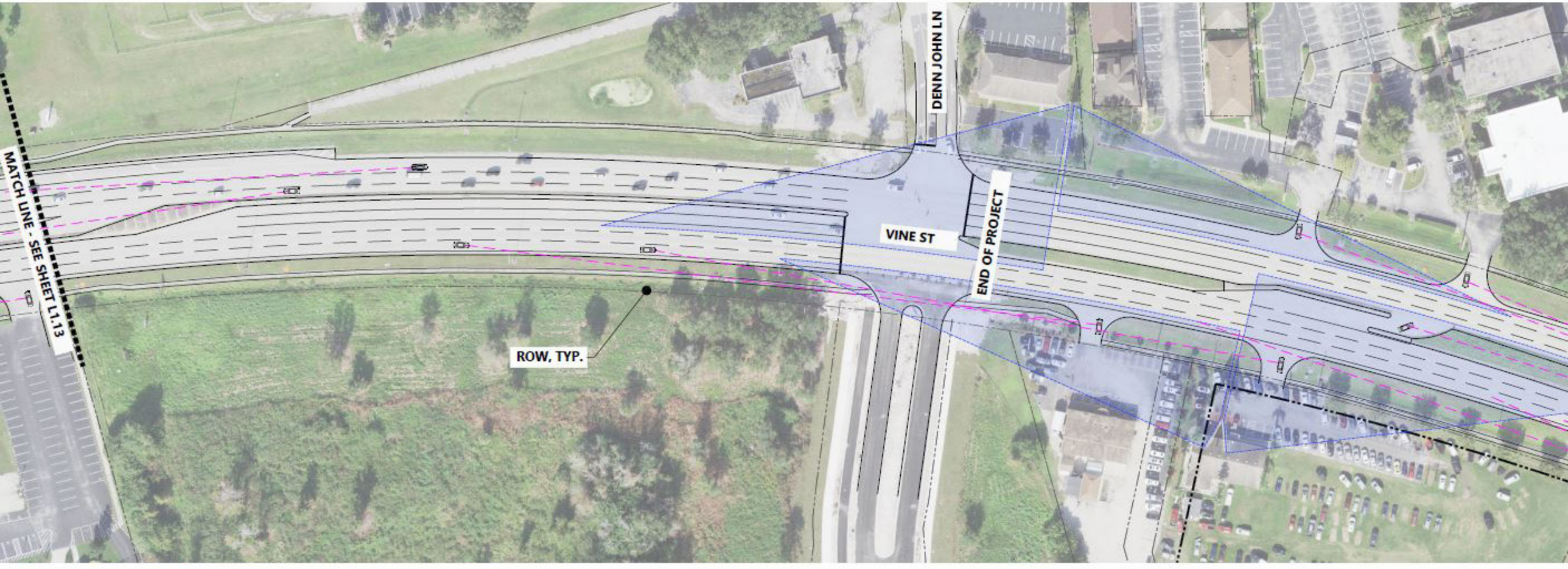
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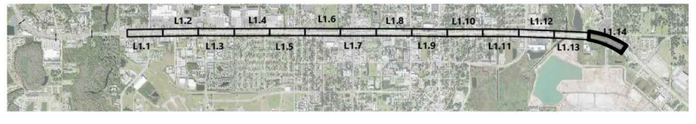
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Report prepared by S&ME

District Five Landscape Program

Fact Sheet

Revised 8/18/21

State funding is available to pay for **plant materials** and **select ancillary items** used in Local Government landscaping projects along **State Roads** (roads on the Florida Department of Transportation State Highway System). This is a reimbursement program with no match required.

This program is the result of a law passed by the Florida Legislature in 2001, FS334.044(26).

Funds Disbursement

The Local Government must design, contract, oversee construction and maintain the landscape project. The Florida Department of Transportation (Department) will reimburse those items allowed by the program. Any project elements not specifically allowed by the program will not be reimbursed and are the sole responsibility of the Local Government.

The Local Government will enter into a Joint Participation Agreement (JPA) with the Department. The agreement cannot be with a homeowner's association or other non-governmental entity. Reimbursement will be via a one-time lump-sum payment after the work is complete or, if included in the JPA, progress payments based on a percentage of completion (or as otherwise agreed to in the agreement).

Reimbursable Items allowed under the program

Plants and Plant Materials:

Eligible items are:

Cost of purchase for plants, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting.

Ancillary Items:

In addition to plant and plant material reimbursement, the program now sets aside a specific amount per project to help pay cost of ancillary type items associated with landscaping projects.

Eligible ancillary items are:

Sod, clearing & grubbing, erosion control, sediment barrier, inlet protection, consultant Construction Engineering and Inspection (CEI) cost, maintenance of traffic (MOT), and/or mobilization.

Set aside amount:

The per project amount set aside for ancillary items is 15% of the eligible plant and plant material estimate. The initial set aside amount will be established and programmed based on the initial estimate received with application. This amount could be revised with the 90% plans estimate if the estimate does not exceed the total programmed amount.

Note: The total amount reimbursed for eligible ancillary items cannot exceed the set aside amount specified. Any item(s) not listed above is not reimbursable under the program.

Requirements

The following requirements will be included in the JPA and will be part of the design review by the Department. This is a partial list. Additional requirements are detailed in the agreement:

- Landscaping must be along a State Road within Department owned right of way (property). NOTE: The landscape project does not have to follow a FDOT roadway project.

- To the greatest extent practical, at least 50 percent of the plant material cost shall be allocated for large plant materials and the remaining for other plant materials. Large plant materials have been defined by the FDOT to be seven (7) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants"

- Except as prohibited by applicable federal law or regulation, all plant materials shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

- Local Government is responsible for the design and associated cost.

- 90% design plans must be complete and approved by the Department before the JPA can be drafted and/or executed.

- Design must be done by a Registered Landscape Architect.

- It is the DEPARTMENT's recommendation that the LOCAL GOVERNMENT retains a Registered Landscape Architect meeting FDOT consultant prequalifications for Landscape Architect (Work Type Group 15.0). At a minimum, the Registered Landscape Architect of record shall demonstrate 5 years of experience in roadway landscaping projects.

- Design must follow the Department's Landscape Initiative as defined in this document.

- Local Government must maintain the landscaping. Maintenance costs are not reimbursable by the Department.

- All existing fiber and power within the project limits shall be shown and labeled as "FDOT Fiber and power" on the plans. The Local Government shall use cflsmartroads.com to obtain a *.kmz* file showing all existing fiber and power within the district to utilize in plan development.

- The Local Government shall provide sight triangles one half mile from all cameras to ensure clearance of the proposed landscaping.

- All plantings shall maintain ten (10) feet clear path, five (5) feet either side, of all microwave vehicle detection systems (MVDS) across the entire roadway, including the median.

- Lane closures will require submittal of a lane closure analysis (LCA). The LCA should be submitted with the design plans for approval by the Department.

- The Local Government must use current Standard Plans, Florida Design Manual, and Standard Specifications corresponding to the letting. Location for the latest landscaping Special Provision Specification 580 can sent out upon request.
  https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx

- Local Government must hire a Department pre-qualified CEI firm to perform construction oversight.

Meetings
Meeting between the Local Government and the Department will be required and scheduled after application approval and before programmed in the Department's Five-Year Work Program. Purpose of the meeting is to review expectations and answer questions in more detail to help ensure a successful project delivery. Meeting can be virtual via Microsoft TEAMS or in person at the district office in Deland.

In addition, Kick Off and Progress Meetings may be required once the design consultant is on board.

Application and Process
Applications are accepted year-round and are generally awarded in the order received, based on funding availability. The application process takes six to eight weeks from time the application received by the Department.

A "high level" concept plan, including location map showing the general area of the proposed landscaping, along with a cost estimate must be submitted with the application. The concept plan and/or estimate do not have to be developed by a landscape architect but need to convey the intent of the project and estimated cost.

Application approval is made by the District Secretary or Director of Transportation Development. The decision is based on but not limited to:

- Location and type of landscaping proposed,
- Amount of funding requested (is the cost reasonable),
- Impact to current or future Department projects
- Availability of funding at the time of proposed construction
- Review of concept plan by Department

During the application review the Department may contact the Local Government to discuss options if there are issues or areas of concern with the application or proposed project.

Note: Projects are programmed in the first three years of the Department's Five-Year Work Program.

To request an application or to discuss program requirements, please contact Steve Smith. To apply for the program, please complete an application and send via email or regular mail to:

Steve Smith
Production Management Office
Florida Department of Transportation
719 South Woodland Boulevard
Deland, Florida 32720
Email: steve.smith@dot.state.fl.us *Phone:* 386.943.5451

Florida Department of Transportation District Five Landscape Initiative

To create instant, aesthetically pleasing, low maintenance roadside landscapes that fit well into the community and can help attract and grow business in Florida.

The following general guidelines are to be incorporated into the design:

- More emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase "curb appeal" and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.

- Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.

- The Right Plant, Right Place – does the palette fit the surroundings?

Note: During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

Landscape Program FAQ

- Does funding include design, construction, and CEI? Funding only covers eligible construction costs, potentially including eligible ancillary items up to 15% of eligible plant and plant material estimate; however, funding is capped at the programmed funding amount. Design is ineligible for reimbursement. Please refer to the Landscape Program Fact Sheet for additional information.

- What is the required match for each project? No match is required. However, any project costs not covered by the programmed funding, such as ineligible items, or costs above the programmed value, will be the responsibility of the local agency.

- What happens if bids come in higher than expected? The local agency is required to cover any costs above the programmed amount.

- What is the deadline to complete each project? The Joint Participation Agreement will need to be executed before June 30 of the funded year and the expiration date of each agreement will be based on the construction schedule for that project.

- Does design have to be completed to apply for landscape funds? No, it does not but we do require a landscape concept plan showing proposed planting materials and locations along with high level estimate be submitted with application.

- Does design have to be completed before executing the landscape agreement (JPA)? 90% plans reviewed and approved by DOT is required before executing the agreement in year of funding.

- Is the project specific JPA agreement(s) available? A boilerplate JPA template can be provided. The project-specific Agreements will typically be drafted as the design nears completion.

- For CEI, is the Local Agency required to issue an RFQ? The Local Agency must utilize a FDOT Pre-qualified Consultant for CEI. The CEI consultant must be obtained following CCNA requirements.

- We have two landscape projects. Are they expected to be done in parallel? The local agency may pursue the projects in parallel or separately.

- If the two projects are roughly concurrent, can we use the same design firm, CEI firm, and possibly the same contractor? While the design consultant may not be the same consultant as the CEI firm, the same designer may be used for both projects and the same contractor/CEI firms may be utilized on the projects. Please bear in mind that the projects will have separate agreements and will need to be invoiced separately during construction.

- Can the two projects be bid as one Local Agency contract (with costs separated between the two locations)? The Local Agency may bundle the projects at its preference. Yes, the costs would need to be separated for each project.

- What is the process and how long does it take once I apply? Once the application is received it takes approximately six to eight weeks to complete our internal review. During this time, the application goes through a series of reviews with various departments within DOT. Part of this review is meeting with the local agency (see program info sheet). The results are reviewed by our Transportation Director and decision is made to accept or reject.

DISTRICT FIVE LANDSCAPE PROGRAM APPLICATION

Florida Department of Transportation - District 5
719 South Woodland Boulevard, Deland, Florida 32720

Date Submitted:

FDOT Contact Person: Steve Smith (Production Management Office)
Telephone Number: 386-943-5451 **Email Address:** steve.smith@dot.state.fl.us

Sponsor: *(Who the joint participation agreement will be with)*
Mailing Address:

Contact Person:
Telephone Number: **Email Address:**

LANDSCAPE PROJECT INFORMATION

Name of Project:
State Highway No. and Local Name:

Specific Project Limits:

***Please attach a Location Map showing the project limits along the corridor with this application.*

Brief Project Description: (You may attach additional information as needed)

***Please attach an aerial Landscape Concept Plan showing proposed planting materials and locations.*

Funding Amount Requested:
Approximate date when funding is to be available:
Other funding source(s): *(Note these items must be paid from other sources)*

Type:	Source:	Amount:
Design		
Maintenance		
Other		

Is this a stand alone project? **Yes** ____ **No** ____

Will the design implement concepts consistent with the FDOT District Five Landscape Initiative?
(See program Fact Sheet for more details) **Yes** ____ **No** ____

Have you read the Program Fact Sheet? **Yes** ____ **No** ____

Is this project on a scenic byway? (if known) **Yes** **No**

Joint Participation Agreement (JPA) will be required

Vine Street - Cost Estimate

5/18/2023

Item	Units	Unit Cost	Quantity	Total Cost
A. *Phase 1: Medians (INCLUDED)*				
High Opportunity Zones				
Canopy Trees (4" Caliper)	EA	$1,200.00	38	$45,600.00
Shrubs and Perennials (Over 24")	SF	$2.50	9,343	$23,356.25
Medium Opportunity Zones				
Understory/Ornamental Trees (3" Caliper)	EA	$800.00	63	$50,400.00
Shrubs and Perennials (18"-24")	SF	$2.50	10,341	$25,851.25
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	$2.50	19,426	$48,564.00
Other				
Mulch	SF	$0.75	40,694	$30,520.73
Planting Soil (24" Depth for Existing Concrete Area)	CY	$53.00	1,203	$63,745.26
Planting Soil (3" Depth for Existing Planting Area)	CY	$53.00	366	$19,380.12
Phase 1 Subtotal				**$307,417.60**
A. *Phase 1: Medians (NOT INCLUDED)*				
Demolition of Existing Concrete	SF	$8.00	16,237	$129,896.00
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		30%		$92,225.28
Phase 1 Subtotal				**$222,121.28**
C. *Phase 3: East Gateway* ***(*** **INCLUDED** *-From Mill Slough to East end of project)*				
High Opportunity Zones				
Canopy Trees (3" Caliper)	EA	-	0	$0.00
Shrubs and Perennials (Over 24")	SF	-	0	$0.00
Medium Opportunity Zones				
Understory/Ornamental Trees (3" Caliper)	EA	$800.00	145	$116,000.00
Shrubs and Perennials (18"-24")	SF	$2.50	36,615	$91,536.25
Low Opportunity Zones				
Shrubs and Perennials (Under 18")	SF	$2.50	9,520	$23,799.00
Other				
Mulch	SF	$0.75	46,134	$34,600.58
Planting Soil (3" Depth for Existing Planting Area)	CY	$53.00	427	$22,639.88
Phase 3 Subtotal				**$288,575.71**
C. *Phase 3: East Gateway* *(NOT* **INCLUDED** *-From Mill Slough to East end of project)*				
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		15%		**$43,286.36**
Phase 3 Subtotal				**$43,286.36**

INCLUDED - Total Construction Costs (PHASE 1 & PHASE 3) **$595,993.31**

NOT INCLUDED - Total Construction Costs (PHASE 1 & PHASE 3) **$265,407.64**

Item	Units	Unit Cost	Quantity	Total Cost
B. *Phase 2: Vegetated Swale (INCLUDED)*				
Canopy Trees (4" Caliper)	EA	$1,200.00	19	$22,800.00
Understory/Ornamental Trees (3" Caliper)	EA	$800.00	22	$17,600.00
Shrubs/ Ornamental Grasses/Perennials	SF	$2.50	16,394	$40,984.09
Mulch	SF	$0.75	16,394	$12,295.23
Planting Soil (3" Depth for Existing Planting Area)	CY	$53.00	152	$8,045.03
Phase 2 Subtotal				**$101,724.34**
B. *Phase 2: Vegetated Swale (NOT INCLUDED)*				
Vegetated Swale - gravel/aggregate, storm drainage/overflow, etc.	SF	$1.50	167,282	$250,923.00
Permitting and Soft Costs (Boundary Survey, Design Fees, and Permitting Fees)		30%		$30,517.30
Phase 2 Subtotal				**$281,440.30**

ITEM 8.C
External City Commission Board Vacancy: HelpNow of Osceola, Inc.

Request

Request Commission direction to replace Commissioner Castano on the HelpNow of Osceola Inc., Board of Directors.

Explanation

Commissioner Castano was appointed to the HelpNow Board on October 4, 2022. At the June 6, 2023 City Commission meeting, she brought to the attention of the Commission that she was unable to continue to fulfill her commitment to HelpNow due to her participation on various other advisory boards. Commissioner Castano inquired if any of her fellow Commissioners would like to represent the City on this Board. There is an application process and background check that must be completed prior to being accepted to serve on the board. To assist in replacing Commissioner Castano on the HelpNow Board as quickly as possible, staff requests the Commission discuss the vacancy and a new Commissioner be selected to serve.

Recommendation

Staff recommends that the Commission select a replacement for Commissioner Castano.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 8.D
Advisory Board Vacancy: Police Pension Board

Request

The Commission is requested to make an appointment to fill a vacancy on the Police Pension Board.

Explanation

Police Pension Advisory Board Member, Pedro Lopez resigned from the board effective June 6, 2023. Since the term expiration date for this vacancy is set to expire on September 30, 2023, City staff requests that the appointment be made for the remainder of the current term, plus an additional two (2) full year term, expiring on September 30, 2025.

Seat # 4 has been assigned this Police Pension 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 # 4 - Martinez *Three applications on file*	07/18/2023	Police Pension Board	09/30/2025	Member must be a City resident.

Recommendation

Staff recommends the Commission make an appointment to fill a vacancy on the Police Pension Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Pedro Lopez Resignation (06-06-2023)
2. Carlynn Rothey Application and Resume(Police Pension)
3. Aaron Sabino Application and Resume (Police Pension)
4. Stephen Kartje Application (Police Pension)

Tameara Crespo

From: Linda Hansell
Sent: Wednesday, June 7, 2023 11:26 AM
To: Tameara Crespo
Subject: FW: Canceled: Police Non-Financial Pension Meeting

FYI

From: Linda Gomez <Linda.Gomez@kissimmee.gov>
Sent: Tuesday, June 6, 2023 2:15 PM
To: Linda Hansell <LINDA.HANSELL@kissimmee.gov>
Subject: FW: Canceled: Police Non-Financial Pension Meeting

FYI - He is commission appointed.

From: Pedro Lopez <pnlopez7@gmail.com>
Sent: Tuesday, June 6, 2023 12:09 PM
To: Linda Gomez <Linda.Gomez@kissimmee.gov>
Cc: Camille Alicea <CAMILLE.ALICEA@kissimmee.gov>; Charles Willdigg <CHARLES.WILLDIGG@kissimmee.gov>; Lisandra Roman <lisandraroman0@gmail.com>; Wilson Munoz <Wilson.Munoz@kissimmee.gov>; Debbie McCord <debbie@cdpension.com>; Roxane Walton <ROXANE.WALTON@kissimmee.gov>; Desiree Woroner <DESIREE.WORONER@kissimmee.gov>
Subject: Re: Canceled: Police Non-Financial Pension Meeting

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

To: Linda/Roxane and all
I Hope this message finds everyone well.
The following is to provide notice that effective immediately I am resigning from the Police Pension Board.

I am grateful and fortunate to have served on this board with such wonderful people. As a retired civil servant, Service is my calling, therefore in the near future I will continue to volunteer my time and service to noble causes such as this. I thank all my fellow board members and wish all continued success.

Thank you
PS : Linda, as usual, for my records please acknowledge receipt of this message and have Mr. Willdigg cancel my Form1 Financial Disclosure form.

On Thu, Jun 1, 2023 at 11:40 AM Linda Gomez <Linda.Gomez@kissimmee.gov> wrote:

PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

City of Kissimmee Advisory Board Member Application

Name *

Carlynn
First

Rothey
Last

Address *

125 Country Creek Lane
Street Address

Kissimmee
City

FL
State/Region/Province

34746
Postal / Zip Code

United States
Country

Phone *

4072887904

Email *

carlynn@mail.com

Name of Employer *

The Southrn Group of Florida Inc

Are you a resident of the City of Kissimmee? *

- (•) Yes, I live in the City of Kissimmee
- ( ) No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- (•) Yes, I own/operate a business in the City of Kissimmee
- ( ) No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

Your Homr Orlando Realtor

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

125 Country Creek Lane

Street Address

Address Line 2

KIssimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

- [x] Board of Adjustment
- [x] Citizens' Police Review Advisory Board
- [x] Historic Preservation Advisory Board
- [x] Kissimmee Charter Academy Board
- [x] Parks & Recreation Advisory Board
- [x] Pension Board - Fire
- [x] Pension Board - General Employee
- [x] Pension Board - Police
- [x] Planning Advisory Board

Please select your highest level of education you have obtained. *

Some College

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Amnesty International active member, Harbor House Grants Assistant 2013-2015, Give Kids The World active member

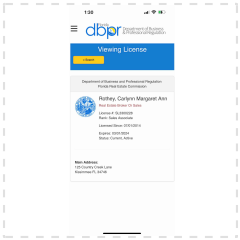
Do you have any special skills or certifications?

Languages Spanish, German and English, Licensed Realtor

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

City of Kissimmee Advisory Board Member Application

Please attach your resume or proof of qualification and/or licenses.



Screenshot_2023-04-28_at_1.30.19_PM.png

Formal_Resume_2021.pdf

What do you consider to be the role of a school in your child's overall development? *

I do not have children

What do you consider to be the positive features a charter school has that other public schools do not? *

They offer opportunities for education where there formerly were none

What do you consider to be negative aspects a charter school has that other public schools do not? *

I do not think there are negative aspects

Describe aspects of current public schools you would like changed? Please be specific and explain how they should be changed. *

Schools need to be a place where children have opportunities to prepare themselves for the chances they want in life.

What is your philosophy regarding establishment of a standard of dress for students? *

Children should be accustomed to proper presentation in formal and casual environments.

Please explain your philosophy regarding student discipline. *

Structure and discipline vary by student and age group. Children need to understand there are baseline etiquette that are required in society so that respect is shown to everyone equally.

City of Kissimmee Advisory Board Member Application

Are you interested in your child attending the Kissimmee Charter School? If so, please explain why.*

I do not have children

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

Are you a member of any of the following minority groups?*

- ○ Hispanic
- ◉ White, non-hispanic
- ○ Black or African American
- ○ American Indian or Alaska Native, non-hispanic
- ○ Asian
- ○ Native Hawaiian or other Pacific Islander

What is your gender?*

- ○ Man
- ◉ Woman

Are you physically disabled?*

- ○ Yes, I am physically disabled
- ◉ No, I am not physically disabled

Certification & Requirements Acknowledgement

By filing this application with the City of Kissimmee and placing my signature below, I do hereby acknowledge the following:

City of Kissimmee Advisory Board Member Application

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLICRECORD under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.

3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. http://www.ethics.state.fl.us

4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the online Guide to Sunshine Amendment and Code of Ethics.

5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Carlynn Rothey

125 Country Creek Lane, Kissimmee, Fl. 34746 (407) 288-7904 carlynn@mail.com

Carlynn Rothey

Objective

Customer Service Agent Silver Airways LLC

Career Experience

2019 - 2020
Advent Health Hospital Celebration **Celebration, Florida**
Care Navigator

- **Scheduling**
- **Coordination with Hospitalists, Nursing and Case Management**
- **Prioritization of patient scheduling based on discharge.**
- **Patient schedule processing through Athena.net, Cerner, and doctor network to assist in out-patient care coordination for patients discharged home, with home health or to Assisted Living Facilities**

2014 - Present Real Estate Sales Associate **Florida, USA**

2010 – 2013
Eurofighter GmbH **Hallbergmoos, Germany**
Executive Assistant

- **Program Assistant to the T3,VP**
- **HR Coordination**
- **Correspondence**
- **Presentation Preparation**
- **Event Management**
- **Team, Time and Travel Coordination**

2008 - 2010
NBC Universal **Munich,Germany**
Executive Assistant

- **Assistant to CEO and Management Team**
- **HR Coordination**
- **Correspondence**
- **PresentationPreparation**
- **Event Management**
- **Travel Coordination**
- **Time Management**

2007 - 2008 Zeitfuchs Zeitarbeit **Munich,Germany**
Administrative Assistant

- **ProSiebenSat.1MediaAG**
- **InterTriumph Marketing**

125 Country Creek Lane, Kissimmee, Fl. 34746 (407) 288-7904 carlynn@mail.com

Carlynn Rothey

2005 - 2007 Webasto AG **Stockdorf, Germany**
CFO Assistant

- **Correspondence**
- **Quarterly Planning**
- **HR Planning Corporate**
- **Presentation Preparation**
- **Event Management**
- **Travel Coordination**
- **Time Management**

2003 - 2005 BMW Group
Munich, Germany
Team Assistant Market Trend Research Department

- **Event Management**
- **Presentation Preparation**
- **Travel Coordination**
- **Time Management**

1990 - 2003 International Runway and Photo Model
Ford Modelling Agency

Education

1993 - 1996
Ludwig Maximillians Universitaet
Munich, Germany
1987 - 1989
University of Rhode Island
S.Kingston, RI USA
1987
Barrington High School

City of Kissimmee Advisory Board Member Application

Name *

Aaron
First

Sabino
Last

Address *

19 N. Beaumont Ave.
Street Address

Kissimmee
City

FL
State/Region/Province

34741
Postal / Zip Code

United States
Country

Phone *

2027100062

Email *

aaron.sabino@hotmail.com

Name of Employer *

TechFlow Inc.

Are you a resident of the City of Kissimmee? *

- (•) Yes, I live in the City of Kissimmee
- ( ) No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- ( ) Yes, I own/operate a business in the City of Kissimmee
- (•) No, I do not own/operate a business in the City of Kissimmee

City of Kissimmee Advisory Board Member Application

Please select all advisory boards you wish to serve on: *

- [x] Board of Adjustment
- [ ] Citizens' Police Review Advisory Board
- [x] Historic Preservation Advisory Board
- [ ] Kissimmee Charter Academy Board
- [ ] Parks & Recreation Advisory Board
- [ ] Pension Board - Fire
- [ ] Pension Board - General Employee
- [ ] Pension Board - Police
- [x] Planning Advisory Board

Mr. Sabino would like to be considered for the Police Pension Board as well.

Please select your highest level of education you have obtained. *

Bachelor's degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

1. National Contracts Management Association (NCMA) Board - Chapter treasurer
2. Head Start of Washington County, MD Policy Council - Vice President

Do you have any special skills or certifications?

Defense Acquisition University (DAU) - Cerified Acquisition Professional - Level III

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses.

ACSabino__Personal_.docx

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

Are you a member of any of the following minority groups? *

- ○ Hispanic
- ○ White, non-hispanic
- ◉ Black or African American
- ○ American Indian or Alaska Native, non-hispanic
- ○ Asian
- ○ Native Hawaiian or other Pacific Islander

City of Kissimmee Advisory Board Member Application

What is your gender? *

- (•) Man
- ( ) Woman

Are you physically disabled? *

- ( ) Yes, I am physically disabled
- (•) No, I am not physically disabled

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4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the online Guide to Sunshine Amendment and Code of Ethics.
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Aaron C. Sabino

AARON C. SABINO

http://www.linkedin.com/in/acsabino aaron.sabino@hotmail.com
19 N. Beaumont Ave., Kissimmee, FL 34741
202-710-0062 (mobile)

Security Clearance: Secret

AREAS OF EXPERTISE:

- Competence in Federal Acquisition Regulation (FAR/DFARS/AFARS);
- Demonstrated proficiency in decision making, problem solving, written and oral communication to promote organizational awareness as well as administrative and management support. Skills include:
  -Negotiations -Team building - Profit growth and cost containment

EDUCATION

Shepherd University; **Bachelor of Science,** Financial Economics and Computer Engineering, May 2015
Blue Ridge Community and Technical College, **Associate of Science**, General Business, 2008

PROFESSIONAL EXPERIENCE

TechFlow Inc. – Orlando, FL (Remote) Oct 2021 - Present

SENIOR CONTRACTS REPRESENTATIVE

Accomplishments:

- Prepare initial drafts of contracts for the Director of Contracts (DoC) based upon company policies and contracting standards in accordance with the Federal Acquisition Regulations (FAR).
- Signature delegation of authority for all contracts, subcontracts, and agreements under $200K.
- Developed and awarded an estimated $30M contract effort for electrical vehicle charging stations and preventative maintenance.

United States Army Research Laboratory – Washington DC/Orlando, FL May 2017- September 2021

CONTRACT SPECIALIST

Accomplishments:

- Developed a non-commercial construction clause matrix and master checklist to increase efficiency and effectiveness.
- Developed two (2) $4M Single Award IDIQs for minor construction and renovations to enhance the laboratory space for research and development for the US Army.
- Developed a $235 Million Single Award IDIQ contract for research and development to enhance solider lethality.

Salmon Group: United States Army Research Laboratory- Adelphi, MD July 2015-May 2017

CONTRACT PROPOSAL ANALYST I

Accomplishments:

- Trained 5-8 contractor employees how to assist with administrative closeout documentations.
- Effectively used contract cost/price analysis principles and procedures to analyze and evaluate contractors cost proposals to save ACC-APG an estimated value of $38,551.06.
- Conduct accounting system reviews on contractors that do not have an approved accounting system to handle cost-reimbursement contracts.
- Developed and recommended fair and reasonable direct and indirect rates for cost negotiations.

REFERENCES

- Available upon request

City of Kissimmee Advisory Board Member Application

Name *

Stephen
First

Kartje
Last

Address *

1805 Emmett Street
Street Address

Kissimmee
City

Florida
State/Region/Province

34741
Postal / Zip Code

United States
Country

Phone *

407-346-2192

Email *

insurance4u@embarqmail.com

Name of Employer *

Self Employed

Are you a resident of the City of Kissimmee? *

- (•) Yes, I live in the City of Kissimmee
- ( ) No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- (•) Yes, I own/operate a business in the City of Kissimmee
- ( ) No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

Independent Insurance Agent

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

1805 Emmett Street

Street Address

Address Line 2

Kissimmee

City

Florida

State/Region/Province

34741

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

- [ ] Board of Adjustment
- [x] Citizens' Police Review Advisory Board
- [ ] Historic Preservation Advisory Board
- [ ] Kissimmee Charter Academy Board
- [ ] Parks & Recreation Advisory Board
- [ ] Pension Board - Fire
- [ ] Pension Board - General Employee
- [ ] Pension Board - Police
- [ ] Planning Advisory Board

* Applicant also interested in Police Pension Board

Please select your highest level of education you have obtained. *

Trade or vocational degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Housing, Parks and Recreation, Airport, Commander of the Sons of the American Legion Post 10, Osceola Council on Aging

Do you have any special skills or certifications?

Retired Journeyman Plumber, current Real Estate-Insurance license

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses. *

RealEstateDBPRcert.pdf

City of Kissimmee Advisory Board Member Application

InsuranceIDcard.pdf

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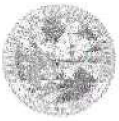
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the online Guide to Sunshine Amendment and Code of Ethics.

5. I understand the responsibilities associated with being a board/committee member, and will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Stephen Kartje



Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS

8:24:19 AM 6/30/2023

Data Contained In Search Results Is Current As Of 06/30/2023 08:23 AM.

Search Results - 1 Records

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Real Estate Broker or Sales	KARTJE, STEPHEN D	Primary	SL689099 Sales Associate	Current, Active 03/31/2024

Main Address*: 1805 EMMETT ST KISSIMMEE, FL 34741

Back New Search

*** denotes**
Main Address - This address is the Primary Address on file.
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
License Location Address - This is the address where the place of business is physically located.

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.